



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

Solicitation

NUMBER
CPR13004

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

CONSOLIDATED PUBLIC RETIREMENT BOARD
 BUILDING 5, ROOM 1000
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0720 558-3570

DATE PRINTED
09/13/2012

BID OPENING DATE: 09/27/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		915-28		
PRINT, STUFF, METER, & MAIL 1099R'S AND 1099 SOFTWARE REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA CONSOLIDATED PUBLIC RETIREMENT BOARD, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH PRINTING, STUFFING, METERING, AND MAILING OF 1099R FORMS AND PROVIDE 1099 EXPRESS SOFTWARE LICENSES FOR AGENCY USE PER THE ATTACHED SPECIFICATIONS. ***** THIS IS THE END OF RFQ CPR13004 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
TITLE	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: Friday, September 21, 2012 at 5:00 PM EST

Submit Questions to:

Krista S. Ferrell, Buyer Supervisor-File 21

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-4115

Email: krista.s.ferrell@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
P.O. Box 50130,
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 n/a 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:

Thursday, September 27, 2012 at 1:30 PM EST

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 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

and extends for a period of 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 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.

- | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- | **One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- | **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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- | | **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:

[] | **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.

[] | []

[] | []

[] | []

[] | []

[] | []

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

in accordance with Attachment 8 of this RFQ 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. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 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.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:

Contractor's License No.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor
- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
- iv. Notation that no subcontractors will be used if the bidder will perform the work

d. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

e. Substitution of Subcontractor. Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)

1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda:
 - a. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
4. **AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Consolidated Public Retirement Board and any other state agency that desires to utilize this contract to establish an open-end contract for 1099R preparation.
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 **“Desired Item” or “Desired 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 RFQ published by the Purchasing Division and identified as CPR13000.

3. **GENERAL REQUIREMENTS:**

- 3.1 **Desired Items and Mandatory Requirements:** Vendor shall provide Agency with the Desired Items listed below on an open-end and continuing basis. Desired Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Responsibility of the Agency

The West Virginia Consolidated Public Retirement Board (WVCPRB) will provide the personal and financial information to the vendor. The data will be provided to the vendor in the format attached (attachment #1) via the WVCPRB secure FTP website. WVCPRB will provide the vendor with the URL, user name, and password.

3.1.2 FORMS

The vendor will provide the 1099R forms compliant with the regulations of the Internal Revenue Service (IRS), print, collate, and mail the documents, using the most cost effective method.

All copies of 1099R's must be original print, duplicated copies are unacceptable. All three of the 1099R's plus the address section must be on one single 8.5"x 14" sheet, legal size, with perforations between each copy of the 1099R (attachment #2). The first is to be sent to the IRS, the

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[CPR13004] [1099R Preparation]

second is to retain for their records, the third is to be sent to the State, and the fourth contains the return address and mailing address. IRS instructions will be printed on the reverse side (attachment #3). No pull-apart or pressure-sealed forms accepted. 1099R paper weight must be 24 pound.

3.1.3 Inserts

Vendor will need to add inserts in with the 1099R's. Inserts are to be 8.5"x11". Paper weight for inserts must be 20 lbs. Inserts will be duplex and printed in black ink (attachments #5. and 5.a). Keep in mind that one of the inserts (every other year, next time tax year 2012) is a full-color calendar provided by the WV State Auditor's Office and the WVCPRB has no control over the paper weight (attachment #6). WVCPRB will mail this calendar to your location. WVCPRB instruction inserts will be sent to the vendor in PDF format, vendor will print a sample, and email (provided later) or fax to (304) 558-6337) a copy of the insert for WVCPRB to verify that it is exactly what we provided. Upon WVCPRB approval, the vendor will copy and add the inserts. Unit price for inserts will be used for each separate insert added by WVCPRB as there may be multiple inserts. If there are multiple inserts and all recipients do not receive all inserts the WVCPRB will provide two files – one with inserts, one without.

3.1.4 1099 Software

Vendor must provide ten (10) licenses of the most current version of 1099 Express software or "equal" to read, edit, and print the data (i.e. WVCPRB must be able to pull up a record, edit, and print the 1099R). Vendor must provide the data for the 1099 Express Software or "equal". The file that is returned to WVCPRB for use with the 1099 Express Software or "equal" must contain the full SSN. WVCPRB currently uses the 1099 Express Software therefore any other software would have to be compatible.

3.1.5 Mailings

1099R will be folded and inserted into the envelope (attachment #4). Envelopes must show IMPORTANT TAX RETURN DOCUMENT ENCLOSED through the window, must also have TEMP RETURN SERVICE on them, and must be 1-window, white, 9 7/16" x 4 1/8"

size with confidential tint. If there are incomplete addresses, the complete address must be added by the vendor, using USPS approved methods (i.e. 9 digit zip codes). Addresses must be bar-coded according to the USPS guidelines.

The vendor must mail the approximately 65,000 1099Rs per year using the most cost effective method. Vendor may charge postal rates at the rates established by the United States Postal Service. Rates must be the postal rates at the date the release is placed, and must be billed as a straight pass through cost to the Agency.

3.1.6 Compliance

The successful bidder should have a Compliance Officer on site that maintains up to date expertise with IRS requirements for 1099R's on a yearly basis. The vendor should notify WVCPRB of any new requirements. (For instance, if the IRS allows masking of the first five digits of the social security number (SSN) for Tax Year 2012 and any year thereafter then the SSN must be masked on the 1099R that is mailed out).

3.1.7 Confidentiality

Vendor must agree to safeguard all information and sign a WVCPRB Confidentiality and Non-Disclosure Statement (attachment #7).

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Desired Items. The Contract shall be awarded to the Vendor that provides the Desired 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 as stated below. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. (See attachment #8).

The Pricing Pages contain a list of the Desired 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.

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[CPR13004] [1099R Preparation]

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: [insert buyer's contact info.]

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, via WVCPRB secure FTP site, or any other written forms of communication.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver preparation and mailing of the 1099R forms on dates below:

The successful bid must agree to the following timeline (dates for 2012, 2013):

November 1 – Vendor will test WVCPRB data.

