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RFQ COPY

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

### Request for Quotation

SHELLY MURRAY

504 558 8801

DEPARTMENT OF TAX & REVENUE VARIOUS LOCALES AS INDICATED BY ORDER

TYPE NAME/ADDRESS HERE

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# 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. 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.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. 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.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
- 14. 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.
- 15. 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, and the West Virginia Insurance Commission. 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.
- 16. 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 material, 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.

#### **INSTRUCTIONS TO BIDDERS**

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. 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
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

TAX11004

PΑ	GE.	
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ADDRESS CORRESPONDENCE TO ATTENTION OF

SHELLY MURRAY

RFQ COPY
TYPE NAME/ADDRESS HERE
Triangle Systems
300 Brimar Dr. Suite 100
Puttsburgh PA 15205

DEPARTMENT OF TAX & REVENUE VARIOUS LOCALES AS INDICATED BY ORDER

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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS		



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

# Request for **Quotation**

TAX11004

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

ADDRESS CHANGES TO BE NOTED ABOVE

SHELLY MURRAY 304-558-8801-

DEPARTMENT OF TAX & REVENUE VARIOUS LOCALES AS INDICATED BY ORDER

rfo copy Type name/address Here Triangle Systems 300 Bilmar Dr., Suite 100 Pittsburgh, PA 15205

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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

REQ NUMBER

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SHELLY MURRAY 304-558-8801

RFQ COPY TYPE NAME/ADDRESS HERE

DEPARTMENT OF TAX & REVENUE VARIOUS LOCALES AS INDICATED BY ORDER

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## 2011 EMPLOYER'S WITHHOLDING COUPON BOOKLET

## GENERAL SPECIFICATIONS

- 1. <u>MONTHLY BOOKLETS</u>: Approximately 55,000 18 pages including front and back covers plus 12 return mail envelopes.
- 2. <u>MONTHLY UPDATE MAILINGS</u>: Approximately 1,800 <u>Distributed monthly</u>. Same as item 1 except *excluding outdated coupons* and reducing the number of return envelopes to equal the number of coupons in each booklet.

**Note:** The quantities provided for all items are estimates based on the number of filers on the Tax Account Administration Division's records at the time these specifications were prepared. The actual quantities are governed by the Division's record of taxpayers filing withholding returns at the time the production addressing file is created.

Separate unit price is requested for all items. Unit price applies for the life of the contract.

#### Items 1 and 2

#### Coupon Booklets

#### Size -

Height 3 ½"
Overall Width of Booklet 8 ¾"
Width of Detachable Returns 8 ¼"
Width of Loose Cut Forms 8 ¼"

#### Binding -

- (a) Booklets must be stapled with two (2) wire stitches and bound with black tape over the stitches at the left edge of the booklets.
- (b) Booklet to be trimmed on three (3) sides plus binding edge.
- (c) All reporting forms must have vertical perforations ½" from left edge of booklet but be strong enough to prevent inadvertent separation.

<u>Paper Stock</u> – Front and back cover to be 32lb. Light blue ledger stock. All other pages **except Forms WV/IT101V** and **WV/IT103** are 20 lb. White bond paper. (For paper stock on coupon and return see individual item specifications).

Composition – The Tax Account Administration Division will furnish forms, samples and typewritten copy to the vendor. Vendor is required to furnish all composition. Materials furnished are not necessarily the exact size print desired. Vendor is expected to assist in the composition and layout of forms and instructions. Should there be any differences in the specifications and the form, the form rules. While some material may not be exact, the current form is what is to be duplicated exactly/identically. (The terms coupon and return are used interchangeably).

Successful vendor to furnish three (3) copies of proofs. Before final approval can be given for printing of the coupon booklets, the West Virginia State Tax Department must have a minimum of fifty (50) proofs of scannable Form WV/IT-101V and Form WV/IT-103. These proofs are to be on the actual paper intended for use in final printing and of the desired ink color requested in the specifications.

#### CONTENTS FOR EMPLOYER'S WITHHOLDING COUPON BOOKLET

#### **MONTHLY BOOKLET**

Front cover – Printed front and back (see sample):
 Front: State Seal (upper left) WEST VIRGINIA STATE TAX DEPARMENT
 Tax Account Administration Division

PO Box 1667 Charleston, WV 25326-1667

Employer's name and address imaged (left)

(change year to 2011)

Back: Map showing regional offices

2. Page 1 – REMINDERS:

#### ELECTRONIC FILING REQUIREMENT

Any person required to file a return for any tax administered under Chapter 11, Article 10 of the West Virginia Code who had total remittance for any single tax of \$100,000.00 or more during the immediate preceding taxable year is required to file electronically all returns for all taxes administered under this article.

