



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

# Request for Quotation

RFQ NUMBER  
**TAX06013**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF TAX AND REVENUE  
 REVENUE CENTER  
 1001 LEE STREET, EAST  
 CHARLESTON, WV  
 25301-1725 304-558-8500

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/02/2006				

BID OPENING DATE: **05/18/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		255-56		
<p><b>TAX STAMPS</b></p> <p style="text-align: center;"><b>REQUEST FOR QUOTATION</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION ON BEHALF OF THE AGENCY, THE WEST VIRGINIA STATE TAX DEPARTMENT, IS SOLICITING BIDS TO FURNISH THE AGENCY WITH PRESSURE SENSITIVE DECALCOMANIA SOFT DRINK TAX STAMPS PER THE ATTACHED SPECIFICATIONS.</p> <p>THE QUANTITIES LISTED IN THIS RFQ ARE ESTIMATED AND ACTUAL QUANTITIES WILL BE SUPPLIED TO THE AWARDED VENDOR.</p> <p>SPECIFICATIONS AND SAMPLES PER THE ATTACHED.</p> <p>VENDOR SHOULD PROVIDE WITH THEIR BID A SAMPLE OF THE PRODUCT. FAXED SAMPLES ARE NOT ACCEPTABLE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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**GENERAL TERMS & CONDITIONS  
(REQUEST FOR QUOTATION) RFQ AND (REQUEST FOR PROPOSAL) RFP**

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
  4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$45 fee.
  5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
  6. Payment may only be made after the delivery and acceptance of goods or services.
  7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  9. The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
  10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
  12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
  14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.
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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**ORIGINAL SIGNED BID TO:**

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

**DUPLICATE BID TO:**

State Auditor's Office  
Bid Observer  
Building 1 Room W114  
1900 Kanawha Boulevard, East  
Charleston, WV 25305-0230



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<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>						

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<p>FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION:            THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RA MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT</p>						

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<p>ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS:            IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR. PRICE ADJUSTMENTS WILL BE CONSIDERED AT THE TIME OF RENEWAL ONLY.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p>						

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<p>CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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;</p> <p>OR</p> <p>( ) 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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</p>						

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<p>PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p>						

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<p>* CHECK ANY COMBINATION OF PREFERENCE IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>CONSIDERATION(S)</p>						
<p><b>NOTICE</b></p> <p><b>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</b></p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p><b>AN EXACT DUPLICATE MUST BE SUBMITTED TO:</b></p> <p>STATE AUDITOR'S OFFICE          BID OBSERVER          BUILDING 1, ROOM W114          1900 KANAWHA BOULEVARD, EAST          CHARLESTON, WV 25305-0230</p> <p><b>BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p>						
<b>BUYER:</b>				<b>21</b>		

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				BID OPENING DATE:		05/18/2006
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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----						
***** THIS IS THE END OF RFQ TAX06013 ***** TOTAL:						_____

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4/24/06

**WEST VIRGINIA TAX DEPARTMENT  
INTERNAL AUDITING DIVISION**

**SPECIFICATIONS FOR  
MANUFACTURE OF SOFT DRINK TAX STAMPS  
OPEN END CONTRACT**

The Department of Finance and Administration will receive bids for furnishing pressure-sensitive decalcomania stamps.

**QUANTITY AND PRICE:** Quantity and denomination will be indicated on the requisition. Bidders must submit net price per thousand stamps, manufactured and packed according to specifications.

This is an open-ended contract. The quantities in the RFQ are estimated and the actual quantities will be supplied to the awarded vendor. This contract will be awarded for one year with the option to renew two one-year renewals. Price increases may be considered at the time of renewal but must be demonstrated as "pass through" costs only.

**BONDS:** A certified check or bank draft in the amount of five percent (5%) of the total amount of the bid, payable to the West Virginia State Tax Department, shall be submitted with each bid. Additionally, in accordance with the West Virginia 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 West Virginia Tax Department's right to pursue any other additional remedy to which the State of West Virginia or the West Virginia Tax Department may have legal cause for action including further damages and penalties against the successful bidder.

**CANCELLATION:** The Director of Purchasing reserves the right to cancel any bid immediately upon written notice to the vendor if the materials or workmanship supplied are of an inferior quality or do not conform with the specifications of the bid and contract herein.

