



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

Solicitation

NUMBER

TAX14004

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CONNIE OSWALD
304-558-2157

*707094906 412-937-9656

TRIANGLE SYSTEMS INC
300 BILMAR DR STE 100

PITTSBURGH PA 15205

V
E
N
D
O
R

STATE TAX DIVISION
OPERATIONS DIVISION

1001 LEE STREET E, 3RD FLOOR
CHARLESTON, WV
25301-1725 304-558-0761

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P
T
O

10/29/13 10:40:10 AM
West Virginia Purchasing Division

DATE PRINTED

10/01/2013

BID OPENING DATE:

10/31/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	55,000	EA	966-50	WITHHOLDING TAX BOOKLETS INCLUDING RETURN & MAILING ENVELOPES.	\$0.97	\$53,350.00
0002	1,800	EA	966-50	MONTHLY MAILINGS WITH RETURN & MAILING ENVELOPES	\$0.72	\$1,296.00
0003	1	EA	966-50	COST OF BULK MAILING PERMIT & ANY ADDITIONAL FEES REQUIRED FOR MAILING ITEMS 1 & 2 EXCLUDING POSTAGE.		\$200.00

SIGNATURE

Maria R. Gramling

TELEPHONE

412-937-9656

DATE

10/28/2013

TITLE

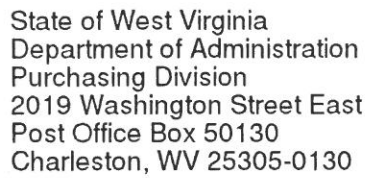
Sales Representative

FEIN

251286191

ADDRESS CHANGES TO BE NOTED ABOVE

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



NUMBER
TAX14004

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD
304-558-2157

TRIANGLE SYSTEMS INC
300 BILMAR DR STE 100

VENDOR

1001 LEE STREET E, 3RD FLOOR
CHARLESTON, WV
25301-1725 304-558-0761

SHIP TO

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ TAX14004 ***** TOTAL:						<u>54,846.⁰⁰</u>

SIGNATURE

TELEPHONE

DATE

TITLE	DATE	TIME	LOCATION	STATUS
1. [Illegible]	10/10/2023	14:30	Room 101	Completed
2. [Illegible]	10/11/2023	10:00	Room 102	In Progress
3. [Illegible]	10/12/2023	09:00	Room 103	Planned
4. [Illegible]	10/13/2023	15:00	Room 104	Completed
5. [Illegible]	10/14/2023	11:00	Room 105	In Progress
6. [Illegible]	10/15/2023	13:00	Room 106	Planned
7. [Illegible]	10/16/2023	10:30	Room 107	Completed
8. [Illegible]	10/17/2023	16:00	Room 108	In Progress
9. [Illegible]	10/18/2023	08:00	Room 109	Planned
10. [Illegible]	10/19/2023	12:00	Room 110	Completed

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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

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. **PREBID MEETING:** The item identified below shall apply to this Solicitation.



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



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



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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. 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.

All Vendors should arrive prior to the starting time for the pre-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.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. 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 in order 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.

Question Submission Deadline: October 16, 2013

Submit Questions to:

Connie Oswald

2019 Washington Street, East

Charleston, WV 25305

Fax: 304-558-3970

Email: Connie.S.Oswald@wv.gov

Dean Wingerd

304-558-0468

dean.c.wingerd@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. 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. The bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☐ Cost

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 time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: October 31, 2013 at 1:30 pm

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 Acknowledgment Form, 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.
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.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

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

 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

 - 2.8 **"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: This Contract becomes effective on
 Upon Award
 and extends for a period of One (1) year(s).

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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to Two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☐ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:**

or more.

☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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- ☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- ☐ **Other:** See attached.
4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
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 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.
6. **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.
7. **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 of 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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐
☐
☐
☐

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein 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 should 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.
11. **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.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
for

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.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. 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.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, 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.

