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State of West Virginia Hequest for Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

## Request for

DNR209086

FRANK WHITTAKER 304-558-2316

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DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES

ADDRESS CORRESPONDENCE TO ATTENTION OF

219/250 WARD ROAD ELKINS, WV

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

## Request for BEGINDMBER Quotation DNR209086

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ADDRESS.CORRESPONDENCE TO ATTIENTION OF S FRANK WHITTAKER 304-558-2316

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DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES

219/250 WARD ROAD ELKINS, WV 26241

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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 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



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

#### Request for m Quotation

RFQ NUMBER DNR209086

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MOORE WAILAGE NORTH AMERICA, INC 101 CARRIAGE WAY STE. 307 HURRICONE, WV 25526

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES

219/250 WARD ROAD ELKINS, WV 26241

304-558-2316

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State of West Virginia
Department of Administration
Purchasing Division
2010 Washington Street East

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DNR209086 ADDRESS:CORRESPONDENCE TO ATTENTION OF

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DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES

219/250 WARD ROAD ELKINS, WV 26241

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REGINUMBER DNR209086

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

# Request for

DNR209086

ADDRESS CORRESPONDENCE TO ATTENHON OF FRANK WHITTAKER 304-558-2316

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES

RFQ COPY TYPE NAME/ADDRESS	HERE L. Mariga	DIVISION OF NATU WILDLIFE RESOURCE	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
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WV-36 REV 10/81

# STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET

- Dep	PAGE	Req. or PO#
BUYER:		DNR209086
Spending	l Unit:	

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VENDOR		DNR -		Amount
V [14]	2 - winfion		Unit Price	
Hem No: Quar	Description  OPEN-END CONTRACT FOR WILDLIFE OF SPECIFICATIONS  TITLE: West Virginia Division of Natural Reference of Page 19 Publication of Natural Reference of Publication:  Cover and inside pages: Full-color offset calendar, bindery and folds as per specifical sides. Order form insert page bound in two colors, no bleed, vertical and horiz.  ORDER FORM INSERTS:  Order form inserts for ordering the current the next year's calendar will be bound to Printing will be on one side and perforat.  PAPER STOCK:  Cover: 100 lb Gallery Art Glass Cover Inside pages: 100 lb. Gallery Art Glass Order Form Insert Pages: 50 lb white.  PLATFORMS:  Vendor must be able to accept files following platforms:  Media - CD-ROM or DVD or capability.  Software - InDesign CS3 and Adobe for converting files to other formats if Illustration Art Scans - Vendor must large-size original illustration artwork.  ELECTRONIC PREPRESS:  Illustration Art Scans: 12 pieces of Wildlife Resources Section to the Vendouce high quality, color-correct dart (approx. 14" X 11" of each individed provided to the ordering agency to partwork must be picked up and representative to the Elkins Office.	esources Wildlife Calendar inting with optional reprints as specifications process printing hanging wall ications. Printed 2 sides and blin as center spread, printed contal perforations  In tww Wildlife Calendar and for calendar as center-page spread and for tear out  Good Bright Enamel - White Text Good Bright Enamel - White Text Good Bright Enamel - White offset uncoated  for final production from the process of the production of the calendar and for the company in the capability to randomly so into a digital format.  foriginal art will be funished by endor Vendor must randomly so igital files from the provided illustration of the capability to randomly so into a digital format.  foriginal art will be funished by endor Vendor must randomly so igital files from the provided illustration of the capability to th	eed rad ite P site onsible an the WV can and stration will be	Amount
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WV-36 REV. 10/81

### STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET

Req. or PO# PAGE BUYER: DNR209086

#### Spending Unit: Wildlife Resources DNR -Amount Unit Price VENDOR Description OPEN END CONTRACT FOR WILDLIFE CALENDAR - CONT Quantity item No: 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 necessay trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being used to insure press readiness Illustration Art: One set and one set of revision of digital color proofs of PROOFS - VENDOR MUST PROVIDE: 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. 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. 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. 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 $14'' \times 22''$ flat folded to 14" X 11" saddle stitch along 14" side with 2 heavygauge 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 Original artwork: Original artwork must be scanned & returned to agency DELIVERY SCHEDULE wthin 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. TOTAL THIS PAGE

WV-36 REV\_10/81

# STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET

BUYER: PAGE Req or PO#
DNR209086
Spending Unit:

PURCHASING CONTINOATION  Spending Unit:  DNR - Wildlife Resources  DNR - Unit Price Amount  Description  OPEN-END CONTRACT FOR WILDLIFE CALENDAR - CONT.  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.	nt
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WV-36 REV 10/81

### STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET

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### 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) construction contracts) vvest virginia code, 350-5-51, provides an opportunity for qualitying venture to request (active 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 preference for their residency status. Out of preference is an evaluation method only and with the applied only to the obstruction and 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.

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DMSION	will make the determination of the Resident Vendor Preference for the reason checked:  Application is made for 2.5% resident vendor preference for the reason checked:  Application is made for 2.5% resident vendor and has resided continuously in West Virginia for four (4) years immediately preced-  Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preced-  Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preced-
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-r,	Application is made for 5% resident vendor preference for the reason checked:  Application is made for 5% resident vendor preference for the reason (1) and (3) as stated above; or,  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,  Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3
	Bidder meets either the requirement of but the Bidder meets either the reason checked.  Application is made for 3.5% resident vendor preference who is a veteran for the reserves or the National Guard Application is made for 3.5% resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard Bidder is an individual resident vendor who is a veteran for the reason checked.
5.	Application is made for 3.5% resident vendor preference with a state armed forces, the reserves of the National States are resident to the National Stat
	submitted; or,  Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  Application is made for 3.5% resident vendor preference who is a veteran for the reserves or the National Guard, if, for Application is made for 3.5% resident vendor's bid and and a veteran of the United States armed forces, the reserves or the National Guard, if, for Application is made for 3.5% resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
	submitted; or,  Application is made for 3.5% resident vendor preference who is a veteran for the reason checked.  Application is made for 3.5% resident vendor preference who is a veteran forces, the reserves or the National Guard, if, for Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves of the Vendor who is a veteran of the United States armed forces.
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	Corretary of Revenue determines that a Bidder receiving to: (a) reject the bid; or (b) assess a penalty
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#### STATE OF WEST VIRGINIA Purchasing Division

## PURCHASING AFFIDAVIT

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.

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

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

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

acknowledges the information in this said affidavit and is in compliant
Vendor's Name: Looke Wilke forth Munich
Marie Marie Worke William & Joseph / Miller
Vendor's Name. 2705 Date: //28/09
Authorized Signature:
Authorized Signature.
Purchasing Affidavit (Revised 07/01/08)
Purchasing Amount (1999)