



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
DNR209086

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**FRANK WHITTAKER
 304-558-2316**

RFQ COPY

TYPE NAME/ADDRESS HERE

*AB Direct
 540 Richard Street
 Mizamisburg, Ohio 45342*

SHIP TO

DIVISION OF NATURAL RESOURCES
 WILDLIFE RESOURCES

219/250 WARD ROAD
 ELKINS, WV
 26241 304-637-0245

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/06/2009				

BID OPENING DATE: **01/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		966-30	74	\$16,280.00
<p>OFFSET PRINTING (UP TO 17 IN. X 22 IN.)</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FROM RESPONSIBLE VENDORS TO ENTER INTO AN OPEN-END CONTRACT FOR THE PRINTING AND SHIPPING OF THE WEST VIRGINIA WILDLIFE CALENDAR PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>..... 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.</p> <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</p>						

RECEIVED
 2009 JAN 29 A 9:52
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Bert Barbo* TELEPHONE **937-866-4001** DATE **1/20/09**

TITLE *Sales Representative* FEIN **26-1887101** 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, this Contract may be deemed null and void, and 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 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
 Post Office Box 50130
 Charleston, WV 25305-0130

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540 Richard Street
Miamisburg, Ohio 45342

SHIP TO

DIVISION OF NATURAL RESOURCES
 WILDLIFE RESOURCES

219/250 WARD ROAD
 ELKINS, WV
 26241
 304-637-0245

DATE PRINTED 01/06/2009	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **01/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ant Bonito</i>	TELEPHONE 937-866-4001	DATE 1/20/09
TITLE Sales Representative	FEIN 26-1887101	ADDRESS CHANGES TO BE NOTED ABOVE

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 WILDLIFE RESOURCES**

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LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER PRICE ADJUSTMENTS AT THE TIME OF RENEWAL PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Scott Barber</i>	TELEPHONE 937-866-4001	DATE 1/20/09
TITLE <i>Sales Representative</i>	FEIN 26-1887101	ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

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*ARB Direct
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 Miamisburg, Ohio 45342*

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<p>FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</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> <p>BUYER: 44</p> <p>RFQ. NO.: DNR209086</p> <p>BID OPENING DATE: 01/22/2009</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Scott Barberis</i>	TELEPHONE <i>937-866-4001</i>	DATE <i>1/20/09</i>
TITLE <i>Sales Representative</i>	FEIN <i>26-1887101</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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 Charleston, WV 25305-0130

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PAGE
5

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 304-558-2316**

RFQ COPY

TYPE NAME/ADDRESS HERE

*AB Direct
 540 Richard Street
 Miamisburg, Ohio 45342*

SHIP TO

**DIVISION OF NATURAL RESOURCES
 WILDLIFE RESOURCES**

**219/250 WARD ROAD
 ELKINS, WV
 26241 304-637-0245**

DATE PRINTED 01/06/2009	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **01/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ DNR209086 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul Banks</i>	TELEPHONE 937-866-4001	DATE 1/20/09
TITLE <i>Sales Representative</i>	FEIN 26-1887101	ADDRESS CHANGES TO BE NOTED ABOVE