16. 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.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) 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 submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. 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 § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall 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.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state

repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

52. 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

53. 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.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Tax Division to establish an open-end contract for 2014 Employer's Withholding Coupon Booklets.

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 III, Subsection 1 below.
 - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as TAX14004.

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 **MONTHLY BOOKLETS:**
 - 3.1.1.1 Approximately 55,000 – 18 pages including front and back covers plus 12 return mail envelopes.
 - 3.1.2 **MONTHLY UPDATE MAILINGS:**
 - 3.1.2.1 Approximately 1,800 – distributed monthly. Same as item 1 except excluding outdated coupons and reducing the number of return envelopes to equal the number of coupons in each booklet.

Note: The quantities provided for all items are estimates based on the number of filers on the Tax Account Administration Division's records at the time these specifications were prepared. The actual quantities are governed by the Division's

record of taxpayers filing withholding returns at the time the production addressing file is created.

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

The words "return" and "form" are used interchangeably throughout these specifications.

3.1.3 SIZE

3.1.3.1 Height 3 5/8"

Overall Width of Booklet 8 3/4"

Width of Detachable Returns 8 1/4"

Width of Loose Cut Forms 8 1/4"

3.1.4 BINDING

3.1.4.1 Booklets must be stapled with two (2) wire stitches and bound with black tape over the stitches at the left edge of the booklets.

3.1.4.2 Booklet is to be trimmed on three (3) sides plus binding edge.

3.1.4.3 All reporting forms must have vertical perforations 1/2" from the left edge of the booklet but be strong enough to prevent inadvertent separation.

3.1.5 PAPER STOCK

3.1.5.1 Front and back cover to be 32 lb. light blue ledger stock. All other pages except Forms IT-101W and IT-103 are 20 lb. white bond paper. For coupons (IT-101W and IT-103), paper is to be white 24 lb. OCR bond paper. Reflectance must be 70% magnesium oxide or greater in visible range CIE photopic response. The caliper thickness of the paper must be either .004 or .005. Foreign matter is not to exceed 10 ppm. Opacity cannot be less than 60%. Rag content must be less than 25%. Paper that is highly oil or grease resistant is unacceptable as is paper subject to

curl. Paper stock must be approved by the Tax Account Administration Division.

3.1.6 INK

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

3.1.7 PRE-PRINTING IMAGING

3.1.7.1 The period ending, due date, employer's identification number, name, and address will be pre-printed on each IT-101V coupon by the vendor; the Employer's Identification Number as listed with West Virginia will be pre-printed on the Employer's Withholding Change Order by the vendor; and, the employer's identification number, name and address will be pre-printed on the IT-103 by the vendor. All imaging is to be done in OCR A Font using black ink with no magnetic characteristics. Imaging spacing will be 10 characters per inch, 6 lines per inch.

3.1.8 COMPOSITION

3.1.8.1 The Tax Account Administration Division will furnish forms, samples and typewritten copy to vendor. Materials furnished are not necessarily the exact size print desired. Vendor is expected to assist in the composition and layout of forms and

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instructions. Should there be any differences in the specifications and the form, the form takes priority. While some material may not be exact, the current form is what is to be duplicated exactly/identically (The terms coupon and return are used interchangeably).

3.1.9 RETURN MAIL ENVELOPE

3.1.9.1 TD-22 return envelopes are to be furnished in each packet by the vendor. Twelve (12) envelopes are to be inserted with the mailing of the monthly booklet. Update mailing of coupon booklets must contain one (1) return envelope for each coupon (IT-101V) inserted in booklet. Return envelope with top flap must be 24 lb. White wove 8 7/8" X 3 7/8" in size. Top flap is to be gummed to at least 1/2" of each side of envelope. Return envelopes will have the West Virginia State Tax Department address and postal bar coding printed on face in black ink. Printing will be discussed and samples furnished to successful vendor. Final envelope construction will be subject to approval from the West Virginia State Tax Department.

3.1.10 MAILING ENVELOPE

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

"IMPORTANT TAX DOCUMENTS ENCLOSED"
are to be printed on the face of the outside mailing envelope in the area above the window.

