



State of West Virginia  
Agency Request for Quote  
Printing

Proc Folder: 1226475 Reason for Modification:  
Doc Description: WRS- Open-End Printing of Annual WV Wildlife Calendar

Proc Type: Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2023-05-09	2023-05-23 13:30	ARFQ 0310 DNR2300000025	1

**BID RECEIVING LOCATION**

BID RESPONSE  
DIVISION OF NATURAL RESOURCES  
PROPERTY & PROCUREMENT OFFICE  
324 4TH AVE  
SOUTH CHARLESTON WV 25303-1228  
US

**VENDOR**

Vendor Customer Code:  
Vendor Name: THERAPEUTIC GRAPHICS  
Address: 1131 ATLANTIC AVE.  
Street:  
City: ROCKY MOUNT  
State: NORTH CAROLINA Country: US Zip: 27801  
Principal Contact: TOBY BUCKWOLD  
Vendor Contact Phone: 910/899.2455 Extension:

**FOR INFORMATION CONTACT THE BUYER**  
James H Adkins  
(304) 558-3397  
jamie.h.adkins@wv.gov

Vendor Signature X  FEIN# 43-2104108 DATE 5/22/23

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

**ADDITIONAL INFORMATION**

The West Virginia Division of Natural Resources - Wildlife Resources Section is soliciting bids to establish an open-ended contract for the printing, bindery, and delivery of the annual West Virginia Wildlife Calendar.

**INVOICE TO** **SHIP TO**

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV US	STATE OF WEST VIRGINIA  SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS  No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	West Virginia Wildlife Calendar Initial Order	25000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
73151904			

**Extended Description:**  
 Per 3.1 of the Specifications. Initial Order West Virginia Wildlife Calendar.

**INVOICE TO** **SHIP TO**

DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION ELKINS OPERATIONS CENTER PO BOX 67 ELKINS WV US	STATE OF WEST VIRGINIA  SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS  No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Hourly Rate for Alterations as Requested	4.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
73151904			

**Extended Description:**  
 Per 3.1.4.3 of the Specifications.

<b>INVOICE TO:</b>	<b>SHIP TO:</b>
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DIVISION OF NATURAL  
RESOURCES

STATE OF WEST VIRGINIA

WILDLIFE RESOURCES  
SECTION ELKINS  
OPERATIONS CENTER

SEE SPECIFICATIONS FOR  
DELIVERY REQUIREMENTS

PO BOX 67

ELKINS

WV

No City

WV

US

US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	WV Wildlife Calendar Reprint	2000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
73151904			

**Extended Description:**  
Per 6.1.2 of the Specifications.

<b>SCHEDULE OF EVENTS</b>
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Question Deadline @ 9:00am	2023-05-19

	Document Phase	Document Description	Page
DNR2300000025	FINAL	WRS- Open-End Printing of Annual WV Wildlife Calendar	4

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Pelnik Insurance 100 Ridgeview Drive Suite 100 Cary NC 27511		<b>CONTACT NAME:</b> Cathy Bailey <b>PHONE (A/C No, Ext):</b> (919) 459-8000 <b>FAX (A/C, No):</b> (866) 714-3576 <b>E-MAIL ADDRESS:</b> cathy.bailey@pelnik.com	
<b>INSURED</b> Telapathic Graphics, Inc. and, DBA: Telepathic Real Estate. LLC 1131 Atlantic Avenue Rocky Mount NC 27801		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Penn National Insurance <b>INSURER B:</b> PA National Mutual Cas Ins Co <b>INSURER C:</b> Employers Preferred Ins Co <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b>  14990 10346

**COVERAGES**                      **CERTIFICATE NUMBER:** CL2292223392                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:		Y	CX9 0749584	09/14/2022	09/14/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AU90749584	09/14/2022	09/14/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			UL9 0749584	09/14/2022	09/14/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	EIG294887602	12/26/2021	12/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Columbia Village District LLC and Regency Centers, LLC are listed as additional insured as required by written contract in respects to the General Liability.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

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STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: TELEASTIC GROUPS  
Authorized Signature: [Signature] Date: 5/23/23  
State of NORTH CAROLINA  
County of New Hanover, to-wit:

Taken, subscribed, and sworn to before me this 23 day of May, 2023.  
My Commission Expires August 30, 2027.



NOTARY PUBLIC [Signature]  
Purchasing Affidavit (Revised 01/19/2018)

**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.

TOBY BACCANTIS SALES ASSOCIATE  
(Name, Title)

TOBY BACCANTIS SALES ASSOCIATE  
(Printed Name and Title)

1131 ATLANTIC AVE ROCKY MOUNT NC 27801  
(Address)

910/899.2455  
(Phone Number) / (Fax Number)

TOBY.B@TELEPATHICGRAPHIC.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.

TELEPATHIC GRAPHICS  
(Company)

 SALES ASSOCIATE  
(Authorized Signature) (Representative Name, Title)

TOBY BACCANTIS SALES ASSOCIATE  
(Printed Name and Title of Authorized Representative)

5/22/23  
(Date)

910/899.2455  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
West Virginia Division of Natural Resources – Wildlife Resources Section  
**Open-End Printing of Annual West Virginia Wildlife Calendar**

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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: Toby Baccantz

Telephone Number: 919/899.2455

Fax Number: \_\_\_\_\_

Email Address: Toby.B@TELEPATHIC-GRAPHICS.COM



**EXHIBIT A - Pricing Page**

West Virginia Division of Natural Resources - Wildlife Resources Section  
 Open-End Printing of Annual West Virginia Wildlife Calendar

Item #	Description	Unit	Estimated Quantity	Unit Price per Each*	Extended Amount
3.1	West Virginia Wildlife Calendar	Each	25,000	\$2.15/EA	\$53,750.00 (TAX NOT INCLUDED)
3.1.4.3	Agency Alterations	Per Hour	4	\$90.00	\$360.00
6.1.2	West Virginia Wildlife Calendar Reprint Orders	Each	2,000	\$3.95/EA	\$7,900.00
<b>TOTAL BID:</b>					\$62,010.00

\*All bid pricing must include deliver costs.

TELEPATHIC GRAPHICS

Vendor

*[Handwritten Signature]*

Authorized Signature

5/22/23  
 Date