November 30 – On or before this date the vendor will send results of testing in PDF format to WVCPRB.

December 3 – The vendor will ask for final count from WVCPRB so they can order paper and envelopes.

December 31 – On or before this date the vendor will schedule a time to help install the 1099 Express software required to reproduce individual 1099R's. Our onsite technician is familiar with 1099 Express; however, assistance should be available if needed.

January 2 – Vendor will request a postage check from WVCPRB. Any excess will be credited on the final bill or any additional postage required will be requested on the final bill.

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[CPR13004] [1099R Preparation]

January 10 – Vendor will receive postage check on or before this date. Also inserts must be provided by WVCPRB on or before this date. Vendor will print a sample insert and email (provided later) or fax to (304) 558-6337 for approval.

January 18 – Vendor will sweep FTP site for WVCPRB data. The input file will be in the preferred layout (attachment #1), no particular order, but will need to be sorted by zip for mailing discounts.

January 25 – Vendor will deliver all forms to the Post Office to be mailed. Do not break up into batches – must be mailed all at once on the same day.

January 28 – Vendor must provide data of all 1099R's mailed to be loaded into the 1099 Express software. Vendor will submit the data via our secure FTP site. This data must contain full SSN.

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 the penalty addressed below. The vendor will assume responsibility for this monetary penalty if the 1099R's do not get mailed as scheduled. (see Attachment #9)

7. MISCELLANIOUS:

7.1 No Substitutions: Vendor shall supply only Desired Items submitted in response to the RFQ. Vendor shall not supply substitute items without Purchasing Division approval.

7.2 Vendor Supply: Vendor must carry sufficient inventory of the Desired Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Desired 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.

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[CPR13004] [1099R Preparation]

- 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.

**CPR13002
Pricing Page**

Item No.	Description of item/service	Unit Price	Estimated Quantity	Extended Price
1	Cost to print 1099R's with instruction on reverse	\$	65000	\$
2	Cost to print or copy inserts (duplex)	\$	65000	\$
3	Cost to insert pieces for mailing	\$	65000	\$
4	Postage cost to mail pieces per today's postal rates	\$	65000	\$
5	1099 Express Licenses "or Equal"	\$	10	\$
	Total For Evaluation:			\$

**The estimated purchase volume for each item/service represents the approximate volume of anticipated purchases only. No future use of the contract or any individual item/service is guaranteed or implied.

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.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM**SOLICITATION NO.:**

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

 Company

 Authorized Signature

 Date

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

RFQ No. _____

STATE 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: _____

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 _____

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: _____

Attachment # 1

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Attachment#1 - File Layout

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01 MOORES-PREFERRED-RECORD.
05 MPR-RECIPIENT-ZIP-5      PIC X(05).
05 FILLER                   PIC X(04).
05 MPR-RECIPIENT-NAME      PIC X(40).
05 MPR-RECIPIENT-AREA.
   10 MPR-RECIPIENT-ADDRESS1
                                   PIC X(40).
   10 MPR-RECIPIENT-ADDRESS2
                                   PIC X(40).
   10 MPR-RECIPIENT-ADDRESS3
                                   PIC X(40).
   10 MPR-RECIPIENT-ADDRESS4
                                   PIC X(40).
   10 MPR-RECIPIENT-ADDRESS5
                                   PIC X(40).
   10 MPR-RECIPIENT-ADDRESS6
                                   PIC X(40).

05 MPR-RECIPIENT-AREA-OCC      REDEFINES
   MPR-RECIPIENT-AREA.
   10 MPR-RECIPIENT-ADDRESS      OCCURS 6 TIMES
                                   PIC X(40).

05 MPR-PAYER-EIN            PIC X(09).
05 MPR-LOCATION-ID           PIC X(04).
05 MPR-BRANCH-NBR          PIC X(04).
05 MPR-RECIPIENT-TIN       PIC X(09).
05 MPR-DO-NOT-MERGE-IND    PIC X.
05 MPR-FOREIGN-IND         PIC X.
05 MPR-SECONDARY-MERGE-CRITERIA
                                   PIC X(20).

05 MPR-TIN-TYPE             PIC X.
05 MPR-ACCOUNT-NBR.
   10 MPR-SSN                PIC X(09).
   10 MPR-ACCT-NBR           PIC X(06).
   10 MPR-ANNUITY-OR-REFUND
                                   PIC X(03).
   10 MPR-BEN-OR-CK-NBR      PIC X(02).

05 MPR-TYPE-OF-RETURN-CODE  PIC X.
05 MPR-PRODUCT-TYPE        PIC X(15).
05 MPR-AMOUNT-1            PIC 9(10)V99.
05 MPR-AMOUNT-2            PIC 9(10)V99.
05 MPR-AMOUNT-3            PIC 9(10)V99.
05 MPR-AMOUNT-4            PIC 9(10)V99.
05 MPR-AMOUNT-5            PIC 9(10)V99.
05 MPR-AMOUNT-6            PIC 9(10)V99.
05 MPR-AMOUNT-7            PIC 9(10)V99.
05 MPR-AMOUNT-8            PIC 9(10)V99.
05 MPR-AMOUNT-9            PIC 9(10)V99.
05 MPR-AMOUNT-A            PIC 9(10)V99.
05 MPR-AMOUNT-B            PIC 9(10)V99.
05 MPR-AMOUNT-C            PIC 9(10)V99.
05 MPR-AMOUNT-D            PIC 9(10)V99.
05 MPR-AMOUNT-E            PIC 9(10)V99.

