



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

State of West Virginia
 Request for Quotation
 30 - Printing

Proc Folder: 227311

Doc Description: Wildlife Resources-Printing of Annual WV Wildlife Calendar

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-06-16	2016-07-06 13:30:00	CRFQ 0310 DNR1600000048	1

BIDDING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Morgantown Printing + Bindery
 915 Greenbag Road
 Morgantown, WV 26508
 304-292-3368

06/24/16 16:38:51
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X

FEIN # 550743009

DATE 6-23-16

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Request for Quotations

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, The West Virginia Division of Natural Resources , Wildlife resources Section, to establish an open-end contract for printing, bindery and delivery of the Annual West Virginia Wildlife calendar , per the attached bid requirements, specifications, terms and conditions that are apart of this solicitation and attached hereto.

BILL TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD ELKINS WV 26241 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	WV Wildlife Calendar Initial Order	20000.00000	EA	0.95975	19195 ⁰⁰

Comm Code	Manufacturer	Specification	Model #
73151904			

Extended Description :

Per Item 3.2.1.1 of the Specifications. Initial Order West Virginia Wildlife Calendar-Total of 36 pages per calendar

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD ELKINS WV 26241 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	WV Wildlife Calendar Reprint	2000.00000	EA	2.11	4220 ⁰⁰

Comm Code	Manufacturer	Specification	Model #
73151904			

Extended Description :

Per Item 3.2.1.1 of the Specifications. Reprint Order of West Virginia Wildlife Calendar-Total of 36 pages per calendar

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV26241 US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER 219/250 WARD RD ELKINS WV 26241 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Hourly Rate for Alterations as Requested	4.00000	HOUR	60	240 ⁰⁰

Comm Code	Manufacturer	Specification	Model #
73151904			

Extended Description :

Per Item 3.2.1.5.3.1 of the Specifications.

DNR1600000048	Document Phase Draft	Document Description Wildlife Resources-Printing of Annual WV Wildlife Calendar	Page 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: June 24th, 2016 at 9:00 AM. EST.

Submit Questions to: Guy Nisbet
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Guy.L.Nisbet@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
 Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
 BUYER:
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME:
 FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: July 6th, 2016 at 1:30 PM. EST.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
- 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____
award and extends for a period of _____ one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of
one hundred (\$100.00) per calendar day

for failure to meet delivery deadline as outlined within the Specifications.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

RA/CO CSR Manager
 (Name, Title)
Brad Adkins CSR Manager
 (Printed Name and Title)
527 Br 915 Greenbay Road Morgantown WV 26505
 (Address)
304-292-3366 / 304-292-0283
 (Phone Number) / (Fax Number)
badkins@mp-b.com
 (email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Morgantown Printing
 (Company)

RA/CO Brad Adkins CSR Manager
 (Authorized Signature) (Representative Name, Title)

Brad Adkins CSR Manager
 (Printed Name and Title of Authorized Representative)

6-23-16
 (Date)

304-292-3366 / 304-292-0283
 (Phone Number) (Fax Number)

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Wildlife Resources
2017 WV Wildlife Calendar

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Natural Resources Wildlife Resources Section to establish an open-end contract for the printing, bindery and delivery of the annual (2017 – 2020) West Virginia Wildlife Calendar.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“Press-match quality”** means the proof must match the quality of a proof printed on a press versus an off-press proof.
 - 2.5 **“Saddle stitch”** means a stitch made by placing the center of the fold (as of a magazine or pamphlet) across the saddle of the stitcher and driving wire staples through and clinching them on the inside
 - 2.6 **“Holidays”** means days designated by WV Code §2-2-1 as legal holidays (i.e. New Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Lincoln’s Day, Election Days, and Christmas Day).

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **WEST VIRGINIA WILDLIFE CALENDAR**
 - 3.1.1.1 West Virginia Wildlife Calendar must be a full-color offset process printed hanging wall calendar; seven (7) 22” x 14”

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Wildlife Resources
2017 WV Wildlife Calendar

signatures inside plus one (1) 22" x 14" cover; printed two (2) sides and bleed all sides. Two (2) order form insert pages bound in as center spread, printed in two (2) colors on one side, no bleed, vertical and horizontal perforations for tear out.

3.1.1.2 PAPER STOCK:

3.1.1.2.1 Cover: 100 pound #2 Coated Cover Bright Enamel – White.

3.1.1.2.2 Inside Pages: 100 pound #2 Coated Text Bright Enamel – White.

3.1.1.2.3 Order Form Insert Pages: 50 pound #2 offset uncoated– White.

3.1.1.3 PLATFORMS: Vendor must be able to accept files for final production from the following platforms:

3.1.1.3.1 Media - DVD or vendor FTP site.

3.1.1.3.2 Software – PC Format Adobe InDesign CC or current version and Adobe Acrobat (.pdf). **Please Note: Vendor is responsible for converting files to other formats if needed for final production**

3.1.1.4 ELECTRONIC PREPRESS:

3.1.1.4.1 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 must 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.

3.1.1.5 PROOFS - VENDOR MUST PROVIDE:

3.1.1.5.1 Final Publication:

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Wildlife Resources
2017 WV Wildlife Calendar

3.1.1.5.1.1 One (1) set of digital color Press-match print)-with critical color and registration - must be press-match quality.

3.1.1.5.1.2 One (1) composite printout folded and trimmed to size.

3.1.1.5.2 Vendor Correction:

3.1.1.5.2.1 If proof art does not match supplied proof, or error occurs by vendor in output of proof, the agency may request a revised corrected proof from vendor at no charge to the agency.

3.1.1.5.3 Agency Alterations:

3.1.1.5.3.1 Text or graphic changes to original supplied files may be requested by the agency at time of proofing. An hourly charge may be applied by vendor to correct file, but vendor must notify the agency before applying charge and making change.

3.1.1.5.3.2 All changes must be made within three (3) business days of notification of change.

3.1.1.5.4 The vendor must not print order prior to receipt of an "OK to Print" by the agency's appointed designee.

3.1.1.5.5 The final product must match approved proof.

3.1.1.5.6 **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.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Wildlife Resources
2017 WV Wildlife Calendar

3.1.1.6 BINDERY:

- 3.1.1.6.1** 14" x 22" flat folded to 14" X 11" Saddle Stitch along 14" side with 2 heavy-gauge wire staples.
- 3.1.1.6.2** 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.

3.1.1.7 SHIPPING:

- 3.1.1.7.1** Calendars to be shipped banded to pallets suitable for handling with a fork lift. No more than forty (40) cartons of calendars per pallet. Overloading of pallets will result in refusal of shipment.
- 3.1.1.7.2** Calendars must be packed fifty (50) Calendars per carton. Cartons must meet a minimum of two hundred (200) Pounds per Square Inch under the Mullen Bursting Test.
- 3.1.1.7.3** Identification labels must be affixed to the ends of each carton as to quantity and content per carton. Cartons must contain equal quantities unless specified otherwise on purchase order.
- 3.1.1.7.4** F.O.B. Destination. Calendars to be shipped to:
- West Virginia Division of Natural Resources**
Wildlife Resources Section
738 Ward Road, Route 219/250 South
Elkins, WV 26241
- 3.1.1.7.5** Vendor must deliver five (5) samples within fifteen (15) calendar days of printing completion to:
- West Virginia Department of Commerce**
160 Association Drive
Charleston, WV 25311
- 3.1.1.7.6** Before delivery is made, vendor or delivery agent must contact WV Wildlife Resources Section at

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Wildlife Resources
2017 WV Wildlife Calendar

least twenty-four (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.

- 3.1.1.7.7** Deliveries will be accepted between 8 a.m. EST. and 4 p.m. EST. Monday through Friday with no deliveries on Holidays or weekends, unless specified otherwise.

3.1.1.8 MATERIAL STORAGE AND RETURN:

Upon completion of order, all electronic media, proofs 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 fourteen (14) days of completion of project or upon termination of contract. All expenses incidental to returning materials, submitting proofs and furnishing samples must be borne by the vendor.

3.1.1.9 SPECIAL INSTRUCTIONS:

- 3.1.1.9.1** Failure to meet printing quality (improper registration, incorrect paper, smudged printing, off-color match, misplaced images, improper trim, etc.), materials or specifications, etc., is justification for cancellation or refusal of the order.
- 3.1.1.9.2** 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.
- 3.1.1.9.3** No spoils will be accepted as part of delivery volume. 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.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Wildlife Resources
2017 WV Wildlife Calendar

Please Note: The duties of this solicitation were previously performed under DNR212120. An open-end contract was awarded to Knepper Press Corporation on June 19, 2012. The contract was in effect for one year and had two (2) one (1) year renewals and a one (1) year extension. For more information regarding the bids received for DNR213079, please visit:

<http://www.state.wv.us/admin/purchase/bids/FY2012/BO20120403.html>

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall TOTAL BID AMOUNT as shown on the Pricing Pages.

Evaluation will be on Total Bid Amount from the submitted responses.

- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing Unit Cost and Multiplying by Estimated Quantity for the Extended Amount on all requests. Bid package must include costs of printing, binding, boxing, mailing and shipping all regulations. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied. Items listed are estimates only and will be used for bid evaluation purposes only. Actual quantities may be more or less.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Guy.L.Nisbet@wv.gov.

Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Page that is attached separately to the CRFQ and published to the VSS.

If unable to respond online Vendor must submit the Exhibit "A" Pricing Pages in their entirety with your bid prior to the scheduled bid opening date and time.

5. ORDERING AND PAYMENT:

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Wildlife Resources
2017 WV Wildlife Calendar

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: DELIVERY SCHEDULE

6.1.1 Calendar: Final Calendar must be printed and delivered within twenty-five (25) calendar days from date of receipt of art files. This time frame includes one round of proofs (if proofs are unsatisfactory, vendor must provide a second round of proofs). First proof must be delivered to ordering agency within five (5) calendar days of receipt of art files. Ordering agency will promptly review proof and return via UPS next day air.