3.1.11 INITIAL DISTRIBUTION OF BOOKLETS

3.1.11.1 Approximately 55,000 booklets are to be delivered to the post office for mailing on January 3, 2014. Monthly updates are to be mailed by the fifteenth day of the month following receipt of the updates. Postal receipts for coupon booklets showing date and quantity of booklets mailed must accompany all invoices.

3.1.12 BULK RATE PERMIT

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

3.1.13 UPDATE MAILINGS

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

3.1.14 SAMPLE TEST DOCUMENTS

3.1.14.1 The West Virginia State Tax Department will provide successful vendor with a test file identical in format to the expected production file not later than December 1, 2013. Successful vendor is to supply the West Virginia State Tax Department at least fifty (50) sample test documents imaged from the data on the test file. Test documents are to be identical in makeup to the final production output. The Department must approve these test documents prior to the initial mailing. The Department reserves to right to have a representative present at the successful vendor's facility for the initial printing.

3.1.14.2 Successful vendor must meet with Jason Smith or Sara Hughes of the Tax Account Administration Division to receive and discuss "final copy". They can be reached at 304-558-8345 or 304-558-8655. The address is 1001 Lee Street East, Charleston, WV 25301. **THE WEST VIRGINIA STATE TAX DEPARTMENT RESERVES THE RIGHT TO MAKE ANY CHANGES OR CORRECTIONS TO PROOFS BEFORE FINAL APPROVAL WITHOUT COST TO THE DEPARTMENT.**

3.1.15 PROOFS

3.1.15.1 Successful vendor is to provide three (3) sets of proofs. The West Virginia State Tax Department will return one (1) set of proofs, with approval or required corrections within five (5) working days of receipt.

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

3.1.15.3 Overruns will be accepted but not paid for.
UNDERRUNS ARE NOT ACCEPTABLE

3.1.15.4 Any correspondence and all invoices must include the West Virginia State Tax Department purchase order and form number. Invoices must be mailed to: West Virginia State Tax Department, Procurement, PO Box 2389, Charleston, WV 25328-2389.

3.1.16 USE OF COMPUTER GENERATED INFORMATION

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

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

3.1.17 PENALTY CLAUSE

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

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

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Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by completing the dollar amounts due on each Unit Price (per thousand) and Extended Price for each model. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Connie.S.Oswald@wv.gov

WV Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305
Attn: Connie Oswald
Fax: 304-558-3970

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms 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. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. 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 deliver standard orders within thirty (30) working days after orders are received. Vendor shall deliver emergency orders within three

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to five (3-5) working day(s) after orders are received. Vendor shall ship 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 delivery 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 of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

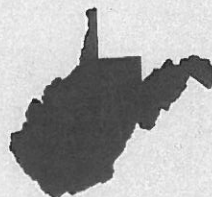
REQUEST FOR QUOTATION
[TAX14004] [Employer's Withholding Coupon Booklets]

7. MISCELLANEOUS:

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 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.
- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 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: Joel Gramling
Telephone Number: 412-937-9656
Fax Number: 412-937-9708
Email Address: joel@triangle-systems.net

2012

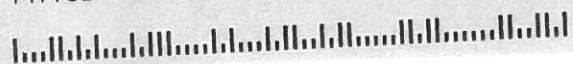


Monthly Withholding Payment Vouchers West Virginia State Tax Department

Tax Account Administration Division
P.O. Box 1667
Charleston, WV 25326-1667

0 12 tray-00

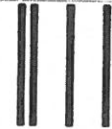
STERLING HOPS INC
1 E CRAFTON AVE
PITTSBURGH PA 15205-280



* EXAMPLE *

SAMPLE OF FINISHED PRODUCT
DATES, ETC. ARE NOT CORRECT IN
THIS BOOK.





