



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

Header @ 9

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1303449

Procurement Type: Central Master Agreement

Vendor ID: 000000110486

Legal Name: MEYERCORD REVENUE INC

Alias/DBA:

Total Bid: \$2,915.00

Response Date: 11/28/2023

Response Time: 16.59

Responded By User ID: Meyercord

First Name: Lisa

Last Name: Edmunds

Email: meycord.procurement@sic

Phone: 630-682-6272

SO Doc Code: CRFQ

SO Dept: 0702

SO Doc ID: TAX2400000002

Published Date: 11/17/23

Close Date: 11/29/23

Close Time: 13:30

Status: Closed

Solicitation Description: Cigarette Tax Stamps

Total of Header Attachments: 9

Total of All Attachments: 9

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Contract Item #1 - 3.1.1 Rolls of 30,000 for 20's	5000.0000	ROLL	0.530000	2650.00

Comm Code	Manufacturer	Specification	Model #
82121500			

Commodity Line Comments:

Extended Description:

Cigarette Tax Stamps in rolls of 30,000 for 20's

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Contract Item #2 - Sheets of 150 for 20's	500.00000	SH	0.530000	265.00

Comm Code	Manufacturer	Specification	Model #
82121500			

Commodity Line Comments:

Extended Description:

Cigarette Tax Stamps in sheets of 150 for 20's



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

State of West Virginia
 Centralized Request for Quote
 Service - Misc

Proc Folder: 1303449			Reason for Modification:
Doc Description: Cigarette Tax Stamps			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-10-24	2023-11-08 13:30	CRFQ 0702 TAX2400000002	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Meyercord Revenue

Address : 475

Street : Village Drive

City : Carol Stream

State : IL **Country : USA** **Zip :** 60188

Principal Contact : Alexandre Finkel

Vendor Contact Phone: 703-440-7155 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov



Vendor Signature X **FEIN#** 20-1697655 **DATE** 11/28/23

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia State Tax Division to establish an open-end contract for heat iron applied decal cigarette stamps per the attached specifications and terms and conditions.

INVOICE TO		SHIP TO	
TAX DIVISION OF PO BOX 11748 CHARLESTON US	WV	TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 3 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Item #1 - 3.1.1 Rolls of 30,000 for 20's	5.00000	ROLL	0.53 per 1000	

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description:

Cigarette Tax Stamps in rolls of 30,000 for 20's

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Contract Item #2 - Sheets of 150 for 20's	500.00000	SH	0.53 per 1000	

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description:

Cigarette Tax Stamps in sheets of 150 for 20's

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page
TAX2400000002	Final	Cigarette Tax Stamps	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Centralized Request for Quote
 Service - Misc

Proc Folder: 1303449			Reason for Modification: Addendum #1 is issued to extend bid close date until 11/29/2023.
Doc Description: Cigarette Tax Stamps			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-11-06	2023-11-29 13:30	CRFQ 0702 TAX2400000002	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Meyercord Revenue

Address : 475

Street : Village Dr

City : Carol Stream

State : IL **Country :** USA **Zip :** 60188

Principal Contact : Alexandre Finkel

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SCHEDULE OF EVENTS

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SOLICITATION NUMBER:
Addendum Number:

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

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

Terms and Conditions:

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

ATTACHMENT A

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

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

Meyercord Revenue

Company



Authorized Signature

11/28/23

Date

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



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

State of West Virginia
 Centralized Request for Quote
 Service - Misc

Proc Folder: 1303449		Reason for Modification:	
Doc Description: Cigarette Tax Stamps		Addendum #2 is issued to publish agency responses to vendor Q&A.	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-11-14	2023-11-29 13:30	CRFQ 0702 TAX2400000002	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
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Street : Village Drive
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Comm Code	Manufacturer	Specification	Model #
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Extended Description:
Cigarette Tax Stamps in rolls of 30,000 for 20's

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Contract Item #2 - Sheets of 150 for 20's	500.00000	SH		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description:
Cigarette Tax Stamps in sheets of 150 for 20's

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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Addendum Number:

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- Other

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

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2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

RFI: Questions from vendors for CRFQ TAX24*02 Cigarette Tax Stamps

Q.1. Can the State clarify the quantities they are requesting the pricing for? Line 1 (Rolls of 30,000 stamps) indicates a quantity of 5.00000 rolls and Line 2 (Sheets of 150 stamps) indicates a quantity of 500.00000 sheets. Is this really 5 rolls and 500 sheets?

