



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#) [Clarification Request](#)

Procurement Folder: 1770725

Procurement Type: Central Master Agreement

Vendor ID: VS0000050062

Legal Name: BMS Direct, Inc

Alias/DBA: BMS Direct, Inc

Total Bid: \$670,400.00

Response Date: 09/23/2025

Response Time: 12:01

Responded By User ID: BMS Direct

First Name: Colby

Last Name: Sullivan

Email: colby.sullivan@bmsdirectinc.

Phone: 4349443253

SO Doc Code: CRFQ

SO Dept: 0702

SO Doc ID: TAX2600000001

Published Date: 9/16/25

Close Date: 9/23/25

Close Time: 13:30

Status: Closed

Solicitation Description: Printing and mailing of MV-1 Motor Vehicle Property letters.

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder: 1770725
Solicitation Description: Printing and mailing of MV-1 Motor Vehicle Property letters.
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2025-09-23 13:30	SR 0702 ESR09232500000002161	1

VENDOR
VS0000050062
BMS Direct, Inc

Solicitation Number: CRFQ 0702 TAX2600000001
Total Bid: 670400
Response Date: 2025-09-23
Response Time: 12:01:56
Comments:

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor		
Signature X	FEIN#	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Printing of MV-1 Motor Vehicle Property Tax Adjust Credit	0.00000			670400.00

Comm Code	Manufacturer	Specification	Model #
82121500			

Commodity Line Comments: Contract amount shown includes estimated postage.

Extended Description:

Printing of MV-1 Motor Vehicle Property Tax Adjust Credit



BMS Direct RFQ Response



State of West Virginia

Solicitation No. CRFQ 0702 TAX2600000001

BMS Direct Inc
37 Millrace Drive
434-239-2684
Lynchburg, VA 24502

Introduction

September 23, 2025

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

Re: Printing and mailing of MV-1 Motor Vehicle Property letters.
Solicitation No. CRFQ 0702 TAX2600000001

BMS Direct is pleased to submit the enclosed proposal in response to the State of West Virginia's RFQ for the printing and mailing of MV-1 Motor Vehicle Property letters. Our proposal demonstrates BMS's ability to provide secure, efficient, and cost-effective solutions that will enable the State to meet its printing and mailing requirements with confidence.

Founded in 1973 and headquartered in Lynchburg, Virginia, BMS Direct has over 50 years of experience delivering transactional statement, notice, and document printing and mailing services. Today, as an employee-owned company, we serve more than 300 clients—including over 200 municipal government offices—across more than a dozen states. Our proven expertise, cutting-edge technology, customer-first culture, and years of experience handling large-scale federal and state contracts for the Virginia Department of Social Services and the US Government Publishing Office position us to be a trusted partner for the State of West Virginia if awarded the contract.

The State can be assured that if BMS is selected for this contract, your program will be supported by our entire team—Customer Service, Project Management, Information Technology, Production, and Leadership—working together to ensure seamless execution and measurable success.

We appreciate the opportunity to respond and look forward to the possibility of serving the State of West Virginia.

Sincerely,

Colby Sullivan
Strategic Account Manager
BMS Direct
colby.sullivan@bmsdirectinc.com
434-455-7746

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1. BMS Direct Overview

1.1 Company Background

BMS Direct began as a family-owned printing and mailing company in Lynchburg, Virginia, in 1973. In 2024, we transitioned to an employee-owned structure, reinforcing our commitment to long-term stability and customer success. Today, we operate from an 80,000-square-foot facility, producing over 38 million pieces of mail annually and generating more than \$10.4 million in revenue.

We proudly serve over 300 clients—including municipal governments, utilities, and state agencies—with our largest customer, the Virginia Department of Social Services, entrusting us to print and mail more than one million notices totaling over 3 million sheets of paper each month.

1.2 The BMS Advantage

- **Employee-Owned Stability** – Decisions are driven by those closest to the work, ensuring accountability and long-term client focus.
- **Government Expertise** – BMS has over 8+ years handling federal and state government contracts. We also have more 200 municipal government offices that trust BMS for critical communication needs.
- **Dedicated Account Teams** – Our client service structure eliminates confusion, providing direct access to staff who know your account history.
- **Experienced Workforce** – Employee retention averages over six years, with many employees serving for more than a decade.
- **Leadership Experience** – Our executive team averages more than 20 years of industry expertise.