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

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

VENDOR

AB Direct

BUYER:	PAGE	Req. or PO#
		DNR209086

Spending Unit:	
DNR -	Wildlife Resources

Item No:	Quantity	Description	Unit Price	Amount
		<p>OPEN-END CONTRACT FOR WILDLIFE CALENDAR SPECIFICATIONS</p> <p>TITLE: West Virginia Division of Natural Resources Wildlife Calendar</p> <p>FREQUENCY OF ORDERS: One initial printing with optional reprints as needed</p> <p>QUANTITY: 22,000 Optional reprints as needed according to specifications.</p> <p>TYPE OF PUBLICATION: Cover and inside pages: Full-color offset process printing hanging wall calendar, bindery and folds as per specifications. Printed 2 sides and bleed all sides. Order form insert page bound in as center spread, printed in two colors, no bleed, vertical and horizontal perforations</p> <p>ORDER FORM INSERTS: Order form inserts for ordering the current WV Wildlife Calendar and for the next year's calendar will be bound to calendar as center-page spread. Printing will be on one side and perforated for tear out</p> <p>PAPER STOCK: Cover: 100 lb. Gallery Art Glass Cover Good Bright Enamel - White Inside pages: 100 lb. Gallery Art Glass Text Good Bright Enamel - White Order Form Insert Pages: 50 lb white offset uncoated</p> <p>PLATFORMS: Vendor must be able to accept files for final production from the following platforms: Media - CD-ROM or DVD or capability to download from vendor's FTP site Software - InDesign CS3 and Adobe Acrobat (pdf). (Vendor is responsible for converting files to other formats if needed for final production.) Illustration Art Scans - Vendor must have capability to randomly scan large-size original illustration artwork into a digital format.</p> <p>ELECTRONIC PREPRESS: Illustration Art Scans: 12 pieces of original art will be finished by the WV Wildlife Resources Section to the Vendor. Vendor must randomly scan and produce high quality, color-correct digital files from the provided illustration art (approx. 14" X 11" of each individual illustration). These scans will be provided to the ordering agency to place in final publication. Illustration artwork must be picked up and returned by Vendor Company representative to the Elkins Office.</p>		

TOTAL THIS PAGE _____

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

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		DNR209086

VENDOR _____

Spending Unit:	
DNR -	Wildlife Resources

Item No:	Quantity	Description	Unit Price	Amount
		<p>OPEN END CONTRACT FOR WILDLIFE CALENDAR - CONT</p> <p>Preflight: Prior to image processing, the vendor shall perform a basic preflight of the furnished media and publishing files to assure correct output of the required production image. Any errors, media damage or data corruption that might interfere with proper file image processing must be reported to the ordering agency immediately. The vendor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being used to insure press readiness.</p> <p>PROOFS - VENDOR MUST PROVIDE: Illustration Art: One set and one set of revision of digital color proofs of illustration art. The final product must match color of original illustrations After approval of digital files by the WV Wildlife Resources Section, the approved files must be provided to the ordering agency for placement in the publication.</p> <p>Final Publication: One set of digital color proofs (contract-grade press proof or press-match print) with critical color and registration - must be press-match quality. One composite printout folded and trimmed to size</p> <p>The vendor must not print order prior to receipt of an "OK to Print" by the West Virginia Wildlife Resources Section appointed designee. The final product must match approved proof.</p> <p>Reprint Proofs: A waiver of proof may be allowed by the ordering agency on reprints of the order upon the guarantee of the vendor to provide an exact reprint with same quality and style of previous order.</p> <p>BINDERY: 14" x 22" flat folded to 14" X 11" saddle stitch along 14" side with 2 heavy-gauge wire staples. Round-hole punch one 3/16" round hole for wall hanging in top border of color print, 1/2" from front trim and centered head to foot through entire calendar</p> <p>DELIVERY SCHEDULE Original artwork: Original artwork must be scanned & returned to agency within 20 business days of receipt of artwork. Calendar: 20 business days from date of receipt of completed files Reprint Orders: 20 calendar days from date of receipt of purchase order. The ship/deliver date indicated on the contract release order is the date product must be delivered to the specified destination</p>		

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STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