Annual notification will be made to those employers affected by the mandatory electronic payment requirement.

Employers who file a quarterly return for fifty or more employees must file electronically at <a href="https://mytaxes.wv.gov/">https://mytaxes.wv.gov/</a>. Employers who are required to file electronically but fail to do so are subject to a penalty of \$25.00 per employee unless failure is due to a technical inability to comply. We encourage the use of <a href="https://mystaxes.wv.gov/">https://mystaxes.wv.gov/</a> to make the monthly payments as opposed to sending the vouchers and payment through the mail. You will receive quarterly returns separate from the booklet.

#### EMPLOYER'S CHANGE ORDER

Please use this form to report any corrections or changes in the employer's identification number, business name, address, to request a change in filing status\* or to notify the Department that you are no longer liable for West Virginia Income Tax Withholding.

\*It is the Employer's responsibility to file returns and remit payment of State Income Tax Withheld according to established guidelines. You are to notify the Tax Account Administration Division it if become necessary to change your filing frequency during the year. Your records will be adjusted accordingly and, if necessary, additional forms

WE ENCOURAGE ALL PAYMENTS BE MADE AND RETURNS FILED USING <a href="https://mytaxes.wvtax.gov">https://mytaxes.wvtax.gov</a>. VISIT OUR WEBSITE AT <a href="https://wvtax.gov">https://wvtax.gov</a> FOR MORE INFORMATION

#### LACK OF FORMS IS NOT A VALID EXCUES FOR FAILURE TO FILE A RETURN

#### 3. Page 2 – Instructions:

#### EMPLOYER'S PAYMENT OF TAX DUE AND RETURN FILING

All employers are Monthly payers and Quarterly filers.

New forms are the Monthly Payment Vouchers, Form WV/IT-101V due the 15<sup>th</sup> day of each month and the Quarterly Return, Form WV/IT-101Q due the last day of the month following the end of the calendar quarter.

This booklet contains Forms WV/IT-101V to be submitted with each monthly payment. Quarterly Returns will be mailed separately.

Employers who file a quarterly return for fifty (50) or more employees must file electronically at <a href="https://mytaxes.wv.gov">https://mytaxes.wv.gov</a>. Employers who are required to file electronically but fail to do so are subject to a penalty of \$25.00 per employee.

EXCEPTIONS: Employers who withhold less that \$600.00 annually or employ certain domestic and household employees will file the annual return Form WV/IT-101a. Payment of withheld tax must be accompanied by a payment voucher Form WV/IT-101V. The due date for the annual return is January 31 of the succeeding year.

The amount listed as withheld on your payment form and your employer's return must reflect rounding of the cents to the nearest whole dollar. See withholding tables (wage bracket and percentage methods Form WV/IT-100.1A)

#### END OF YEAR RECONCILIATION AND WITHHOLDING TAX STATEMENTS (W-2s)

Employers must file an annual reconciliation of West Virginia Personal Income Tax Withheld (Form WV/IT-103 – enclosed) on or before February 28 of the succeeding year for which the withholdings are deducted and withheld, together with the Tax Department copies of all withholding tax statements for that preceding calendar year. The reconciliation must be filed separately from the employer's quarterly return.

Visit <a href="www.wvtax.gov/withholdingTaxForms.html">www.wvtax.gov/withholdingTaxForms.html</a> and choose <a href="www.wvtax.gov/withholdingTaxForms.html">wv/IT-105</a>, Specifications for filing <a href="www.wvtax.gov/withholdingTaxForms.html">wv-2</a> forms electronically. <a href="mailto:Employers who are filing for fifty">Employers who are filing for fifty (50) or more employees are required to file pursuant to these specifications.

- 4. Pages 3-14 One Coupon/Return per page. See specifications for Form WV/IT-101V.
- 5. Page 15 One Employer's Change Order, vertically perforated ½" from left edge. Detached form measures 8 ¼" W x 3 ½" H. Employer's Identification Number must be imaged on form
- 6. Page 16 Annual Reconciliation, Form WV/IT103. See specifications for Form WV/IT-103.
- 7. Back Cover Inside to be printed with Employer's Record of Payment and Reconciliation totals for the year.

#### MONTHLY UPDATES OF MONTLY BOOKLET

1. Layout of the monthly update of the Monthly Booklet is to be consistent with the Monthly Booklet *excluding outdated coupons*.