1.3 Benefits of Partnering with BMS

- Proven track record delivering large-scale, time-sensitive government communications.
- Flexible solutions tailored to meet specific program needs.
- Secure handling of sensitive data, backed by SOC 2 Type II and HIPAA compliance.
- Competitive pricing enabled by operational efficiencies and sustainable practices.

1.4 Commitment to Sustainability

BMS Direct is committed to reducing its environmental impact. Our Lynchburg facility features Virginia's largest commercial solar array, offsetting 95% of our energy usage.

Through our partnership with Canon Solutions America's **Eco Start Program**, more than 5,000 trees have been planted on our behalf, removing pollution and improving air quality. Additionally, our Account Executives drive fully electric or hybrid vehicles, further reducing our carbon footprint.

1.5 Technology & Equipment Investments

While many competitors have scaled back, BMS continues to invest in advanced technology, including:

- Canon i300 and Roll-fed ColorStream inkjet printers
- High-speed FTS and MPS intelligent inserters
- BlueCrest Epic high-speed intelligent mail inserter (2025 acquisition)
- On-site Bell and Howell Apex mail sorter (40,000 pieces/hour)

These investments ensure unmatched speed, accuracy, and scalability for our clients.

2. Proposed Services

2.1 Program Support & Account Management

BMS assigns a dedicated account team—including Customer Service and Project Management, IT, and Production experts—to every client. Benefits include:

- Sharing of best practices gained through supporting state and federal governments contracts as well as Treasurers, Commissioners of Revenue, Utility departments, and Assessors.
- Custom document design services to improve clarity and appeal.
- A formal Disaster Recovery Plan covering network systems, production, mailing, and customer support.
- Ongoing quarterly performance reviews with measurable objectives.

2.2 Production Capabilities

- Digital printing for transactional data with variable and selective messaging.
- High-speed inserting with camera verification for 100% accuracy.
- Selective inserting up to six unique components per mail piece.
- Bell and Howell Apex sorter for postage optimization and cost savings.

2.3 Mailing Services

- Certified postal software for address verification (CASS), presort validation, and NCOA compliance.
- “House-holding” capabilities to consolidate addresses, lowering postage costs.
- Electronic notifications for timely updates.

2.4 Technology Solutions & Secure Customer Portal

- Secure broadband portal for file transfer with automated confirmation and 24/7 access.
- Dashboard system for file management and process transparency.
- Ability to process a wide range of file formats and large data sets.
- Electronic bill presentment (e-billing) capabilities.

2.5 Data Security & Compliance

BMS employs a layered security model at the hardware, file, application, and user levels. Key features include:

- SOC 2 Type II and HIPAA compliance.
- Encryption of data both at rest and in transit.
- Regular vulnerability and penetration testing.
- Secured facilities with restricted access and strict employee vetting.

2.6 Quality Assurance Measures

- Documented inspection checklists at every stage of production.
- 100% verification via 2D barcodes and camera scanning.
- Dedicated quality control staff in each department.
- Weekly process and project reviews to implement corrective action for continuous improvement.

2.7 Disaster Recovery & Business Continuity

BMS maintains a full-scale disaster recovery site and a comprehensive plan that includes:

- Daily encrypted backups replicated to a secure cloud.
- 24-hour recovery capability in the event of a major disruption.
- FM200 fire suppression systems in both server and backup rooms.
- Facility-wide backup generator capable of powering operations for one week.

3. Implementation & Onboarding

3. Implementation & Onboarding

3.1 Transition Plan

Our onboarding begins with collaboration between BMS programmers and State IT staff to finalize input file expectations. BMS requests a test PDF file to allow our automated programming to be implemented and approved prior to go-live. This process works to increase efficiency by automating the file processing, avoiding delays, and ensuring your files mail faster.

3.2 Training & Support

State staff will receive training on the secure portal and dashboard system, if desired, ensuring confidence in file transfers, process monitoring, and approvals.

3.3 Resource Availability

- **Customer Service Hours:** 8:00 AM – 5:00 PM ET, Monday–Friday.
- **Production:** Two to three shifts daily, depending on volume.
- **Observed Holidays:** New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas (automated workflows remain operational).
- **Response Times:** Inquiries typically resolved within 1–3 hours, with formal metrics established during quarterly reviews.