A. Average yearly purchases will be 5000 (five thousand) rolls consisting of 30,000 stamps and 500 (five hundred) sheets consisting of 150 stamps

Q.2. Does the required insurance certificate need to be submitted with the proposal or will the State request that when needed?

A. The certificate of insurance will be requested from the vendor with the lowest meeting all requirements of the contract. It does not have to be submitted with the bid but is preferred.

Q.3. As we accept EFT payments, must we also accept P-Card payments or is it agreeable to only accept EFT payments?

A. No. As long as a vendor is registered for EFT payments, they are not required to accept the purchasing card.

Q.4. The State indicates that that stamps must consist of “five impressions or layers”. As this requirement limits the protective security features we can offer to protect the State against illegal reproduction of its stamps, and the fact that inspectors in the field are unable to verify the number of impressions or layers that a stamp has been printed with, will the State revise this requirement to read that the stamps must consist of “a minimum of five impressions or layers”?

A.

Section 3.1.1.2.2 will be revised to now state the following: These Stamps must be heat applied stamps or equal, consisting of a *minimum* of five impressions or layers including safety tint lettering and *should* be produced by the gravure process or equal, and be suitable for high speed, positive application with heat to the receiving surface such as cellophane, paper, etc. If a vendor is quoting a process other than the gravure process, details of that process must be submitted with vendor’s bid for evaluation purposes.

Section 3.1.2.2.2 will be revised to now state the following: These Stamps must be heat applied stamps or equal, consisting of a *minimum* of five impressions or layers including safety tint lettering and *should* be produced by the gravure process or equal, and be suitable for high speed, positive application with heat to the receiving surface such as cellophane, paper, etc. If a vendor is quoting a process other than the gravure process, details of that process must be submitted with vendor’s bid for evaluation purposes.

Q.5. The State has a requirement that the stamps “must be produced by the gravure process”. We feel that this requirement is highly restrictive to fair and open competition. Additionally, if the stamps meet the functional and security requirements defined by the State we fail to understand why the type of printing press used to produce the stamps is relevant. Will the State therefore remove the requirement for a particular type of printing press to be used?

A.

Section 3.1.1.2.2 will be revised to now state the following: These Stamps must be heat applied stamps or equal, consisting of a *minimum* of five impressions or layers including safety tint lettering and *should* be produced by the gravure process or equal, and be suitable for high speed, positive application with heat to the receiving surface such as cellophane, paper, etc. If a vendor is quoting a process other than the gravure process, details of that process must be submitted with vendor’s bid for evaluation purposes.

Section 3.1.2.2.2 will be revised to now state the following: These Stamps must be heat applied stamps or equal, consisting of a *minimum* of five impressions or layers including safety tint lettering and *should* be produced by the gravure process or equal, and be suitable for high speed, positive application with heat to the receiving surface such as cellophane, paper, etc. If a vendor is quoting a process other than the gravure process, details of that process must be submitted with vendor’s bid for evaluation purposes.

Q.6. Does the State wish to continue using the current stamp design or should there be a new design for this contract? If it is the intent to continue with the current stamp design, can the State provide an image for reference?

A. A new design will be required.

Q.7. The State is requesting samples of designs and colors but as everything in the proposal will become public information any sample designs submitted will pose a risk of increased counterfeiting of the State cigarette tax stamp. Can the sample designs therefore be included in the separate Confidential Statement defined in Sections 3.1.1.15 and 3.1.2.15?

A. Yes

Q.8. The State is requesting the name of the manufacturer of the paper stock but as everything in the proposal will become public information, release of this information will pose a risk of increased counterfeiting of the State cigarette tax stamp. Can the name of the paper manufacturer therefore be included in the separate Confidential Statement defined in Sections 3.1.1.15 and 3.1.2.15?