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05 MPR-STATE-TAX-WH PIC 9(10)V99.
 05 MPR-LOCAL-TAX-WH PIC 9(10)V99.
 05 MPR-STATE-DIST-AMT PIC 9(10)V99.
 05 MPR-LOCAL-DIST-AMT PIC 9(10)V99.
 05 FILLER PIC X(24).
 05 MPR-PAYER-OFFICE-CODE PIC X(04).
 05 MPR-ZIP4-DELIVERY-POINT-DIGITS
 PIC X(06).
 05 MPR-RETURN-NAME PIC X(40).
 05 MPR-RETURN-ADDRESS-1 PIC X(40).
 05 MPR-RETURN-ADDRESS-2 PIC X(40).
 05 MPR-RETURN-ADDRESS-3 PIC X(40).
 05 MPR-2ND-PAYEE-NAME-IND PIC X.
 05 MPR-PRINT-PROOF-IND PIC X.
 05 MPR-RULE-OF-78-MESSAGE PIC X.
 05 MPR-HALF-TIME-STUDENT-IND
 PIC X.
 05 MPR-GRAD-STUDENT-IND PIC X.
 05 MPR-LIABILITY-IND PIC X.
 05 MPR-GROSS-PROCEEDS-IND PIC X.
 05 MPR-BANKRUPTCY-IND PIC X.
 05 MPR-FOREIGN-ENTITY-IND PIC X.
 05 MPR-REIMBURSED-AMT-IND PIC X.
 05 MPR-TERM-ILL-IND PIC X.
 05 MPR-DIST-CODE-MSA PIC X.
 05 MPR-DIRECT-SALES-IND-MISC
 PIC X.
 05 MPR-1098-E PIC X.
 05 MPR-IRA-SEP-SIMPLE-IND PIC X.
 05 MPR-TOTAL-DIST-IND PIC X.
 05 MPR-TAXABLE-AMT-NOT-DET-IND
 PIC X.
 05 MPR-DOC-SPEC-CODE PIC X(02).
 05 MPR-WRITTEN-ASSURANCE-IND
 PIC X.
 05 MPR-REC-PROP-OTHER-THAN-CASH
 PIC X.
 05 MPR-DECEASED-IND PIC X.
 05 MPR-IRA-SEP-SIMPLE-5498 PIC X.
 05 MPR-MED-CHO-IND-1099-MSA
 PIC X.
 05 MPR-MED-CHO-IND-5498-MSA
 PIC X.
 05 MPR-ACADEMIC-PERIOD-IND PIC X.
 05 MPR-QUALIFIED-CONTRACT-LTC
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 05 MPR-1099G-AMT2-TAX-YEAR PIC X(04).
 05 MPR-TRADE-BUS-INCOME-IND
 PIC X.
 05 MPR-REQ-MIN-DIST-IND PIC X.
 05 MPR-CORRECTION-IND PIC X.
 05 MPR-2ND-TIN-NOTICE-IND PIC X.
 05 MPR-LAST-FILING-IND PIC X.
 05 MPR-TRUSTEE-TO-TRUSTEE-IND PIC X.

05 MPR-QUILIFIED-TUITION-IND PIC X.
 05 MPR-DESIGNATED-BEN PIC X.
 05 MPR-STATE-CODE PIC X(02).
 05 MPR-DATE PIC X(08).
 05 MPR-DESC-A-B-C-OID-S PIC X(40).
 05 MPR-STATE-PAYER-STATE-NBR
 PIC X(15).
 05 MPR-COUNTRY-DIV-INT PIC X(15).
 05 MPR-CUSIP-NBR PIC X(15).
 05 MPR-INSURED-FOREIGN-DNM PIC X.
 05 MPR-INSURED-TID PIC X(09).
 05 MPR-INSURED-NAME PIC X(40).
 05 MPR-INSURED-STREET PIC X(40).
 05 MPR-INSURED-CITY-STATE-ZIP
 PIC X(40).
 05 MPR-PCT-DIST PIC X(03).
 05 MPR-PCT-TOTAL-ANNUITY PIC X(03).
 05 MPR-LOCALITY-NAME PIC X(15).
 05 MPR-CUST-SHORT-NAME PIC X(15).
 05 MPR-PAYEE-CONTROL-NAME PIC X(04).
 05 MPR-CUST-SERV-PHONE-NBR PIC X(25).
 05 MPR-DIST-CODE-1099Q PIC X.
 05 MPR-USER-DEFINED-MISC-1 PIC X(100).
 05 MPR-USER-DEFINED-MISC-2 PIC X(100).
 05 MPR-USER-DEFINED-MISC-3 PIC X(100).
 05 MPR-LINE-MESSAGE-1 PIC X(72).
 05 MPR-LINE-MESSAGE-2 PIC X(72).
 05 MPR-LINE-MESSAGE-3 PIC X(72).
 05 MPR-MOORE-RESERVED PIC X(20).
 01 MOORES-CONTROL-RECORD.
 05 MCR-LITERAL PIC X(14).
 05 MCR-TYPE-OF-RETURN PIC X.
 05 MCR-NBR-OF-PAYEES PIC 9(10).
 05 MCR-CONTROL-TOTAL-1 PIC 9(16)V99.
 05 MCR-CONTROL-TOTAL-2 PIC 9(16)V99.
 05 MCR-CONTROL-TOTAL-3 PIC 9(16)V99.
 05 MCR-CONTROL-TOTAL-4 PIC 9(16)V99.
 05 MCR-CONTROL-TOTAL-5 PIC 9(16)V99.
 05 MCR-CONTROL-TOTAL-6 PIC 9(16)V99.
 05 MCR-CONTROL-TOTAL-7 PIC 9(16)V99.
 05 MCR-CONTROL-TOTAL-8 PIC 9(16)V99.
 05 MCR-CONTROL-TOTAL-9 PIC 9(16)V99.
 05 MCR-CONTROL-TOTAL-10 PIC 9(16)V99.
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 05 MCR-CONTROL-TOTAL-13 PIC 9(16)V99.
 05 MCR-CONTROL-TOTAL-14 PIC 9(16)V99.
 05 MCR-CONTROL-TOTAL-15 PIC 9(16)V99.
 05 MCR-CONTROL-TOTAL-16 PIC 9(16)V99.
 05 MCR-CONTROL-TOTAL-17 PIC 9(16)V99.
 05 MCR-CONTROL-TOTAL-18 PIC 9(16)V99.
 05 FILLER PIC X(1301).