6.1.2 Reprint Orders: Twenty (20) calendar days from date of receipt of purchase order.

6.1.3 The ship/deliver date indicated on the contract release order is the date product must be delivered to the specified destination.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Wildlife Resources
2017 WV Wildlife Calendar

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charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources-Wildlife Resources
2017 WV Wildlife Calendar

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

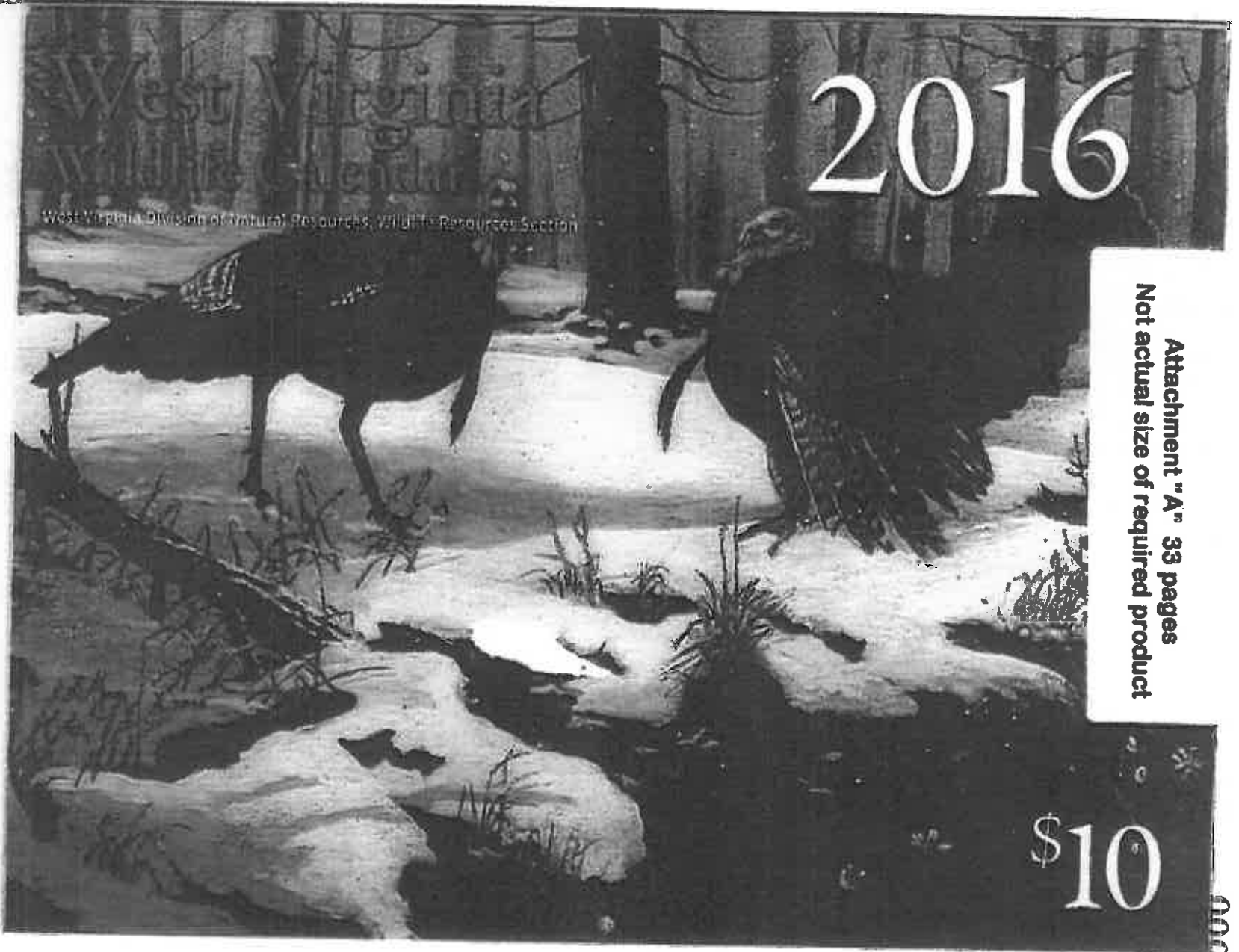
8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Andy Walls

Telephone Number: 304-292-3368

Fax Number: 304-292-0283

Email Address: awalls@mp-b.com



West Virginia
Wildlife Calendar

2016

West Virginia Division of Natural Resources, Wildlife Resources Section

Attachment "A" 33 pages
Not actual size of required product

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JANUARY 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
DECEMBER 2015 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	FEBRUARY 2016 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	• New Year's Day • Martin Luther King Jr. Day • Groundhog Day • Presidents' Day • Groundhog Day • Groundhog Day	Note ON JANUARY 12... • Approval for new laws. • Police training class.	For your copy of the... • Groundhog Day... • Groundhog Day...	1 • Groundhog Day... • Groundhog Day...	2 • Groundhog Day... • Groundhog Day...
3 • Groundhog Day... • Groundhog Day...	4 • Groundhog Day... • Groundhog Day...	5 • Groundhog Day... • Groundhog Day...	6 • Groundhog Day... • Groundhog Day...	7 • Groundhog Day... • Groundhog Day...	8 • Groundhog Day... • Groundhog Day...	9 • Groundhog Day... • Groundhog Day...
10 • Groundhog Day... • Groundhog Day...	11 • Groundhog Day... • Groundhog Day...	12 • Groundhog Day... • Groundhog Day...	13 • Groundhog Day... • Groundhog Day...	14 • Groundhog Day... • Groundhog Day...	15 • Groundhog Day... • Groundhog Day...	16 • Groundhog Day... • Groundhog Day...
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31 • Groundhog Day... • Groundhog Day...						

Beagle and Eastern Cottontail

The year's Mountain Snow-hunting season for the Eastern Cottontail opens on November 1st and runs on February 28, 2016. Even though it can be a challenging time for the hunter in terms of weather, hunting birds and a short daylight hours, the beagle can't wait to be turned loose for the chase! Using a well-trained hunting dog such as the beagle definitely helps when hunting cottontails. The beagle, with its short hair and quickness, was born to chase rabbits in any condition.

The Eastern cottontail lives throughout the state. It has its habitat in the forest, but also lives in the open fields, a great field of view to watch for cottontails. Cottontails are an excellent source of food. It can be found where there is a variety of habitat, which includes fields, hedgerows, brush piles and fields. They can also be found living near farmers and can be a nuisance where garden vegetables. In the summer, cottontails will eat just about anything green including weeds, grasses, clover, and garden crops. Their winter diet includes bark, twigs, vegetation under the snow and even moss by vines.

Artist: **Chris McClellan**
 2014 Hays Creek Road
 Hays, VA 22922
 704-622-2822



- This is a good time to:
- Keep your bird feeder clean and full.
 - Take advantage of clear nights to learn winter star constellations.
 - Look for last year's abandoned bird nests.
 - Listen for owl calls during cold, clear nights.

wvdnr.gov

West Virginia Division of Natural Resources
 Wildlife Resources Section



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000035

FEBRUARY 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<p>☉ New Moon ☽ Waxing Quarter</p> <p>☉ Mid-Moon ☽ Waxing Quarter</p> <p>☉ East Fishing Times</p> <p>☉ West Fishing Times</p> <p>☉ RISE ☉ SET</p> <p>Shown in green: Clear Skies Shown in red: Partly Cloudy Shown in blue: Overcast</p>	<p>1</p> <p>☉ 7:40 ☽ 5:30</p>	<p>2</p> <p>☉ 7:35 ☽ 5:25</p>	<p>3</p> <p>☉ 7:30 ☽ 5:20</p>	<p>4</p> <p>☉ 7:25 ☽ 5:15</p>	<p>5</p> <p>☉ 7:20 ☽ 5:10</p>	<p>6</p> <p>☉ 7:15 ☽ 5:05</p>
<p>7</p> <p>☉ 7:10 ☽ 5:00</p>	<p>8</p> <p>☉ 7:05 ☽ 4:55</p>	<p>9</p> <p>☉ 7:00 ☽ 4:50</p>	<p>10</p> <p>☉ 6:55 ☽ 4:45</p>	<p>11</p> <p>☉ 6:50 ☽ 4:40</p>	<p>12</p> <p>☉ 6:45 ☽ 4:35</p>	<p>13</p> <p>☉ 6:40 ☽ 4:30</p>
<p>14</p> <p>☉ 6:35 ☽ 4:25</p>	<p>15</p> <p>☉ 6:30 ☽ 4:20</p>	<p>16</p> <p>☉ 6:25 ☽ 4:15</p>	<p>17</p> <p>☉ 6:20 ☽ 4:10</p>	<p>18</p> <p>☉ 6:15 ☽ 4:05</p>	<p>19</p> <p>☉ 6:10 ☽ 4:00</p>	<p>20</p> <p>☉ 6:05 ☽ 3:55</p>
<p>21</p> <p>☉ 6:00 ☽ 3:50</p>	<p>22</p> <p>☉ 5:55 ☽ 3:45</p>	<p>23</p> <p>☉ 5:50 ☽ 3:40</p>	<p>24</p> <p>☉ 5:45 ☽ 3:35</p>	<p>25</p> <p>☉ 5:40 ☽ 3:30</p>	<p>26</p> <p>☉ 5:35 ☽ 3:25</p>	<p>27</p> <p>☉ 5:30 ☽ 3:20</p>
<p>28</p> <p>☉ 5:25 ☽ 3:15</p>	<p>29</p> <p>☉ 5:20 ☽ 3:10</p>					

Wild Turkeys in Snow

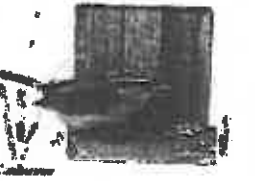
By Billie Mae

Although turkeys were abundant in the Mountain States when the first settlers arrived in the 1700s, extensive logging, coupled with irregular hunting, diminished their population to an all-time low in the early 1900s. Current turkey management techniques and healthy regulations have increased their population to an estimate of more than 90,000.

Male turkeys, also called toms or gobblers, can easily be distinguished from the females or hens. Males usually have "beards" while the females do not. These beards are not hair, but are composed of modified feathers. Males have a black edge on the tip of their breast feathers while the females have bright-colored lower feather tips. The feet of the males are larger than the females and gobblers have a spur on the rear of each leg. Toms also have a fleshy wattle between their eyes and beak. During the mating season their beaks are brightly colored with red, white and blue.

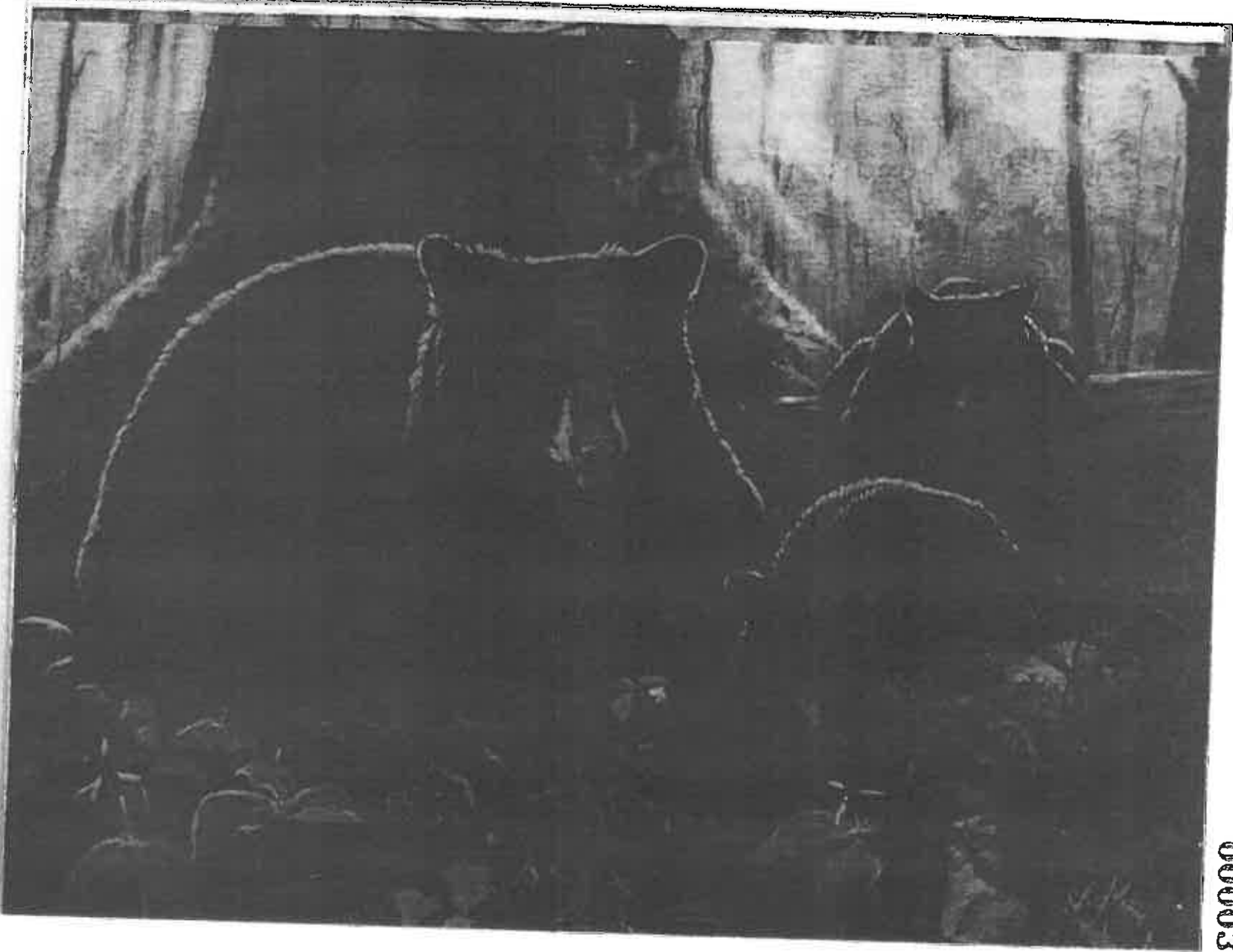
Knowing the difference between male and female always is important when hunting these elusive wild birds. The spring season is for gobblers only and the fall season is for both sexes.