**FIRST-CLASS MAIL
POSTAGE
REQUIRED**

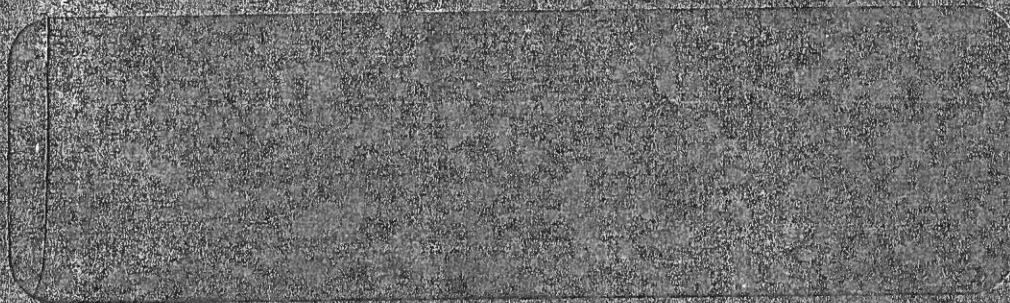


**TAX ACCOUNT ADMINISTRATION DIVISION
WITHHOLDING
WV STATE TAX DEPARTMENT
PO BOX 1667
CHARLESTON WV 25326-1667**

WEST VIRGINIA STATE TAX DEPARTMENT
TAX ACCOUNT ADMINISTRATION DIVISION
P.O. BOX 1667
CHARLESTON, WEST VIRGINIA 25326-1667

FIRST CLASS
U.S. POSTAGE
PAID
WEST VIRGINIA
STATE TAX
DEPARTMENT

IMPORTANT TAX DOCUMENTS ENCLOSED



2014



Monthly Withholding Payment Vouchers

West Virginia State Tax Department

Tax Account Administration Division
P.O. Box 1667
Charleston, WV 25326-1667



COUPON BOOKLET WILL BE SCALED
DOWN A BIT FOR FINAL PRODUCT.

2014



Monthly Withholding Payment Vouchers

West Virginia State Tax Department

Tax Account Administration Division
P.O. Box 1667
Charleston, WV 25326-1667



2014



Monthly Withholding Payment Vouchers

West Virginia State Tax Department

Tax Account Administration Division
P.O. Box 1667
Charleston, WV 25326-1667





Taxpayer Service Locations

Beckley 407 Neville Street Suite 109 (304) 256-6764	Clarksburg 230 West Pike Street Suite 201 (304) 627-2109	Martinsburg 397 Mid-Atlantic Pkwy. Suite 2 (304) 267-0022	Wheeling 40 14 th Street (304) 238-1152
Charleston 1206 Quarrier Street (304)558-3333	Huntington 2699 Park Avenue Suite 230 (304-528-5568	Parkersburg 400 5th Street (304) 420-4570	General Assistance 1-800-982-8297

To order forms: 1-800-422-2075 (toll-free within West Virginia)

Visit our website: www.wvtax.gov



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Beckley 407 Neville Street Suite 109 (304) 256-6764	Clarksburg 230 West Pike Street Suite 201 (304) 627-2109	Martinsburg 397 Mid-Atlantic Pkwy. Suite 2 (304) 267-0022	Wheeling 40 14 th Street (304) 238-1152
Charleston 1206 Quarrier Street (304)558-3333	Huntington 2699 Park Avenue Suite 230 (304-528-5568	Parkersburg 400 5th Street (304) 420-4570	General Assistance 1-800-982-8297

To order forms: 1-800-422-2075 (toll-free within West Virginia)

Visit our website: www.wvtax.gov

Reminders**Electronic Filing Requirement**

Any person required to file a return for any tax administered under Chapter 11, Article 10 of the West Virginia Code who had a tax liability of \$100,000.00 or more during the immediate preceding taxable year is required to file returns and pay electronically. Annual notification will be made to those employers affected by the mandatory electronic filing/payment requirement.