*

END FILE LAYOUT

Attachment # 2

PAYER'S name, street address, city, state, and ZIP code W VA. PUBLIC EMPLOYEES RET SYS 4101 MACCORKLE AVENUE SE CHARLESTON, WV 25304 1-800-654-4406			1 Gross distribution \$ 9129.48	OMB No. 1545-0119 2011	Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs Insurance Contracts, etc. Form 1099-R Copy B
			2a Taxable amount \$ 9129.48	Total distribution <input type="checkbox"/>	
			2b Taxable amount not determined <input type="checkbox"/>		
			3 Capital gain (incl. in 2a) \$ 0.00	4 Federal tax withheld \$ 1200.00	
PAYER'S Federal identification No. 55-6011167	RECIPIENT'S identification No. XXX-XX-0000		5 Employee contributions or insurance premiums \$ 0.00	6 Net unrealized appreciation in employer's securities	Report this income on your Federal tax return. If this form shows Federal income tax withheld in box 4 attach this copy to your return
RECIPIENT'S Name and Address John Doe 1 John Doe Circle St. Albans, WV 25177-0001			7 Distribution code 7	8 Other <input type="checkbox"/> IRA/SEP/SIMPLE	
			9a Your percentage of total distribution	9b Total employee contributions \$ 0.00	
			12 State tax withheld 72.00	13 State/Payer's state no. WV/556011167001	14 State distribution
Account number (see inst.) 00000000000000000000	10 Amt to IRR in 5 years	16 Year of Roth cont.	13 Local tax withheld	16 Name of locality	17 Local distribution

Form 1099-R This information is being furnished to the Internal Revenue Service.

PAYER'S name, street address, city, state, and ZIP code W VA. PUBLIC EMPLOYEES RET SYS 4101 MACCORKLE AVENUE SE CHARLESTON, WV 25304 1-800-654-4406			1 Gross distribution \$ 9129.48	OMB No. 1545-0119 2011	Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs Insurance Contracts, etc. Form 1099-R Copy C
			2a Taxable amount \$ 9129.48	Total distribution <input type="checkbox"/>	
			2b Taxable amount not determined <input type="checkbox"/>		
			3 Capital gain (incl. in 2a) \$ 0.00	4 Federal tax withheld \$ 1200.00	
PAYER'S Federal identification No. 55-6011167	RECIPIENT'S identification No. XXX-XX-0000		5 Employee contributions or insurance premiums \$ 0.00	6 Net unrealized appreciation in employer's securities	For Recipient's Records
RECIPIENT'S Name and Address John Doe 1 John Doe Circle St. Albans, WV 25177-0001			7 Distribution code 7	8 Other <input type="checkbox"/> IRA/SEP/SIMPLE	
			9a Your percentage of total distribution	9b Total employee contributions \$ 0.00	
			12 State tax withheld 72.00	13 State/Payer's state no. WV/556011167001	14 State distribution
Account number (see inst.) 00000000000000000000	10 Amt to IRR in 5 years	16 Year of Roth cont.	13 Local tax withheld	16 Name of locality	17 Local distribution

Form 1099-R This information is being furnished to the Internal Revenue Service.

PAYER'S name, street address, city, state, and ZIP code W VA. PUBLIC EMPLOYEES RET SYS 4101 MACCORKLE AVENUE SE CHARLESTON, WV 25304 1-800-654-4406			1 Gross distribution \$ 9129.48	OMB No. 1545-0119 2011	Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs Insurance Contracts, etc. Form 1099-R Copy 2
			2a Taxable amount \$ 9129.48	Total distribution <input type="checkbox"/>	
			2b Taxable amount not determined <input type="checkbox"/>		
			3 Capital gain (incl. in 2a) \$ 0.00	4 Federal tax withheld \$ 1200.00	
PAYER'S Federal identification No. 55-6011167	RECIPIENT'S identification No. XXX-XX-0000		5 Employee contributions or insurance premiums \$ 0.00	6 Net unrealized appreciation in employer's securities	File this copy with your state, city, or local income tax return, when required
RECIPIENT'S Name and Address John Doe 1 John Doe Circle St. Albans, WV 25177-0001			7 Distribution code 7	8 Other <input type="checkbox"/> IRA/SEP/SIMPLE	
			9a Your percentage of total distribution	9b Total employee contributions \$ 0.00	
			12 State tax withheld 72.00	13 State/Payer's state no. WV/556011167001	14 State distribution
Account number (see inst.) 00000000000000000000	10 Amt to IRR in 5 years	16 Year of Roth cont.	13 Local tax withheld	16 Name of locality	17 Local distribution

Form 1099-R This information is being furnished to the Internal Revenue Service.

W VA. PUBLIC EMPLOYEES RET SYS
 4101 MACCORKLE AVENUE SE
 CHARLESTON, WV 25304

Important Tax Return Document Enclosed

JOHN DOE
 1 JOHN DOE CIRCLE
 ST. ALBANS, WV 25177-0001

Attachment # 3

Instructions for Recipient (2011 Form 1099-R)

Generally, distributions from pensions, annuities, profit-sharing and retirement plans (including section 457 state and local government plans), IRAs, insurance contracts, etc., are reported to recipients on Form 1099-R.

Qualified plans. If your annuity starting date is after 1997, you must use the simplified method to figure your taxable amount if your payer did not show the taxable amount in box 2a. See the instructions for Form 1040 or 1040A.

IRAs. For distributions from a traditional individual retirement arrangement (IRA), simplified employee pension (SEP), or savings incentive match plan for employees (SIMPLE), generally the payer is not required to compute the taxable amount. See the Form 1040 or 1040A instructions to determine the taxable amount. If you are at least age 70½, you must take minimum distributions from your IRA (other than a Roth IRA). If you do not, you may be subject to a 50% excise tax on the amount that should have been distributed. See Pub. 590 for more information on IRAs.

Roth IRAs. For distributions from a Roth IRA, generally the payer is not required to compute the taxable amount. You must compute any taxable amount on Form 8606. An amount shown in box 2a may be taxable earnings on an excess contribution.

Loans treated as distributions. If you borrow money from a qualified plan, section 403(b) plan, or governmental section 457(b) plan, you may have to treat the loan as a distribution and include all or part of the amount borrowed in your income. There are exceptions to this rule. If your loan is taxable, Code L will be shown in box 7. See Pub. 575.