4. Exceptions to Terms and Conditions

BMS Direct has reviewed the RFQ and does not anticipate exceptions to the outlined terms and conditions.

5. RFQ Response & Addendum Acknowledgement

BMS acknowledges receipt of the RFQ and any associated addenda. Following this page is the completed Solicitation Form and signed Addendum I.



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

State of West Virginia
Centralized Request for Quote
Printing

Proc Folder: 1770725			Reason for Modification:
Doc Description: Printing and mailing of MV-1 Motor Vehicle Property letters.			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-09-08	2025-09-23 13:30	CRFQ 0702 TAX2600000001	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code: VS0000050062
Vendor Name : BMS Direct
Address : 37 Millrace Drive
Street :
City : Lynchburg
State : VA **Country :** USA **Zip :** 24502
Principal Contact : Colby Sullivan - Strategic Account Manager
Vendor Contact Phone: 434-455-7746 (direct) **Extension:** 434-239-2684 (main)

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor BMS Direct
Signature X  FEIN# 54-0950970 DATE 09/22/2025

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

ADDITIONAL INFORMATION

The WV Purchasing Division is soliciting bids on behalf of the WV State Tax Division for an opened contract to provide reliable Printing and distribution of MV-1 Motor Vehicle Property Tax Adjustment Credit schedule (MV-1 schedule) WV, per the specifications, terms and conditions and bid requirements.

Note:

These letters are for the notification of personal property tax credits as required by new tax laws.

INVOICE TO

TAX DIVISION OF
PO BOX 11748

CHARLESTON WV
US

SHIP TO

TAX DIVISION OF
1001 LEE STREET EAST

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Printing of MV-1 Motor Vehicle Property Tax Adjust Credit	0.00000			

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description:

Printing of MV-1 Motor Vehicle Property Tax Adjust Credit

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., EST.	2025-09-11

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain **mandatory** provisions identified by the use of the words "**must**," "**will**," and "**shall**." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: September 11, 2025, at 11:00 am., EST.

Submit Questions to: David Pauline, Senior Buyer
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: david.h.pauline@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time: September 23, 2025, at 1:30 pm., EST.

Bid Opening Location:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. REGISTRATION: Prior to Contract award, the apparent successful Vendor **must** be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

13. UNIT PRICE: Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1- 5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that **shall** form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of 1 year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. 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.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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 www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Colby Sullivan - Strategic Account Manager

(Address) 37 Millrace Drive, Lynchburg VA, 24502

(Phone Number) / (Fax Number) 434-455-7746 (direct) / 434-455-7749 (fax)

(email address) Colby.Sullivan@bmsdirectinc.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

BMS Direct

(Company)

Colby JS
(Signature of Authorized Representative)
Colby Sullivan - Strategic Account Manager

(Printed Name and Title of Authorized Representative) (Date)

434-455-7746 (direct) / 434-455-7749 (fax)

(Phone Number) (Fax Number)
Colby.Sullivan@bmsdirectinc.com

(Email Address)

REQUEST FOR QUOTATION – CRFQ TAX26*01
**Printing and Distribution of MV-1 Motor Vehicle Property
Tax Adjustment Credit schedule**

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Tax Division to establish a contract for printing and distribution of MV-1 Motor Vehicle Property Tax Adjustment Credit schedule (MV-1 schedule).
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **MV-1 Motor Vehicle Property Tax Adjustment Credit schedule (Quantity: approximately 800,000).**
 - 3.1.1.1 The printing of MV-1 Motor Vehicle Property Tax Adjustment Credit schedule may be printed using any standard printing method the vendor sees fit. Printing shall be of first grade, producing clear, clean, sharp text.
 - 3.1.1.2 The MV-1 Motor Vehicle Property Tax Adjustment Credit schedule will consist of two (2) 8 ½” x 11” sheets of paper. Page 1 will be a cover letter with the MV-1 schedule on the reverse side, and page 2 will be the instructions with a blank reverse side.
 - 3.1.1.3 Proof of the MV-1 Motor Vehicle Property Tax Adjustment Credit schedule shall be mailed to the West Virginia Tax Division for approval. This proof should include all pages and the envelope. Proof must be approved, and an Agency Delivery Order must be completed prior to printing.
 - 3.1.2 **Printing of envelopes that the MV-1 Motor Vehicle Property Tax Adjustment Credit schedule will be inserted into (Quantity: approximately 800,000).**
 - 3.1.2.1 The Vendor shall provide the envelope. Any envelope that the vendor deems appropriate is acceptable, so long as it meets any specific requirements contained in this RFQ.