Employers of fifty or more employees must file electronically. Quarterly returns must be filed using mytaxes.wv.gov. Visit our website at www.wvtax.gov for guidelines for filing Annual Reconciliations, W-2's, 1099's, etc. Employers who are required to file electronically but fail to do so are subject to a penalty of \$25.00 per employee unless the failure is due to a technical inability to comply. We encourage the use of mytaxes.wvtax.gov to make the monthly payments as opposed to sending vouchers and payments through the mail. You will receive returns separate from the booklet.

Employer's Change Order

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

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

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

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

Employer's Payment of Tax Due and Return Filing

All employers are monthly payers and quarterly filers. New forms are the monthly payment voucher, Form IT-101V due the 15th day of each month and the quarterly return, Form IT-101Q due the last day of the month following the end of the quarter.

This booklet contains Forms IT-101V to be submitted with each monthly payment. Quarterly Returns will be mailed separately. Employers who file a quarterly return for fifty (50) or more employees must file electronically at mytaxes.wvtax.gov. Employers who are required to file electronically but fail to do so are subject to a penalty of \$25 per employee.

EXCEPTIONS: Employers who withhold less than \$600 annually or employ certain domestic and household employees will file the annual return, Form IT-101A. Payment of withheld tax must be accompanied by a payment voucher, Form IT-101V. The due date for the annual return remains January 31 of the succeeding year.

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

End of Year Reconciliation and Withholding Tax Statements (W-2's)

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

Visit www.wvtax.gov/withholdingTaxForms.html and choose IT-105, Specifications for filing W-2 forms electronically. Employers who are filing for fifty or more employers are required to file pursuant to these specifications.

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EMPLOYER'S WITHHOLDING CHANGE ORDER

Employer's Identification Number
as listed with West Virginia –

INDICATED CHANGES ONLY

FEIN (WV State ID# if different)
attach explanation

Filing Status ☐ Annual to Quarterly

Business Name

Employer's Name (if different)

Address

City

State

Zip Code

If you are no longer liable for West Virginia withholding tax, check explanation below:

☐ Business Sold Date Effective _____

☐ Business permanently discontinued Date effective _____

☐ Ceased paying wages Date effective _____

☐ Other – Specify: _____

Date

Signature

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Mail To:

WV State Tax Department
Tax Account Administration Division
PO Box 1667
Charleston, WV 25326-1667

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IT-101V

REV 07/11

Employer's West Virginia Income Tax Withheld
WV State Tax Department
PO Box 1667
Charleston, WV 25326

38

PERIOD ENDING MM DD YYYY	DUE DATE MM DD YYYY	NO. OF EMPLOYEES AT END OF PERIOD	PAYMENT VOUCHER
EMPLOYER'S IDENTIFICATION NUMBER, NAME AND ADDRESS			TOTAL REMITTANCE  B 4 2 2 0 0 9 0 1 A

IT-101V

REV 07/11

Employer's West Virginia Income Tax Withheld
WV State Tax Department
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EMPLOYER'S RECORD OF PAYMENT – FORM IT-101V

MONTH	AMOUNT WITHHELD	ADJ FOR PRIOR PERIOD	AMOUNT DUE
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
TOTALS			

RECORD FOR RECONCILIATION – FORM IT-103

Number of Withholding Tax Statements Transmitted	
Total West Virginia Income Tax Shown as Withheld By All Statements Transmitted	\$

EMPLOYER'S RECORD OF PAYMENT – FORM IT-101V

MONTH	AMOUNT WITHHELD	ADJ FOR PRIOR PERIOD	AMOUNT DUE
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
TOTALS			

RECORD FOR RECONCILIATION – FORM IT-103

Number of Withholding Tax Statements Transmitted	
Total West Virginia Income Tax Shown as Withheld By All Statements Transmitted	\$

EMPLOYER'S RECORD OF PAYMENT – FORM IT-101V

MONTH	AMOUNT WITHHELD	ADJ FOR PRIOR PERIOD	AMOUNT DUE
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
TOTALS			

RECORD FOR RECONCILIATION – FORM IT-103

Number of Withholding Tax Statements Transmitted	
Total West Virginia Income Tax Shown as Withheld By All Statements Transmitted	\$

