



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
 1

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

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
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		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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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DIVISION OF CULTURE & HISTORY
 CULTURAL CENTER
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0300 558-0220

DATE PRINTED 06/22/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 06/30/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 1					
NO. 2					
NO. 3					
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>REV. 11/96</p> <p>----- END OF ADDENDUM NO. 1 -----</p>						

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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....._____

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....._____

---decrease pages by one (1) eight-page signature in text (total 64 pages).... _____

---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..... _____

--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 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.....	_____	_____
Hypothetical number of pages: 64		
Subtract cost of one (1) eight-page signature.....	_____	_____
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.....	_____	_____
TOTAL PRICE FOR HYPOTHETICAL ISSUE	_____	_____

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.....	_____	_____
---	-------	-------

Hypothetical number of pages: 64

Subtract cost of one (1) eight-page signature.....	_____	_____
--	-------	-------

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.....	_____	_____
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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.....	_____	_____
---	-------	-------

TOTAL PRICE FOR <u>ALTERNATE #1 HYPOTHETICAL ISSUE</u>	_____	_____
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Note to vendors: Bid will be awarded on the basis of hypothetical issue.