**Description of Stamps**

**SIZE:** Stamps shall be one-half inch by three-fourths inch (1/2"x 3/4") in size.

**DESIGN:** The design shall be in accordance with the suggestions made by the Director of the Internal Auditing Division, but shall be furnished by the successful bidder. This design remains the exclusive property of the West Virginia Tax

Department. The face of the stamp shall contain a secret mark known only to the manufacturer and to the Director of the Internal Auditing Division or his authorized agent. The successful bidder shall supply proof showing design, color and size of the stamp before manufacture of said stamp is commenced.

**NUMBERING:** Each sheet of stamps is to bear a serial number on the face of the sheet or binding stub of each sheet.

**COLOR:** Stamps shall be manufactured in a color to be selected by the Internal Auditing Division. No substitution will be allowed except by expressed written permission of the Director of the Internal Auditing Division.

**PAPER STOCK:** The stamps shall be made on unique, mill controlled, colored paper. The paper shall be special treated 60-pound tamper-proof litho stock with permanent freezer grade adhesive. The paper stock shall contain safety protective features, which will safeguard against counterfeiting. Samples thereof shall accompany each bid together with a full explanation of the safety features of such paper.

The stamps must be printed with special ink, which shall become brightly fluorescent when exposed to the rays of an ultra-violet light. The stamps shall have an additional security feature accomplished by a chemical indicator known only to the manufacturer and authorized personnel of the Internal Auditing Division.

The name and address of the manufacturer of the paper stock proposed to be used should be submitted by each bidder with the bid.

All spoiled paper stock and scraps shall be destroyed and destruction notice shall be filed with the Director of the Internal Auditing Division within ten business days.

**MATERIALS:** All colors, ink and other ingredients used in the manufacture of the stamps shall be of the highest and best grade of materials. The manufacturer agrees to use appropriate chemicals in the inks or fibers within the paper to aid the Internal Auditing Division in detecting counterfeit stamps.

**WORKMANSHIP:** All stamps furnished under these specifications must be pressure sensitive decalcomania stamps of an approved quality. Other lithographed layer-built or composite film transfer steel engraved stamps will be considered. The stamps shall be manufactured of a toughness and thickness sufficient to enable them to be quickly and easily transferred to the package or container. They must be guaranteed neither to break up or disintegrate before or during the normal process of transfer to the package or container, nor be easily removed from cellophane, paper or foil.

**SUBCONTRACTING:** For security reasons sub-contracting is not permitted.

**PACKING**

**STITCHING:** Stamps are to be manufactured one hundred (100) stamps to each sheet and are to be wire stitched in pads of 10 sheets per pad.

**BOXING:** Stamps are to be packed ten (10) pads to a paper box each box size to be 6" x 10", each box to be properly sealed and plainly labeled on the end giving the number, kind and denomination of the stamps it contains together with the serial number of sheets of stamps. Ten of these boxes are to be wrapped in waterproof paper and placed in a strong cardboard carton, the carton to be securely sealed and labeled showing the first and last serial numbers of the contents.

**INSTRUCTIONS:** The successful bidder shall furnish illustrated instruction sheets showing and describing in detail the method of applying decalcomania stamps, the number of instruction sheets to be not less than one to each box of ten thousand (10,000) stamps.

**PRODUCTION CONTROL:** Each bidder must outline in detail in their bid their system of internal controls and security in the process of manufacture to protect the state against theft and unlawful production of pressure sensitive soft drink stamps. These controls must include but not be limited to:

The entire manufacturing process including stamp design, mechanical art, cylinder etching, coating of the base paper stock, printing, numbering, finishing, packing and shipping will be performed in your plant.

All paper for the manufacture of stamps for the West Virginia State Tax Department including damaged stamps, spoiled paper, etc. must be strictly accounted for so the State at all times will have access to a complete production audit.

All printing, finishing, numbering, stamp inventories, artwork, and cylinders, etc. are to be in a separate area of the plant which is locked and restricted to employees involved with the manufacture of tax stamps. A criminal background check should be done for all employees in the restricted tax stamp area. A card or key reader system should be used for this area. Also this area must have a security, surveillance and alarm system, preferably state of the art, with closed circuit TV monitors, motion or infrared detectors, etc. and protected from fire a Underwriters' approved sprinkler or other approved fire retardant system.