A. Yes

Q.9. How and when is the separate Confidential Statement defined in Sections 3.1.1.15 and 3.1.2.15 to be submitted? It is to be submitted as a separate electronic file through wvOASIS or should it be sent as a physical document together with the paper sample to Mr. Josh Hager? Must it be submitted or delivered prior to the Bid Opening date and time?

A.

Section 3.1.1.15.1 will be revised to now state: All stamps and paper must contain proven protective features to guarantee against illegal reproduction. Successful bidder shall submit a separate confidential detail statement to The Purchasing Division, explaining fully their system for the protection of the Tax Account Administration against unlawful reproduction and the method by which such reproduction can be detected by personnel of the Tax Account Administration. The confidential statement shall not be made a part of the bid and will be requested by the Senior Buyer of the Purchasing Division prior to award. The confidential statement, and all confidential items, must be sealed in a separate envelope separate from cost and must be clearly marked "Confidential".

Section 3.1.1.15.2 will be revised to now state: All stamps and paper must contain proven protective features to guarantee against illegal reproduction. Successful bidder shall submit a separate confidential detail statement to The Purchasing Division, explaining fully their system for the protection of the Tax Account Administration against unlawful reproduction and the method by which such reproduction can be detected by personnel of the Tax Account Administration. The confidential statement shall not be made a part of the bid and will be requested by the Senior Buyer of the Purchasing Division prior to award. The confidential statement, and all confidential items, must be sealed in a separate envelope separate from cost and must be clearly marked "Confidential".

Q.10. The State is requesting samples of the paper we are proposing to furnish for machine and heat iron applied stamps. Can the State clarify if this is a sample of the paper only or paper and stamps? Can the State also clarify the quantity requested?

A. The paper must meet the standards of what we currently use. Providing a sample of stamps on the paper would allow for all testing for all requirements. The expected yearly use will be 5000 rolls w/30,000 stamps per roll and 500 sheets w/150 stamps per sheet.

Q.11. These sections states that "only lithographed layer built or composite film transfer steel engraved stamps will be considered." This section appears to contradict the requirement in Sections 3.1.1.2.2 and 3.1.2.2.2 that the stamps be produced on a gravure press. Additionally, this requirement is overly restrictive to fair and open competition. Can the State please remove this requirement, or replace this with a clear definition of the stamp functional attribute they require?

A. If the stamps meet the security standards and have the same heat application process, how they build the stamp should not matter

Q.12. The State requires a guarantee that the stamps will “neither break up nor disintegrate before or during the normal process of transfer to the package or container, nor to be easily removed from cellophane, paper, or foil”. Can the State clarify the type of guarantee required and the method by which the State will verify these required attributes of the stamps in the evaluation of submitted proposals?

A. Refund and/or replacement of defective products.

Q.13. Section 3.1.1.9 & 3.1.2.9 of Specifications. The information defined in this section is required “before award”. Can the State confirm that they will request this information when required?

A.

Section 3.1.1.9.1 will be revised to now state: Each bidder *should* provide *with their bid, but will be required prior to award*, their system of internal controls and security in the process of manufacture to protect the state against theft and unlawful production of heat applied decal cigarette stamps. These controls must include but not be limited to:

Section 3.1.2.9.1 will be revised to now state: Each bidder *should* provide *with their bid, but will be required prior to award*, their system of internal controls and security in the process of manufacture to protect the state against theft and unlawful production of heat applied decal cigarette stamps. These controls must include but not be limited to:

Q.14. Section 3.1.1.14 & 3.1.2.14 of Specifications. It states that “the Contractor must make stamp applying machines available to Authorized Distributors through a separate purchase and/or lease agreement.” As neither Ashton Potter, nor Meyercord Revenue the other current supplier of cigarette tax stamps, manufacture stamp applying equipment will the State remove all references to the supply and support of such equipment?

A. This portion of the specs will not be revised

Q.15. Will the State grant a 1-2 week extension to the bid submission deadline to allow time to complete our proposal following the answers to submitted questions being posted?