REQUEST FOR QUOTATION – CRFQ TAX26*01
**Printing and Distribution of MV-1 Motor Vehicle Property
Tax Adjustment Credit schedule**

3.1.2.2 Inside of the envelope must be tinted with a security tint to prevent viewing envelope contents through the envelope.

3.1.2.3 The outside of the envelope will be printed/sprayed with “IMPORTANT TAX INFORMATION”.

**3.1.3 Direct and Bulk mailing of printed MV-1 Motor Vehicle
Property Tax Adjustment Credit schedule**

3.1.3.1 Successful vendor will be provided with one or more PDF files containing the MV-1 Motor Vehicle Property Tax Adjustment Credit schedules.

3.1.3.2 The vendor will mail the letters. The vendor must have mailing services in a method that provides the West Virginia Tax Division with the lowest possible postage rate. MV-1 Motor Vehicle Property Tax Adjustment Credit schedules are to be released for mailing at a date to be specified by the West Virginia Tax Division between January 2, 2026, and January 16, 2026.

3.1.3.3 Successful vendor must arrange for the Post Office Bulk Mailing Permit payment and supply the agency with an invoice for the total postage cost for reimbursement.

3.1.3.4 Postage cost estimate must be included in the bid.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Vendors should complete the Pricing Page by completely filling out ***Exhibit “A” Pricing Page***, following the directions in the Exhibit. Vendors should complete the Pricing Page in full as failure to complete the Pricing Pages in its entirety may result in Vendor’s bid being disqualified.

Vendors who wish to respond to a Centralized request for Quotation (CRFQ) online may submit information through the State’s wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit “A” Pricing Pages that are attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their pricing information and include it as an attachment to their online response.

If Vendors are submitting their bid online, Vendors must submit Pricing Page as attachment. TOTAL BID AMOUNT is the amount Vendors are to enter into wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following [address: michelle.l.childers@wv.gov](mailto:michelle.l.childers@wv.gov)

REQUEST FOR QUOTATION – CRFQ TAX26*01
**Printing and Distribution of MV-1 Motor Vehicle Property
Tax Adjustment Credit schedule**

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall mail standard orders within 14 calendar days after letter files are received. Vendor shall mail emergency orders within 7 calendar days after letter files are received. Vendor shall mail all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in mailing that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval from the Purchasing Division.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to the Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

REQUEST FOR QUOTATION – CRFQ TAX26*01
**Printing and Distribution of MV-1 Motor Vehicle Property
Tax Adjustment Credit schedule**

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide a summary report to the Agency showing the supplies purchased, quantities of supplies purchased, and total dollar value of the supplies purchased. Vendor shall also provide the number of letters mailed, and the total cost of postage associated with mailing those letters. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Colby Sullivan - Strategic Account Manager
Telephone Number: 434-455-7746 (direct)
Fax Number: 434-455-7749
Email Address: Colby.Sullivan@bmsdirectinc.com

Exhibit "A" Pricing Page

Requirments	Estimated Amount	Price Per Unit	Total
Printing of MV-1 Motor Vehicle Property Tax Adjustment Credit Schedule	800,000	\$0.107	\$85,600
Printed Envelopes for the MV-1		\$0.045	\$36,000
Bulk Mailing of MV-1		\$0.014	\$11,200
Postage		\$0.672*	\$537,600*

* Based on Mixed AADC rate for presorted first class mail. BMS utilizes an on-site mail sorter to provide the best postage rate to our customers. Actual postage will be based on zip code saturation and sortation acheived from the data and will range from \$0.593 for 5-Digit sortation to \$0.672 for Mixed AADC sortation



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

State of West Virginia
Centralized Request for Quote
Printing

Proc Folder: 1770725

Doc Description: Printing and mailing of MV-1 Motor Vehicle Property letters.

