

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 DNR80089

PAG	E:		ं
	1		

ADDRESS CORRESPONDENCE TO ATTENTION OF::::

BUYER 32

304-558-0492

*A28142219 803-772-6746 COLUMBIA BUSINESS FORMS PO BOX 1329 COLUMBIA SC 29202

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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 \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term 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.
- 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 Viginia 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. 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.

SIGNED BID TO:

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



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RFQ NUMBER DNR80089

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BUYER 32 304-558-0492

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*A28142219 803-772-6746 COLUMBIA BUSINESS FORMS PO BOX 1329

COLUMBIA SC 29202

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NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE	1
ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL	
NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE	ļ
TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY	
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WRITTEN NOTICE.	1
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IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND	
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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.	
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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	
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Purchasing Division
2019 Washington Street East
Post Office Box 50130
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PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 32 304-558-0492

DIVISION OF NATURAL RESOURCES PROCUREMENT OFFICE CAPITOL COMPLEX BUILDING 3, ROOM 630

CHARLESTON, WV

25305 304-558-3397

F.O.B. FREIGHT TERMS SHIP VIA TERMS OF SALE DATE PRINTED 11/22/2006 01:30PM 12/14/2006 BID OPENING TIME **BID OPENING DATE:** AMOUNT QUANTITY ITEM NUMBER UNIT PRICE UOP LINE NO. 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). APPLICATION IS MADE FOR 2.5% 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 CORPORA-TION 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, 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 CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEAQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION. SER REVERSE SIDE FOR TERMS AND CONDITIONS DATE SIGNATURE TITLE ADDRESS CHANGES TO BE NOTED ABOVE



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DIVISION OF NATURAL RESOURCES PROCUREMENT OFFICE CAPITOL COMPLEX BUILDING 3, ROOM 630 CHARLESTON, WV

25305 304-558-3397

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

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DIVISION OF NATURAL RESOURCES PROCUREMENT OFFICE BUILDING 3, ROOM 630

304-558-3397

ADDRESS CHANGES TO BE NOTED ABOVE

CAPITOL COMPLEX CHARLESTON, WV 25305

SHIP VIA FREIGHT TERMS TERMS OF SALE F.O.B. DATE PRINTED 11/22/2006 BID OPENING DATE: BID OPENING TIME 12/14/2006 01:30PM QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT. LINE 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. 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 WRITING IMMEDIATELY. DIVISION IN BIDDER: Columbia Basiness Forms DATE: SIGNED TITLE: * CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", "B" WHICH YOU ARE OR BOTH "A" AND ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMU 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00) NOTICE A SIGNED BID MUST BE SUBMITTED TO: SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE DATE SIGNATUR



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DNR80089 - SPECIFICATIONS

Bid Opening December 14, 2006, 1:30 PM

FORM COMPOSITION

Physical composition of the forms is summarized below:

WEST VIRGINIA SPORTING LICENSE APPLICATION ATTACHMENT 1

Is a 3-part form with 2-sided printing; preslugged unique application number.

Page 1 - 1-sided printing; scannable-mark reflex paper

Side 1 - Unique license number preprinted and preslugged for scanning.

Page 2 - Print Side 1 only; NCR paper; not scanned, contents same as Page 1 except for footer, bottom left corner, "Agent's Copy".

Page 3 - 2-sided printing; NCR card stock; card stock with perforations and unique license control number pre-printed on license and check tags.

Note: Social Security Number Cannot Be On Page 3

WEST VIRGINIA ADDITIONAL SPORTING LICENSE APPLICATION (ATTACHMENT 2)

Is a 2-part form with 1-sided printing.

PAGE 1 - 1-sided printing; scannable mark reflex
PAGE 2 - Print side 1 Only; NCR Paper

ADDITIONAL SPECIFICATIONS CONCERNING MAKEUP OF THE FORMS:

Page 1 of all forms is of a weight and composition only heavy enough to ensure trouble-free feeding through the NCS Opscan 10 Scanner used by the

West Virginia Division of Natural Resources.

Page 2 of all forms will receive little handling and need be only of sufficient weight and composition to provide an agent with a record of sales for his files.

Page 3 of forms in Attachment 1 is the license to be issued to a sportsman and is to be of sufficient durability that it will last one year in a wallet, provide for attachment of self-adhesive stamps, and take ball point ink. Page 3 to be sized package. Perforations allowing separation of individual field tags should allow align creases on the license proper to provide for this feature. Note that 3/16" diameter holes are provided on each field tag for attachment to harvested animals. Vendor shall supply a sample of the stock proposed in bid response for review/approval by DNR. Acceptance of bid is dependent, in part, on approval of stock by DNR.

The top page of each form must be readily and quickly distinguishable from all others to facilitate activities of license agents and data processing staff. Ink colors of all items on the final copy should follow conventions used on the sample forms in Attachments 1-2 (e.g. WV Sporting License Application should be range; Additional should be red) Except black, no ink colors shall be detectable by the ink-read head in the Opscan 10.

Copy for a 15% screen overprint on the license proper (Page 3, Attachment 1) and Additional copy for the non-license, non-field tag areas of these pages (both sides) will be provided each year by the Division of Natural Resources.