Artist: Barbara McElwain-Hay
7450 Little Creek Highway
Oak Hill, VA 25954
256-728-7782



- This is a good time to:
- Check your camping and fishing gear so everything is ready when you get the urge to get outdoors.
 - Plant a butterfly garden using native plants for your yard. See information on DNR website.
 - Rush up on identifying bird songs before spring.
 - Check lakes with low water in winter to find good future fishing spots.





000037

MARCH 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<p>0 Newborn 0 Flat Quarter 0 Old Bear 0 Lost Bear</p> <p>0 Bear Friday News 0 Bear Friday Day</p> <p>0 BARKER 0 WALKER</p> <p>0 Bear Friday News 0 Bear Friday Day</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>Form a copy of Drug Newborn 2016 News Book Call: 800-368-7267 www.wvdnr.gov</p>	<p>1</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>2</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>3</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>4</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>5</p> <p>0 Bear Friday News 0 Bear Friday Day</p>
<p>6</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>7</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>8</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>9</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>10</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>11</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>12</p> <p>0 Bear Friday News 0 Bear Friday Day</p>
<p>13</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>14</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>15</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>16</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>17</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>18</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>19</p> <p>0 Bear Friday News 0 Bear Friday Day</p>
<p>20</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>21</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>22</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>23</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>24</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>25</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>26</p> <p>0 Bear Friday News 0 Bear Friday Day</p>
<p>27</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>28</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>29</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>30</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>31</p> <p>0 Bear Friday News 0 Bear Friday Day</p>	<p>FEBRUARY 2016</p> <p>S M T W T F S</p> <p>1 2 3 4 5 6</p> <p>7 8 9 10 11 12 13</p> <p>14 15 16 17 18 19 20</p> <p>21 22 23 24 25 26 27</p> <p>28 29</p>	<p>APRIL 2016</p> <p>S M T W T F S</p> <p>1 2 3 4 5 6</p> <p>7 8 9 10 11 12 13</p> <p>14 15 16 17 18 19 20</p> <p>21 22 23 24 25 26 27</p> <p>28 29 30</p>

Black Bears

The Best of Mountain

The black bear is West Virginia's official state mammal. Adults usually tip the scales between 200 and 400 pounds. Amazingly, bear cubs weigh less than one pound when born. Cubs are typically born in January with the new (mother) is mating in her winter den. In the Mountain State, cubs give birth to two or three cubs, although more have been reported. Cubs usually can reproduce when they are between three to four years old.

Cubs are very curious. They feed on berries and other plants in the spring, followed by fruit in the summer, and nuts, and grapes in the fall. Animal material includes insects and their larvae, small mammals and an occasional fish. Bears also feed on carrion, pet food, bird seed and human trash. It is for this reason that some bears may become habituated to human restrictions due to the availability of food and may become a nuisance.

The DNR Wildlife Resource Section has performed considerable research with black bears, determining their population size and dynamics. The information gathered has been used to insure the population will be sound for generations to come.

Arch: Black Bear Mountain State
7000 Lake Creek Highway
Durbin, W. Va. 26031
724-226-7432



This is a good time to...

- Get your boat ready for the upcoming warm weather.
- Observe migrating waterfowl on large bodies of water.
- Order seeds and plants from nurseries or catalogs.
- Take a brisk hike at one of your





000039

APRIL 2016

MARCH 2016					MAY 2016					SUNDAY			
S	M	T	W	T	F	S	M	T	W	T	F	S	S
	1	2	3	4	5	1	2	3	4	5	6	1	2
6	7	8	9	10	11	12	13	14	15	16	17	18	19
20	21	22	23	24	25	26	27	28	29	30	31		
27	28	29	30	31									

NEW! New! New!
Condition of the Quarter
Soil Moisture
Soil Temperature
Soil pH
Soil Nitrogen
Soil Phosphorus
Soil Potassium
Soil Sulfur
Soil Zinc
Soil Copper
Soil Manganese
Soil Boron
Soil Magnesium
Soil Calcium
Soil Chloride
Soil Fluoride
Soil Iodine
Soil Selenium
Soil Silicon
Soil Tin
Soil Vanadium
Soil Molybdenum
Soil Nickel
Soil Cobalt
Soil Arsenic
Soil Lead
Soil Cadmium
Soil Mercury
Soil Chromium
Soil Manganese
Soil Iron
Soil Aluminum
Soil Silicon
Soil Phosphorus
Soil Potassium
Soil Sulfur
Soil Zinc
Soil Copper
Soil Manganese
Soil Boron
Soil Magnesium
Soil Calcium
Soil Chloride
Soil Fluoride
Soil Iodine
Soil Selenium
Soil Silicon
Soil Tin
Soil Vanadium
Soil Molybdenum
Soil Nickel
Soil Cobalt
Soil Arsenic
Soil Lead
Soil Cadmium
Soil Mercury
Soil Chromium

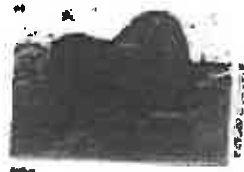
For more information on the Groundhog
Check out the Groundhog
at the rate of approximately one
inch of an inch every week. The
tips of the upper and lower incisors
grow against each other every time the
animal chews, constantly grinding and
wearing them down.
It uses these front teeth constantly
to chew on about one third of
its body weight in vegetation every
day. Their mostly herbivorous diet
includes clover, alfalfa, vegetables,
flowers, berries, leaves, twigs and the
occasional insect and snail.
Like the chipmunk, the groundhog
is a true hibernator. The hibernation
may last from October to early spring,
when the males emerge usually one
month before the females. During
hibernation a groundhog's heart rate
decreases from 200 beats per minute
to 15 and its breathing slows down to
16 breaths per minute for two days. Its
body temperature decreases from 96
degrees down to 47 degrees.
Before entering hibernation, the groundhog
must fatten up and gain weight, since
it lives up to one third of its weight
during the winter. This stored fat
sustains the groundhog through its
sleep and helps when they emerge
when food may be scarce.

At the: Dish McClellan
5000 North Lincoln Road
North, VA 22063
703-897-8000

Groundhog

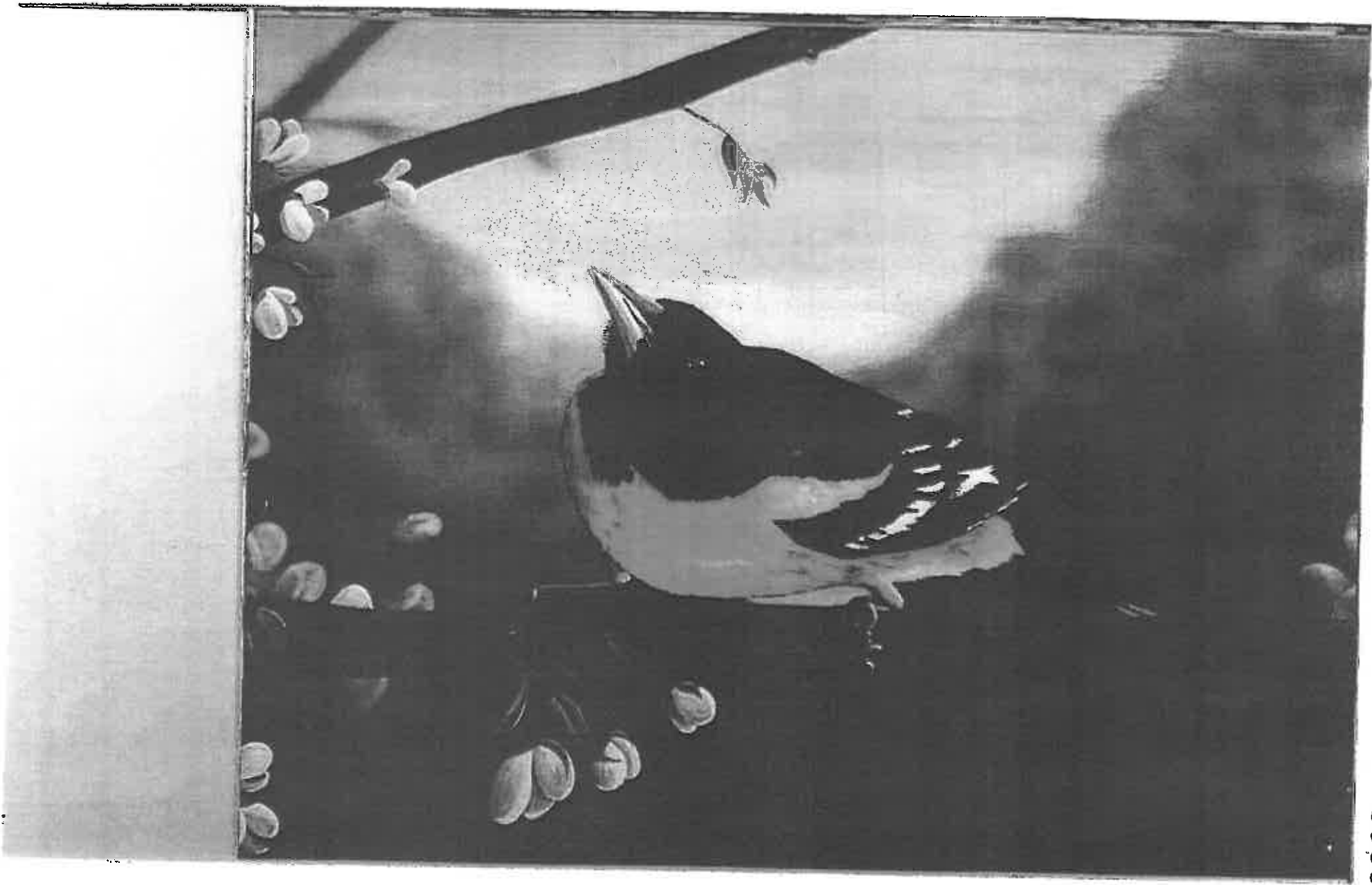
The groundhog, or woodchuck, has large, front upper and lower teeth called incisors. These incisors grow at the rate of approximately one inch of an inch every week. The tips of the upper and lower incisors grow against each other every time the animal chews, constantly grinding and wearing them down. It uses these front teeth constantly to chew on about one third of its body weight in vegetation every day. Their mostly herbivorous diet includes clover, alfalfa, vegetables, flowers, berries, leaves, twigs and the occasional insect and snail. Like the chipmunk, the groundhog is a true hibernator. The hibernation may last from October to early spring, when the males emerge usually one month before the females. During hibernation a groundhog's heart rate decreases from 200 beats per minute to 15 and its breathing slows down to 16 breaths per minute for two days. Its body temperature decreases from 96 degrees down to 47 degrees. Before entering hibernation, the groundhog must fatten up and gain weight, since it lives up to one third of its weight during the winter. This stored fat sustains the groundhog through its sleep and helps when they emerge when food may be scarce.