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2025-09-08	2025-09-23 13:30	CRFQ 0702 TAX2600000001	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code: VS0000050062

Vendor Name : BMS Direct

Address : 37 Millrace Drive

Street :

City : Lynchburg

State : VA

Country : USA

Zip : 24502

Principal Contact : Colby Sullivan - Strategic Account Manager

Vendor Contact Phone: 434-455-7746 (direct)

Extension: 434-239-2684 (main)

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor BMS Direct

Signature X 

FEIN# 54-0950970

DATE 09/22/2025

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

ADDITIONAL INFORMATION

The WV Purchasing Division is soliciting bids on behalf of the WV State Tax Division for an opened contract to provide reliable Printing and distribution of MV-1 Motor Vehicle Property Tax Adjustment Credit schedule (MV-1 schedule) WV, per the specifications, terms and conditions and bid requirements.

Note:

These letters are for the notification of personal property tax credits as required by new tax laws.

INVOICE TO**SHIP TO**

TAX DIVISION OF
PO BOX 11748

TAX DIVISION OF
1001 LEE STREET EAST

CHARLESTON WV
US

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Printing of MV-1 Motor Vehicle Property Tax Adjust Credit	0.00000			

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description:

Printing of MV-1 Motor Vehicle Property Tax Adjust Credit

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., EST.	2025-09-11

	Document Phase	Document Description	Page
TAX2600000001	Final	Printing and mailing of MV-1 Motor Vehicle Property letters.	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Centralized Request for Quote
Printing

Proc Folder: 1770725			Reason for Modification: Addendum No. 1
Doc Description: Printing and mailing of MV-1 Motor Vehicle Property letters.			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-09-16	2025-09-23 13:30	CRFQ 0702 TAX2600000001	2

BID RECEIVING LOCATION
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

VENDOR		
Vendor Customer Code: VS0000050062		
Vendor Name : BMS Direct		
Address : 37 Millrace Drive		
Street :		
City : Lynchburg		
State : VA	Country : USA	Zip : 24502
Principal Contact : Colby Sullivan - Strategic Account Manager		
Vendor Contact Phone: 434-455-7746 (direct)		Extension: 434-239-2684 (main)

FOR INFORMATION CONTACT THE BUYER
David H Pauline 304-558-0067 david.h.pauline@wv.gov

Vendor BMS Direct	FEIN# 54-0950970	DATE 09/22/2025
Signature X 		

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

ADDITIONAL INFORMATION

Addendum No. 1

To provide responses to the vendor technical questions, see attached.
To provide sample of the letter as per Vendor's request, see attached.
Bid opening date and time remains September 23, 2025, at 1:30 pm., EST.

No other changes.

INVOICE TOTAX DIVISION OF
PO BOX 11748CHARLESTON WV
US**SHIP TO**TAX DIVISION OF
1001 LEE STREET EASTCHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Printing of MV-1 Motor Vehicle Property Tax Adjust Credit	0.00000			

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description:

Printing of MV-1 Motor Vehicle Property Tax Adjust Credit

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., EST.	2025-09-11

SOLICITATION NUMBER: CRFQ TAX2600000001

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("TAX2600000001") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time.
- ☐ Modify specifications of product or service being sought.
- ☒ Attachment of vendor questions and responses.
- ☐ Attachment of pre-bid sign-in sheet.
- ☐ Correction of error.
- ☒ Other.

Description of Modification to Solicitation:

To provide responses to the vendor technical questions, see attached.
To provide a sample of the letter as per the Vendor's request, see attached.
The opening date and time remain September 23, 2025, at 1:30 pm. EST.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

TAX26000000001 CRFQ

Addendum 1

Questions and Answers

**Postage: Will the State prepay the postage invoice prior to mailing?
We must have postage funds in-hand prior to mailing.**

The State will pre-pay the postage, provided a timely invoice is received and prompt mailing once the postage is paid for.

**The qty of 800k, will the files be sent to us during the January time frame only. Or will the files be spread-out over the course of the year?
I want to make sure I understand the cadence.**

This is one mailing, so the files will be sent during the January time frame only, with the possibility of small supplemental mailings soon thereafter.

Historically, has your current vendor used a single or double window outer envelope? I need to understand if the address blocks for the recipient and return can be formatted to fit certain locations.

We allow vendor discretion on which envelope to use and the address block can be formatted within a restricted area.

Does the State have a preference on weight of paper, 20# or 24#?

20# paper is sufficient.

