



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
DNR210204

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

Walsworth Publishing Company, Inc.
 306 N. Kansas Ave.
 Marceline, MO 64658

**DIVISION OF NATURAL RESOURCES
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/22/2010	Net 30	Bestway		

BID OPENING DATE: **05/20/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		966-30	See price sheet	
<p>PRINTING</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR THE PRINTING AND SHIPPING OF THE 2010-11 WEST VIRGINIA HUNTING REGULATIONS AND 2011 WEST VIRGINIA FISHING REGULATIONS PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA EMAIL AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 05/04/10 AT 4:00 P ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</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>						

RECEIVED
 2010 MAY 20 A 10:45
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Bryan Atterbury* TELEPHONE 660-376-3543 x3490 DATE 5/18/10

TITLE Govn't Sales Specialist FEIN 43-0718484 ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm 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.
15. **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>.
16. **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 agency 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.



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**FRANK WHITTAKER
 304-558-2316**

PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Walsworth Publishing Company, Inc.
 306 N. Kansas Ave.
 Marceline, MO 64658

SHIP TO

**DIVISION OF NATURAL RESOURCES
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/22/2010	Net 30	Bestway		

BID OPENING DATE: **05/20/2010** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER:				44		
RFQ. NO.:				DNR210204		
BID OPENING DATE:				05/20/2010		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 660-258-2141 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
Bryan Atterbury						

***** THIS IS THE END OF RFQ DNR210204 ***** TOTAL:						\$ 71,110.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bryan Atterbury</i>	TELEPHONE 660-376-3543 x3490	DATE 5/18/2010
TITLE Govn't Sales Specialist	FAX 43-0718484	ADDRESS CHANGES TO BE NOTED ABOVE

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

2010-11 West Virginia Hunting and 2011 Fishing Regulations SPECIFICATIONS

This is a request for quotation to print, deliver, and mail the 2010-11 West Virginia Hunting Regulations and 2011 Fishing Regulations to authorized agents across the State of West Virginia.

Division of Natural Resources (DNR) will furnish the successful vendor with a PC-formatted computerized file of the publication in Adobe InDesign CS3 (or latest version of Adobe InDesign software) (either on CD or files can be uploaded to vendor FTP site). All necessary fonts and artwork will be included. A low resolution color mockup will accompany computer files.

Vendor is responsible for accurate platform conversion of files if needed. Files provided to vendor by June 7, 2010 for hunting regulations; by November 8, 2010 for fishing regulations.

Description:

2010-11 West Virginia Hunting Regulations

- A booklet containing 44 pages (including self cover). Collated, folded, saddle-stitched or glue-bound, 8-3/8" by 10-7/8" trimmed size.

2011 West Virginia Fishing Regulations

- A booklet containing 24 or 28 pages (including self cover). Collated, folded, saddle-stitched or glue-bound, 8-3/8" by 10-7/8" trimmed size.

Paper:

30# or 35# recycled newsprint or higher quality house substitute
Specify substitute: 30# Catalyst Newsprint

Artwork:

All photos and four-color illustrations provided in high-resolution digital files.

Printing:

Front and back cover is four-color process. Other pages are black plus one PMS spot color. PMS spot color to be determined soon after awarding of contract (cannot be built using CMYK).

Proofs:

Two composite, hard copy laser proofs (intermediate proof) of booklet (folded to size), and one color-match, chromalin or equivalent proof of covers must be supplied to Division of Natural Resources within five working days of receipt of electronic files from Division of Natural Resources. Vendor must await approval of proofs from Division of Natural Resources before initiation of final print job.

Packaging:

Booklets should be bundled and tied in two directions in groups of 50, turned every 25; approximately 200 per box for hunting, approximately 350 per box for fishing. Boxes should be labeled WV 2010-11 Hunting Regulations or WV 2011 Fishing Regulations and the quantity within. Booklets must be packed tightly in boxes and stuffed with filler if necessary so that boxes will sustain weight of boxes stacked on top. Pallets must be shrink-wrapped and stacked evenly so that they can be double stacked for months without the boxes breaking. Wooden pallets required.

Shipping:Hunting Regulations

Vendor will ship three boxes of hunting regulations to approximately 62 agents and one box to approximately 302 additional agents throughout West Virginia by July 10, 2010. Remaining boxes of regulations will be delivered by July 23, 2010 to WV Division of Tourism mailroom, 90 MacCorkle Ave., SW, South Charleston, WV 25303 (directions provided at time of delivery).

Fishing Regulations

Vendor will ship two boxes of fishing regulations to approximately 62 agents and one box to approximately 302 additional agents throughout West Virginia by December 3, 2010. Remaining fishing regulations will be delivered to WV Division of Tourism mailroom (address above) by December 17, 2010.

Boxes must be shipped directly from location of printing to license agents via registered freight carrier. Zip codes for license agents attached to RFQ. Spending unit will supply addresses of license agents electronically as an Excel file to successful vendor.

ALL SHIPPING COSTS TO BE INCLUDED IN CONTRACT PRICE. THIS INCLUDES COSTS OF SHIPPING PROOFS TO DIVISION OF NATURAL RESOURCES.

