



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
TAX09008

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY 304-558-8801

VENDOR

\*709005438      410-730-7205  
 CREATIVE LITHO SYSTEMS INC  
 6355 TAMAR DRIVE  
  
 COLUMBIA MD 21045

SHIP TO

DEPARTMENT OF TAX & REVENUE  
 VARIOUS LOCALES AS  
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
11/24/2008				

BID OPENING DATE: **12/11/2008**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		966-50		
<p>THE WV PURCHASING DIVISION, FOR THE AGENCY, THE WV STATE TAX DEPARTMENT, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE THE AGENCY WITH 2008 CORPORATION NET INCOME/BUSINESS FRANCHISE TAX INSTRUCTIONS AND FORMS.</p> <p style="text-align: right;">RECEIVED 08 DEC 11 AM 10:40 PURCHASING DIVISION STATE OF WV</p> <p>PRINTING</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD 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 30 DAYS WRITTEN NOTICE.</p> <p>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.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Marene Kellert</i>	TELEPHONE (410) 730-7205	DATE 12/10/08
TITLE V-PRES	FEIN 22-2503433	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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<p>WRITTEN CONSENT OF THE SPENDING UNIT AND 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 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>						

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<p><b>BANKRUPTCY:</b> IN THE EVENT THE VENDOR/CONTRACTOR FILES 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</p> <p>EXHIBIT 6</p> <p><b>PRICE ADJUSTMENT PROVISION:</b>            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 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</p>						

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<p>ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <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>PASS THROUGH PRICE INCREASES WILL BE CONSIDERED AT TIME OF CONTRACT RENEWAL ONLY.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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:</p>						

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PAGE  
**5**

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**304-558-8801**

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DATE PRINTED <b>11/24/2008</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **12/11/2008**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>SEALED BID</b>  <b>BUYER: SHELLY MURRAY / FILE 31</b>  <b>RFQ. NO.: TAX09008</b>  <b>BID OPENING DATE: 12/11/2008</b>  <b>BID OPENING TIME: 1:30 PM</b>  <b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</b> <p style="text-align: center;">----- <b>410 730 4662</b> -----</p> <b>CONTACT PERSON (PLEASE PRINT CLEARLY):</b> <p style="text-align: center;">----- <b>MICHAEL KELLETT</b> -----</p>  <b>***** THIS IS THE END OF RFQ TAX09008 ***** TOTAL:</b> _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Maehne Kellett</i>	TELEPHONE <b>(410) 730-7205</b>	DATE <b>12/10/08</b>
TITLE <b>V-PRES</b>	FEIN <b>22-2503433</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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**PRINTING SPECIFICATIONS****OPEN END CONTRACT**

**WEST VIRGINIA CORPORATION NET INCOME / BUSINESS FRANCHISE TAX INSTRUCTIONS AND FORMS BOOKLET WITH ADDRESS LABELS.**

**ESTIMATED QUANTITY: 35,000**

**OVERVIEW:**

The purpose of this open end contract is to secure the printing and mailing of the Corporation Net Income Tax/Business Franchise Tax Instructions and Forms booklet. This requisition is divided into two sections: Section 1 - Printing; and Section 2 - Mailing. Printing prices and mailing prices are to be quoted separately. Separate unit price (per thousand) is requested on the printing. Separate unit price (per piece) is requested on the mailing. Successful vendor must obtain bulk rate permit number at post office if other than Charleston, WV. Price for permit and any annual charges must be itemized and are to be included in this bid. All postage will be paid by the State Tax Department. The remainder is to be delivered to the State Tax Department FOB destination with all shipping charges being included in the print price.

Files are encrypted using PGP and then are FTP'd to a secured server provided by vendor or CD ROM/ ZIP DISCS 100MB will be furnished to the vendor, containing the addressing information necessary to prepare labels. Any other use of the information electronically transmitted, contained on the CD ROM/ ZIP DISCS 100MB, conversions or copies thereof, is strictly prohibited. All CD ROM/ZIP DISCS 100 MB must be returned to the State Tax Department within thirty (30) days from the mailing of the packets. Vendor is required to convert the information provided by the State Tax Department into their required formats.