Could you clarify your definition of "Bulk Mailing"? As a long-standing provider of government tax mailings, we want to ensure our understanding aligns with the State's intent. In practice, tax

communications are processed as First-Class Presorted Mail to guarantee forwarding and return services—benefits not provided under Marketing Mail (commonly referred to as “Bulk Rate”). Please confirm whether you are referring to First-Class presorted rates.

First-Class Presorted Mail

Section 3.1 states: “items listed below on an open-end and continuing basis.” Could you clarify whether this represents one annual order of approximately 800,000 records. Or if the volume will be divided into multiple mailings throughout the year?

One annual order of approximately 800,000 letters, with the possibility of smaller supplemental mailing shortly after the main mailing.

Will the PDFs be sent in a zip file? If so, how many files and at what intervals? Is the data sent in all one run?

Yes, they will be sent in a zip file. Vendor discretion on the number of files, but the files will be sent at once, with possible smaller supplemental files.

How many PDF files per order? Is there one file with many or is it a separate PDF for each record?

There will be one file with approximately 800,000 PDF letters, unless the vendor requires multiple zip files containing a certain number of PDFs per file.

Is the mail class First Class Presorted or Standard (Bulk Mail)?

First Class Presorted

Is the letter printed black only or in color? If in color, is it full color or spot color?

Spot Color

Is the envelope printed black only or in color?

Black only

What is the desired paper thickness?

20#

Can you provide a sample PDF of the letter?

Yes, a sample will be provided

Do both pages of the letter contain variable data?

No. Only one page contains variable data.

Is a hard copy proof required to be provided prior to mailing, or is a digital proof acceptable?

Digital proof is acceptable.

Will all of the print files be delivered on the same day?

For the initial batch, yes. There may be possible small supplemental batch(es) shortly thereafter.

What approximate date range will the print files be delivered?

Between January 2nd, 2026 and January 16th, 2026

Approximately how many .pdf files will be transmitted?

Vendor discretion. We will work with the vendor to determine how best to submit the files. Our plan would be to send one file with possible smaller supplemental files.

Will there be any variable data composition required or will the .pdf field be precomposed and print ready.pdfs?

They will be precomposed and print ready, assuming no formatting changes are needed, such as for address placement.

My question is if the PDF files received will include the mailing address needed on the credit schedule?

The PDF files will include the mailing address on the credit schedule.

I ask because if the PDF's of the credit schedules are to be generic, it sounds like we would then need to receive a separate data file containing the addresses to mail. Just want to ensure I am understanding the expectation correctly since processing PDF files versus data files would change our pricing slightly.

Each credit schedule is unique. In addition to the mailing address there is other variable data on the schedule. The PDF letter will come precomposed and print ready.

What is the reason for going out to RFP at this time?

The volume of this mailing

Will addendums be emailed to posted online for review?

Yes

Are there any service related issues with the current vendor?

Current vendor can't handle the volume of this mailing

Are you looking for something specific the current vendor did not provide?

No

Is it possible for you to provide PDF samples or scans of the envelope from the prior years mailing, front and back and in color if applicable?

Vendor discretion on the envelope

The RFQ states the project is "...to be released for mailing at a date to be specified by the West Virginia Tax Division between January 2, 2026 and January 16, 2026." – can you confirm that the mailing will be scheduled to go out no later than January 16th, 2026 and what is the last possible date the vendor can expect to receive data?

The main file will be sent to the vendor no later than January 16th, 2026 with mailing within 3-5 calendar days

What time of day is data typically sent to the vendor and is there a cut off time for processing and proofing?

Files(s) will be sent in the evening. Questions can be answered after hours, if necessary.

What software platform or CIS are you currently using and please confirm that the data output will be PDF format?

Files will be sent via SFTP and the data output will be in a PDF format. Will work with the vendor on whether the files need to be zipped or not.

What is the desired implementation time frame for this project or when would you like to Go Live (be ready to mail)?

Work with the vendor will begin as soon as the contract has been awarded.

Who is the current or most recent vendor providing this service and what was or is the cost per piece including paper, materials and mailing (not including postage)?

The current vendor is the WV State Print Shop. Current cost will not be provided.

With regards to annual renewals and mutual approval – are CPI review permitted in order to keep pace with inflation?

This is a 1 year contract with no renewals

Do you need any of the letter images archived online and if so for how long – 12, 24, or 36 months?

