

DOCZEK

RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

DNR80057

P/	\GE		
		1	

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 32 304-558-0492

DIVISION OF NATURAL RESOURCES
PROCUREMENT OFFICE
CAPITOL COMPLEX
BUILDING 3, ROOM 630
CHARLESTON, WV
25305 304-558-3397

					1000-000-000-000-000-000-000-000-000-00		100 Table 1	december our construction		
DATE PRIN	<u>al tentent began bassaa laas</u>	7EF	IMS OF SAL	E	SHIPV	J A		O.B.	FREIG	HTTERMS
10/16/						······				
BID OPENING DATE	: 1	1/02/	2006	ere grapacere		BID	OPENING	TIME	01:30PM	
LINE	QUANT	ITY	UOP	CAT. NO:	ITEM NUM	/BER	UN	IT PRICE	A	MOUNT
			REO	UEST	FOR QUOTA	TION				
			ı	l	N IS SOLI					
			ſ	l	RESOURCES					
	AND FIS		1	l	RINTING O	F OMR F	ORMS FO	R HUNTIN	/e	
	ATTACHM	ENTS:								
			1.	l	IFICATION	S				
			2.		l					
			3.	AFFI	DAVIT					
	DELIVER				R SHALL B					
			1	1	RECEIPT		1			
		TO	1	l	IVISION O		1	URCES	,	
				i	: ARCHIVE		CIES			
			1	I	HANSFORD ESTON, WV					
				CHARL	ESIUN, WV	29331				
	FAILURE	TO M	EET T	HIS R	EQUIREMEN	T AUTOM	ATICALL	Υ		
					FROM BEIN					
	OPTIONS	: OPT	ION 1	- RE	-PRINT QU	ANTITIE	S ARE L	ISTED		
					RM. RE-PR					
		CON	SIDER	ED PR	INTED AT	ANOTHER	TIME O	THER THA	AN	
		THE	ORIG	INAL	BULK PRIN	T JOB.			•	
0001			LS		966-50					
		1	_ =							
	OMR FOR	MS FO	R HUN	TING	& FISHING	LICENS	E			
									*	
				SEERF	VERSE SIDE FOR T	ERMS AND CO	NDITIONS			
SIGNATURE					general 4-000-0, 1505100 150515, And A	TELEPHONE		DA	NTE	
TITLE		[EE	EIN					<u> </u>		
11100		اا	-11 4				AD	DRESS CHAN	GES TO BE NOT	ED ABOVE

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the **West Virginia Code** and the **Legislative Rules** of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- Complete all sections of the quotation form.
- Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