All bubble grids on Page 1, of every form must be scannable and their locations identified precisely by track marks along the the page margin. In addition, the unique license control number on WV Sporting License must be litho-coded, scanner-readable sequential binary number on each form and scannable.

Skunk marks to identify each type of form to the scanner must be new. It is the responsibility of successful vendor to obtain from West Virginia Division

of Natural Resources locations of skunk marks previously used in the system to assure that there are no duplications.

Forms shall be packaged in boxes in sets of approximately 800 The forms should be turned every 50 or 100 to facilitate selection of known quantities from the boxes without counting the contents. The boxes shall be shrink-wrapped in such a manner as to prevent water damage to the forms.

Applications shall be inside delivery at a location in Charleston, West Virginia to be specified at the time of initial order from this contract.

FOR ADDITIONAL INFORMATION AND/OR SAMPLES OF EXISTING FORMS, CONTACT:

DORIS PRINGLE (304) 558-2758

LIQUIDATED DAMAGES SHALL BE ASSESSED AT \$100.00 PER DAY FOR LATE DELIVERY, UNLESS WRITTEN AUTHORIZATION FOR A LATER SHIPPING DATE IS ISSUED BY THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.

GUARANTEE:

All forms supplied under this contract must scan on the Opscan 10 owned by the DNR using "Scan Tools for Windows".

PROBLEMS WITH DELIVERED FORMS:

If any forms do not scan for reasons due to materials or products used in the manufacturing of the forms, the vendor shall be responsible for having all data normally collected and delivered by the scanning program keyed and blind verified and delivered to the DNR within 30 days of receipt by the Vendor of the bad forms. Vendor will be responsible for all costs for keying, shipping, and charge the vendor the time spent in preparing forms to be shipped to the vendor. Data format that shall be used will be supplied by the Division of Natural Resources. Keyed data will be delivered electronically to the DNR. The DNR carries a maintenance contract with NCS for the Opscan 10. If the scanner needs to be adjusted to enable scanning the forms provided by the Vendor, and the cost is not covered under the maintenance contract the Vendor shall pay the cost.



Vendor must agree to 72 business hours shipment turnaround for reprints of applications deemed unacceptable by joint agreement or unscannable. Vendor shall pay all costs associated with production and delivery of reprints to the

DNR. *SEE DELIVERY TERMS ON RE-ORDERS Due to process Required 8 weeks Delivery is Best.

TESTING:

Vendor shall supply 500 forms to the Division of Natural Resources with a litho-coded number (as described in item 6 of "Additional Specifications") on side 1, and scanning grids on front and back that are produced in exactly the same manner as the license applications for the purpose of testing by the DNR, PRIOR TO THE AWARD OF THE CONTRACT FROM THE APPARENT LOW BIDDER. All of the forms must scan accurately. A successful test shall not affect the requirement for terms of the guarantee.



200,000	Sporting License - Res. / Non Options Sporting License - Res. / Non Sporting License - Res. / Non	Price Per 1000 \$ /95.00 Price Per 1000 \$ 275.00 \$ 235.00 \$ 210.00 \$ /95.00	Total \$ 39,000 \$ /3,750 \$ 23,500 \$ 31,500				
50,000 100,000 150,000	Options Sporting License - Res. / Non Sporting License - Res. / Non Sporting License - Res. / Non	\$ 195.00 Price Per 1000 \$ 275.00 \$ 235.00 \$ 210.00	\$ 39,000 \$ /3,750 \$ 23,500				
50,000 100,000 150,000	Options Sporting License - Res. / Non Sporting License - Res. / Non Sporting License - Res. / Non	\$ 210.00	\$ /3,750 \$ 23,500				
50,000 100,000 150,000	Sporting License - Res. / Non Sporting License - Res. / Non Sporting License - Res. / Non	\$ 275.00 \$ 235.00 \$ 210.00	\$ 23,500				
100,000 150,000	Sporting License - Res. / Non Sporting License - Res. / Non	\$ 235,00 \$ 210.00	\$ 23,500				
150,000	Sporting License - Res. / Non	\$ 210.00					
		\$ 210.00	s 2/500				
200,000	Sporting License - Res. / Non	10000	1 J. 7 J.				
		13 / YO.	\$ 39,000				
	Description						
Order Quantity		Price Per 1000	Total				
	Additional Sporting License Application	\$ 65.00	\$ 6500				
Est. Future Order Quantity	Options	Price Per 1000					
50,000	Additional Sporting License Application	\$ 76	\$ <u>3800</u>				
100,000	Additional Sporting License Application	\$ 65	\$ 6500				
150,000	Additional Sporting License Application	\$ 61	\$ 9150				
200,000	Additional Sporting License Application	<u> \$ 59</u>	\$ 11,800				
nanda manda an akkina persitana atau Samanda manda manda atau		TOTAL	\$ 45,500				
CONTRACT COORDINATOR INFORMATION							
Name: MICHAEL PULASKI COLUMBIA BUSINESS FORMS							
Address: Po Boy	1127						
<u>CoLumbia</u> , SC 29202 Phone Number: 803 772 6746							
	askiemindspring.com	Den 777	2-6754				

RFQ No. DAR 80089

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 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:

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 are in compliance with the requirements as stated.

Vendor's Name: Olumbia Business,	FORMS
Authorized Signature: Meelle Reliable	
Additional States of the state	

No Debt Affidavit (Revised 10/13/96)