Account number. May show an account or other unique number the payer assigned to distinguish your account.

Box 1. Shows the total amount you received this year. The amount may have been a direct rollover, a transfer or conversion to a Roth IRA, a recharacterized IRA contribution; or you may have received it as periodic payments, as nonperiodic payments, or as a total distribution. Report the amount on Form 1040 or 1040A on the line for "IRA distributions" or "Pensions and annuities" (or the line for "Taxable amount"), and on Form 8606, as applicable. However, if this is a lump-sum distribution, see Form 4972. If you have not reached minimum retirement age, report your disability payments on the line for "Wages, salaries, tips, etc." on your tax return. Also report on that line permissible withdrawals from eligible automatic contribution arrangements and corrective distributions of excess deferrals, excess contributions, or excess aggregate contributions except if you are self-employed.

If a life insurance, annuity, qualified long-term care, or endowment contract was transferred tax free to another trustee or contract issuer, an amount will be shown in this box and Code 6 will be shown in box 7. If a charge or payment was made against the cash value of an annuity contract or the cash surrender value of a life insurance contract for the purchase of qualified long-term care insurance, an amount will be shown in this box and Code W will be shown in box 7. You need not report these amounts on your tax return.

Box 2a. This part of the distribution is generally taxable. If there is no entry in this box, the payer may not have all the facts needed to figure the taxable amount. In that case, the first box in box 2b should be checked. You may want to get one of the free publications from the IRS to help you figure the taxable amount. See Additional information on the back of Copy 2. For an IRA distribution, see IRAs and Roth IRAs on this page. For a direct rollover, other than from a qualified plan to a Roth IRA, zero should be shown, and you must enter zero (-0-) on the "Taxable amount" line of your tax return.

If this is a total distribution from a qualified plan and you were born before January 2, 1936 (or you are the beneficiary of someone born before January 2, 1936), you may be eligible for the 10-year tax option. See the Form 4972 instructions for more information. If you are an eligible retired public safety officer who elected to exclude from income distributions from your eligible plan used to pay certain insurance premiums, the amount shown in box 2a has not been reduced by the exclusion amount. See the instructions for Form 1040 or Form 1040A for more information.

Box 2b. If the first box is checked, the payer was unable to determine the taxable amount, and box 2a should be blank, except for an IRA. If the second box is checked, the distribution was a total distribution that closed out your account.

Box 3. If you received a lump-sum distribution from a qualified plan and were born before January 2, 1936 (or you are the beneficiary of someone born before January 2, 1936), you may be able to elect to treat this amount as a capital gain on Form 4972 (not on Schedule D (Form 1040)). See the Form 4972 instructions. For a charitable gift annuity, report as a long-term capital gain on Schedule D.

Box 4. Shows federal income tax withheld. Include this amount on your income tax return as tax withheld, and if box 4 shows an amount (other than zero), attach Copy B to your return. Generally, if you will receive payments next year that are not eligible rollover distributions, you can change your withholding or elect not to have income tax withheld by giving the payer Form W-4P.

Box 5. Generally, this shows the employee's investment in the contract (after-tax contributions), if any, recovered tax free this year; the portion that is your basis in a designated Roth account; the part of premiums paid on commercial annuities or insurance contracts recovered tax free; or the nontaxable part of a charitable gift annuity. This box does not show any IRA contributions. If the amount shown is your basis in a designated Roth account, the year you first made contributions to that account may be entered in box 11.

Box 6. If you received a lump-sum distribution from a qualified plan that includes securities of the employer's company, the net unrealized appreciation (NUA) (any increase in value of such securities while in the trust) is taxed only when you sell the securities unless you choose to include it in your gross income this year. See Pub. 575 and the Form 4972 instructions. If you did not receive a lump-sum distribution, the amount shown is the NUA attributable to employee contributions, which is not taxed until you sell the securities.

Box 7. The following codes identify the distribution you received. For more information on these distributions, see the instructions for your tax return. Also, certain distributions may be subject to an additional 10% tax. See the instructions for Forms 5329 and 8606.

- 1—Early distribution, no known exception (in most cases, under age 59½).
 - 2—Early distribution, exception applies (under age 59½).
 - 3—Disability.
 - 4—Death.
 - 5—Prohibited transaction.
 - 6—Section 1035 exchange (a tax-free exchange of life insurance, annuity, qualified long-term care insurance, or endowment contracts).
 - 7—Normal distribution.
 - 8—Excess contributions plus earnings/excess deferrals (and/or earnings) taxable in 2011.
 - 9—Cost of current life insurance protection.
 - A—May be eligible for 10-year tax option (see Form 4972).
 - B—Designated Roth account distribution.
- Note. If Code B is in box 7 and an amount is reported in box 10, see the instructions for Forms 5329 and 8606.
- E—Distributions under Employee Plans Compliance Resolution System (EPCRS).
 - F—Charitable gift annuity.
 - G—Direct rollover of a distribution (other than a designated Roth account distribution) to a qualified plan, a section 403(b) plan, a governmental section 457(b) plan, or an IRA.
 - H—Direct rollover of a designated Roth account distribution to a Roth IRA.
 - J—Early distribution from a Roth IRA, no known exception (in most cases, under age 59½).
 - L—Loans treated as distributions.
 - P—Recharacterized IRA contribution made for 2011 and recharacterized in 2011.
 - Q—Excess contributions plus earnings/excess deferrals (and/or earnings) taxable in 2010.
 - R—Qualified distribution from a Roth IRA.
 - S—Recharacterized IRA contribution made for 2010 and recharacterized in 2011.
 - T—Early distribution from a SIMPLE IRA in first 2 years, no known exception (under age 59½).
 - U—Roth IRA distribution, exception applies.
 - U—Dividend distribution from ESOP under sec. 404(k). Note. This distribution is not eligible for rollover.
 - W—Charges or payments for purchasing qualified long-term care insurance contracts under combined arrangements.
- If the IRA/SEP/SIMPLE box is checked, you have received a traditional IRA, SEP, or SIMPLE distribution.

