



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
TAX10004

PAGE
1

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

*408151600 800-638-2850
 CENVEO
 1820 PORTAL STREET
 BALTIMORE MD 21224

VENDOR

SHIP TO

DEPARTMENT OF TAX AND REVENUE
 OPERATIONS DIVISION
 BUILDING 1, ROOM W417
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0845 304-558-0761

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/22/2009	30 Days Net	Our Trucks	As Specified	30 Days Net

BID OPENING DATE: **08/27/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		966-50	See Attached Pricing Sheet as specified	
<p style="text-align: center;">OPEN END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA STATE TAX DEPARTMENT, IS SOLICITING BIDS TO PROVIDE PRINTING OF IT-140 WEST VIRGINIA INCOME TAX BOOKLETS PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL, AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 8/11/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE RFQ OPENING DATE AND IN ANY FORMAT.</p> <p>ATTACHMENT: 2008 PERSONAL INCOME TAX BOOKLET</p>						

RECEIVED
 2009 AUG 26 AM 9:33
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Dennis Burns</i>	TELEPHONE 410-633-1291	DATE 8/24/09
TITLE Account Executive	FEIN 84-1250534	ADDRESS CHANGES TO BE NOTED ABOVE

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, the State may deem this contract null and void, and terminate such contract 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 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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
TAX10004

PAGE
2

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

VENDOR

*408151600 800-638-2850
 CENVEO
 1820 PORTAL STREET
 BALTIMORE MD 21224

SHIP TO

DEPARTMENT OF TAX AND REVENUE
 OPERATIONS DIVISION
 BUILDING 1, ROOM W417
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0845 304-558-0761

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/22/2009				

BID OPENING DATE: **08/27/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Perris Burns</i>	410-633-1291	8/24/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
ACCOUNT Executive	84-1250534	

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



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
TAX10004

PAGE
3

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

VENDOR

*408151600 800-638-2850
CENVEO
1820 PORTAL STREET

BALTIMORE MD 21224

SHIP TO

DEPARTMENT OF TAX AND REVENUE
OPERATIONS DIVISION
BUILDING 1, ROOM W417
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0845 304-558-0761

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/22/2009				

BID OPENING DATE: **08/27/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</p> <p>EXHIBIT 6</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Rennis Burns</i>	TELEPHONE 410-633-1291	DATE 8/24/09
TITLE Account Executive	FEIN 84-1250534	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
TAX10004

PAGE
4

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

*408151600 800-638-2850
 CENVED
 1820 PORTAL STREET
 BALTIMORE MD 21224

DEPARTMENT OF TAX AND REVENUE
 OPERATIONS DIVISION
 BUILDING 1, ROOM W417
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0845 304-558-0761

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/22/2009				

BID OPENING DATE: 08/27/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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> <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 TIM OF CONTRACT RENEWAL ONLY.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Pennis Burns</i>	410-633-1291	8/24/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Account Executive	84-1250534	

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



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
TAX10004

PAGE
5

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

VENDOR

*408151600 800-638-2850
 CENVED
 1820 PORTAL STREET
 BALTIMORE MD 21224

SHIP TO

DEPARTMENT OF TAX AND REVENUE
 OPERATIONS DIVISION
 BUILDING 1, ROOM W417
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0845 304-558-0761

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/22/2009				

BID OPENING DATE: **08/27/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						
BUYER:				SHELLY MURRAY		
RFQ. NO.:				TAX10004		
BID OPENING DATE:				08/27/2009		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 410-633-1228						

CONTACT PERSON (PLEASE PRINT CLEARLY):				Dennis Burns		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Dennis Burns</i>	TELEPHONE 410-633-1291	DATE 8/24/09
TITLE Account Executive	FEIN 84-1250534	ADDRESS CHANGES TO BE NOTED ABOVE

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

REQUEST FOR QUOTATION TAX10004

The West Virginia Purchasing Division for the agency, the West Virginia State Tax Department is soliciting bids to provide the agency with printing and distribution of Personal Income Tax Booklets.

