



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
DNR209049

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 804-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/08/2008				

BID OPENING DATE: 10/30/2008 BTD OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		966-70		
LABELS (SPECIAL), PRINTING OF THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FROM RESPONSIBLE VENDORS TO PRVIDE PRINTING OF HUNTING AND FISHING STAMPS PER THE ATTACHED SPECIFICATIONS. THE QUANTITIES LISTED ON THE ATTACHED PRICING PAGES REPRESENT THE INITAL ORDER FOR THIS CONTRACT. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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 "REASONABL TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 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 THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered FOB destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P O Box 50130, Charleston, WV 25305-0130.



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<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>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.</p> <p>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 IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001 EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER PRICE ADJUSTMENTS AT THE TIME OF CONTRACT RENEWAL PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL 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 PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p>						

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<p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID</p> <p>BUYER: 44</p> <p>RFQ NO.: DNR209049</p> <p>BID OPENING DATE: 10/30/08</p> <p>BID OPENING TIME: 1:30 PM</p>						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ DNR209049 ***** TOTAL:						

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BUYER:	PAGE	Req. or PO#
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Spending Unit:
DNR -

Item No:	Quantity	Description	Unit Price	Amount
1	100,000	<u>CLASS A RESIDENT HUNTING AND TRAPPING STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
2	100,000	<u>CLASS B RESIDENT FISHING STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
3	140,000	<u>CLASS X SPORTSMAN'S HUNTING AND FISHING STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
4	50,000	<u>CLASS XJ JR. SPORTSMAN'S HUNTING AND FISHING STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
5	100,000	<u>CLASS O RESIDENT TROUT STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
6	40,000	<u>CLASS I NONRESIDENT NATIONAL FOREST STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
7	50,000	<u>CLASS A-1 SMALL ARMS-PISTOL STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
8	50,000	<u>CLASS E NONRESIDENT HUNTING AND TRAPPING STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
9	5,000	<u>CLASS EE NONRESIDENT BEAR HUNTING STAMP</u> 20 STAMPS PER SHEET, 10 PER STRIP		
10	10,000	<u>CLASS H NONRESIDENT SMALL GAME 6-DAY HUNTING STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
11	40,000	<u>CLASS DS BEAR DAMAGE STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
12	50,000	<u>CLASS OO NONRESIDENT TROUT STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
13	50,000	<u>CLASS RB RESIDENT ADDITIONAL DEER-ARCHERY STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
14	50,000	<u>CLASS RG RESIDENT ADDITIONAL DEER-GUN STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
15	50,000	<u>CLASS RRB NONRESIDENT ADDITIONAL DEER ARCHERY STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		

TOTAL THIS PAGE _____

STATE OF WEST VIRGINIA

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Spending Unit:

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Item No:	Quantity	Description	Unit Price	Amount
16	50,000	<u>CLASS RRG NONRESIDENT ADDITIONAL DEER-GUN STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
17	40,000	<u>CLASS UU NONRESIDENT ARCHERY DEER STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
18	40,000	<u>CLASS VV NONRESIDENT MUZZLE LOADER DEER STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
19	40,000	<u>CLASS WW NONRESIDENT TURKEY STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
20	40,000	<u>CLASS F NONRESIDENT FISHING STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
21	110,000	<u>CLASS CS RESIDENT CONSERVATION STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
22	60,000	<u>CLASS CS/LE NONRESIDENT CONSERVATION STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
23	150,000	<u>CLASS N RESIDENT ANTERLESS DEER STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
24	60,000	<u>CLASS NN NONRESIDENT ANTERLESS DEER STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
25	40,000	<u>CLASS XXJ NONRESIDENT JR. SPORTSMAN STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
26	60,000	<u>CLASS BG RESIDENT BIG GAME STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
27	40,000	<u>CLASS RM RESIDENT ADDITIONAL DEER-MUZZLE LOADER</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
28	40,000	<u>CLASS RRM NONRESIDENT ADDITIONAL DEER-MUZZLE LOAD</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		
29	60,000	<u>CLASS LL NONRESIDENT 1-DAY FISHING STAMP</u> 20 STAMPS PER SHEET, 10 STAMPS PER STRIP		