No. They will be archived in our system.

What is the estimated award date for this project?

As soon as possible after bid closing

Do you require or prefer a vendor with multiple production sites located in a regionally diverse manner throughout the US in the event of power outage, weather related event or other emergency that could impact this mailing schedule?

Not required

Do you require or prefer a vendor that can provide same-day disaster recovery at no additional cost to the State?

Not required



Tax Account Administration
P.O. Box 1572
Charleston, WV 25326



WEST VIRGINIA
TAX DIVISION

Matthew R. Irby, Tax Commissioner

TAXPAYER NAME
1234 MAIN STREET
CITY WV 12345-1234

Letter ID: L0102971392
Issued: 09/12/2025
Lead ID: 0000000000002
Period : 12/31/2025

Our records indicate that you have paid personal property taxes on one or more vehicles in West Virginia and may be eligible for the Motor Vehicle Property Tax Adjustment Credit. The enclosed MV-1 Credit Certificate states the amount that you are entitled to claim as a tax credit on your 2025 West Virginia income taxes. The amount of tax credit is listed on the MV-1 under Eligible Amount Paid on Time.

You may be eligible for the tax credit if:

1. You paid West Virginia personal property taxes on a Class A, B, G, H, T, V or X vehicle or an all-terrain vehicle, and
2. You paid your personal property taxes on your vehicle timely. That means the first half of the assessment was paid before October 1st and the second half was paid before April 1st.

The credit is only available for the actual tax paid. If an early payment discount is applied, the credit is limited to the amount actually paid after deduction of the discount. If you have paid personal property taxes on vehicles in multiple counties, you will receive a letter and MV-1 Credit Certificate from the Tax Division for each county.

Automobile dealerships and rental car companies are not eligible to claim the Motor Vehicle Property Tax Adjustment Credit. If you are an automobile dealership or a rental car company and have received this letter, please disregard.

Please review the instructions included with this letter on how to properly file and claim the Motor Vehicle Tax Adjustment Credit. You may visit www.tax.wv.gov for more information about how to file or submit your claim. For more information on how to file, eligibility, or submitting your claim, contact Taxpayer Services at (304) 558-3333, (800) 982-8297, or via email at TaxHelp@wv.gov.

MV-1 MOTOR VEHICLE PROPERTY TAX ADJUSTMENT

Rev. 08/2025



You must use the original form issued by the Tax Division to claim this credit. Substitute forms are not permitted.

TAXPAYER INFORMATION						
SOCIAL SECURITY NUMBER OR FEIN			*SPOUSE'S SOCIAL SECURITY NUMBER			
TAXPAYER NAME AND ADDRESS			MV-1 CREDIT CLAIM INFORMATION			
TAXPAYER NAME TAXPAYER LINE 2 1234 MAIN STREET CITY, WV 123456789 USA Letter ID: L0102971392			THIS INFORMATION IS REQUIRED TO CLAIM YOUR CREDIT. PLEASE INCLUDE THIS SCHEDULE WITH YOUR PAPER RETURN OR ENTER THE REQUIRED INFORMATION IN YOUR ELECTRONIC RETURN. THE CLAIM NUMBER MAY ONLY BE ENTERED ONCE.			
			CREDIT CLAIM NUMBER		A1234B	
			TAX PERIOD ENDING (MM/DD/YYYY)		12/31/2025	
			ELIGIBLE AMOUNT PAID ON TIME		14.00	
VEHICLE ELIGIBILITY						
THE FOLLOWING INFORMATION IS PROVIDED FOR EACH OF THE VEHICLES ON THE TICKET(S) LISTED ABOVE: THE VEHICLE MAKE, MODEL, CLASS, AND ELIGIBLE AMOUNT OF TAX PAID OR REASON NOT ELIGIBLE						
Vehicle	Class	2nd 2024	1st 2025	2nd 2025	Total Eligible	
2024 LOWB TRLR	T		PAID	PAID	\$3.07	
2012 FREI M106	B		PAID	PAID	\$1.79	
2012 FORD F-55	A		PAID	PAID	\$1.70	
2014 PETE 388	A		PAID	PAID	\$1.42	
2023 FLAT TRLR	A		PAID	PAID	\$1.09	
2022 4DR TRLR	T	NOT TIMELY	PAID	PAID	\$0.76	
2022 VAN TRLR	T	NOT TIMELY	PAID	PAID	\$0.76	
2009 INTE 4300	A		PAID	PAID	\$0.72	
2022 VAN TRLR	T	NOT TIMELY	PAID	PAID	\$0.61	
2022 VAN TRLR	C	NOT ELIGIBLE			\$0.00	
2011 FORD E350	A	NOT TIMELY			\$0.00	
2022 FLAT TRLR	T	NOT TIMELY			\$0.00	
2022 FLAT TRLR	T	NOT TIMELY			\$0.00	
2022 LOWB TRLR	T	NOT TIMELY			\$0.00	
2022 LOWB TRLR	T	NOT TIMELY			\$0.00	
2022 FLAT TRLR	T	NOT TIMELY			\$0.00	
2022 VAN TRLR	C	NOT ELIGIBLE			\$0.00	
29 Extra Item(s)					\$2.27	
2 Extra Ineligible Item(s)					\$0.00	