SCOPE OF WORK

Quantities are approximate; actual quantities will be provided when addressing information is accumulated.

- Item 1. IT – 140 2009 West Virginia Income Tax Booklet ...440,000 each
 - a. Additional cost to add four pages of newsprint.
- Item 2. Cost for envelope as specified
- Item 3. Cost of Author’s Alterations
- Item 4. Cost for postal permits.
- Item 5. Cost of freight or shipping charges to complete bulk and direct mailings.
- Item 6. Successful vendor **MUST** provide alternate pricing per thousand for exact rerun of item 1 with a minimum reorder quantity of 10,000.

NOTE: Samples of prior year booklets are provided for informational purposes only. Please see the listing of specifications provided for exact details.

Contractor Capabilities:

The contractor must have adequate personnel, facilities and equipment to accomplish all services required by this contract. The contractor must have the ability to create scannable forms by use of a heat set press. The contractor is solely responsible and liable for all services performed.

The contractor must have completed equal quality income tax returns for three states within the past 5 years. Evidence of this is to be submitted with the vendor’s bid response. The agency reserves the right to request this information. Vendor(s) must provide this information within 5 working days of request. Failure to respond in this timeframe may result in disqualification of the vendor’s bid.

The State Tax Department reserves the right to inspect bidders’ facilities prior to award of contract.

Detailed Printing Specifications:

DESCRIPTION OF PROPOSED CONTENTS:

The sample packets enclosed with these specifications are intended to convey the amount of text that the Department anticipates printing at this time, and to illustrate technical aspects of this order – folding, perforating, collating and binding. The samples are also intended to demonstrate the overall quality of printing and construction that is expected. The packets are constructed with

the forms (Offset) located in the center of the book surrounded by informational pages (Newsprint) and the cover (Offset) wrapped around the entire contents.

The actual layout of the 2009 booklet has not yet been finalized. The tax returns in the book will be required to have 2-d bar codes on each page of the returns. They also must be printed with dropout ink that is scannable. Bidders are also required to submit pricing for additional 4 pages of 30# commodity offset to be added to Item 1. At the present time the booklet will be constructed as follows:

Item 1 (IT-140 2009 West Virginia Income Tax Booklet) will be a 48 page booklet that will require 24 pages of Offset and 24 pages of Newsprint.

QUANTITIES:

440,000 Item 1: IT-140 2009 Resident/Nonresident/Part-Year Resident Tax Booklet.
(Approximate)

INK:

PMS black and PMS 1585 dropout orange ink for the text that is not readable by scanners. Exact colors will be discussed with the vendor that is awarded the contract.

OVERRUNS AND UNDERRUNS:

Overruns will be acceptable but not paid for: **UNDERRUNS ARE NOT ACCEPTABLE.**

SIZE:

The finish size of the printed booklet is 8-1/2" +/-0" x 10-15/16 +/-1/16". Detached size of all printed and flat forms will measure 8-1/2" +/-0" x 10-15/16" +/-1/16". Exact margins will be furnished with copy. Margins must be maintained with a tolerance of +/- 1/16". Printed text area will not be larger than 7 1/2" x 10" and must not be reduced. All pages must be cut and trimmed accurately to maintain page and margin sizes. Bleeds are not required on forms; however, white border along edges must be uniform and not exceed 1/2".

STOCK:

All forms and the cover must be printed on Offset Book paper as specified below. All other pages shall be printed on Newsprint as specified below. Bidder must specify in their bid the stock they propose to furnish.

50# white commodity offset or equal – brand reference: Springhill Offset, minimum brightness 75, and minimum opacity 84.

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.

Samples: Vendor should submit at least ten samples of both paper stocks to be used in the printing of the booklet with their bid. It is preferred that this information be submitted with the vendor’s bid response. The agency reserves the right to request Samples. Vendor(s) must provide Samples within 5 working days of request. Failure to respond in this timeframe may result in disqualification of the vendor’s bid.