#### RETURN MAIL ENVELOPE

TD-22 return envelopes are to be furnished in each packet by the vendor. Twelve (12) envelopes are to be inserted with the mailing of the monthly booklet. Update mailing of coupon booklets must contain one (1) return envelope for each coupon (WV/IT-101V) inserted in booklet. Return envelope with top flap must be 24 lb. White wove and 8 7/8" X 3 7/8" in size. Top flap is to be gummed to at least ½" of each side of envelope. Return envelopes will have the West Virginia Sate Tax Department address and postal bar coding printed on face in black ink. Printing will be discussed and samples furnished to successful vendor. Final envelope construction will be subject to approval from the West Virginia State Tax Department.

#### MAILING ENVELOPE

A mailing envelope (die cut) will be required with a window to permit the name and address on the coupon booklet to show clearly and entirely for efficient delivery by the U. S. Postal Service. Envelope must conform to current U. S. Postal Service specifications for Bulk Rate Mailing, including any bar codes and indicia printed in black ink. This envelope must be 24 lb Kraft and be of sufficient size to hold the coupon booklet and return mail envelope(s). Envelope and gum flap must be of sufficient strength to guarantee delivery to the taxpayer with contents intact. The West Virginia Sate Tax Department return address is to be printed in black ink in the upper left corner. The words IMPORTANT TAX DOCUMENTS ENCLOSED are to be printed on the face of the outside mailing envelope in the area above the window.

# PRINTING SPECIFICATIONS FOR FORM WV/IT 101-V, EMPLOYER'S WEST VIRGINIA TAX WITHHELD PAYMENT VOUCHER

Orig 01/09

Although we provide specifications for this form, there may have been some deviation from these specifications in past versions. Vendor must match layout to the existing version. (See sample provided).

SIZE: Detached voucher measuring 8 ½"W x 3 ½"H Addressing area must be 3 1/8"W x 1 ½"H Perforation is allowed only on the left side of voucher.

**BARCODE:** The barcode is to be placed horizontally on the right lower corner. Barcode will be assigned by the Tax Department.

Barcode 39eHR; point size 26
Barcode size must be ½" x 2 ½"
Barcode must be surrounded by ¼" white space
Barcode must start and end with an asterisk

PAPER STOCK (WEIGHT): Paper is to be WHITE 24 lb OCR BOND PAPER. Reflectance must be 70% magnesium oxide or greater in the visible range CIE photopic response. The caliper thickness of the paper must be either .004 or .005. Foreign matter is not to exceed 10 ppm. Opacity cannot be less than 60%. Rag content must be less than 25%. Paper that is highly oil or grease resistant is unacceptable as is paper subject to curl. Paper stock must be approved by the Tax Account Administration Division.

INK: Text on return is to be printed in black ink with the exception of CERTAIN specified text and areas printed with dropout ink. All ink used must be free of MICRINK PROPERTIES. The dropout ink must be MSP 73517 RED, a close match to PMS 199 RED with no MICRINK PROPERTIES. Ink shades must be approved by the Tax Account Administration Division. The text location must match the sample voucher enclosed. Before final printing, samples of all ink on the same paper that will be used in the printing process must be submitted for approval by the Tax Account Administration Division. The dropout ink must be clearly visible to the user of the forms.

Imaging: The front of each coupon is to be imaged using either a laser or impact printer. All imaging is to done in **OCR A Font** using black ink with no magnetic characteristics. Image spacing: 10 characters per inch, 6 lines per inch.

Period ending date and due date is to be entered in the space provided and centered directly below the headings for each (example: 00-00-0000)

ADDRESS AREA (located on the left side of form) shall contain:

Employer's Identification Number

Employer's name (business name)

Employer's name

Employer's address

#### PRINTING SPECIFICATIONS FOR WY/IT-103 ANNUAL RECONCILIATION

Revised 01/08

#### Vendor must match layout to existing version

SIZE: Detached form measures 8 1/4" W 3 1/2"H.

**PAPER:** White 24 lb. OCR grade paper.

INK: Text is to be printed in black ink with the exception of areas printed with dropout ink. All ink must be free of MICRINK PROPERTIES. The dropout ink must be MSP 73517 RED, a close match to PMS 199 RED with no MICERINK PROPERTIES. Ink shades must be approved by the Tax Account Administration Division. The text location must match the sample enclosed. Before final printing, samples of all ink on the same paper that will be used in the printing process must be submitted for approval by the Tax Account Administration Division. The dropout ink must be clearly visible to the use of the forms.

**BARCODE:** The barcode will be assigned by the Tax Department. Barcode is to be placed vertically on the right lower corner of the form.