At the: Dish McClellan
 5000 North Lincoln Road
 North, VA 22063
 703-897-8000



- This is a good time to:
- Enjoy the choruses of mating frogs and toads.
 - Make a rain gauge with your children.
 - Fish for crappie in shallow water. When the dogwood bloom, crappie become active.





000041

MAY 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 MAY 1 2016 7:00-8:00 PM 8:00-9:00 PM	2 MAY 2 2016 8:00-9:00 AM 9:00-10:00 AM	3 MAY 3 2016 9:00-10:00 AM 10:00-11:00 AM	4 MAY 4 2016 10:00-11:00 AM 11:00-12:00 PM	5 MAY 5 2016 11:00-12:00 PM 12:00-1:00 PM	6 MAY 6 2016 12:00-1:00 PM 1:00-2:00 PM	7 MAY 7 2016 1:00-2:00 PM 2:00-3:00 PM
8 MAY 8 2016 2:00-3:00 PM 3:00-4:00 PM	9 MAY 9 2016 3:00-4:00 PM 4:00-5:00 PM	10 MAY 10 2016 4:00-5:00 PM 5:00-6:00 PM	11 MAY 11 2016 5:00-6:00 PM 6:00-7:00 PM	12 MAY 12 2016 6:00-7:00 PM 7:00-8:00 PM	13 MAY 13 2016 7:00-8:00 PM 8:00-9:00 PM	14 MAY 14 2016 8:00-9:00 PM 9:00-10:00 PM
15 MAY 15 2016 9:00-10:00 AM 10:00-11:00 AM	16 MAY 16 2016 10:00-11:00 AM 11:00-12:00 PM	17 MAY 17 2016 11:00-12:00 PM 12:00-1:00 PM	18 MAY 18 2016 12:00-1:00 PM 1:00-2:00 PM	19 MAY 19 2016 1:00-2:00 PM 2:00-3:00 PM	20 MAY 20 2016 2:00-3:00 PM 3:00-4:00 PM	21 MAY 21 2016 3:00-4:00 PM 4:00-5:00 PM
22 MAY 22 2016 4:00-5:00 PM 5:00-6:00 PM	23 MAY 23 2016 5:00-6:00 PM 6:00-7:00 PM	24 MAY 24 2016 6:00-7:00 PM 7:00-8:00 PM	25 MAY 25 2016 7:00-8:00 PM 8:00-9:00 PM	26 MAY 26 2016 8:00-9:00 PM 9:00-10:00 PM	27 MAY 27 2016 9:00-10:00 PM 10:00-11:00 PM	28 MAY 28 2016 10:00-11:00 PM 11:00-12:00 AM
29 MAY 29 2016 11:00-12:00 PM 12:00-1:00 PM	30 MAY 30 2016 12:00-1:00 PM 1:00-2:00 PM	31 MAY 31 2016 1:00-2:00 PM 2:00-3:00 PM	<p>Per your copy of Being Responsible, Wild Moon Club, 6161 Maple, phone 410-326-1111, website www.wildmoonclub.com, 42777 paved in Hunt Creek, 42777 paved in Hunt Creek, 42777 paved in Hunt Creek, 42777 paved in Hunt Creek, 42777 paved in Hunt Creek.</p>		<p>APRIL 2016 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</p> <p>JUNE 2016 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</p>	

Baltimore Oriole By Randy Blair

The beautiful sight and tune-the melody, song of the Baltimore Oriole is a sure sign that spring has arrived in the Mountain State. It typically arrives in West Virginia during the last week in April and stays only until mid-September when it migrates back to its wintering home in Central America and northern South America. During this brief time the female builds one of the most unique bird nests in the world. It takes about a week for the female to construct this pocket-like, gourd-shaped, hanging nest.

In spring, Baltimore Orioles consume many insects including crop-damaging caterpillars, such as tent caterpillars and the larvae of gypsy moths. In late summer and fall they eat insects, ripe fruit, and seeds. They can be attracted to bird feeders if slices of ripe oranges or fruit jars are provided.

According to the North American Breeding Bird Survey, Baltimore Oriole populations have declined throughout their range at a rate of approximately three percent per year. Habitat loss on their summer ranges, disturbance on their wintering grounds, riddled with dangers during migration, contribute to this population loss.

Article: Randy Blair
18021 Mt. Savage Road NW,
Farmingdale, MD 21532
301-998-8188



- This is a good time to:
- Watch for birds gathering nesting materials and building nests.
 - Look in shady places for animal tracks.
 - Learn how to use a GPS unit and go geocaching at a state park.
 - Take the safe boating course online at wvdnr.gov.

wvdnr.gov

West Virginia Division of Natural Resources
Wildlife Restoration Section



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000043

JUNE 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
MAY 2016 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	JULY 2016 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	• Newborn • First Quarter • Full Moon • First Quarter • New Moon • First Quarter • First Quarter • First Quarter • New Moon • First Quarter • First Quarter • First Quarter • New Moon • First Quarter • First Quarter • First Quarter • New Moon • First Quarter • First Quarter • First Quarter	1 • Newborn • First Quarter • Full Moon • First Quarter • New Moon • First Quarter • First Quarter • First Quarter • New Moon • First Quarter • First Quarter • First Quarter • New Moon • First Quarter • First Quarter • First Quarter • New Moon • First Quarter • First Quarter • First Quarter	2 • Newborn • First Quarter • Full Moon • First Quarter • New Moon • First Quarter • First Quarter • First Quarter • New Moon • First Quarter • First Quarter • First Quarter • New Moon • First Quarter • First Quarter • First Quarter • New Moon • First Quarter • First Quarter • First Quarter	3 • Newborn • First Quarter • Full Moon • First Quarter • New Moon • First Quarter • First Quarter • First Quarter • New Moon • First Quarter • First Quarter • First Quarter • New Moon • First Quarter • First Quarter • First Quarter • New Moon • First Quarter • First Quarter • First Quarter	4 • Newborn • First Quarter • Full Moon • First Quarter • New Moon • First Quarter • First Quarter • First Quarter • New Moon • First Quarter • First Quarter • First Quarter • New Moon • First Quarter • First Quarter • First Quarter • New Moon • First Quarter • First Quarter • First Quarter
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Opposite

The opossum is one of West Virginia's most unique animals. Its name is derived from the Algonquian word that translates into "white animal." A gathering of opossums is referred to as a posse. It is the only mammal in the United States, having a pouch similar to kangaroos. Although the female can give birth to 50 young, the usual litter is 7 or 8. Their omnivorous diet includes insects, birds, small mammals, plant material, table scraps, cat and dog food, garbage and garden crops.

They have a long, curly-looking prehensile tail that can be used for climbing and carrying vegetation. They can use this tail for hanging for a short time, but do not sleep upside down hanging from their tail.

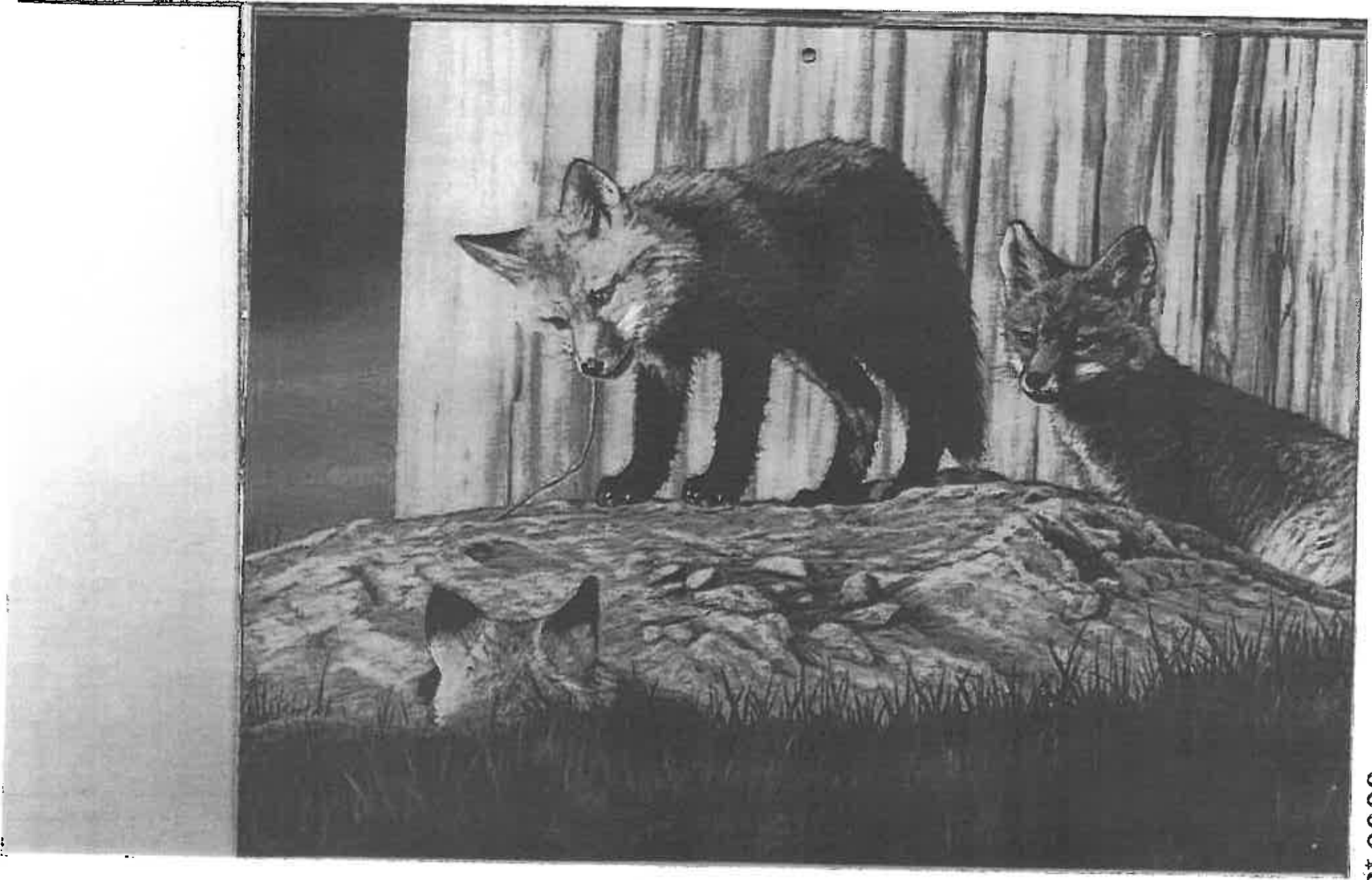
Fatigued opossums try to run away if that fails, they can both growl and hiss, but, unlike a snarl, only growl when excited, and even play dead.