**AWARD:**

This requisition will be awarded to the vendor that results in the State Tax Department incurring the least cost for printing and mailing of these booklets.

**SECTION 1: PRINTING SPECIFICATIONS**

PDF version of all files including barcodes will be supplied to successful vendor after award.

All versions of the forms must contain a revision date.

Booklet is to be flat size 17" X 11", folded to 8 1/2" X 11". Binding is to be saddle stitched with staples at the fold. The finished booklet is to weigh no more than 4 ounces. Further paper specifications are as follows:

28 printed pages 50# white commodity offset or equal -  
brand reference: Springhill Offset, minimum brightness  
75, and minimum opacity 84.  
(Book pages 1 & 2, 11 through 34, and 43 & 44)

16 pages 30# newsprint - proposed stock must have  
appropriate opacity to minimize "show-through" of  
printing on reverse sides of sheet.  
Minimum brightness 56, minimum opacity 89.  
(book pages 3 through 10 and 35 through 42)

Composition -- A sample booklet prepared in Adobe ACROBAT 8 Professional and printed on a 300 DPI HP LASERJET 4700 DTN laser printer will be furnished by the Internal Auditing Division. Additional PageMaker 7.0 files are available for use by the vendor, vendor is required to furnish all composition. Materials furnished may not necessarily be the exact size desired. Vendor is expected to assist in the composition and layout of the booklet.

The booklet is to be typeset with the same type fonts throughout and printed in black ink and dropout orange PMS 1585, shaded areas black 10% tint. The font used in the sample booklet is ARIAL.

All form pages within the booklet require a full-length vertical perforation 8 1/2" from the trimmed edge to fall within the gutter of the booklet. Successful vendor must guarantee that packet will remain intact under normal handling and mailing conditions. The perforations must allow for the easy removal of forms without tearing them but must not allow pages to fall out in normal handling and labeling operations. This should be consistent throughout the run. Detached size must remain 8-1/2" +/- 0 x 11" +/- 1/16" and the printed text area must remain an 7.5" x 10".

Successful bidder must contact Beulah Matheny, Internal Auditing Division, 1001 Lee Street East, Charleston, West Virginia, 25301, telephone number 304-558-8634 immediately after award of bid and prior to any proofs being prepared to receive and discuss "final copy".

Two copies of proofs are required within 10 working days, or some other time frame acceptable to the State Tax Department, from the date of the purchase order stating the exact quantity to be ordered. One copy of the proofs will be returned to the printer within 10 working days of the date received indicating approval or required corrections. Corrected proofs, if necessary, must be furnished to the State Tax Department. Prior to printing the booklets, printer must furnish a blue-line proof (actual mockup) for final approval.

The State Tax Department reserves the right to make any changes or corrections to proofs required by the Secretary's, Tax Commissioner's, or Legislature's directive before final approval without cost to the Department.

If any part of this job is sub-contracted, the bidding vendor remains responsible for meeting the requirements of this bid through the sub-contractor.

All printing matter is to be boxed and palletized (when applicable), each box not to exceed 40 LBS. in weight and 100 inches in girth. Each box is to be labeled as to form name, total forms per box and the year from the front of the packet.

Delivery of this order (except for packets needed for the January mailing by the vendor selected to mail the packets) must be made to the State Tax Department's warehouse at 1315 Hansford Street, Charleston, West Virginia, 25301, on or before January 20, 2008. Successful bidder is to contact Beulah Matheny at 304-558-8634 to find out the quantities to be delivered to the Department's Warehouse and the quantities to be held for January mailing.

According to West Virginia State Code §5A-3-4(8), the successful bidder agrees that liquidated damages shall be imposed at the rate of \$1,000.00 per day for failure to provide deliverables, meet goals identified to keep the project on target or failure to meet specified deadlines. This clause shall in no way be considered exclusive and shall not limit the State of West Virginia or the State Tax Department's right to pursue any other additional remedy to which the State of West Virginia or the State Tax Department may have legal cause for action including further damages and penalties against the successful bidder.