Barcode 39eHR; point size is 26 Barcode size must be ½" x 2 ½" Barcode must be surrounded by ¼" white space Barcode must begin and end with an asterisk

ADDRESS AREA: To be 3 ½" W x 1 ½" H. Forms to be inserted in booklets are to be imaged in this area with employer's eight-digit account number, name and address.

Vendor is required to image calendar year which booklet covers in the upper portion of this form centered below the words CALENDAR YEAR on form to be inserted in booklet.

#### OTHER SPECIFICATIONS

#### USE OF COMPUTER GENERATED INFORMATION

Files with data in ASCII fixed length file, with the file layout, will be furnished to the successful vendor containing the information necessary for imaging. Any other use of the information contained in these files, conversions or copies thereof is strictly prohibited.

#### Receipt of Computer Generated Information.

Electronic files will be sent to the vendor via FTP within the specified date ranges. The vendor MUST have a secure FTP site available for all file transmissions.

#### INITIAL DISTRIBUTION OF BOOKLETS

Approximately 55,000 booklets are to be delivered to the post office for mailing on January 3, 2011.

Monthly updates are to be mailed by the fifteenth day of the month following receipt of the updates.

Postal receipts for Coupon Booklets showing date and quantity of booklets mailed must accompany all invoices.

#### **BULK RATE PERMIT**

Successful vendor must obtain a company bulk rate permit in the post office nearest its factory for accepting and mailing booklets. The West Virginia State Tax Department has permit #1180 in Charleston, West Virginia post office (zip code 25301) on which to base the application for the company permit. The cost of the permit and any charges associated with it are to be itemized and included as a separate item of this bid. NOTE: The actual postage required to mail the booklets will be paid by the West Virginia State Tax Department, and is not to be included anywhere in this bid.

#### **UPDATE MAILINGS**

Vendor will be required to print and mail booklets to updated accounts on a monthly basis. There will be an approximate minimum of two hundred-fifty (250) and an approximate maximum of one thousand (1,000) booklets to be mailed monthly. The West Virginia State Tax Department will furnish an electronic file each month containing information needed for imaging. Booklets are to contain ONLY the number of coupons (vouchers) specified on each file received.

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.

#### SAMPLE TEST DOCUMENTS

The West Virginia State Tax Department will provide successful vendor with a test file identical in format to the expected production file not later than December 1, 2010. Successful vendor is to supply the West Virginia State Tax Department at least fifty (50) sample test documents imaged from the data on the test file. Test documents are to be identical in makeup to the final production output. The Department must approve these test documents prior to the initial mailing.

Successful vendor must meet with Jeff Anderson or Tonja Oakes of the Tax Account Administration Division to receive and discuss "final copy". They can be reached at 304-558-8700, and the address is 1001 Lee Street East, Charleston, West Virginia 25301. THE WEST VIRGINIA STATE TAX DPEARTMENT RESERVES THE RIGHT TO MAKE ANY CHANGES OR CORRECTION TO PROOFS BEFORE FINAL APPROVAL WITHOUT COST TO THE DEPARTMENT.

BID FORM 2011 West Virginia Employer's Withholding Coupon Booklets

ITEM DESCRIPTION	ESTIMATED QUANTITY	PRICE PER BOOK	PRICE PER 1,000	EXTENDED PRICE
(1) Monthly Booklets Annual Distribution Including return & mailing envelopes	55,000	\$ .697	\$ 697.00	\$ 38,335.°°
(1a) Monthly Mailings with return & mailing envelopes	1,800	\$,643	\$ 543.00	\$9,774.00
(6) Cost of Bulk Mailing Permit, Postal Imprint & any additional fees required for mailing items 1 & 1a, excluding postage				\$ 180.00

\*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.

Title:

hamling Maria R. Gramling
resentative Date: 11/10/10

## STATE OF WEST VIRGINIA Purchasing Division

## **PURCHASING AFFIDAVIT**

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

#### **DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

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: TRIANGLE SYSTEMS Authorized Signature: Date: 11-12-10 State of Pennsylvenia County of Allectiony, to-wit: Taken, subscribed, and sworn to before me this Aday of November, 20/0. My Commission expires Feb. 10, 20/1. AFFIX SEAL HERE NOTARY PUBLIC Mary & Williams

**COMMONWEALTH OF PENNSYLVANIA** 

WITNESS THE FOLLOWING SIGNATURE

Notarial Seal Mary E. Williams, Notary Public Kennedy Twp., Allegheny County My Commission Expires Feb. 10, 2011

## 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 or 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.
requirer against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authorize the requ	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid lired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate is during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder:	Triangle Systems signed: Maria & Gharaling
Date:	11/10/10 Title: Sales Kepresentative

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