Delivery:

WV Division of Tourism mailroom has loading dock at storage level. Pallets will be unloaded from truck with fork lift by agency staff. Vendor must notify spending unit of delivery date at least two working days in advance by calling South Charleston office at 304-558-2771. WV Division of Tourism accepts deliveries between hours of 8 a.m. and 3:30 p.m.

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.

SAMPLES OF SIMILAR PUBLICATIONS PRINTED BY VENDOR MUST BE SUPPLIED UPON REQUEST.

WEST VIRGINIA HUNTING & FISHING REGULATIONS

Provide a bid on all requests. Bid package must include costs of printing, binding, boxing, mailing, and shipping all regulations.

Contract to print and ship both publications will be awarded to a single vendor.

Description:

West Virginia 2010-11 Hunting Regulations

<u>Order Quantity</u>	<u>Number of pages</u>	<u>Price per 1000</u>
350,000	44 pages	\$ <u>125.00</u> X 350 = \$ <u>43,750.00</u>

West Virginia 2011 Fishing Regulations

<u>Order Quantity</u>	<u>Number of pages</u>	<u>Price per 1000</u>
OPTION 1		
285,000	24 pages	\$ <u>96.00</u> X 285 = \$ <u>27,360.00</u>
OPTION 2		
285,000	28 pages	\$ <u>105.00</u> X 285 = \$ <u>29,925.00</u>

Contract will be awarded based on combined total bid for printing both hunting and fishing regulations. Total bid would consist of sum of total cost for printing and delivering 350,000 hunting regulation booklets plus the cost of printing and delivering 285,000 24-page fishing regulation booklets (OPTION 1)

TOTAL BID \$ 71,110.00

Hourly rate for alterations requested
as a result of customer error.

Price per hour
\$ 75.00

VENDOR/BIDDER INFORMATION

VENDOR: Walsworth Publishing Company, Inc.

Signature: Bryan Otterbury Date: 5/18/2010

Agent zip codes Query

<u>Zip</u>	<u>Count Of zip codes</u>
24701	2
24712	1
24740	4
24801	1
24808	1
24839	1
24845	1
24870	2
24874	1
24892	1
24901	3
24910	1
24915	3
24918	1
24934	1
24946	2
24951	1
24954	5
24963	1
24970	4
24981	1
24983	2
24986	2
25003	1
25019	1
25023	1
25033	1
25043	1
25045	1
25053	3
25063	1
25071	1
25085	1
25123	1
25125	1
25130	1
25142	1
25143	2
25160	1
25177	1
25193	1
25202	1
25213	1
25260	2
25265	1
25266	1
25270	1

<u>Zip</u>	<u>Count Of zip codes</u>
25271	4
25276	3
25279	1
25280	1
25286	2
25302	2
25303	2
25304	1
25309	3
25312	2
25314	1
25315	1
25332	1
25401	3
25402	1
25411	3
25414	2
25422	2
25427	2
25434	1
25443	1
25504	3
25506	1
25508	1
25511	2
25512	1
25523	2
25535	2
25550	3
25560	2
25570	2
25571	1
25582	1
25601	7
25635	3
25646	1
25661	2
25669	1
25701	4
25801	8
25802	1
25812	1
25820	1
25827	1
25840	2
25854	1
25873	1
25880	1
25901	3
25951	5

<u>Zip</u>	<u>Count Of zip codes</u>
25962	2
25976	1
25979	1
25985	1
26003	1
26033	2
26034	1
26041	3
26047	1
26050	1
26056	1
26059	1
26062	2
26063	1
26070	1
26101	6
26102	1
26105	2
26136	1
26143	3
26147	2
26149	3
26150	1
26155	2
26159	1
26161	1
26164	1
26170	2
26180	2
26201	3
26206	1
26217	1
26218	1
26222	2
26230	1
26234	2
26236	1
26241	6
26253	1
26254	1
26260	2
26261	1
26273	1
26280	1
26287	1
26288	1
26291	2
26301	5
26330	1
26337	1

<u>Zip</u>	<u>Count Of zip codes</u>
26339	1
26342	1
26348	1
26351	3
26354	4
26362	3
26372	1
26384	1
26410	1
26416	2
26419	1
26425	1
26426	1
26431	1
26435	1
26444	1
26447	2
26452	5
26456	2
26505	3
26508	2
26519	1
26525	1
26529	1
26531	1
26537	3
26542	1
26554	4
26571	1
26575	1
26582	1
26588	1
26591	1
26601	4
26621	1
26624	2
26636	1
26641	1
26651	2
26667	1
26707	1
26711	2
26717	2
26723	1
26726	5
26739	2
26743	1
26753	1
26757	4
26764	2

<u>Zip Count Of zip codes</u>	
26801	2
26807	3
26814	1
26817	1
26833	1
26836	3
26847	5
26851	1
26884	2

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: _____ 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 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 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: Walsworth Publishing Company, Inc.

Authorized Signature: Bryan Atterbury Date: 5/18/2010

State of Missouri

County of Linn, to-wit:

Taken, subscribed, and sworn to before me this 18th day of May, 2010.

My Commission expires Nov. 12, 2010, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC

Angela D. Warner