Are you required to file a federal return?

- ☐ Yes -To claim this credit, you MUST include this form with your completed West Virginia income tax return.
- ☐ No -If you are claiming the Homestead Excess Property Tax Credit, please submit the forms for ALL those credits together with an IT-140.
- If you are not required to file the IT-140 and are only claiming SCTC and/or MV-1, you must file this credit online at <https://mytaxes.wvtax.gov>.

Letter ID: L0102971392



B 5 4 0 3 2 5 0 1 A



You must follow the instructions listed below in order to claim this credit. Failure to follow the instructions and complete necessary documentation will result in denial of your credit claim.

Answer the question **“Are you required to file a federal return?”**

- **"Yes":** If you are required to file a federal tax return, you are required to file a WV Tax Return. You must submit the MV-1 with your WV Tax Return. If you are claiming any other credits, you must complete those additional credit schedules as well and submit them with your WV Tax Return. **Failure to submit a tax return and the necessary schedules and supporting documentation when required will result in denial of claims.**
- **Paper Filers:** Enter your social security number (SSN) on the MV-1 certificate where indicated. If filing a joint return, you must also enter your spouse's SSN. If filing as a business, use your EIN. You must submit the MV-1 certificate with your paper filing. If you are trying to claim any additional amounts you believe should be eligible, submit your paper receipts as well for consideration.
- **Electronic Filers:** You must include the credit claim number, noted in red on your MV-1 Certificate, with your electronic filing. If you are trying to claim any additional amounts you believe should be eligible, submit attachments of your paper receipts as well for consideration.
- **"No":** If you are not required to file a federal personal income tax return and are not claiming any other credits with your MV-1 credit other than the Senior Citizen Tax Credit (SCTC), you can file a claim for your refund by using the Tax Division's web portal at <https://mytaxes.wvtax.gov>. Select the online service “Claim The Motor Vehicle and/or Senior Citizen Property Tax Credit(s)” and follow the on-screen instructions.
- If you are not required to file an WV Tax Return but unable to submit through our online portal, you must follow the instructions under “Yes” and submit a completed WV Tax Return along with the MV-1 in order to claim your credit. **DO NOT SEND AN MV-1 CERTIFICATE OR SCTC IN WITHOUT A COMPLETED WV INCOME TAX RETURN. IT WILL BE DENIED.**
- If it is later determined that you are required to file a WV Tax Return, the return **MUST** be marked and completed as an amended return. Be sure to enter the amount of Motor Vehicle Tax Credit refund originally received.

“Vehicle Eligibility”

The Vehicle Eligibility section of your MV-1 Certificate provides some detailed information on the eligibility of the vehicles on your ticket(s). Based on the records available, each row should show:

- the type of vehicle,
- the class of the vehicle,
- if the ticket for that vehicle was paid on time or not, and
- total amount of the ticket attributable to that vehicle.

Some vehicles may be marked as “Ineligible” if:

- the class of the vehicle was not covered or unknown; or
- the ticket was associated with an ineligible business activity, such as a car dealership, taxi service, or rental car company.

For taxpayers with more vehicles than could be displayed on the letter or that need another copy of their letter, please visit our MyTaxes MV-1 letter portal.

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ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ TAX2600000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

BMS Direct

Company



Authorized Signature

09/22/2025

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