Box 8. If you received an annuity contract as part of a distribution, the value of the contract is shown. It is not taxable when you receive it and should not be included in boxes 1 and 2a. When you receive periodic payments from the annuity contract, they are taxable at that time. If the distribution is made to more than one person, the percentage of the annuity contract distributed to you is also shown. You will need this information if you use the 10-year tax option (Form 4972). If charges were made for qualified long-term care insurance contracts under combined arrangements, the amount of the reduction in the investment (but not below zero) in the annuity or life insurance contract is reported here.

Box 9a. If a total distribution was made to more than one person, the percentage you received is shown.

Box 9b. For a life annuity from a qualified plan or from a section 403(b) plan (with after-tax contributions), an amount may be shown for the employee's total investment in the contract. It is used to compute the taxable part of the distribution. See Pub. 575.

Box 10. If an amount is reported in this box, see the instructions for Forms 5329 and 8606.

Box 11. The first year you made a contribution to the designated Roth account reported on this form is shown in this box.

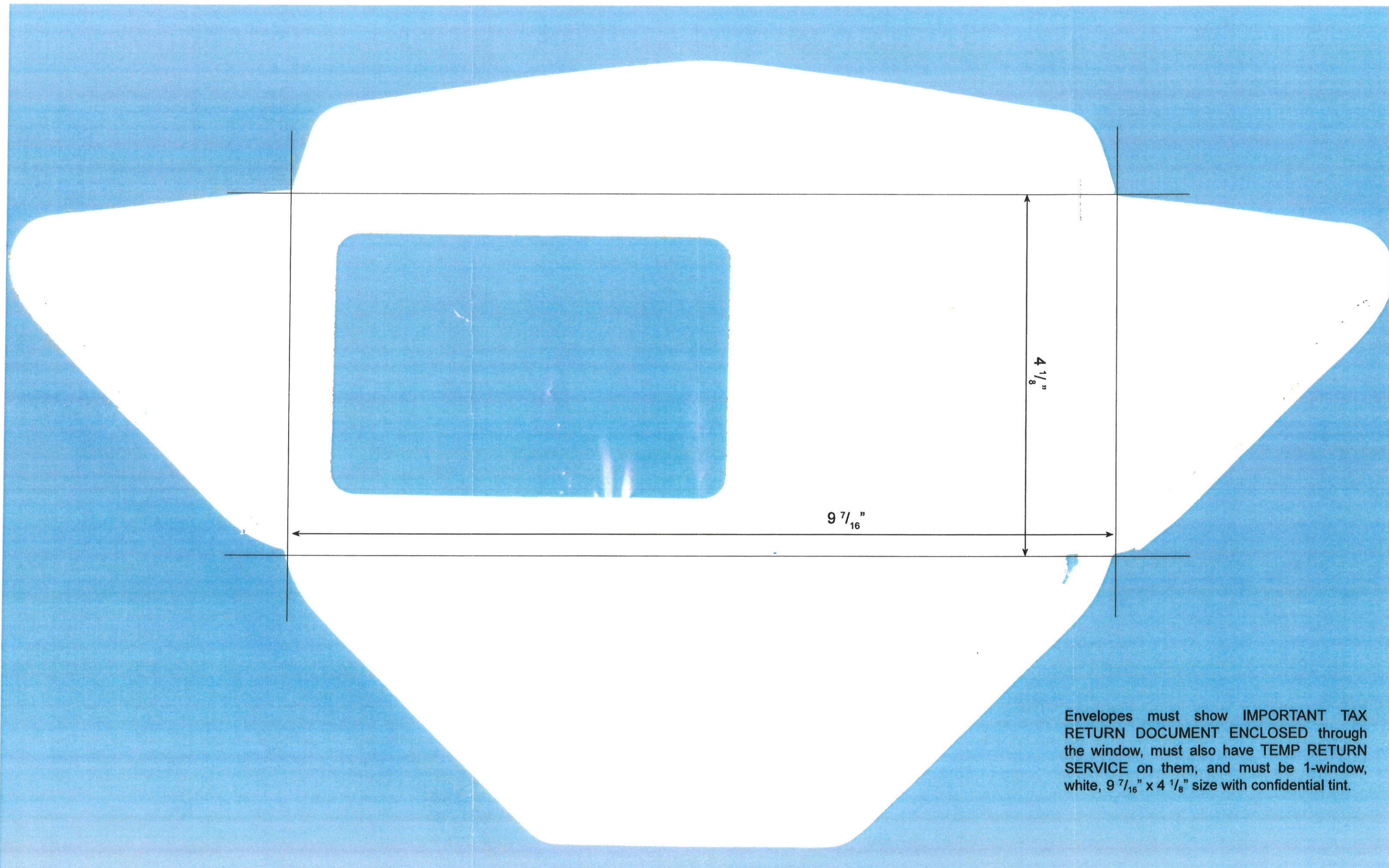
Boxes 12—17. If state or local income tax was withheld from the distribution, boxes 14 and 17 may show the part of the distribution subject to state and/or local tax.

Additional information. You may want to see:

- Form W-4P, Withholding Certificate for Pension or Annuity Payments,
- Form 4972, Tax on Lump-Sum Distributions,
- Form 5329, Additional Taxes on Qualified Plans (Including IRAs) and Other Tax-Favored Accounts,
- Form 8606, Nondeductible IRAs,
- Pub. 560, Retirement Plans for Small Business (SEP, SIMPLE, and Qualified Plans),
- Pub. 571, Tax-Sheltered Annuity Plans (403(b) Plans),
- Pub. 575, Pension and Annuity Income,
- Pub. 590, Individual Retirement Arrangements (IRAs),
- Pub. 721, Tax Guide to U.S. Civil Service Retirement Benefits,
- Pub. 939, General Rule for Pensions and Annuities,
- Pub. 969, Health Savings Accounts and Other Tax-Favored Health Plans.

R1 Format(c)www.1099Express.com

Attachment # 4



Envelopes must show **IMPORTANT TAX RETURN DOCUMENT ENCLOSED** through the window, must also have **TEMP RETURN SERVICE** on them, and must be 1-window, white, $9 \frac{7}{16}$ " x $4 \frac{1}{8}$ " size with confidential tint.

