



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
TAX12002

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

STATE TAX DIVISION
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/19/2011				

BID OPENING DATE: 10/05/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		966-50		
<p>OPEN END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA STATE TAX DIVISION, IS SOLICITING BIDS FOR IT-140 2011 WEST VIRGINIA INDIVIDUAL INCOME TAX BOOKLETS PER THE ATTACHED SPECIFICATIONS.</p> <p>IT-140 WV INDIVIDUAL INCOME TAX BOOKLETS FOR 2011</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

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BID OPENING DATE: 10/05/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	SEALED BID					
	BUYER:			SHELLY MURRAY		
	RFQ. NO.:			TAX12002		
	BID OPENING DATE:			10/05/2011		
	BID OPENING TIME:			1:30 PM		
	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 TAX12002 ***** TOTAL: _____					

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**Request for Quotation
TAX12002**

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

SCOPE OF WORK

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

- Item 1. IT-140 2011 West Virginia Individual Income Tax Booklet...225,000 each
 - a. Additional cost to add four pages of newsprint.
 - b. Additional cost to add four pages of offset paper.
- Item 2. Cost for envelope as specified.
- Item 3. Cost of Author's Alterations
- Item 4. Cost for postal permits.
- Item 5. Cost of freight or shipping charges to complete bulk and direct mailings.
- Item 6. Successful vendor **MUST** provide alternate pricing per thousand for exact rerun of item 1 with a minimum reorder quantity of 10,000.

NOTE: Samples of prior year booklets are provided for informational purposes only.

NOTE: Please see the listing of specifications provided in your **RELEASE ORDER** for exact details. That will be your "official copy" to use for printing once the contract is awarded to a vendor. An Official "Release Order" will be done each time a print job is needed.

Specifications for West Virginia State Tax Division
2011 - Individual Income Tax Booklet

Contractor Capabilities

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

The contractor must have completed equal quality income tax returns for three states and/or the Internal Revenue Service within the past five (5) years. Evidence (i.e. prior year booklets) of this should be submitted with the vendor's bid response. The agency reserves the right to request this information. Vendor(s) must provide this information within five (5) working days of request. Failure to respond in this timeframe may result in the disqualification of the vendor's bid.

The State Tax Division reserves the right to inspect bidders' facilities prior to award of contract.

Detailed Printing Specifications

DESCRIPTION OF PROPOSED CONTENTS:

The sample packets enclosed with these specifications are intended to convey the amount of text that the Department anticipates at this time, and to illustrate technical aspects of this order - folding, perforating and binding. The samples are also intended to demonstrate the overall quality of printing and construction that is expected. The packets are constructed with informational pages (newsprint paper) located in the center of the book surrounded by the forms pages (offset paper). The cover (offset paper) will surround the outside of the contents. This cover will have a quarter inch bleed.

The final product will have a total of 52 pages or 13 saddle-stitched signatures (including the cover). Twenty-eight of those pages (7 saddle-stitched signatures) will be printed on offset paper. The remaining 24 pages (6 saddle-stitched signatures) will be printed on newsprint. The cover as well as the forms will be two-color (black and PMS 1585 orange).

QUANTITIES:

225,000 of Item 1: IT-140 2011 Resident/Nonresident/Part-Year Resident Tax Booklet and Item 2: envelope as specified.

INK:

The colors of black and PMS 1585 orange will be used. PMS 1585 orange will be used on the cover as well as dropout ink on the forms. Exact colors will be discussed with the vendor that is awarded the contract.

OVERRUNS AND UNDERRUNS:

Overruns are acceptable but will NOT be paid for. **UNDERRUNS ARE NOT ACCEPTABLE!**

SIZE:

The finish size of the printed booklet is $8\frac{1}{2} +/ -0'' \times 10\frac{15}{16} +/ - 1/16''$. Detached size of all printed and flat forms will measure $8\frac{1}{2}'' +/ -0'' \times 10\frac{15}{16} +/ - 1/16''$. Exact margins will be furnished with copy. Margins must be maintained with a tolerance of $+/ - 1/16''$. Printed text area on forms will not be larger than $7\frac{1}{2}'' \times 10''$ and must not be reduced. All pages must be cut and trimmed accurately to maintain page and margin sizes. All margins along the edges of the forms must be uniform and may not exceed $\frac{1}{2}''$.

STOCK:

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

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

30# newsprint – proposed stock must have appropriate opacity to minimize “show-through” of printing on reverse sides of sheet. Minimum brightness 56 and minimum opacity 89.