The breeding season is mainly between the warm months from a timber rattlesnake and other predators. Scientists are researching the opossum's and especially they will develop an effective antidote for use in humans.

Artist: Shelby Cook
 206 Adams Lane
 Martinsburg, WV 26003
 204-763-3839



- This is a good time to:
- Learn to identify different insect hatches and when they occur.
 - Visit the State Wildlife Center at French Creek to see native wildlife while getting some exercise.
 - Photograph wildflowers.
 - Float fish for smoothmouth bass. These fish are active in June and most of the state's waters remain suitable for



JULY 2016

JUNE 2016							AUGUST 2016																																									
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Red Fox Kits In The Wild

The Johnsons' den of a red fox kit typically is hidden around with a six-foot-wide main hole, and two to three smaller, less conspicuous escape holes. The female may enlarge an abandoned woodchuck hole or renovate a burrow from a previous season. She may also use a stump in back, side of a hill, or an old stone or brick log. When the den is ready, she'll sand out a scent to attract a mate. The pair stays together until autumn.

The mother fox gives birth to four or eight quarter-pound kits in March, April or May. The male obtains food for himself and his mate, which stays in the den with her kits. When about a month old, the kits play above ground, eating food brought by their parents. The next few weeks are a dangerous time for the kits, as predators such as coyotes, cats, great horned owls and golden eagles have an appetite for them. Once the parents bring the food to the kits, they begin to kill their own food. Though they eat many small mammals during the winter, they feed on insects, crayfish and leeches including caterpillars, beetles, and grasshoppers during the summer.

By autumn, the pups leave their home and alone on their own. At this time, the mother and father also disperse and live solitary during the fall and early winter.

Article: When Night
2008 Wildlife Watch
Lena, WV 26025
764-692-8971



By Virginia Division of Natural Resources

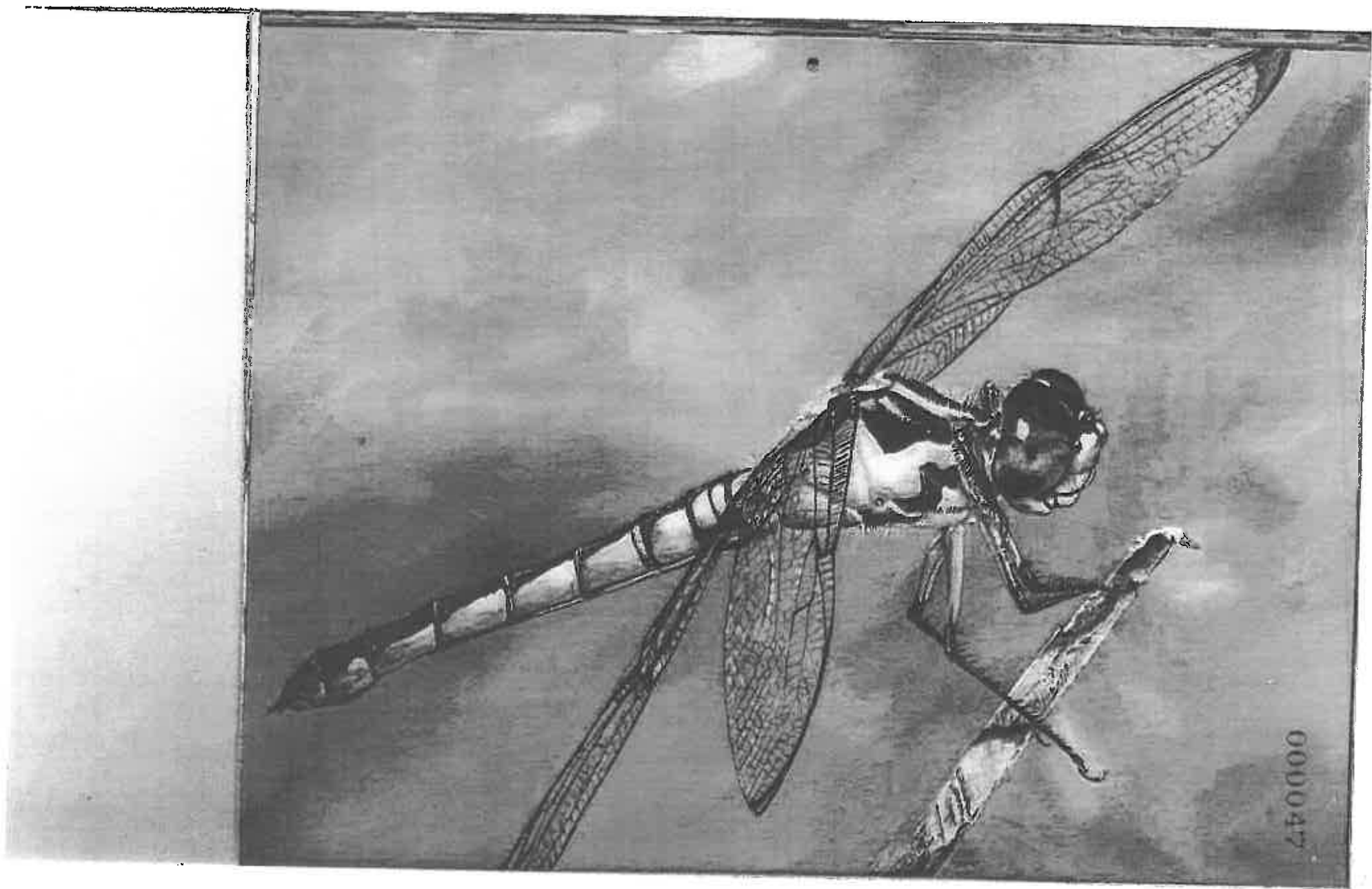
This is a good time to:

- Add a threshold to your backyard. Keep it clean.
- Learn the position of summer constellations in the night sky.
- Learn to identify the many small mammals you see in the woods.

wvdnr.gov

The Virginia Division of Natural Resources
Wildlife Resources Section

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2016 CALENDAR ORDERING INFORMATION

Want more of this year's calendar? Use the order forms below to order additional copies!

West Virginia Wildlife Calendar

Send me _____ 2016 West Virginia Wildlife Calendar(s)
at \$10 - plus \$6.50 shipping and handling per calendar.
(West Virginia residents add 60 cents tax for each
calendar ordered.)

Total amount enclosed \$ _____

NAME (PLEASE PRINT) _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

BE SURE TO INCLUDE ZIP CODE

Make check or money order payable to:
WV DNR

Mail to:

Wildlife Calendar
West Virginia Division of Natural Resources
P.O. Box 67 • Elkins, WV 26241

West Virginia Wildlife Calendar

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WV DNR

Mail to:

Wildlife Calendar
West Virginia Division of Natural Resources
P.O. Box 67 • Elkins, WV 26241

Leave the sheet behind this one as a reminder in August 2016 to order next year's calendar before the holiday rush.

Calendars make great presents!

Credit cards



also are accepted. Phone 304-637-0245 to place an order.

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AUGUST 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY																																																																																																		
<p>● Newborn Dragonflies ○ Adult Dragonflies ● Back Flushing Time ● Gnat Flushing Day ● Sunrise ● Sunset</p> <p>Notes on parenting: Chatterbox have characteristics in both for other families.</p>	<p>1</p>	<p>2</p>	<p>3</p>	<p>4</p>	<p>5</p>	<p>6</p>																																																																																																		
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Green Darner

By Janet Ruppel Chambers

Although the story tells the dragonflies in the genus family can "seen" a human's eyes about a fly, these colorful insects do spell down for a variety of insects, including other dragonflies. In fact, one of this large dragonfly's cousins remains in the genus Hemis. They can grow up to three inches long.

Green darners likely occur statewide at ponds and topsoil near water vegetation that runs above the water's surface, and in meadows. It is the most common of the 12 damers species in the Virginia. Stages of the male have shown them to be most active during mid-to late-July and again in late July. The two peaks of activity reflect the movement of migrants heading north in late spring, followed by holding of the young later in the summer.

The aquatic nymphs still, they prey through underwater vegetation. Adult males patrol a territory at high speeds. Females may feed in open fields and clearings away from water. Females lay their eggs through their ovipositor in floating water plants or rotting logs.

Artist: Janet Ruppel Chambers
3 Morning Glory Street
Winfield, WV 25212
304 386-3329



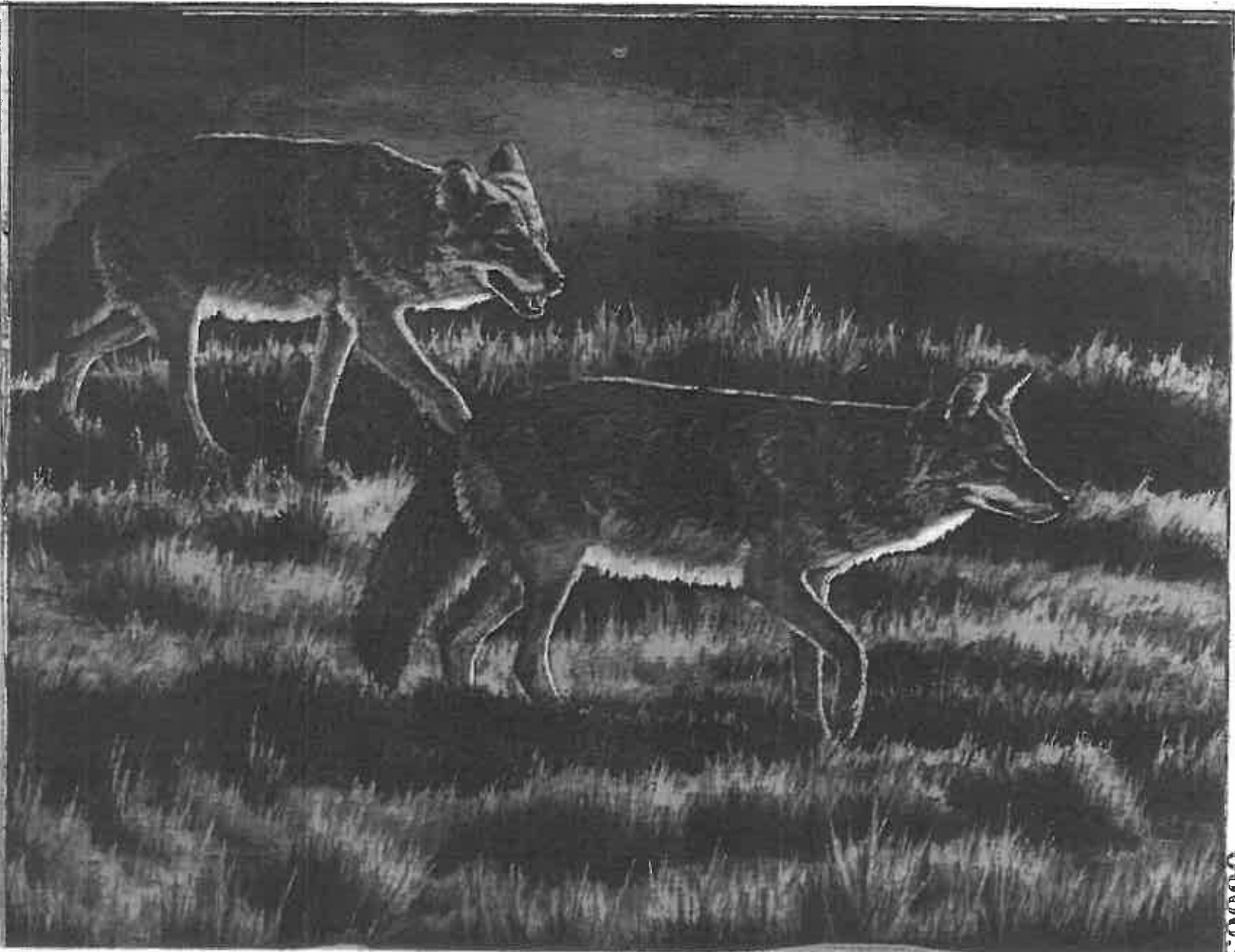
- This is a good time to:
- Keep up your summer flower routine so flying will come easily in hunting season. Hiking is a great way to do that and you can spot for game while you keep fit.
 - Fish for sunfish at dawn and dusk. Learn to tell bluegills from green sunfish.
 - If you haven't had a Hunter Safety Class, take the course online at wvdnr.gov or call a DNR district office to sign up for one.