DOCZEK

RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

RFQ NUMBER DNR80057

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 32 304-558-0492

SH-P TO

DIVISION OF NATURAL RESOURCES
PROCUREMENT OFFICE
CAPITOL COMPLEX
BUILDING 3, ROOM 630
CHARLESTON, WV
25305 304-558-3397

DATE PRIN	IED	I ERI	MS OF SAL	5	SHIP VIA		F.O.B	FREIGHTTERMS
10/16/								
BID OPENING DATE:		11/02/	2006		BII	0 0	PENING TIME 01	:30PM
LINE	QUA	NTITY	UOP	CAT, NO	ITEM NUMBER		UNITPRICE	AMOUNT
		2,600 e 6100,000 a	1001000000	INO.				
						1		İ
						1		
			VEND	OR PR	EFERENCE CERTIF	I C	ATE	
						İ		
	*		i		ICATION* IS HER	- 1		
	1				CE WITH WEST V	- 1	_	
	5A-3-3	7 (DOE	S NOT	APPL	Y TO CONSTRUCT	ON	CONTRACTS).	
	i		1	S MAD	E FOR 2.5% PREF	ER	ENCE FOR THE	}
	REASON	CHECK	ED:					
# 		;			IVIDUAL RESIDEN			
	1	4			LY IN WEST VIRO	- 1		
	1	1		l .	PRECEDING THE I	JAN	E OF THIS	
	CERITE	ICATIO	N; UK			į		
	,	ntnnen	T.C. A	DADT	MEDCHIED ACCOC		TON OR CORDORA	•
	1				NERSHIP, ASSUC. ND HAS MAINTAIN	- 1	ION OR CORPORA-	
							CONTINUOUSLY IN	
•	1 7			•		5	ATELY PRECEDING	•
							OF THE OWNERSHIP	
	3	- 1			HELD BY ANOTHER	· ·		
	3			£			RESIDENT VENDOR	
WALLESTOWN	1			Į.		,	PRINCIPAL PLACE	
							IA FOR FOUR (4)	
	•			l .	EDING THE DATE	•		
	1	ICATIO			LDINO THE DATE	ľ	11110	
	CLKIII	TONITO	11, OK					
MANAGEMENT	()	BIDDER	TS A	CORP	ORATION NONRES:	DE	NT VENDOR	
	1			•	OR SUBSIDIARY	· ·		
					ED STATE RESIDE			
	1			1	QUARTERS OR PR	,		
					IRGINIA CONTINU			
					TELY PRECEDING			
	;	ICATIO						
	B. AP	PLICAT	ION I	S MAD	E FOR 2.5% PREF	ER	ENCE FOR THE	
	REASON	CHECK	ED:			20115	OFFICIAL INCODES SECTION OF THE PROPERTY OF TH	
SIGNATURE				SEE RE	VERSE SIDE FOR TERMS AND ITELEPHONE	CND	ITIONS DATE	
					TELEF HONE			
TITLE		FE	iN	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~			ADDRESS CHANGES	TO BE NOTED ABOVE



RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

RFQ NUMBER DNR80057

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 32 304-558-0492

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

MODZEA 25305 304-558-3397 FREIGHT TERMS TERMS OF SALE SHIP VIA F.O.B. DATE PRINTED

10/16/2										
BID OPENING DATE:		11/02/	<u>2006</u>			BID	OPENI	NG TIME	01	:30PM
LINE	QUAN	VTITY	UOP	CAT I	ITEM NUM	BER		UNIT PRICE		AMOUNT
			80,88,000,000,0	0.00000000000			19014000000100000		990000000	
		'								
			- 1	1	DENT VEND		{		·	
1			1		CONTRACT	-	§			
i 1º					ORKING ON		1		D	
					VIRGINIA					
1					FOR THE		RS IM	MEDIATELY		
F	PRECED	ING SU	BMISS	ION O	F THIS BI	D;				
ļ c)R									
	()	BIDDER	IS A	NONR	ESIDENT V	ENDOR E	MPLOY	ING A		
 	UMININ	M OF O	NE HU	NDRED	STATE RE	SIDENTS	OR I	S A		
	NONRES	IDENT	VENDO	R WIT	H AN AFFI	LIATE O	R SUB	SIDIARY		
l l	VHICH	MAINTA	INS I	TS HE	ADQUARTER	S OR PR	INCIP	AL PLACE		
	of BUS	INESS	WITHI	N WES	T VIRGINI	A EMPLO	YING A	MUMINIM A		
	OF ONE	HUNDR	ED ST	ATE R	ESIDENTS	WHO CER	TIFIE	S THAT,		
I	DURING	THE L	IFE O	F THE	CONTRACT	, ON AV	ERAGE	AT LEAST		
-	75% OF	THE E	MPLOY	EES O	R BIDDERS	' AFFIL	IATE'	S OR		
S	SUBSID	IARY'S	EMPL	OYEES	ARE RESI	DENTS O	F WES	T VIRGINI	Α	
l v	AH OHW	VE RES	IDED	IN TH	E STATE C	OUNITHO	USLY	FOR THE T	WO	
					EDING SUB					
	BIDDER	UNDER	STAND	S IF	THE SECRE	TARY OF	TAX	& REVENUE		
					ER RECEIV					
1				Í	MEET THE		1			
					ARY MAY O		1		:	
					SCIND THE		l			
ì				i .	SSESS A P		i			
\$ I					T TO EXCE		£		NT	
(I					WILL BE P		1			
1					M ANY UNP		1		_	
[[CT OR	!							
		UII		· · · · · · ·			***************************************			
1	RY SUR	MISSIO	N OF	THIS	CERTIFICA	TE. BID	DER A	GREES TO		
r	TSCLO	SF ANY	RFAS	ONARI	Y REQUEST	ED JNFO	RMATT	ON TO THE		
					D AUTHORI					
					CLOSE TO					
					INFORMAT					
	·			T. P. Nov		,				
				SEE RE	VERSE SIDE FOR T		NDITIONS			
SIGNATURE					. ————	TELEPHONE		E	ATE	
TITLE		ļ#E	EIN		*****			ADDRESS CHAN	JCE6	TO BE NOTED ABOVE
TITLE		FE	EIN					ADDRESS CHAN	IGES	TO BE NOTED ABOVE



VENDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

RFQ NUMBER: DNR80057 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BUYER 32

304-558-0492

DIVISION OF NATURAL RESOURCES PROCUREMENT OFFICE CAPITOL COMPLEX BUILDING 3, ROOM 630 CHARLESTON, WV 25305

304-558-3397

DATEPRINT	ED	TER	MS OF SAL	E	SHIP VIA		FO.B	FREIGHTTERMS
10/16/	2006							
BID OPENING DATE:		11/02/	2006	10000 <u>000</u> 0000	BID	OP	ENING TIME 0:	L:30PM
LINE	QUAI	NTITY	UOP	CAT NO	ITEM NUMBER	10.000	UNIT PRICE	AMOUNT
	THAT S	UCH IN	FORMA OR AN	TION Y OTH	QUIRED BUSINESS DOES NOT CONTAIN ER INFORMATION I FIDENTIAL.	N T	HE AMOUNTS OF	
	CODE 6 CERTIF THAT I CONTAI TERM 0	1-5-3) ICATE F A CO NED WI F THE	, BID IS TR NTRAC THIN CONTR	DER H UE AN T IS THIS ACT,	OR FALSE SWEARING EREBY CERTIFIES DECURATE IN AN ISSUED TO BIDDER CERTIFICATE CHANGE BIDDER WILL NOT THE B	TH LL R A NGE	AT THIS RESPECTS; AND ND IF ANYTHING S DURING THE	
				BIDDE	R:			-
				DATE:				
The state of the s				SIGNE	D:			-
				TITLE				
	IN EIT ENTITL 5% PRE	HER "A .ED TO	" OR RECEI E FOR	"B", VE. BOTH	N OF PREFERENCE OR BOTH "A" AND YOU MAY REQUEST "A" AND "B".	" B	" WHICH YOU AR	
	A SIGN	IED BID	MUST	BE S	UBMITTED TO:	***************************************		
		PURCHAS	1	IVISI				
SIGNATURE				SEE RE	VERSE SIDE FOR TERMS AND CO	DNDIT	FIONS DATE	
					TELECTORE			
TITLE		[FE	EIN				ADDRESS CHANGE	S TO BE NOTED ABOVE



RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

RFQ NUMBER: DNR80057

PAC	ìE
	5

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 32 304-558-0492

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

ADDRESS CHANGES TO BE NOTED ABOVE

MOUZHA 25305 304-558-3397 DATE PRINTED TERMS OF SALE SHIP VIA F.O.B FREIGHT TERMS 10/16/2006 11/02/2004

	11/02/	dendered and enabled and an environmental and a			UPENING	III'E U	1:30PM
LINE	QUANTITY	UOP CAT		MBER	UNIT	PRICE	AMOUNT
		SHINGTON	STREET, EA 25305-0130				
	THE BID SHOU THE ENVELOPE SEALED BID						
	BUYER:		RON PRICE-	. /			
	RFQ. NO.:		DNR80057			144 (ct))(m) yeer mee mee oou mee	_
	BID OPENING	DATE:	NOVEMBER 2	, 2006-			
	BID OPENING	TIME:	1:30 PM		lands then some spine were made dated		-
	PLEASE PROVI TO CONTACT Y	DE A FAX DU REGARI	NUMBER IN DING YOUR B	CASE IT	IS NECE	SSARY	
	CONTACT PERS	ON (PLEAS	SE PRINT CL	EARLY):		more form to some	
		7 707		Orthodox			
		 SFF	 REVERSE SIDE FOR T	ERMS AND CON	IDITIONS		
SIGNATURE			. now 5- page 130 page 130 (12 (2 (2 (2 (2 (2 (2 (2 (2 (2 (2 (2 (2 (2	TELEPHONE		DATE	
				l			



MODZEK

RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

REQ NUMBER

DNR 80057

PAC	ìE
	6

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 32 304-558-0492

ØН-р ТО

DIVISION OF NATURAL RESOURCES
PROCUREMENT OFFICE
CAPITOL COMPLEX
BUILDING 3, ROOM 630
CHARLESTON, WV
25305 304-558-3397

DATE PRINT	TED	TEF	IMS OF SA	E		SHIP V	IA		F.O.B.	FREIGHT TERMS
10/16/										
BID OPENING DATE:		11/02/	2006	€Callera Nobert George	to reconstruction	ener i kom i kolonikoo ik V	BID	OPE	NING TIME	01:30PM
LINE	QUAN	YTITI	UOP	CAT. NO		ITEM NUM	1BER		UNIT PRICE	AMOUNT
<u> ang piropigan an anaparangan an</u>	<u> </u>	<u> </u>	5000000000000000	<u> 16000000000000000000000000000000000000</u>	649064964966	<u>tood suptragelisely</u>				
	***** *	THIS	IS T	HE EN	D OF	RFO	DNR80	057	' **** TOTA	ı :
						4			, , , ,	•
							•			
				4						***************************************

				-						
	•									
				SEE RE	l VERSE SI	DE FOR TE	RMS AND CO	I NDITIO	ons .	
SIGNATURE						Ţ	TELEPHONE		DAT .	Ε
TITLE		ŢFE	ΞN					$\overline{}$	ADDRESS CHANG	ES TO BE NOTED ABOVE

DNR80057 - SPECIFICATIONS

Bid Opening November 8, 2006, 1:30 PM

FORM COMPOSITION

Physical composition of the forms is summarized below:

WEST VIRGINIA SPORTING LICENSE APPLICATION ATTACHMENT 1

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

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

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

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

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

Note: Social Security Number Cannot Be On Page 3

WEST VIRGINIA ADDITIONAL SPORTING LICENSE APPLICATION (ATTACHMENT 2)

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

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

ADDITIONAL SPECIFICATIONS CONCERNING MAKEUP OF THE FORMS:

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

West Virginia Division of Natural Resources.

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

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

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

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

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

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

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

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

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

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

DORIS PRINGLE (304) 558-2758

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

LIFE OF CONTRACT:

This contract becomes effective thirty days after approval by the Purchasing Division and extends for a period of one (1) year or until such "reasonable time" thereafter as is necessary to obtain a new contract, or renew the original contract. The "reasonable time" period shall not exceed twelve (12) months. During this "reasonable time" the vendor may terminate this contract for any reason upon giving the Director of Purchasing thirty (60) days written notice.

Unless specific provisions are stipulated elsewhere in this contract document, the terms, conditions, and pricing set herein are firm for the life of the contract.

RENEWAL:

This contract may be renewed upon mutual written consent of the spending unit and the vendor, submitted to the Director of Purchasing thirty (30) days prior to the expiration date. Such renewal shall be in accordance with the terms and

conditions of the original contract and shall be limited to four (2) successive one (1) year periods.

CANCELLATION:

The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities and/or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

OPEN MARKET CLAUSE:

The Director of Purchasing may authorize a spending unit to purchase on the open market, without the filing of a requisition or cost estimate, items specified on this contract for the immediate delivery in emergencies due to unforeseen causes (including, but not limited to, delays in transportation, unavailability of paper, or an unanticipated increase in the volume of work).