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

COPY AND PROOFS:

The successful vendor must meet with the Tax Account Administration Division in their offices at the vendor’s expense to receive and discuss the furnished files on or about **October 14th**; a tentative production schedule will also be developed at this meeting. The State Tax Division will furnish complete .pdf and/or .indd files along with sample output for verification. Charges by the contractor for author’s alterations must include justification and be quoted at per hour cost and any other cost for additional page of proofs or corrections.

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

PRESSWORK:

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

PERFORATIONS:

All form pages within the booklet require a full-length vertical perforation $8\frac{1}{2}''$ from the trimmed edge to fall within the gutter of the booklet. Successful vendor must guarantee the

packet will remain intact under normal handling and mailing conditions. The perforations must allow for the easy removal of forms without tearing them but must not allow pages to fall out in normal handling and labeling operations. This should be consistent throughout the run. Detached size must remain $8\frac{1}{2}'' \pm 0 \times 10\frac{15}{16}'' \pm 1/16''$ and printer area must remain a $7\frac{1}{2}'' \times 10''$.

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

BINDING:

The booklets must be bound on the vertical ($10\frac{15}{16}'' \pm 1/16''$) side by saddle-wire stitching. Stitches are secured at the fold. Binding must not interfere with the visibility of text or detaching forms at the perforation.

ENVELOPE SPECIFICATIONS:

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

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

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

Detailed Distribution Specifications

ADDRESS DATA:

Vendor must be able to convert data on address tape received from the Tax Division to OCR. The State Tax Division will provide the vendor on or about **November 30th** with two CD ROM's containing the tax information to be printed on the booklets. Successful vendor must match the accounts on the CD ROM with the National Change of Address (NCOA) files and update any incorrect addresses. All address corrections must be provided to the State Tax Division in a format similar to the original data. Taxpayer address information provided by the State Tax

Division must be modified (including converting zip codes to 11-digit zip codes and adding required postal service coding and barcoding) and sorted appropriately by the successful vendor to insure direct mailings are fully automation compatible, based on United States postal service rules in effect at the times of mailing. Vendor will be required to return CD Rom's to the State Tax Division. At the vendor's request, the State Tax Division will provide a test tape, on or after October 26.

BOOKLET ADDRESSING:

Successful vendor must image the name and mailing address on approximately 93,000 booklets in the location and style required by the postal regulations for presorted standard direct mailing. The successful vendor will also be required to image any necessary coding as required by the postal service to take advantage of the specified mailing rates, including any necessary bar coding. Vendor should submit, as part of their proposal, ten samples of the print style and format to be used in addressing these forms. **It is preferred that the samples be submitted with the vendor's bid response. The agency reserves the right to request Samples. Vendor(s) must provide samples within five (5) working days of request. Failure to respond in this timeframe may result in the disqualification of the vendor's bid.**

MAILING SPECIFICATIONS:

Successful vendor must bundle and tag, according to postal requirements, approximately 93,000 booklets for mailing. The contractor will provide the addressing and mailing of the packets. The contractor must have mailing services in a method that provides the State Tax Division with the lowest possible postage rate (enhanced carrier route presorting, automated 3/5 digit and basic rates for all Standard Mail). **Bidders must include any freight costs associated with this mailing in the amount shown under Item 5.** Booklets are to be released for mailing at a date to be specified by the State Tax Division between December 29 and January 2. **UNDER NO CIRCUMSTANCES ARE THE BOOKLETS TO BE MAILED WITHOUT THE APPROVAL OF THE STATE TAX DIVISION.** A penalty equal to one percent of the total bid will be imposed for each day this mailing is delayed, provided that the State Tax Division has delivered the appropriate CD ROM to the vendor at least 30 days prior to the selected mail date. Successful vendor must bear any cost from damage or mistakes made in the mailing process.

BULK MAILINGS:

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

- To the addresses in the attached List I (*note different quantities per address*).

PACKAGING OF PRINTED MATERIALS:

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

SHIPMENT OF BOOKLETS TO THE STATE TAX DIVISION:

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

POSTAL PERMITS:

Successful vendor must obtain the required postal permits at the Post Office nearest its factory for accepting and direct mailing approximately 93,000 pieces of mail. Price for obtaining this permit must be included in this bid (Item 4). The booklets will be mailed using preprinted company indicia, based on the State Tax Division's presorted standard permit #1180, established at the Charleston, West Virginia post office (zip code 25301). After establishment of the bulk rate permit by the vendor, the State Tax Division will provide the successful vendor with a state warrant, in an amount adequate to cover the postage for the direct mailings, issued to the postmaster at the vendor's post office, to deposit in the postage account.

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

STATE OWNS MATERIALS:

All negatives, plates, and camera-ready material to include a finalized CD Rom shall become the property of the State of West Virginia and shall be presented to the State Tax Division when printing is completed.