COPY AND PROOFS:

The successful vendor must meet with the Taxpayer Services Division in their offices at the vendor’s expense to receive and discuss the furnished files on or about September 14th; a tentative production schedule will also be developed at this meeting. The State Tax Department will furnish complete PDF files along with sample output for verification. Charges by the contractor

for author's alterations must include a justification and be quoted at per hour cost and any other cost for additional page of proofs or corrections.

The successful vendor must provide two sets of digital (laser) proofs to the Tax Department prior to final production. The first set must be sent at a time agreed upon by the Tax Department and the Vendor and, a second set to be sent for final approval prior to the printing of the booklets.

PRESSWORK:

All pages printed must be reproduced using the offset method of printing only. All work must be performed in a thorough, accurate and first-class manner. Presswork shall be of first grade, producing a clear, clean, sharp impression. All printing shall be head-to-head. The Tax Department reserves the right to have a representative present at the successful vendor's facility to review and approve the initial press run of the booklet. **This must take place during normal work hours.**

PERFORATIONS:

All form pages within the booklet require a full-length vertical perforation 8 ½" 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 10-15/16" +/- 1/16" and printed text area must remain a 7 1/2" x 10".

Samples: Bidders should submit with their bid at least 10 samples of the perforation proposed on offset stock. It is preferred that the samples be submitted with the vendor's bid response. Vendor(s) must provide samples within 5 working days of request. Failure to respond in this timeframe may result in disqualification of the vendor's bid.

BINDING:

The booklets must be bound on the vertical (10-15/16" +/- 1/16") side by saddlewire stitching. Stitches are secured at the fold. Binding must not interfere with the visibility of text or the detaching of forms at the perforation.

ENVELOPE SPECIFICATIONS:

The contractor will manufacture or have manufactured a sufficient quantity of envelopes to ensure that each tax booklet has the return envelope inserted.

Booklet envelopes are to be printed 1/1; black ink (outside) on 24# white wove stock, or equivalent (opacity 91%, Brightness 80%). Inside dimensions of envelope (measured as sealed) must be 9-1/2" long and 4-1/8" high. Inside of the envelope must be tinted with a security tint to prevent viewing envelope contents through the envelope. Moisture activated glue shall be used as the adhesive for the sealing flap; it shall not exceed one-half inch wide, and must run the entire length of the flap and bleed to the outside edge. Envelopes must be inserted within all booklets (even those not being mailed to taxpayers) so as to not be separated in mailing or handling. Method of envelope insertion is subject to approval by the State Tax Department. Final copy and format of envelope must be approved by the State Tax Department.

Samples: Bidders should submit ten samples with their proposal. The samples should exhibit the style and format for the envelope, including the method of insertion into the booklet. If the envelope provided is not on the stock proposed in the vendor's proposal, then they should also submit ten samples of the paper stock to be used in the printing of the envelopes. **It is preferred that the samples be submitted with the vendor's bid response. The agency reserves the right to request Samples. Vendor(s) must provide samples within 5 working days of request. Failure to respond in this timeframe may result in disqualification of the vendor's bid.**

Detailed Distribution Specifications:

ADDRESS DATA:

Vendor must be able to convert data on address tape received from the Tax Department to OCR. The State Tax Department will provide the vendor on or about November 23rd with **two ZIPPED DISC/CD ROM** containing the tax information to be printed on the booklets. Successful vendor must match the accounts on the **ZIPPED DISC/CD ROM** with the **National Change of Address (NCOA)** files and update any incorrect addresses. All address corrections must be provided to the State Tax Department in a format similar to the original data. Taxpayer address information provided by the State Tax Department must be modified (including converting zip codes to 11-digit zip codes and adding required postal service coding and bar-coding) and sorted appropriately by the successful vendor to insure direct mailings are fully automation compatible, based on United States postal service rules in effect at the time of mailing. Vendor will be required to return **ZIPPED DISC/CD ROM** to the State Tax Department. At the vendor's request, the State Tax Department will provide a test tape, on or after October 26.