IT-103REV 09/12
TO BE FILED ON OR BEFORE
FEBRUARY 28**ANNUAL RECONCILIATION**WV State Tax Department
PO Box 3943
Charleston, WV 25339-3943

CALENDAR YEAR

WEST VIRGINIA INCOME TAX REPORTED AS WITHHELD DURING THE YEAR					
FIRST QUARTER	.00	THIRD QUARTER	.00	TOTAL FOR THE YEAR	
SECOND QUARTER	.00	FOURTH QUARTER	.00		
				.00 (A)	
EMPLOYER'S IDENTIFICATION NUMBER, NAME AND ADDRESS				Number of Withholding tax statements (W-2's/1099's) Transmitted	
				Total WV Tax Shown as withheld by all statements transmitted	.00 (B)
SIGNATURE _____ DATE _____				DO NOT SEND PAYMENT WITH THIS FORM BLOCK (A) AND (B) DIFFERENCE: ATTACH EXPLANATION. IF UNDERPAYMENT, REMIT SEPARATELY. IF OVERPAYMENT SUBMIT AN AMENDED (IT-101Q) RETURN FOR PERIOD(S) INVOLVED AND CHECK APPROPRIATE BOX TO REQUEST REFUND.	

IT-103REV 09/12
TO BE FILED ON OR BEFORE
FEBRUARY 28**ANNUAL RECONCILIATION**WV State Tax Department
PO Box 3943
Charleston, WV 25339-3943

CALENDAR YEAR

WEST VIRGINIA INCOME TAX REPORTED AS WITHHELD DURING THE YEAR					
FIRST QUARTER	.00	THIRD QUARTER	.00	TOTAL FOR THE YEAR	
SECOND QUARTER	.00	FOURTH QUARTER	.00		
				.00 (A)	
EMPLOYER'S IDENTIFICATION NUMBER, NAME AND ADDRESS				Number of Withholding tax statements (W-2's/1099's) Transmitted	
				Total WV Tax Shown as withheld by all statements transmitted	.00 (B)
SIGNATURE _____ DATE _____				DO NOT SEND PAYMENT WITH THIS FORM BLOCK (A) AND (B) DIFFERENCE: ATTACH EXPLANATION. IF UNDERPAYMENT, REMIT SEPARATELY. IF OVERPAYMENT SUBMIT AN AMENDED (IT-101Q) RETURN FOR PERIOD(S) INVOLVED AND CHECK APPROPRIATE BOX TO REQUEST REFUND.	

IT-103REV 09/12
TO BE FILED ON OR BEFORE
FEBRUARY 28**ANNUAL RECONCILIATION**WV State Tax Department
PO Box 3943
Charleston, WV 25339-3943

CALENDAR YEAR

WEST VIRGINIA INCOME TAX REPORTED AS WITHHELD DURING THE YEAR					
FIRST QUARTER	.00	THIRD QUARTER	.00	TOTAL FOR THE YEAR	
SECOND QUARTER	.00	FOURTH QUARTER	.00		
				.00 (A)	
EMPLOYER'S IDENTIFICATION NUMBER, NAME AND ADDRESS				Number of Withholding tax statements (W-2's/1099's) Transmitted	
				Total WV Tax Shown as withheld by all statements transmitted	.00 (B)
SIGNATURE _____ DATE _____				DO NOT SEND PAYMENT WITH THIS FORM BLOCK (A) AND (B) DIFFERENCE: ATTACH EXPLANATION. IF UNDERPAYMENT, REMIT SEPARATELY. IF OVERPAYMENT SUBMIT AN AMENDED (IT-101Q) RETURN FOR PERIOD(S) INVOLVED AND CHECK APPROPRIATE BOX TO REQUEST REFUND.	