Should maintain multiple presses and finishing equipment as a precaution against mechanical failure of single unit resulting in the delay in shipment of tax stamps to the West Virginia State Tax Department.

All departments of the plant involved with the manufacture of tax stamps for the State must be open at all times to any accredited officials of the West Virginia State Tax Department for inspection and audit.

Must agree and acknowledge in the bid that stamps manufactured for the West Virginia State Tax Department will not be used as samples or demonstration and inspection in other states without express written consent of the West Virginia State Tax Department.

**INSPECTION:** The successful bidder must maintain a rigid inspection for the elimination of imperfect sheets of stamps and for other violations of these specifications.

The Director of the Internal Auditing Division reserves the right to reject any stamps which upon receipt and inspection do not conform with the specifications or which are not readily transferable to cellophane or not sufficiently adhesive or satisfactory in any other respect.

The manufacturer is to pay the return transportation on the rejected stamps and to replace all such stamps at no expense to the West Virginia Tax Department.

The successful bidder shall give the Director of the Internal Auditing Division or his authorized representative free access to the plant at all times during the period of manufacture and/or storage and shall afford to such representative every facility for inspection of the work in process.

The successful bidder shall agree to bear the cost of all necessary travel expenses incurred by the Director or his agent whenever it is deemed advisable by the Director of the Internal Auditing Division that an inspection be made of the plant, when stamps are to be destroyed or when the presence of an agent is required as provided herein.

**UNDER-RUNS:** Under-runs are not permitted. All partial sheets or stamps and/or any damaged or imperfect stamps must be destroyed. Over-runs will be accepted but not paid for.

The manufacturer is to destroy damaged or imperfect stamps and to evidence such destruction by filing an affidavit with the Director of the Internal Auditing Division within ten business days.

**DISPOSAL OF STONES AND PLATES:** It is specifically agreed and understood that the original drawings and engravings shall be and remain the property of the West Virginia Tax Department, Internal Auditing Division, and shall be held by the manufacturer for destruction upon completion of the contract and authority from the Director of the Internal Auditing Division.

It is further agreed by and between the parties hereto that, upon the completion of the manufacture of the stamps herein agreed to be manufactured, sold and delivered, the manufacturer shall erase or grind off the transfer on the printing stone, layout sheets, impression stones or plates, and if the Director of the Internal Auditing Division has provided an accredited representative at the plant of the manufacturer, such erasing or grinding shall be done in the presence of such accredited representative.

**SHIPMENT:** Shipments are to be made by the manufacturer or common carrier at the manufacturer's expense, each shipment to be insured at the replacement value.

**PAYMENT:** Each shipment shall be invoiced separately. Payment of invoices will be made according to customary State procedures.

### **Conditions of Award**

**QUALIFICATIONS OF BIDDER:** The successful bidder of tax stamps must satisfy the Director of the Internal Auditing Division before the contract is awarded that he is qualified and is in a position to manufacture the stamps in complete conformity with the above specifications and that he will perform all operations in the manufacture of the same with the utmost care, safety and security to the State. The bidder must have at least five years experience in manufacturing soft drink stamps and must have manufactured stamps for more than one other state. The bidder must state that all phases of the manufacture of the stamps to be furnished to the Internal Auditing Division will be performed in the bidder's own establishment, including the serial numbering.

**RESERVATIONS:** The Director of Purchasing reserves the right to waive minor technicalities and to reject any and all bids.

**DELIVERY:** Delivery of the initial order must be made no later than July 10, 2006 with transportation charges prepaid, F.O.B. Destination and insured for replacement value. The entire order is to be shipped direct to the Tax Department vault, located in the basement of 1001 Lee Street, Charleston, West

Virginia 25301. Stamps must be delivered to the vault, highest serial number first to the lowest serial number last. Stamps will not be accepted if common carrier cannot deliver to our vault in the basement.

Also, shipment is to arrive at the Revenue Center before 10:00 A.M. to allow ample time for inside delivery completion prior to 3:00 P.M.

Successful bidder is to contact Harold Powell, of the Internal Auditing Division at 304-558-8608 before printing.

Must provide proof within ten business days after award of contract and before printing.

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**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:**  
**STATE OF WEST VIRGINIA**

**VENDOR**

Spending Unit: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# A F F I D A V I T

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

**EXCEPTION:**

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

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_