Attachment # 5.

TO: State of West Virginia 1099-R Recipient

DATE: January 2012

RE: Explanation of 2011 Form 1099-R

To assist you in understanding your 2011 Form 1099-R, the following information is provided:

Box 1 - GROSS DISTRIBUTION - This is the total gross annuity, loan offset or lump-sum distribution you received in 2011. **If you retired in 2011 from the Teachers' Retirement or the Deputy Sheriff Retirement System and took a loan offset, you will receive two (2) 1099-R forms.**

Box 2a - TAXABLE AMOUNT - This is the total amount of your annuity or lump-sum distribution in 2011 that may be subject to income tax. If you are required to complete a 2011 income tax return, please report the amount in the box.

Box 4 - FEDERAL INCOME TAX WITHHELD - This is the total amount of federal income tax deducted from your annuity or lump-sum distribution in 2011. Include this amount on your federal income tax return as tax withheld, and if Box 4 shows an amount other than zero, attach Copy B to your return.

Box 5 - EMPLOYEE CONTRIBUTIONS OR INSURANCE PREMIUMS - The figure reported in this box, if any, is the total amount of your annuity or lump-sum distribution in 2011 that is **not taxable**. This figure is for IRS purposes only and is not a deduction from your annuity. **This is not a deduction for insurance premiums.**

Box 7 - DISTRIBUTION CODE - If you are age 59 1/2 or less, and your distribution code is a "2" in Box 7, you may need to file Form 5329. **Questions regarding your tax preparation should be directed to the IRS or your tax preparer.**

Box 9b - TOTAL EMPLOYEE CONTRIBUTIONS - This box applies to retirees only. There is only an amount reported in this box the first year of your retirement. This amount represents the total nontaxable contributions, if any, prior to July 1, 1986 and is for IRS purposes only. This is not a deduction from your retirement annuity.

Box 10 - STATE TAX WITHHELD - This is the total amount of the West Virginia state income tax deducted from your annuity or lump-sum distribution in 2011. Deductions for state income tax are for the State of West Virginia only.

For an explanation of information reported in all other boxes, see the instructions on the back of your 1099-R form.

NOTICE TO RETIREES ONLY

TO AVOID DELAY IN RECEIVING YOUR ANNUAL 1099-R, PLEASE NOTIFY OUR OFFICE OF ANY ADDRESS CHANGES.

Federal Tax Law requires that we notify all retirees/beneficiaries annually of their option to have federal tax withheld from their pension check.

- A. You have the right to elect not to have withholding apply.
- B. You have the right to revoke a prior election not to have withholding apply.
- C. You have the right to adjust the allowance claimed on your current withholding certificate.

***** IMPORTANT: YOU DO NOT NEED TO REQUEST A WITHHOLDING CERTIFICATE UNLESS YOU WISH TO CHANGE YOUR WITHHOLDING STATUS.** Forms may be obtained by writing to our office or by visiting our web-site at www.wvretirement.com and clicking on the "Retirees" link.

Attachment # 5.a

CPRB Retiree...

*Do you currently receive your monthly benefit payment by direct deposit and miss receiving a notification of your monthly gross amount and deductions? If so, did you know that there is a free service available to you called **myAPPS**?*

This secure system is completely voluntary and is provided to you by the West Virginia State Auditor's Office.

This system allows you to:

- View your direct deposit information online 3 to 4 working days before the actual date of deposit into your bank account.
- View and print your gross monthly payment amount.
- View and print the amounts of all deductions from your retirement payment.
- View and print the net payment amount that will be direct deposited into your account.
- View and print the above information for previous months if needed for income verification
- View and print your annual 1099-R forms that are used to file your annual state and federal income tax returns.

Use of the **myAPPS** system:

- Is **completely voluntary**, you are not required to use the system.
- Will **not** change your current direct deposit in any manner.
- Will **not** stop you from getting a paper notice of changes in the amount of your direct deposit by mail
- Will **not** stop you from getting other mailings and notifications from CPRB.

So, why not give the **myAPPS system a try?**

Go to

<https://www.wvsao.gov>

to enroll today!



Attachment # 6


Anne Werum Lambright, Executive Director
 Consolidated Public Retirement Board
 4101 MacCorkle Avenue SE
 Charleston, WV 25304
 www.wvretirement.com



Glen B. Gainer III, State Auditor
 West Virginia State Auditor's Office
 Electronic Payments Division
 Building 1, Suite W-125
 www.wvsao.gov

2010 DIRECT DEPOSIT CALENDAR FOR RETIREES

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	1	2	3	4	5	6		
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28							28	29	30	31			
31																				
APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3						1			1	2	3	4	5	
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30			
							30	31												
JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7				1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30		
OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6				1	2	3	4	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
31																				

 Date Deposit funds will be available in your account
 (Also indicates the date paper checks will be mailed)

If the Amount of your Direct Deposit is Wrong:
 Contact: Retirement Benefits
 Consolidated Public Retirement Board
 1.800.654.4406

For Problems With Your Bank Account:
 Contact: Electronic Payments Division
 West Virginia State Auditor's Office
 1.800.500.4079

Attachment # 7

Consolidated Public Retirement Board Confidentiality and Non-disclosure Statement

Protecting confidentiality and understanding the sensitive nature of information recorded at the Consolidated Public Retirement Board (CPRB) becomes the responsibility of every person. We must strictly adhere to a policy of non-disclosure of any information relating to our clients, and every state employee or contract worker working inside of or with our office must sign and abide by this confidentiality statement.

At no time, shall any state employee or contract worker who is working inside or with the CPRB discuss or distribute personal information regarding any client of this agency. This personal information includes, but is not limited to, client or employee salaries, medical history, pension specific information, social security numbers, or any other identifying numbers, addresses, banking information, telephone numbers, or any other data or information excluded from protection by the WV Freedom of Information Act.