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Item No:	Quantity	Description	Unit Price	Amount
		<p><u>ADDITIONAL SPECIFICATIONS AND REQUIREMENTS</u></p> <p><u>STAMP SIZE:</u> 1" WIDE X 2' LONG</p> <p><u>NUMBERING:</u> EACH CLASS OF STAMP SHALL BE NUMBERED CONSECUTIVELY, BEGINNING WITH THE NUMBER 1. EACH STAMP TO BE NUMBERED ON THE STAMP AND THE SAME NUMBER PRINTED ON THE BACKING STRIP TYPE STYLE: MIDGET GOTHIC APPROXIMATELY 1/8" GUARANTEE OF SEQUENTIAL NUMBERING AND MISSING OR DUPLICATE NUMBERS MUST BE PROVIDED</p> <p><u>PROOFS:</u> COMPLETED PROOFS MUST BE FURNISHED WITHIN 15 DAYS OF RECEIPT OF PURCHASE ORDER. STAMPS TO BE RECEIVED IN CHARLESTON 30 DAYS AFTER PROOFS ARE RETURNED TO PRINTER</p> <p><u>SHEETS:</u> SIZE 6 1/2" X 11". THE CLASS, NAME AND YEAR OF STAMPS WILL BE PRINTED AT THE TOP OF EACH STRIP. 20 STAMPS PER SHEET, 10 STAMPS PER STRIP WHERE INDICATED. 10 STAMPS PER SHEET, 5 STAMPS PER SHEET WHERE INDICATED, STRIPS WILL BE SEPARATED BY VERTICAL PERFORATION. EACH BACKING STRIP WILL CONTAIN 3-RING BINDER HOLES ON THE LEFT SIDE TO FIT STANDARD 3 RING BINDER. THERE WILL BE NO PRINTING ON BACK SIDE OF SHEETS. THE STAMPS WILL BE DIE CUT ON SHEET. MAKING REMOVAL OF EACH STAMP EASY, AND THERE WILL BE NO REMOVAL OF WASTE FROM AROUND STAMP. STAMPS TO BE PRINTED IN TWO COLORS: BLACK INK AND 31 DIFFERENT COLORS CODED INKS TO BE SPECIFIED AT TIME OF PRINTING.</p> <p><u>MATERIAL:</u> TO BE MADE OF PRESSURE SENSITIVE WATERPROOF STICK TIC MATERIAL. MATERIAL TO BE TREATED OR COATED ON REVERSE SIDE AS NECESSARY TO PREVENT BLEEDING THROUGH OF ADHESIVE. 4.3 MILS-CALIPER. TEAR STRENGTH MD-50 GRAMS. XD-60 GRAMS. ADHESIVE: THICKNESS - .8 MIL. PEEL - 3.5 LB / IN. MATTE FINISH ON STAMP. STAMP MUST BE ABLE TO BE SIGNED IN INK WITHOUT FADING, SMUDGING OR SMEARING. PROOF MUST BE FURNISHED.</p> <p><u>QUANTITIES:</u> QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON THE ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY EACH YEAR DURING THE TERM OF THE CONTRACT. THESE ANNUAL QUANTITIES WILL BE CLOSE TO THOSE SHOWN IN THE INITIAL ORDER OF THE ORIGINAL PURCHASE ORDER.</p>		

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

BUYER:	PAGE	Req. or PO#
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VENDOR

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Item No:	Quantity	Description	Unit Price	Amount
		<p><u>PACKAGING:</u> SHRINK WRAP. BOTH WRAPS AND BOXES MUST CONTAIN THE BEGINNING AND ENDING NUMBERS WITHIN LICENSE CLASS AND FIRST AND LAST NUMBER MUST BE VISIBLE IN EACH WRAP. ALL BOXES TO BE SEALED WITH SECURITY TAPE THAT CONTAINS THE MANUFACTURER'S NAME TO PREVENT UNAUTHORIZED ENTRY INTO BOXES</p> <p><u>DELIVERY OF PROOFS AND STAMPS</u> MUST BE DELIVERED TO THE DIVISION OF THE NATURAL RESOURCES, HUNTING AND FISHING LICENSE UNIT, BUILDING 3, ROOM 624, CHARLESTON, WEST VIRGINIA 25305. STAMPS MUST BE DELIVERED INSIDE THE BUILDING AT A SPECIFIED LOCATION TO BE DETERMINED UPON ARRIVAL OF THE TRUCK. IN INSTANCES WHERE DELIVERY OF STAMPS IS NOT AS REQUIRED, THE SPENDING AGENCY MAY ACCESS LIQUIDATED DAMAGES IN THE AMOUNT OF ONE (1%) PER DAY TO BE DUCTED FROM THE CONTRACT PRICE FOR THAT YEARS ORDER</p> <p><u>OVERRUNS MAY BE ACCEPTED BUT WILL NOT BE PAID FOR</u></p> <p><u>WORDING ON STAMPS TO BE PROVIDED</u> INFORMATION TO BE PRINTED ON STAMPS WILL BE PROVIDED BY DORIS PRINGLE, SUPERVISOR HUNTING AND FISHING LICENSE UNIT (304) 558-2758 THIS INFORMATION COULD CHANGE ANNUALLY, DUE TO CHANGES IN LICENSE PRICE, NAME PURPOSE, OR LICENSE YEAR.</p> <p><u>REORDER OPTIONS:</u> QUOTE CHARGES ON REORDER QUANTITIES OF A SINGLE TYPE COST OF 1,000 STAMPS COST OF 5,000 STAMPS COST OF 10,000 STAMPS</p>		

TOTAL THIS PAGE _____

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

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

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37 (Does not apply to construction contracts) *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

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