BOOKLET ADDRESSING:

Successful vendor must image the name and mailing address on approximately 250,000 booklets in the location and style required by postal regulations for presorted standard direct mailing. The successful vendor will also be required to image any necessary coding as required by the postal service to take advantage of the specified mailing rates, including any necessary bar coding. Vendor should submit, as part of their proposal, ten samples of the print style and format to be used in addressing these forms. **It is preferred that the samples be submitted with the vendor's bid response. The agency reserves the right to request Samples. Vendor(s) must provide samples within 5 working days of request. Failure to respond in this timeframe may result in disqualification of the vendor's bid.**

MAILING SPECIFICATIONS:

Successful vendor must bundle and tag, according to postal requirements, approximately 250,000 booklets for mailing. The contractor will provide the addressing and mailing of the packets. The contractor must have mailing services in a method that provides the State Tax Department with the lowest possible postage rates (enhanced carrier route presorting, automated 3/5 digit and basic rates for all Standard Mail). **Bidders must include any freight costs associated with this mailing in the amount shown under item 5.** Booklets are to be released for mailing at a date to be specified by the State Tax Department between December 29 and January 2. **UNDER NO CIRCUMSTANCES ARE THE BOOKLETS TO BE MAILED WITHOUT THE APPROVAL OF THE STATE TAX DEPARTMENT.** A penalty equal to one percent of the total bid will be imposed for each day this mailing is delayed, provided that the State Tax Department has delivered the appropriate **ZIPPED DISCS/CD ROM** to the vendor at least 30 days prior to the selected mail date. Successful vendor must bear any cost from damage or mistakes made in the mailing process.

BULK MAILINGS:

Successful vendor is required to deliver the quantities of booklets listed below on a date to be specified by the State Tax Department. Booklets are to be shipped F.O.B. destination (inside delivery). The quantities shown for Item 1 are approximate; the vendor may ship full cases of these booklets as long as the quantities provided are within ten percent (10) of the requested quantities. *Successful vendor must pay all freight for these shipments; freight cost of the bidder should be included in the amount shown under Item 5.*

- A. To each of the 26 addresses in the attached List I.
 - a. 700 of item 1

- B. To each of the 24 addresses in the attached List II.
 - a. 700 of item 1
- C. To each of the 5 addresses in the attached List III.
 - a. 1,000 of item 1
- D. To the addresses in the attached List IV (note different quantities per address).

PACKAGING OF PRINTED MATERIALS:

All booklets not directly mailed are to be boxed and palletized (when applicable). All cartons of booklets are to be uniformly packed, filled solidly and weigh no more than forty (40) pounds. Each box must be acceptable for parcel post mailing. Each carton must be clearly marked as to content (i.e. booklet name, booklet number and quantities).

SHIPMENT OF BOOKLETS TO STATE TAX DEPARTMENT:

Successful vendor must deliver a partial order on or about December 3 of 10,000 of Item 1, **EXCEPT** for those quantities required for performing the deliveries set forth in the Booklet Addressing section. These booklets are to be packed with the cartons specified, palletized, delivered and unloaded (inside delivery) by the successful vendor to the State Tax Department Warehouse, 1315 Hansford Street, Charleston, West Virginia, 25301. **Successful vendor must pay all freight for these shipments; freight costs of the bidder should be included in the amount shown under Item 5.** The remaining quantity after completion of the mailings outlined in the **MAILING SPECIFICATIONS** and **BULK MAILINGS** must be delivered in the same manner.

POSTAL PERMITS:

Successful vendor must obtain the required postal permits at the Post Office nearest its factory for accepting and direct mailing approximately 250,000 pieces of mail. Price for obtaining this permit must be included in this bid (Item 4). The booklets will be mailed using preprinted company indicia, based on the State Tax Department's presorted standard permit #1180, established at the Charleston, West Virginia post office (zip code 25301). After establishment of the bulk rate permit by the vendor, the State Tax Department will provide the successful vendor with a state warrant, in an amount adequate to cover the postage for the direct mailings, issued to the postmaster at the vendor's post office, to deposit in the postage account.