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West Virginia Division of Natural Resources
Wildlife Resources Section



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SEPTEMBER 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAUNDAY
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Coyote Pair


The setting of the sun brings out coyotes on a quest for food that could last to the dawn's early light. Coyotes often hunt in pairs or small groups, especially when pursuing larger prey. They rarely run in relays to trap prey or wait while others chase prey toward it. When hunting small rodents, it stalks the prey, freezes, and then pounces. Pupae make up the largest part of their diet, while they also consume rabbits, young deer and wild turkeys. On a much larger scale, they will eat muskrat, otter and small fish, young beaver, and scavenge through garbage.

Though often raised in packs, they often disperse between 6 months of age and two years of age in search of their own territory, a new pack, or a mate with which they can start a pack. Coyotes stay with the same mate as long as they mate does. A female can adopt her mate based on availability of food and other factors.

The typical run: day is a mile-long tunnel, 8 to 10 feet long, ending in a narrow chamber. Average length is five to seven yards. If the den is disturbed, the female will move her pups to a new home.

Coyotes have adapted well to urban life and have become wild "urbanites" due to videos shot in New York City, Chicago and other major cities.

Article: Ryan Knight
 2013 White Church Road
 Laton, WI 53121
 204 483 3831



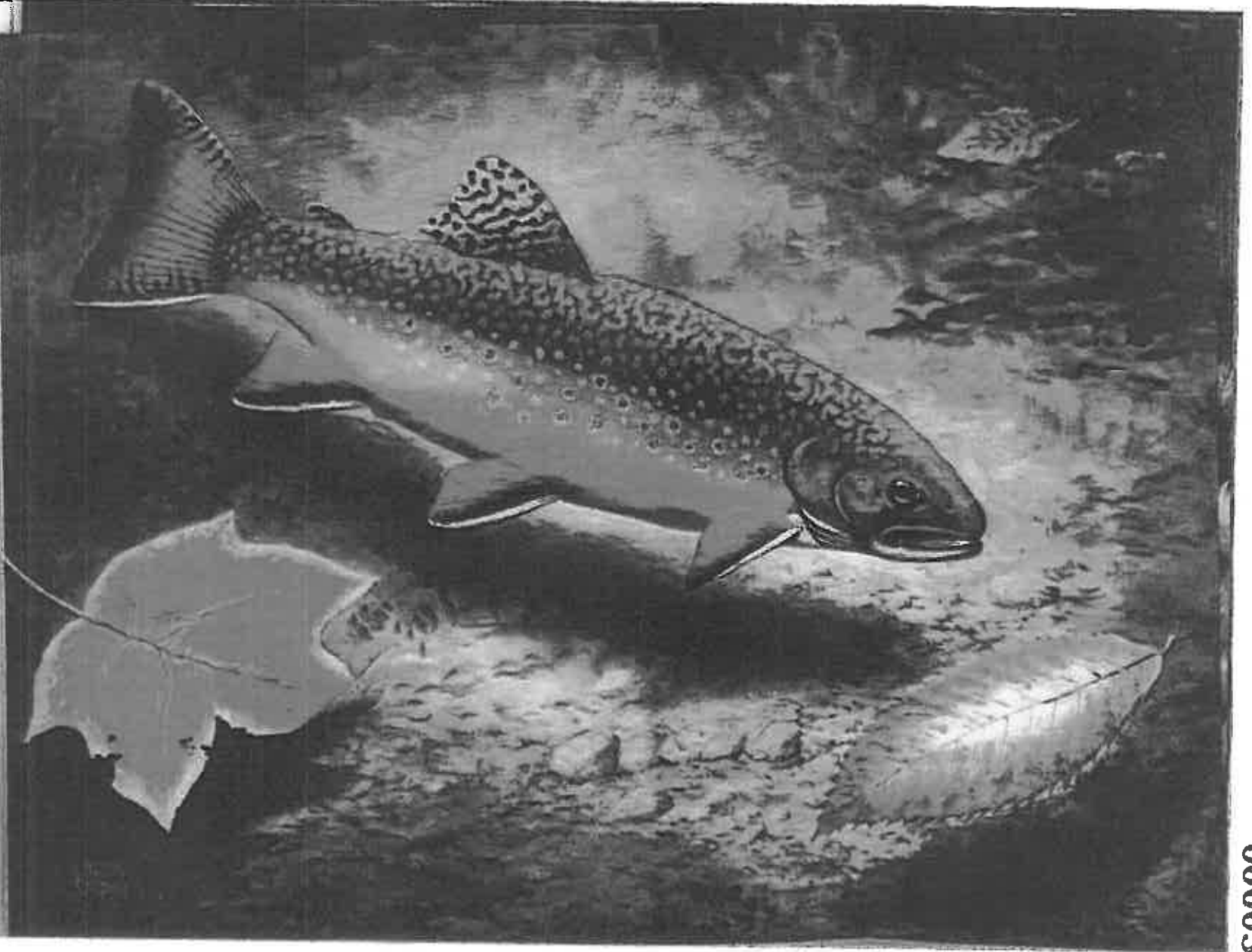
- This is a good time to:
- Listen at night for migrating birds as they call back and forth.
 - Find abundant mast to increase your chances of begging a deer or turkey.
 - Take a night hike to look at glow-in-the-dark fungi such as lobster oyster and jack-o-lantern.

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West Virginia Division of Natural Resources
 Wildlife Resources Section




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OCTOBER 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
SEPTEMBER 2016 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	NOVEMBER 2016 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	☉ Noon ☌ 7:30 PM ☌ 11:00 AM ☌ 1:00 PM CRANFORD State spawning channel near Cranford town fork in other location.	Note NOVEMBER 11 1. Spawning channel is located near Cranford town fork in other location. 2. Spawning channel is located near Cranford town fork in other location. 3. Spawning channel is located near Cranford town fork in other location.	Perseverance of Song November 2016 Moon Club L. Spawning channel is located near Cranford town fork in other location.	CRANFORD State spawning channel near Cranford town fork in other location.	1 ☉ 11:00 AM ☌ 1:00 PM ☌ 3:00 PM ☌ 5:00 PM
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30 ☉ 11:00 AM ☌ 1:00 PM ☌ 3:00 PM ☌ 5:00 PM	31 ☉ 11:00 AM ☌ 1:00 PM ☌ 3:00 PM ☌ 5:00 PM Spawning channel is located near Cranford town fork in other location.					

wvdnr.gov

West Virginia Division of Natural Resources
 Wildlife Resources Section



Brook Trout by Chuck Rapp

Catching a glimpse of the magnificent breeding season of the male brook trout reminds us of nature's beauty. Brook trout, the only trout species native to West Virginia, often spawn in the same stream and occasionally even in the same pool as brown trout and rainbow trout. A variety of barriers, however, keep them from interbreeding. These barriers include spawning time, location of spawners within the stream, and physical characteristics. Brook trout spawn during October - before the other two species. At the spawning season approaches, brook trout swim upstream toward the headwaters of small streams, separating them geographically from the brown trout.

Because of low stream flows in October, brook trout select spawning sites, called riffles, at the head of a pool where the water is the most downstream pool from the stream and returns to the headwaters further up in the pool than brook trout.

Brook trout eggs remain buried in the stream gravel until they hatch in late February. Brown trout eggs hatch in early March while rainbow trout hatch in late March.

By mixing up of different living conditions, and one thing they know: when more trout can live in a single stream.