ORDERING PROCEDURES:

Spending unit shall issue a written State Contract Release Order (Form WV-39) to the vendor for initial order and Additional Forms Orders covered by this contract. The original copy of the WV-39 shall be mailed to the vendor as authorization for shipment. A second copy shall be mailed to the Purchasing Division and a third copy retained by the spending unit.

PRICE ADJUSTMENT PROVISION

The State of West Virginia will consider bids that contain provisions for price adjustments prior to the original expiration of the contract, provided that such price adjustment covers both upward and downward movement of the price, and that adjustment is based on the "pass through" increase or decrease of raw materials and/or labor, which make up a significant part of a product. Adjustments are to be based upon an actual dollar figure, not a percentage. All price adjustment requests must be substantiated in a manner acceptable to the Director of Purchasing, (e.g. Governmental bench marks, general market increase, published price lists, or proof from the manufacturer of applicable raw materials). Such requests for an increase should be received in writing by the Director

of Purchasing at least 30 days in advance of the effective date of the Division may either accept the price adjustment and amend the contract accordingly, or reject the adjustment in its entirety and cancel the contract.

PREFERRED TERMS:

It is preferred that the prices on this contract are firm for the life of the contract, as indicated in the Life of Contract Clause contained herein, not to exceed one (1) year.

If the vendor cannot guarantee a firm price for the life of contract, he must indicate one of either paragraphs listed under the Alternate Terms. Failure to qualify the preferred terms will bind the vendor to a firm price for the life of the contract.

Alternate Terms:

() The prices on this contract	ct will remain firm for	days after the
effective date of the contract.	Prices will remain firm a	fter each price adjustment
for a minimum of	days.	
() The vendor does not agr contract but offers an alternat	•	e for the length of the

GUARANTEE:

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

PROBLEMS WITH DELIVERED FORMS:

If any forms do not scan for reasons due to materials or products used in the manufacturing of the forms, the vendor shall be responsible for having all data normally collected and delivered by the scanning program keyed and blind verified and delivered to the DNR within 30 days of receipt by the Vendor of the bad forms. Vendor will be responsible for all costs for keying, shipping, and charge the vendor the time spent in preparing forms to be shipped to the vendor. Data

format that shall be used will be supplied by the Division of Natural Resources. Keyed data will be delivered electronically to the DNR. The DNR carries a maintenance contract with NCS for the Opscan 10. If the scanner needs to be adjusted to enable scanning the forms provided by the Vendor, and the cost is not covered under the maintenance contract the Vendor shall pay the cost.

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

TESTING:

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

NR80057 - WEST V	IRGINIA SPORTING LICENSE - Bids Due	November 2, 2006; 1	1:30 PM
	Description		
Order Quantity		Price Per 1000	Total
200,000	Sporting License - Res. / Non	\$	<u> </u> \$
st. Future Order Quantity	Options	Price Per 1000	
50,000	Sporting License - Res. / Non	\$	<u> </u> \$
100,000	Sporting License - Res. / Non	\$	\$
150,000	Sporting License - Res. / Non	\$	\$
200,000	Sporting License - Res. / Non	\$	\$
	Description		
Order Quantity		Price Per 1000	Total
200,000	Additional Sporting License Application	\$	\$
est. Future Order Quantity	Options	Price Per 1000	
50,000	Additional Sporting License Application	\$	\$
100,000	Additional Sporting License Application	\$	\$
150,000	Additional Sporting License Application	\$	\$
200,000	Additional Sporting License Application	\$	\$
		TOTAL	\$
CONTRACT COORE	DINATOR INFORMATION		
Name:			
Address:		44000	
Phone Number:			
Email Address:		Fax#:	

RFQ No. DNR80057

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name:	
Authorized Signature:	Date:

No Debt Affidavit Revised 02/08/06