DELIVERY (FREIGHT) CHARGES ARE TO BE PAID BY VENDOR with the shipping receipts provided to the State Tax Department when deliveries are completed.

STATE OWNS MATERIALS:

All negatives, plates and camera-ready material to include a finalized set of 3.5" high density diskettes shall become the property of the State of West Virginia and shall be presented to the State Tax Department when printing is completed.

CORRESPONDENCE AND INVOICING:

ALL CORRESPONDENCE, FREIGHT BILLS, AND INVOICES MUST INCLUDE THE STATE TAX DEPARTMENT PURCHASE ORDER AND FORM NUMBER. Receipts for freight charges and itemized original invoices must be submitted to the State Tax Department, Attn: Procurement, P. O. Box 2389, Charleston, WV 25328-2389. Postal receipts must be submitted to the State Tax Department, Taxpayer Services Division, Attention: Lee Ann Kennedy, P. O. Box 3784, Charleston, WV 25337-3784, within five (5) days of mailing.

ALTERNATIVE BIDS FOR RERUNS:

Successful vendor **MUST** provide alternative pricing per thousand for exact rerun of Item 1 with a minimum reorder quantity of 10,000. The reruns require no labels nor do they require a press check.

LIST I:

The following list of addresses is to facilitate the delivery of booklets:

1. Clerk of the County Court
Berkeley County
100 W King Street
Martinsburg, WV 25401-3247
2. Clerk of the County Court
Brooke County
632 Main Street
Wellsburg, WV 26070-1743
3. Clerk of the County Court
Grant County
Five Highland Avenue
Petersburg, WV 26847-1705
4. Clerk of the County Court
Greenbrier County
200 Court Street
Lewisburg, WV 24901-1137
5. Clerk of the County Court
Hampshire County
25 East Main Street
Romney, WV 26757-1816
6. Clerk of the County Court
Hancock County
102 North Court Street
New Cumberland, WV 26047-9400
7. Clerk of the County Court
Hardy County
204 Washington Street
Moorefield, WV 26836-1155
8. Clerk of the County Court
Jackson County
116 Court Street
Ripley, WV 25271-1409
9. Clerk of the County Court
Jefferson County
100 E Washington Street
Charles Town, WV 25414-1072
10. Clerk of the County Court
Marshall County
600 Seventh Street
Moundsville, WV 26041-2129
11. Clerk of the County Court
Mason County
200 6th Street
Point Pleasant, WV 25550-1131

12. Clerk of the County Court
Mercer County Courthouse
Courthouse Square
Princeton, WV 24740
13. Clerk of the County Court
Mineral County
150 Armstrong Street
Keyser, WV 26726-3500
14. Clerk of the County Court
Mingo County
75 E Second Avenue
Williamson, WV 25661-3532
15. Clerk of the County Court
Monroe County
Main Street
Union, WV 24983
16. Clerk of the County Court
Morgan County
202 Fairfax Street Ste 100
Berkeley Springs, WV 25411-1501
17. Clerk of the County Court
McDowell County
90 Wyoming Street Ste 109
Welch, WV 24801-2487
18. Clerk of the County Court
Pendleton County Courthouse
Main Street
Franklin, WV 26807
19. Clerk of the County Court
Pleasants County
301 Court Lane
St. Marys, WV 26170-1317
20. Clerk of the County Court
Pocahontas County
900 Tenth Avenue #C
Marlinton, WV 24954-1333
21. Clerk of the County Court
Preston County
101 W Main Street RM 201
Kingwood, WV 26537-1108
22. Clerk of the County Court
Raleigh County
215 Main Street
Beckley, WV 25801-4617
23. Clerk of the County Court
Randolph County
2 Randolph Avenue
Elkins, WV 26241-4063

24. Clerk of the County Clerk
Tyler County
121 Court Street
Middlebourne, WV 26149-9605
25. Clerk of the County Court
Wayne County Courthouse
700 Hendricks Street
Wayne, WV 25570
26. Clerk of the County Court
Wetzel County
200 Main Street
New Martinsville, WV 26155-1264