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DNR -	Wildlife Resources

Item No:	Quantity	Description	Unit Price	Amount
		<p>OPEN-END CONTRACT FOR WILDLIFE CALENDAR - CONT</p> <p>SHIPPING: Calendars to be shipped banded to wood pallets suitable for handling with a fork lift. No more than 40 cartons of calendars per pallet. Overloading of pallets to result in refusal of shipment.</p> <p>F O B Destination Calendars to be shipped to: WV Division of Natural Resources Wildlife Resources Section Ward Road, Route 219 Elkins, WV 26241</p> <p>Vendor must deliver 5 samples to WV Department of Commerce, 90 MacCorkle Avenue, SW, South Charleston, WV 25303</p> <p>Before delivery is made, vendor or delivery agent must contact WV Wildlife Resources Section at least 24 hours in advance to make arrangement for acceptance of order and verify delivery address. Number of boxes/skids must be known at time of call.</p> <p>Deliveries will be accepted between 8 a.m. and 4 p.m. Monday through Friday with no deliveries on Holidays or weekends, unless specified otherwise.</p> <p>MATERIAL STORAGE AND RETURN: Upon completion of order, all electronic media, artwork and other material is to be returned to WV Division of Natural Resources or ordering agency, via company representative or registered mail before payment will be processed. All material is the property of State of West Virginia and must be returned to the ordering agency within 14 days of completion of project or by a verbal or written request or upon termination of contract. All expenses incidental to returning materials, submitting proofs and furnishing samples must be borne by the vendor.</p> <p>SPECIAL INSTRUCTIONS: Failure to meet printing quality (improper registration, incorrect paper, smudged or smeared printing, off-color match, misplaced images or text), materials or specifications, etc., is justification for cancellation or refusal of the order.</p> <p>Failure to meet delivery deadline will result in a \$100.00 total liquidated damage per day. All vendors bidding on this assume this responsibility. Failure to meet delivery deadline on more than one occasion, without justification of circumstances beyond the vendor's control, i.e. paper shortage, labor strikes, etc., is justification for cancellation or refusal of order or contract.</p>		

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STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

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VENDOR

Spending Unit:	
DNR -	Wildlife Resources

Item No:	Quantity	Description	Unit Price	Amount										
		<p>OPEN-END CONTRACT FOR WV WILDLIFE CALENDAR - CONT.</p> <p>No spoils will be accepted as part of delivery volume.</p> <p>Overruns will be accepted but under no circumstances will overruns be paid for. Under no circumstances can the approved vendor use this publication for gain. All publications are property of the state of West Virginia.</p> <p>Successful vendor is to contact the WV Department of Commerce ordering agency contact immediately upon receipt of release order to discuss technicalities of job and to verify receipt of order.</p> <p>The above specifications apply to all sections of this contract.</p> <p>Please provide the following costs: Cost of 14" X 22" calendar (28 pages + 4 covers + 4 order form pages = 36 pages: NOTE: COST MUST INCLUDE SHIPPING COST</p>												
		22,000	.74	\$16,280										
		<p>Cost of reprints of completed calendar:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">1,000 calendars</td> <td style="text-align: right; border-bottom: 1px solid black;">\$1,500.00</td> </tr> <tr> <td>2,000 calendars</td> <td style="text-align: right; border-bottom: 1px solid black;">\$2,500.00</td> </tr> <tr> <td>3,000 calendars</td> <td style="text-align: right; border-bottom: 1px solid black;">\$3,450.00</td> </tr> <tr> <td>4,000 calendars</td> <td style="text-align: right; border-bottom: 1px solid black;">\$4,040.00</td> </tr> <tr> <td>5,000 calendars</td> <td style="text-align: right; border-bottom: 1px solid black;">\$4,450.00</td> </tr> </table> <p>Hourly charges for author alterations <u>\$125.00</u></p>	1,000 calendars	\$1,500.00	2,000 calendars	\$2,500.00	3,000 calendars	\$3,450.00	4,000 calendars	\$4,040.00	5,000 calendars	\$4,450.00		
1,000 calendars	\$1,500.00													
2,000 calendars	\$2,500.00													
3,000 calendars	\$3,450.00													
4,000 calendars	\$4,040.00													
5,000 calendars	\$4,450.00													

TOTAL THIS PAGE \$16,280.00

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37 (Does not apply to construction contracts) *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

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: AB Direct

Signed: [Signature]

Date: 1/20/09

Title: Sales Representative

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

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:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A 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. 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 is in compliance with the requirements as stated.

Vendor's Name: AB Direct

Authorized Signature: Butterlin Date: 1/20/09