Forms are to be shipped FOB destination.

## **SECTION 2: MAILING SPECIFICATIONS**

Mailing services includes the preparation of address labels (Avery Item 5960, 1" X 2-5/8", or equivalent), that will be supplied by the vendor, based upon data supplied by the Department from the Department's database. The Department will supply the information to be printed on the labels via encrypted files using PGP and then FTP'd to a secured server provided by the vendor or on CD ROM/ZIP DISCS 100MB, with file layout. The Mailer must be U.S. Postal Service CASS certified and have current database for inclusion of ZIP +4, carrier route # and postnet bar codes in the address labels. The mailer must take the Department's data and convert it to zip +4 carrier route presort with the appropriate information printed on the label.

Quantities listed in this section for mailing are estimated based upon the number of accounts on record with the Internal Auditing Division at the time these specifications were prepared. The actual quantities are governed by the Division's record of taxpayers to be mailed returns at the time the mailing tapes are cut.

Estimated quantity: 25,000 booklets and 25,000 labels



Mailer must produce 1 set of labels from the supplied State Tax Department database. This part of the mailing will involve approximately 25,000 booklets. The address labels are to be affixed to the outside cover of the tax booklet. Note: outside label must not show the identification number above the name.

Vendor will then take the labeled booklets and separate, tie, sack and prepare them for mailing in accordance with postal regulations as required at a date to be determined by the State Tax Department between January 20, 2009 through January 31, 2009. All addresses that qualify are to be mailed at the carrier route postage rate with the residual mailed at the lowest rate possible.

Postage will be paid by the Department. The Department's bulk rate postage permit number is printed on the booklets.

If the mailer desires to use a post office other than Charleston, West Virginia, they should disclose the location in their bid. Successful vendor must then obtain Bulk Rate Permit number at that location and advise the department of the number for inclusion on the postal indicia. Price for permit at the alternate location and any annual charges must be itemized and are to be included in this bid.

The mailer must bear any cost resulting from postal damage or mistakes in the mailing process.

All CD ROM/ZIP DISCS 100 MB must be returned to the State Tax Department within 30 days.

All files, negatives, plates and camera-ready material shall become the property of the State of West Virginia and shall be mailed or delivered to the State Tax Department when printing is completed.

Any correspondence and invoices must include the State Tax Department purchase order number.

Successful vendor is to contact Beulah Matheny, Internal Auditing Division, 1001 Lee Street East, Charleston, West Virginia, 25301, telephone 304-558-8634 as soon as the bid is awarded so that labeling and mailing schedules can be developed.

**NOTE: OVERRUNS WILL BE ACCEPTED BUT NOT PAID FOR. UNDERRUNS ARE UNACCEPTABLE.**

**TAX09008  
BID FORM**

**2008 CORPORATION NET INCOME/BUSINESS FRANCHISE TAX INSTRUCTIONS & FORMS**

ITEM DESCRIPTION	ESTIMATED QUANTITY	PRICE PER 1,000	EXTENDED PRICE
2008 Corporation Net Income/Business Franchise Booklet	35,000	444/m \$ 31/mk	<del>\$ 15,440 mk</del> \$ 1550 mk <span style="float: right;">15,540 ←</span>
* Mailing Costs EXCLUDING POSTAGE	25,000	\$ 58	\$ 1,450
Cost of bulk rate permit-if mailer using post office other than Charleston, WV office		\$	\$ No charge
		\$	\$ 16,990
<b>COST OF FREIGHT/SHIPPING CHARGES TO BE INCLUDED IN PRINTING PRICE</b>			

\*Note: The above quantities are only estimates for use in bid evaluation only. As indicated in the specifications, this is an open-ended contract and actual quantities may be subject to change.

Creative Litho Systems, Inc.  
(Company Name)

By: Marene Kellitt  
Title: V. PRES

Date: 12/10/08

\* POST OFFICE . ST. LOUIS, MO

RFQ No. TAX09008STATE 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](http://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: Creative Litho Systems, Inc.Authorized Signature: Marlene Kelleter Date: 12/10/08