Artist: Chuck Rapp
 325 Broadwood
 Huntington, WV 25704
 304-625-2425

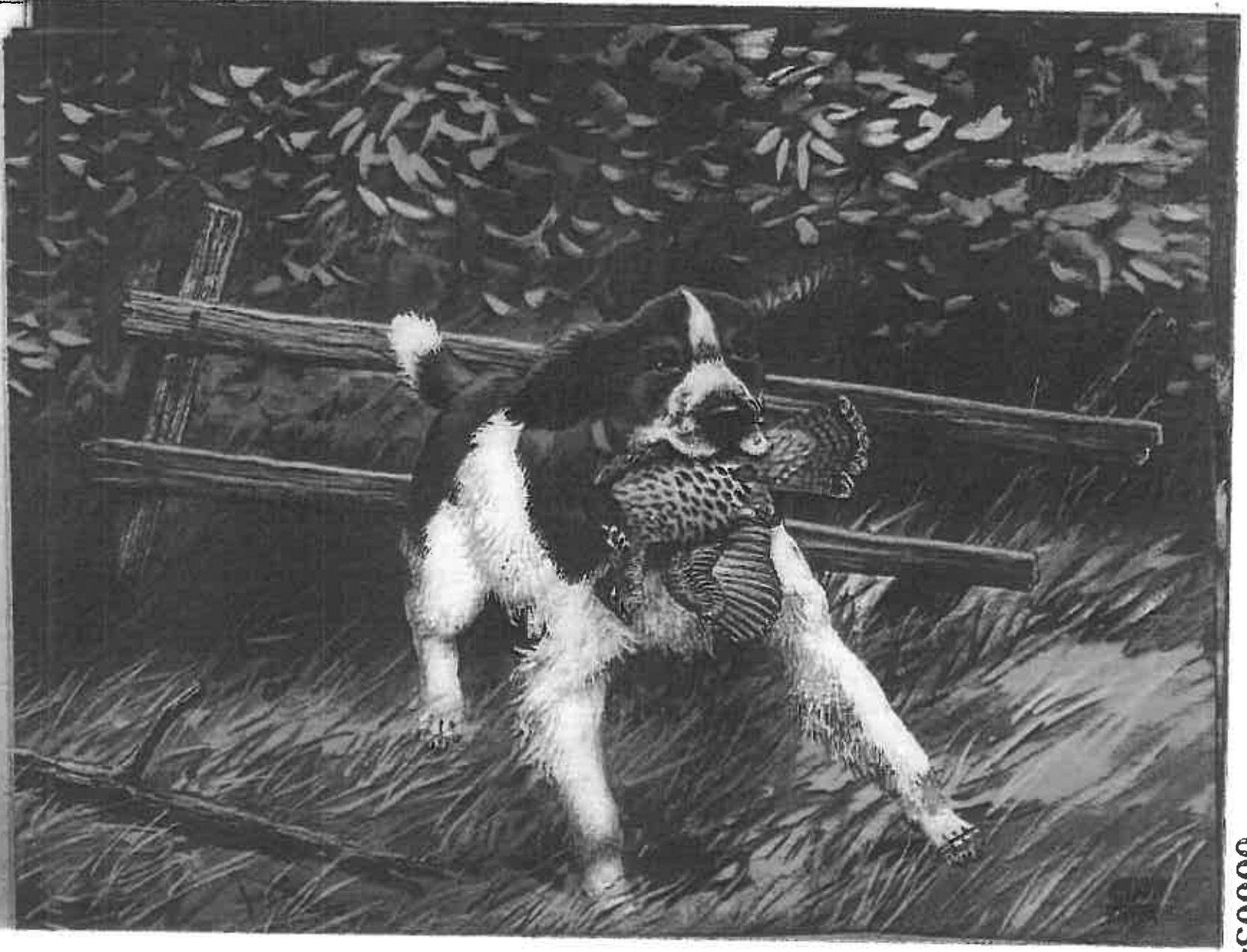


Illustration

This is a good time to:

- Make leaf prints and bark rubbings with your children.
- Look and listen for geese as they fly overhead.
- Go squirrel hunting and take a young person with you.
- Enjoy the fall trout season. Standing information is in the fishing regulations and online at wvdnr.gov.

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NOVEMBER 2016

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Springer Spaniel with Ruffed Grouse by Chuck Pippin

Grouse hunters are a dedicated lot who enjoy spending time in the woods of West Virginia whether or not they fetch many birds.

Much of the state's forests have remained open and healthy grouse habitat. The West Virginia Resource Commission is working with other agencies and organizations to address the lack of early successional habitat throughout the state. Ruffed grouse do best in the young forests, especially those with a ground clearing, and in abandoned farmland with overgrown pastures.

Both male and female ruffed grouse have trumpet calls on each side of the neck. The male, along with the head trail, are raised when the bird is excited.

Young grouse eat insect larvae, beetles, flies, and earth spiders, along with some seeds. Adults are primarily berries. They consume the leafy, fruity, and flowery parts of plants. In addition to fleshy fruits such as blueberries, blackberries and raspberries.

The Springer spaniel is one of several early dogs used to flush and retrieve grouse. A well-trained Springer will flush and retrieve grouse. Contact your local Springer spaniel club for more information.

Article: Chuck Pippin
 2555 Dresden Road
 Huntington, WV 25704
 204-528-0335



This is a good time to:

- Build a brush pile for wildlife cover.
- Look for interesting evergreen moisture and Richard.
- Buy or make outdoor holiday presents and friends.
- Start a tradition and spend Thanksgiving with your family.

wvdnr.gov

West Virginia Division of Natural Resources
 Wildlife Resources Section



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DECEMBER 2016

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
NOVEMBER 2016 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	JANUARY 2017 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	NOVEMBER 2016 23 24 25 26 27 28 29 30	NOVEMBER 2016 30	NOVEMBER 2016 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	NOVEMBER 2016 22 23 24 25 26 27 28 29 30	NOVEMBER 2016 29 30
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Snowy Owl By David Kuhn

Usually a denizen of the frozen Arctic Circle, snowy owls only come as far south as the Northern States during migration. An exception is an irregular migration, thought to be triggered by high populations of the species and a relative scarcity of food resources for the many birds in its native habitat. This species' irregular migration occurs every four years, sometimes extending dating back to 1825. The availability of food in the Arctic Circle also determines other behaviors of the owl. When food is scarce, females lay fewer eggs and chicks demand larger territories. When the snowy owl does appear in West Virginia, it attracts a lot of attention. One reason is that it is active during the day as opposed to most owls, which are mostly nocturnal. One reason it is noticeable is that it stands up as two feet tall with a wingspan of about five feet. At five pounds they weigh more than any other owl in North America. Males become lighter in color with age, often becoming solid white. Females usually have more dark bars on them. Snowy owls have catlike, yellow eyes and dense feathering on the legs that helps keep their legs warm. During their stay in West Virginia, they feed on rabbits and rodents. Snowy owls usually fly close to the ground. They use their sharp talons, great eyesight and hearing to catch their prey.

Artist: David Kuhn
 1222 County Highway 46
 Durbin, WV 26031
 807-254-9222



Artist: David Kuhn

- This is a good time to:
- Buy a live native tree to plant after the holidays.
 - Participate in a Christmas bird count. Call the DNR Education office at 204-637-0265 for the location nearest to you.
 - Take a winter hike and look for animal signs: tracks, scat, rubbings and pellets.

wvdnr.gov

West Virginia Division of Natural Resources
 Wildlife Resources Section



000057

Wild bears and birds are by rights
 not the property of the people
 that today, but the property of future
 generations, whose belonging has no
 right to expand.
 Theodore Roosevelt



Photography by David Fattaleh and Steve Shaluta



If you wish your children to think
 deep thoughts or have the helix
 emotion take them to the rocks
 and hills and give them the freedom
 of the mountains the hills partly their
 who walk upon them
 Richard Daffron



Age comes from simple and natural things, moss on meadows, sunlight on
 leaves, the path of the moon over water. Even snow and wind and storm clouds
 being just as knowing animals and flowers, and where they live. Such things
 are where you find them, and belong to the means and ends. They require little
 scientific knowledge, but bring us their own ecological perspective, and a way of
 looking at the world.

Sydney Olson

Tapestry



When we try to pick out anything by
 itself, we find it hitched to everything
 else in the universe

John Muir

Nature's



*In every walk with nature, one receives
far more than he seeks.*

John Muir



*In the woods, too, a man cast off his years as the snake his slough, and he, what period
season of life was always child. In the woods is perpetual youth.*

Ralph Waldo Emerson



*For if one link in nature's
chain might be lost,
another might be lost,
and the whole of things
will surely be perverted.*

Thomas Jefferson



*Climb the mountains and get their good tidings. Nature's peace will
flow into you like sunshine flows into the trees. The winds will blow
their own freshness into you and the stars their own bright beams
will drop like curtains on your tents.*

John Muir



*The Grand Staircase stands to a sleep across
somewhere; the day is now all that is over; a shadow
is forever falling; upon some way. Eternal sunset
eternal sunset, eternal dawn and glimmering on sea
and continents and islands; each in its own way, in the
eternal earth rolls.*

John Muir



Likin' Lichens on a rock in the Pacific Northwest

090000



Black and white lichen
(*Cladonia cristallina*)



Long lichen
(*Lobelia pulcherrima*)



Cap lichen
(*Cladonia chloropora*)

D ID YOU KNOW that West Virginia has about 275 species of lichens? Don Fluckiger, a specialist who studies lichens, wrote a book under the Wildlife Diversity Program's Research and Cooperative Projects Grants Program in which he compiled a list of lichen species known from the Mountain State.

Lichens are found in several regions including the life history and importance in ecology. Even though we talk about different "species" of lichens, each species is really a combination of two different organisms, one a fungus and the other an alga. In the life, however, we separate the lichen into the fungal and algal components, and grow them independently for at least a short time. In the wild, however, if the fungal part of the lichen does not find the proper alga to possibly parasitize, it will die. For many years, no one could combine the fungal component with the algal component in a laboratory and make a lichen grow into a lichen. Then, by chance, a lichen production fell down from over a long waterfall, and upon impact dissolved and the fungal component had possessed the algal component in the dry environment and produced a lichen.

Lichens are among the first species to colonize a new area. They are gone during an event such as a fire and lichen can usually begin to make soil by growing on what the forest has left. They also help form the soil from more soil and allow other species such as mosses to move in.

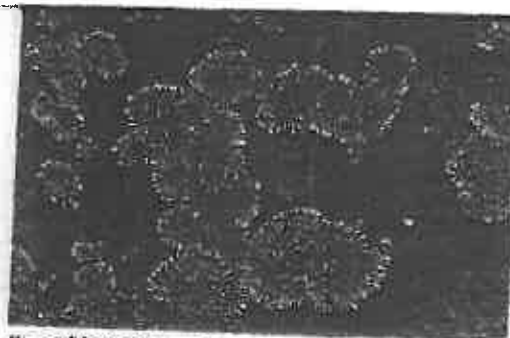
In West Virginia, there are about 100 species of lichens in some of the best sites, such as exposed rocks on mountain summits. One species, called rock tripe, is a lichen common in these areas. Rock tripe is an edible, but not necessarily palatable, lichen. It is usually washed and ground. You should be careful when eating it. There are three different species of this genus of lichen, and there are two other genera that look similar. It is always best to know exactly what species you attempt to eat.

If you want to identify lichens you'll need a book and, unfortunately, you'll need a lot of time and resources. The distribution of the lichen communities in these books make more of us pull our hair out in frustration. So how do you start finding the lichen? For most a collection, nothing that you found each specimen and on what surface it was growing. The most notable substrate will be rock, wood, or just on the ground. Once you have a small collection, look at how and where you collected. You'll see that has done a lot of successful collecting.

In the woods, students and teachers can use a few simple tools. Many of the lichens can be found on rocks, so considered a substrate. Lichens are also used for dyeing materials such as wool, used in creating the famous "Wash on color" and can spots serve as the source of the dye for litmus paper. This paper, when dipped in a liquid, allows people to quickly tell whether the liquid is acidic or basic.

Lichens are important in the study of air pollution. Many lichens are very sensitive to air pollution and die in areas of high concentrations of nitrogen dioxide or heavy metal pollutants. California alone has lost about half of the common rock species that were observed in the state 100 years ago. Because of the people in West Virginia have collected and identified lichens, we may never know what we have lost already, but we can at least know what "species" of lichens are part of the Mountain State's natural heritage.

Mountain Lichens: A Field Guide to the Mountain State's Natural Heritage, Wildlife Diversity Program, Research and Cooperative Projects Grants Program, 1995, by Dr. J. Fluckiger



Mountain lichen (*Timoloma corymbosum*)



Dark lichen (*Cladonia umbellata*)



Blue lichen (*Cladonia ciliata*)

WV GAME LOG IN. CHECK

Get your
DNR
ID#



Get out &
hunt



Check
your game
1 of 3 ways



GETTING YOUR DNR ID NUMBER

Your DNR ID number is the number you will use the rest of your life to check big game or if you trap a beaver, otter, bobcat or fisher. The number can be up to six digits long. Your sunset or lifetime "license number" is a different number and will not work.