CORRESPONDENCE AND INVOICING:

ALL CORRESPONDENCE, FREIGHT BILLS, AND INVOICES MUST INCLUDE THE STATE TAX DIVISION PURCHASE ORDER TAX12002 AND FORM NUMBER. Receipts for freight charges and itemized original invoices must be submitted to the State Tax Division, Attn: Operations Division, P.O. Box 11748, Charleston, WV 25339-1748. Postal receipts must be submitted to the State Tax Division, Tax Account Administration, Attention: Sara Hughes, 1001 Lee St. East, Charleston, WV 25301, within five (5) days of mailing.

ALTERNATIVE BIDS FOR RERUNS:

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

List I

1. State Tax Division
407 Neville St., Ste. 109
Beckley, WV 25801-4500
a. Item 1 - 500 booklets

2. State Tax Division
400 - 5th Street, Room 512
Parkersburg, WV 26101-5108
a. Item 1 - 500 booklets

3. State Tax Division
2699 Park Ave., Ste. 230
Huntington, WV 25704
a. Item 1 - 1,000 booklets

4. State Tax Division
397 Mid Atlantic Parkway, Ste. 2
Martinsburg, WV 25404-7468
a. Item 1 - 750 booklets

5. State Tax Division
40 14th Street, Suite 101
Wheeling, WV 26003-3424
a. Item 1 - 750 booklets

6. State Tax Division
Huntington Bank Building, Ste. 201
230 West Pike St.
Clarksburg, WV 26301-2708
a. Item 1 - 500 booklets

7. West Virginia Library Commission
Cultural Center
1900 Kanawha Blvd East
Charleston, WV 25305-0620
a. Item 1 - 120,000 booklets

8. Internal Revenue Service – TPS
US Courthouse, Room 306
Fifth Avenue and Ninth
Huntington, WV 25701
 - a. *Item 1 – 500 booklets*

9. Internal Revenue Service - TPS
James and Riffe Streets
Sophia, WV 25921
 - a. *Item 1 – 500 booklets*

10. Internal Revenue Service – TPS
Suite E, Woodsdale
1021 National Road
Wheeling, WV 26003
 - a. *Item 1 – 500 booklets*

11. Internal Revenue Service – TPS
Federal Office Bldg., Room 320
109-C Berkeley Plaza
Martinsburg, WV 25401
 - a. *Item 1 – 500 booklets*

12. Internal Revenue Service – TPS
11 Chenoweth Drive, Ste. 2
Bridgeport, WV 26330-1689

Item 1 – 500 booklets

13. Internal Revenue Service – TPS
Federal Office Bldg., Room 2006
425 Juliana Street
Parkersburg, WV 26101-5334
 - a. *Item 1- 500 booklets*

VENDOR CHECKLIST
SUBMISSIONS WITH BID

Request

Met and Included

1. Samples of paper stock

50# commodity offset (10)

30# newsprint (10)

2. Sample perforation on proposed stock (10)

3. Address imaging samples showing print format & style

4. Samples of envelopes

5. Alternative bids for reruns

6. Author's alterations cost per unit

7. Comparable print projects list

OPEN-END CONTRACT
 2011 WEST VIRGINIA INDIVIDUAL INCOME TAX
 BOOKLET PRICING SHEET
 TAX12002

Quantities are *estimated*: actual quantities will be provided when "**Release Order**" is issued to the awarded vendor.

	<u>Per Thousand</u>	<u>Extended</u>
Item 1 IT-140 Resident/Non-Resident Tax Booklet (Estimated amount 225,000)	\$ _____	\$ _____
Item 2 Cost of envelope as specified (est. 225,000) a. Including Inserted return envelope	\$ _____	\$ _____
Item 3 Cost of authors alterations (est. 225,000)	\$ _____	\$ _____
Item 4 Cost of postal permits (est. 225,000)	\$ _____	\$ _____
Item 5 Cost of freight (shipping charges for est. 225,000) to complete the bulk and direct mailings	\$ _____	\$ _____
Item 6 Successful vendor MUST provide alternate pricing per thousand for exact rerun of Item 1 with a minimum reorder quantity of 10,000	\$ _____	\$ _____
Grand Total of items 1 through 6	\$ 	\$
*Optional Items 1 a. addt'l cost of 4 pages of newsprint	\$ _____	\$ _____
*Optional Items 1 b. addt'l cost of 4 pages of offset paper	\$ _____	\$ _____

*Optional items - price will not be used in evaluation
but "might" be used in the future

NOTE: Samples of prior year booklets and labels are provided for *informational purposes only*. Vendor will receive a "Final Draft" of specifications with the exact details with the "**Release Order**" once this contract is "officially" awarded.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: _____ Signed: _____
Date: _____ Title: _____

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