LIST II

The following list is to facilitate the delivery of booklets:

1. Clerk of the County Court
Barbour County
8 N Main Street
Philippi, WV 26416-1140
2. Clerk of the County Court
Boone County
200 State Street
Madison, WV 25130-1152
3. Clerk of the County Court
Braxton County
300 Main Street
Sutton, WV 26601-1313
4. Clerk of the County Court
Calhoun County Courthouse
Main & Court Streets
Grantsville, WV 26147
5. Clerk of the County Court
Clay County
207 Main Street
Clay, WV 25043
6. Clerk of the County Court
Doddridge County
118 E Court Street RM 102
West Union, WV 26456-1297
7. Clerk of the County Court
Fayette County
100 N Court Street
Fayetteville, WV 25840-1210

8. Clerk of the County Court
Gilmer County
10 Howard Street
Glennville, WV 26351-1246
9. Clerk of the County Court
Harrison County
301 West Main Street
Clarksburg, WV 26301-2909
10. Clerk of the County Court
Lewis County
110 Center Avenue
Weston, WV 26452-1941
11. Clerk of the County Court
Lincoln County
8000 Court Street
Hamlin, WV 25523-1418
12. Clerk of the County Court
Logan County
300 Stratton Street
Logan, WV 25601-3924
13. Clerk of the County Court
Marion County
211 Adams Street
Fairmont, WV 26554-2834
14. Clerk of the County Court
Nicholas County
700 Main Street
Summersville, WV 26651-1444
15. Clerk of the County Court
Putnam County
3389 Winfield Road
Winfield, WV 25213-9354
16. Clerk of the County Court
Ritchie County
115 E Main Street RM 201
Harrisville, WV 26362-1298
17. Clerk of the County Court
Roane County
Main Street
Spencer, WV 25276-1409
18. Clerk of the County Court
Summers County
Ballangee Street
Hinton, WV 25951
19. Clerk of the County Court
Taylor County
214 West Main Street
Grafton, WV 26354-1387

20. Clerk of the County Court
Tucker County
215 First Street
Parsons, WV 26287-1235
21. Clerk of the County Court
Upshur County
40 West Main Street RM 101
Buckhannon, WV 26201-2299
22. Clerk of the County Court
Webster County
2 Court Square RM G-1
Webster Springs, WV 26288-1049
23. Clerk of the County Court
Wirt County
Washington & Court Streets
Elizabeth, WV 26143
24. Clerk of the County Court
Wyoming County
309 Bank Street
Pineville, WV 24874

LIST III

The following list to facilitate the delivery of booklets:

1. Clerk of the County Court
Ohio County
1500 Chaplain Street
Wheeling, WV 26003-3553
2. Clerk of the County Court
Cabell County
750 5th Ave RM 110
Huntington, WV 25701-2019
3. Clerk of the County Court
Kanawha County
409 Virginia Street E
Charleston, WV 25301-2530
4. Clerk of the County Court
Monongalia County
263 High Street
Morgantown, WV 26505-5434
5. Clerk of the County Court
Wood County Courthouse, RM 201
Market and Third Streets
Parkersburg, WV 26101

LIST IV

The following list is to facilitate the delivery of booklets:

1. State Tax Department
407 Neville St., Suite 109
Beckley, WV 25801-4500
 - a. Item 1 - 1,000 booklets

2. State Tax Department
400 - 5th Street
Parkersburg, WV 26101-5108
 - a. Item 1 - 1,000 booklets

3. State Tax Department
2699 Park Avenue
Suite 230
Huntington, WV 25704
 - a. Item 1 - 2,000 booklets

4. State Tax Department
397 Mid Atlantic Parkway Suite 2
Martinsburg, WV 25404-7468
 - a. Item 1 - 1,500 booklets

5. State Tax Department
40 14th Street
Wheeling, WV 26003-3424
 - a. Item 1 - 1,500 booklet

6. State Tax Department
Huntington Bank Building Suite 201
230 West Pike Street
Clarksburg, WV 26301-2708
 - a. Item 1 - 1,000 booklets