Annual license buyers: When you buy a base license, your permanent DNR ID number will be printed in the upper left part of your license.

Non-licensed hunters: If you are not required to buy a license (for example, landowner, underage, hunter who turned 65 before 1/1/12, etc.) you can obtain your permanent DNR ID number by going online at wvhunt.com and clicking on "Don't have an Account? Sign Up Here," visiting a license agent, or calling a DNR district office, or Elmer or South Charleston office.

Lifetime license holders: You have already been entered into the ELS system and assigned a permanent DNR ID number. To find out what your DNR number is, visit a license agent, or call a DNR district office or the South Charleston office. Your information will need to be verified for accuracy and activated.

CHECKING GAME

- By phone have your DNR ID number handy and call 1-844-862-4325.
- Online: go to wvhunt.com and click on "Check Game" and enter the date of harvest and your DNR ID number.
- Visit a license agent (you don't have to bring the animal with you).

Upon completion of the check, you will be given a 13-digit number that must be recorded on a DNR Field Log. It is on a sheet of paper that displays the harvest or check date and district.

2016 HUNTING, TRAPPING AND FISHING LICENSE FEES

RESIDENT LICENSES

Conservation Stamp (Class CS)	\$ 3.00
Required for all licensed hunters and anglers except holders of Class V, X, XI, AHS, A-L, B-L and AB-L licenses	
Hunting and Trapping License (Class A)	\$120.00
Apprentice Hunting License (Class AN)	\$20.00
Some privileges as Class A, but completion of hunter safety course not required - see hunting regulations	
Sportsman Hunting/Trapping/Fishing License (Class X)	\$30.00
For ages 14 through 64. Includes privilege of Conservation Stamp. Class A, C and H licenses	
Junior Sportsman Hunting/Trapping/Fishing License (Class XJ)	\$15.00
Similar to Class X, but for ages 15-17	
Junior Apprentice Hunting License (Class ANJ)	\$20.00
Some privileges as Class AN, or ages 15-17 and completion of hunter safety course not required - see hunting regulations	
Archery Deer Hunting Stamp (Class H)	\$10.00
Must be accompanied by a Class A, AN, ANJ, A-L, AB-L, X, XJ or H license	
Additional Archery Deer Hunting Stamp (Class H)	\$21.00
Must be accompanied by a Class A, AN, ANJ, A-L, AB-L, X, XJ or H license	
Additional Firearms Deer Hunting Stamp (Class H)	\$21.00
Must be accompanied by a Class A, AN, ANJ, A-L, AB-L, X, XJ or H license	
Additional Muzzleloader Deer Hunting Stamp (Class H)	\$21.00
Must be accompanied by a Class A, AN, ANJ, A-L, AB-L, X, XJ or H license	
Resident Big Game Stamp (Class B)	\$20.00
Required of Class A or AN license holders to hunt deer during the archery and muzzleloader seasons, and to hunt bear, moose, elk and turkey and wild boar	
Fishing License (Class F)	\$10.00
Trot Fishing Stamp (Class G)	\$20.00

RESIDENT LIFETIME LICENSES

Resident lifetime hunting, trapping and fishing licenses serve in lieu of the equivalent annual license; applications are available at Division of Natural Resources offices and all license agents.

Combination Hunting, Trapping and Fishing (Class AB-L)	\$900.00
Combination Hunting, Trapping and Fishing - infant (Class AB-L-J)	\$402.00
Hunting and Trapping (Class A-L)	\$702.00
Hunting and Trapping - infant (Class A-L-J)	\$202.00
Senior Hunting/Trapping/Fishing License (Class XH)	\$ 20.00
Required for senior hunters and anglers who have reached 65 years of age on or after January 1, 2012. Except holders of Class A-L, B-L and AB-L licenses	
Small Arms Hunting (Class A-L)	\$ 70.00
For ages 21 and older. Class B/L License and Conservation Stamp not required with the Class AB-L, A-L, A-L-L, AB-L-L and XSLP License	

*Must be purchased prior to infant's second birthday.

RESIDENT AND NONRESIDENT LICENSES

Deer Damage Stamp (Class DG)	\$20.00
Required to hunt or trap bear. Must be accompanied by Class A, AN, ANJ, A-L, AB-L, X, XJ or H license	
Magnum Bird Harvest Information Program (BIP)	FREE
Required on all licensed magnum bird harvest	
Small Arms Hunting Stamp (Class A-L)	\$ 0.00
For ages 21 and older. Must be accompanied by a Class A, AN, A-L, AB-L, X, XJ, H, J or H license	

NONRESIDENT LICENSES

Conservation/Law Enforcement Stamp (Class CSLE)	\$ 10.00
Required for all licensed hunters and anglers, except holders of Class J license	
National Forest Hunting/Trapping/Fishing Stamp (Class N)	\$ 2.00
Required on National Forests in addition to a Class F, AN, F, FE, U or H license	
Statewide Hunting/Trapping License (Class X)	\$150.00
Apprentice Hunting License (Class AN)	\$110.00
Some privileges as Class E, but completion of hunter safety course not required - see hunting regulations	
Junior Sportsman Hunting/Trapping/Fishing License (Class XJ)	\$ 30.00
Ages 15-17 not required for fishing under age 18. Includes privileges of Class L, U, V, W and W stamps	
Junior Apprentice Hunting License (Class ANJ)	\$10.00
Some privileges as Class XJ for ages 15-17 and completion of hunter safety course not required - see hunting regulations	
Bear Hunting License (Class B)	\$100.00
Small Game Hunting License (Class H)	\$ 27.00
Archery Deer Hunting Stamp (Class H)	\$ 27.00
Must be accompanied by a Class F, AN, ANJ or XJ license	
Additional Archery Deer Hunting Stamp (Class H)	\$ 27.00
Must be accompanied by a Class F, AN, ANJ, ANJ or XJ license	
Additional Firearms Deer Hunting Stamp (Class H)	\$ 27.00
Must be accompanied by a Class F, AN, ANJ or XJ license	
Additional Muzzleloader Deer Hunting Stamp (Class H)	\$ 27.00
Must be accompanied by a Class F, AN, ANJ or XJ license	
Archery Deer Hunting Stamp (Class H)	\$ 27.00
Must be accompanied by a Class F or AN license	
Muzzleloader Deer Hunting Stamp (Class H)	\$ 27.00
Must be accompanied by a Class F or AN license	
Turkey Hunting Stamp (Class W)	\$ 20.00
Must be accompanied by a Class E or AN license	
Commercial Small Game Shooting Preserve License (Class J)	\$ 10.00
Class CSLE also not required with this license. Available only at www.wvhunt.com	
Statewide Fishing License (Class F)	\$ 37.00
Trot Fishing Stamp (Class G)	\$ 20.00
Statewide Fishing One Day License (Class LL)	\$ 2.00

Please Note:

- Licenses may be bought at some county clerk offices and all official license agents or www.wvhunt.com or www.wvfish.com. Class A-L available from license agents only.
- License mailing fee (in addition to cost of license) - \$3 fee for license agents and county clerk's office. Only one mailing fee will be charged for stamps and/or stamps purchased at the same time in one name. Purchases of additional licenses will again be subject to an mailing fee of \$3. There is a \$2 listing fee for each transaction made on the online licensing system.
- Any full-time student of a West Virginia college or university shall be considered as a resident and is entitled to state resident license privileges. Non-resident students attending a West Virginia college or university are not eligible to apply for Lifetime Licenses.



2016 West Virginia Wildlife Calendar Art

Paul Ray Shunkle, Governor
State of West Virginia

Robert A. Felt, Director
Division of Natural Resources

Paul Johnson, Chief
Wildlife Resources Section

Commissioners

William S. Jones, Jr., Taylor

Gregory J. Smith, Boone

James F. Clendinning, Putnam

Donald L. Collins, Mingo

Thomas S. O'Connell, White

Paul H. Hoke, Booneville

Gregory W. White, Lincoln

Enter the Art Contest for the
2017 West Virginia Wildlife
Calendar

The West Virginia Division of
Natural Resources invites all residents
to enter the calendar art contest
by February 28, 2016. Participants
will receive a West Virginia wildlife
calendar and a \$100 prize.
For more information, contact:

Calendar Art Contest
10000

P.O. Box 67
Elkins, WV 26031

or email:

calendarart@dnr.wv.gov

Digital images may be sent to the
same address listed above.
Rules and an application form
will be sent to you.

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Joseph and Robert O'Connell - Red, 12/2/15



Wild Animals in Snow - Thomas Smith, 1/15/16



Black Bear - Joseph and Robert O'Connell



Shrike - Paul Hoke



Shrike - Paul Hoke



Raccoon - Paul Hoke



Red Fox - Paul Hoke



Dragonfly - Joseph and Robert O'Connell



Chickadee - Paul Hoke



Black Bear - Paul Hoke



Person in Field - Paul Hoke



Shrike - Paul Hoke

**2016 Honorable
Mention Artists**

Carl Rasmussen - Oak Hill, WV
Wayne Nelson - Morgantown, WV
Edie Holloway - Riverbank, WV

Location	Correction
Beckley	-4 minutes
Elkins	-6 minutes
Clayton	-6 minutes
Charmelle	1 minute
Hartington	+3 minutes
Naperville	-1 minute
Naperville	-5 minutes
Logan	-1 minute

**Sunrise-Sunset
Conversion Table**

Apply corrections
to Christian
calendar sunset times to
obtain official
sunrise-sunset times at
other locations.

Location	Correction
Franklin	-7 minutes
Martinsburg	-15 minutes
Morgantown	-5 minutes
Northfork	-2 minutes
Parsons	-5 minutes
Waynesville	-12 minutes
Shelburne	-1 minute
Wheeling	-1 minute



000064

Exhibit "A" Pricing Page
 West Virginia Division of Natural Resources-Wildlife Resources Section
 West Virginia Wildlife Calendar

14" x 22" CALENDAR (28 Pages + 4 Covers + 4 Order Form Pages = 36 Pages Total)

INITIAL ORDER:

Item Spec	Description	Unit of Measure	Estimated Quantity	Unit Price per Each	Extended Amount
3.1.1.1	West Virginia Wildlife Calendar	each	20,000		

REPRINTS:

ITEM Spec	Description	Unit of Measure	Estimated Quantity	Unit Price per Each	Extended Amount
3.1.1.1	West Virginia Wildlife Calendar	each	2,000		

HOURLY RATE FOR ALTERATIONS REQUESTED

Item Spec	Description	Unit of Measure	Estimated Quantity	Unit Price per Hour	Extended Amount
3.1.1.5.3	Alterations	per Hour	4		

TOTAL BID AMOUNT

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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;

Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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% 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% vendor preference for the reason checked:

Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

4. Application is made for 5% 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% 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% 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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with **West Virginia Code §5A-3-59 and **West Virginia Code of State Rules**.**

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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) rescind the contract or purchase order; 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.

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: Morgantown Primary

Signed: [Signature]

Date: 6-23-16

Title: CSR Manager

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Morgantown Primary

Authorized Signature: [Signature] Date: 5-23-16

State of West Virginia

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 23rd day of June, 2016.

My Commission expires August 5, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature: Lora L. Woody]

Purchasing Affidavit (Revised 08/01/2015)