**TAX14004
COST SHEET**

Qty	Description	Unit Price	Extended Price
55,000	Monthly booklets Annual Distribution Including return & mailing envelopes	\$.97	\$53,350. ⁰⁰
1,800	Monthly mailings with return & mailing envelopes	\$.72	\$1,296. ⁰⁰
1 Lot	Cost of Bulk Mailing Permit & any additional fees required for mailing items 1 & 2 excluding postage	\$200. ⁰⁰	\$200. ⁰⁰
		Total	54,846. ⁰⁰
* Quantities are used only for evaluation purposes to compare bids			
***** Please sign and complete <u>ALL</u> of the information below. *****			
Vendor's Name <u>Triangle Systems</u>			
Vendor's Address <u>360 Bilmar Drive, Suite 100, Pittsburgh, PA 15205</u>			
Authorized signature for Vendor <u>Maria R. Gramling</u>			
Authorized printed name for Vendor <u>Maria R. Gramling</u>			
Vendor's Phone/Fax # <u>412-937-9456</u> fax: <u>412-937-9708</u>			
Vendor's Email address: <u>maria@triangle-systems.net</u>			
***** Lowest cost vendor meeting specifications will be awarded the contract. *****			



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

Solicitation

NUMBER

TAX14004

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CONNIE OSWALD
304-558-2157

*707094906 412-937-9656

TRIANGLE SYSTEMS INC
300 BILMAR DR STE 100

PITTSBURGH PA 15205

V
E
N
D
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R

STATE TAX DIVISION
OPERATIONS DIVISION

1001 LEE STREET E, 3RD FLOOR
CHARLESTON, WV
25301-1725 304-558-0761

S
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T
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DATE PRINTED

10/02/2013

BID OPENING DATE:

10/31/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. TO CHANGE THE CONTACT INFORMATION FOR THIS SOLICITATION: FROM: CONNIE OSWALD TO: DEAN WINGERD BUYERS CONTACT INFORMATION IS: DEAN WINGERD, BUYER 304-558-0468 DEAN.C.WINGERD@WV.GOV PLEASE ADDRESS ALL QUESTIONS AND COMMUNICATIONS REGARDING THIS SOLICITATION TO MR. WINGERD.						
2. TO PROVIDE ADDENDUM ACKNOWLEDGEMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.						
*****END OF ADDENDUM NO. 1*****						

SIGNATURE

Maria R. Hummel
TITLE Sales Representative FEIN 251286191

TELEPHONE

412-937-9656

DATE

10/28/2013

ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: TAX14004

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") 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:

1. To provide new Buyer information.
2. To provide Addendum Acknowledgement.

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: TAX14004

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)

- | | |
|--|--|
| ☒ Addendum No. 1 | ☐ Addendum No. 6 |
| ☐ Addendum No. 2 | ☐ Addendum No. 7 |
| ☐ Addendum No. 3 | ☐ Addendum No. 8 |
| ☐ Addendum No. 4 | ☐ Addendum No. 9 |
| ☐ Addendum No. 5 | ☐ 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 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.

Triangle Systems
Company
Maria R. Graveling
Authorized Signature
10/9/2013
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 ____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 ____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

- ____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- ____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____

Signed: _____

Date: _____

Title: _____

RFQ No. TAX14004STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Triangle SystemsAuthorized Signature: Maria R. Gramling Date: 10/9/2013State of PENNSYLVANIACounty of ALLEGHENY, to-wit:Taken, subscribed, and sworn to before me this 9th day of October, 2013.My Commission expires 9-21-2015, 20 .**AFFIX SEAL HERE**

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Lisa A. Home, Notary Public
Robinson Twp., Allegheny County
My Commission Expires Sept. 21, 2015

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Lisa A. Home

Purchasing Affidavit (Revised 07/01/2012)

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Triangle Systems
(Company)

Maria R. Gramling
(Authorized Signature)

Maria R. Gramling, Sales Representative
(Representative Name, Title)

412-937-9656 412-937-9708
(Phone Number) (Fax Number)

10/9/2013
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: TAX14004

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Triangle Systems
 Company
Maria G. Gramling
 Authorized Signature
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