7. West Virginia Library Commission
Cultural Center
1900 Kanawha Blvd East
Charleston, WV 25305-0620
 - a. Item 1 - 125,000 booklets

8. Internal Revenue Service - TPS
U.S. Courthouse Room 306
Fifth Avenue & Ninth
Huntington, WV 25701
 - a. Item 1 - 1000 booklets

9. Internal Revenue Service - TPS
James and Riffe Streets
Sophia, WV 25921
 - a. Item 1 -1000 booklets

10. Internal Revenue Service - TPS
Suite E, Woodsdale
1021 National Road
Wheeling, WV 26003
 - a. Item 1 - 1000 booklets

11. Internal Revenue Service - TPS
Federal Office Bldg, Room 320
109-C Berkeley Plaza
Martinsburg, WV 25401
 - a. Item 1 - 1000 booklets

12. Internal Revenue Service - TPS
11 Chenoweth Drive, Suite 2
Bridgeport, WV 26330-1689
 - a. Item 1 - 1000 booklets

13. Internal Revenue Service - TPS
Federal Office Bldg, Room 2006
425 Juliana Street
Parkersburg, WV 26101-5334
 - a. Item 1 - 1000 booklets

**VENDOR CHECKLIST
SUBMISSIONS WITH BID**

<u>Request</u>	<u>Met/Incl</u>
1. Samples of Paper Stock	
50# Commodity Offset (10)	<u>See below</u> and
30# Newsprint (10)	enclosed samples _____
2. Sample perforation on proposed stock (10)	<u>See below</u> and enclosed samples
3. Address Imaging Samples showing print Format and style (10)	As specified and the <u>last editions</u>
4. Samples of envelopes	<u>See WV</u> samples
5. Alternative bids for reruns 10,000 Copies as specified	<u>\$1,216.00</u> per 1,000
6. Author's alterations cost per unit	<u>\$ 85.00</u> per hour
7. Comparable Print projects list	<u>See below</u>

We have printed the West Virginia Tax Booklets for the last three years, as well as Maryland's booklets and other states. Please see the West Virginia and Maryland samples enclosed.

OPEN-END CONTRACT-TAX10004
2009 PIT BOOKLET
PRICING SHEET

Quantities are estimated: actual quantities will be provided when addressing information is accumulated.

	<u>Per Thousand</u>	<u>Extended</u>
Item 1. IT-140 Resident/Nonresident/Part-Year Tax Booklet Estimated quantity -440,000 each	\$ <u>244.55</u>	\$ <u>107,602.00</u>
Item 2. Cost of envelope as specified a. Including inserted return envelope	\$ <u>21.00</u>	\$ <u>9,240.00</u>
Item 3. Cost of author's alterations	\$ <u>-</u>	\$ <u>85.00</u> per hour
Item 4. Cost of postal permits	\$ <u>-</u>	\$ <u>345.00</u>
Item 5. Cost of freight (shipping charges) to complete the bulk and direct mailings	\$ <u>-</u>	\$ <u>5,476.00</u>
Item 6. Successful vendor MUST provide alternate pricing per thousand for exact rerun of item 1 with a minimum reorder quantity of 10,000	\$ <u>931.00</u>	\$ <u>9,310.00</u> (10,000 copies)
 TOTAL		 \$ <u>132,058.00</u>

NOTE: Samples of prior year booklets and labels are provided for informational purposes only. Please see the listing of specifications provided for exact details.

As requested: The additional cost to supply one additional 4 pages on the Newsprint section would be \$6,872.00.

An additional savings could be realized on the 10,000 reprint if it was printed on all offset.

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.

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:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, 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.

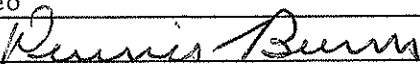
LICENSING:

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: Cenveo
Authorized Signature:  Date: 8/24/09