"I, _____ the (title) _____ of

(company) _____ understand the sensitive nature and the confidentiality of the client/employee information stored at the West Virginia Consolidated Public Retirement Board. All employees of this company therefore acknowledge and agree that personal client/employee information and any other related data is to be treated as confidential information which is not a matter of public record. All employees of the above named company therefore agree not to permit distribution or engage in discussion of this information to any person. I understand that, if at any time I am approached by an outside individual, agency or media representative, I shall direct their queries to the Executive Director of the West Virginia Consolidated Public Retirement Board."

Print Name: _____

Company: _____

Signature: _____

Date:

Attachment # 8

- 1.1.1 IRS regulations for 1099R delivery:** Section 6722 of the Internal Revenue Code (titled “Failure to Furnish Correct Payee Statements”) provides:
- 1.1.2 (a) Imposition of penalty**
- 1.1.2.1 **(1) General rule** In the case of each failure described in paragraph (2) by any person with respect to a payee statement, such person shall pay a penalty of \$100 for each statement with respect to which such a failure occurs, but the total amount imposed on such person for all such failures during any calendar year shall not exceed \$1,500,000.
- 1.1.3 (2) Failures subject to penalty**
- 1.1.3.1 For purposes of paragraph (1), the failures described in this paragraph are—
- 1.1.3.2 **(A)** any failure to furnish a payee statement on or before the date prescribed therefore to the person to whom such statement is required to be furnished, and
- 1.1.3.3 **(B)** any failure to include all of the information required to be shown on a payee statement or the inclusion of incorrect information.
- 1.1.3.3.1 **(b) Reduction where correction in specified period**
- 1.1.3.4 **(1) Correction within 30 days** If any failure described in subsection (a)(2) is corrected on or before the day 30 days after the required filing date—
- 1.1.3.5 **(A)** the penalty imposed by subsection (a) shall be \$30 in lieu of \$100, and
- 1.1.3.6 **(B)** the total amount imposed on the person for all such failures during any calendar year which are so corrected shall not exceed \$250,000.
- 1.1.4 (2) Failures corrected on or before August 1**
- 1.1.4.1 If any failure described in subsection (a)(2) is corrected after the 30th day referred to in paragraph (1) but on or before August 1 of the calendar year in which the required filing date occurs—
- 1.1.4.2 **(A)** the penalty imposed by subsection (a) shall be \$60 in lieu of \$100, and
- 1.1.4.3 **(B)** the total amount imposed on the person for all such failures during the calendar year which are so corrected shall not exceed \$250,000.

1.1.5 (c) Exception for de minimis failures

1.1.5.1 (1) In general

1.1.5.2 If—

1.1.5.3 (A) a payee statement is furnished to the person to whom such statement is required to be furnished,

1.1.5.4 (B) there is a failure described in subsection (a)(2)(B) (determined after the application of section 6724(a)) with respect to such statement, and

1.1.5.5 (C) such failure is corrected on or before August 1 of the calendar year in which the required filing date occurs, for purposes of this section, such statement shall be treated as having been furnished with all of the correct required information.

1.1.6 (2) Limitation

1.1.6.1 The number of payee statements to which paragraph (1) applies for any calendar year shall not exceed the greater of—

1.1.6.2 (A) 10, or

1.1.6.3 (B) one-half of 1 percent of the total number of payee statements required to be filed by the person during the calendar year.

1.1.6.4 (d) **Lower limitations for persons with gross receipts of not more than \$5,000,000**

1.1.6.5 (1) In general

1.1.6.5.1 If any person meets the gross receipts test of paragraph (2) with respect to any calendar year, with respect to failures during such calendar year—

1.1.6.5.2 (A) subsection (a)(1) shall be applied by substituting "\$500,000" for "\$1,500,000",

1.1.6.5.3 (B) subsection (b)(1)(B) shall be applied by substituting "\$75,000" for "\$250,000", and

1.1.6.5.4 (C) subsection (b)(2)(B) shall be applied by substituting "\$200,000" for "\$500,000".

1.1.7 (2) Gross receipts test

- 1.1.7.1 A person meets the gross receipts test of this paragraph if such person meets the gross receipts test of section 6721(d)(2).
- 1.1.7.2 **(e) Penalty in case of intentional disregard** If 1 or more failures to which subsection (a) applies are due to intentional disregard of the requirement to furnish a payee statement (or the correct information reporting requirement), then, with respect to each such failure—
- 1.1.7.3 (1) subsections (b), (c), and (d) shall not apply,
- 1.1.7.4 (2) the penalty imposed under subsection (a)(1) shall be \$250, or, if greater—
- 1.1.7.5 **(A)** in the case of a payee statement other than a statement required under section 6045(b), 6041A(e) (in respect of a return required under section 6041A(b)), 6050H(d), 6050J(e), 6050K(b), or 6050L(c), 10 percent of the aggregate amount of the items required to be reported correctly, or
- 1.1.7.6 **(B)** in the case of a payee statement required under section 6045(b), 6050K(b), or 6050L(c), 5 percent of the aggregate amount of the items required to be reported correctly, and
- 1.1.7.7 (3) in the case of any penalty determined under paragraph (2)—
- 1.1.7.8 **(A)** the \$1,500,000 limitation under subsection (a) shall not apply, and
- 1.1.7.9 **(B)** such penalty shall not be taken into account in applying such limitation to penalties not determined under paragraph (2).
- 1.1.8 (f) Adjustment for inflation**
- 1.1.8.1 (1) **In general** For each fifth calendar year beginning after 2012, each of the dollar amounts under subsections (a), (b), (d)(1), and (e) shall be increased by such dollar amount multiplied by the cost-of-living adjustment determined under section 1(f)(3) determined by

substituting "calendar year 2011" for "calendar year 1992"
in subparagraph (B) thereof.

1.1.9 (2) Rounding

1.1.9.1 If any amount adjusted under paragraph (1)—

1.1.9.2 (A) is not less than \$75,000 and is not a multiple of
\$500, such amount shall be rounded to the next lowest
multiple of \$500, and

1.1.9.3 (B) is not described in subparagraph (A) and is not a
multiple of \$10, such amount shall be rounded to the next
lowest multiple of \$10.