A. Yes

Q.16. It is no longer the industry standard, for vendors to provide stamping machines. Currently, no cigarette tax stamp vendor provides the machines. Would the Agency remove the requirements from the solicitation?

A. This portion of the spec will not be revised

Q.17. It is no longer the industry standard, for vendors to provide stamping machines. Currently, no cigarette tax stamp vendor provides the machines. Would the Agency remove the requirements from the solicitation?

A. This portion of the spec will not be revised

Q.18. Sections state : “Bidder must provide before award samples of paper, which he proposes to furnish for machine, and heat iron applied stamps.” Will the Agency please, provide the address to send paper samples?

A. Samples should be submitted prior to award to the Purchasing Division Senior Buyer 2019 Washington Street East, Bldg 15 Charleston, WV 25305?

Q.19. Sections state : “Bidder must provide before award samples of paper, which he proposes to furnish for machine, and heat iron applied stamps.” Will the Agency please, provide the address to send paper samples?

A. Samples should be submitted prior to award to the Purchasing Division Senior Buyer 2019 Washington Street East, Bldg 15 Charleston, WV 25305

Q.20. Section 4.1 states: “ Before an award is made, the Tax Account Administration requires the bidder to supply proof to their satisfaction the acceptability of their stamps to the West Virginia State Tax Division.” Will the Agency provide clarification on what “proof to their satisfaction the acceptability of their stamps” refers to ? For example, is the proposal response the “proof” or does the Agency require additional proof?

A. A testable sample of the stamps on the paper to be used.

Q.21. This section requires an affidavit from the paper manufacturer. The affidavit discloses information which should not be made public. Will the Agency allow the affidavit required from the paper manufacturer to be included in the confidential statement?

A. Yes

Q.22. In the past the state has required a Performance Bond. Will this be a contract requirement under the current solicitation?

A. Performance Bond is not required.

Q.23. Will the Agency provide notifications of report deliverables due dates?

A. We should be able to provide a calendar with weekends and holidays.

Q.24. Past performance is a key indicator of future success. Will the Agency amend the solicitation to include 5 past performance references and a minimum of 5 years’ experience as a tax stamp provider?

A. No.

ADDENDUM ACKNOWLEDGEMENT FORM
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(Check the box next to each addendum received)

- | | |
|--|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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 |
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Meyercord Revenue

Company



Authorized Signature

11-28-23

Date

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



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

State of West Virginia
 Centralized Request for Quote
 Service - Misc

Proc Folder: 1303449			Reason for Modification: Addendum #3 issued to publish agency responses to vendor submitted questions.
Doc Description: Cigarette Tax Stamps			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-11-17	2023-11-29 13:30	CRFQ 0702 TAX2400000002	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
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Address : 475
Street : Village Drive
City : Carol Stream
State : IL **Country :** USA **Zip :** 60188
Principal Contact : Alexandre Finkel
Vendor Contact Phone: 703-440-7755 **Extension:**

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Vendor Signature X

FEIN# 20-1697655

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Cigarette Tax Stamps in rolls of 30,000 for 20's

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ATTACHMENT A

RFI: Additional Questions from vendors for CRFQ TAX24*02 Cigarette Tax Stamps

Q.1. Can the State confirm that **no confidential information** should be included in the Bid Response? Further, that the **State will request** a Confidential Statement as a second document to be sent in a sealed envelope prior to award?

A. YES

Q.2. Finally, will the state confirm that the Confidential Statement should include bidder protections against counterfeit (security features) and authentication methods, production controls, paper specifications and stamp designs?

A. YES

Q.3. The CRFQ requests various information that is to be contained in separate confidential document that shall not be made part of the bid and therefore not subject to release as a result of an Open Records or Freedom of Information request. Can this document be uploaded to wvOASIS as a separate file from the pricing and the main proposal files or does this confidential document need to be submitted in paper form to the Senior Buyer of the Purchasing Division?

A. Please see response provided for Question #9 in the original Q&A published in Addendum #2 for instructions on how the confidential statement is to be submitted. It cannot be uploaded to Oasis, and will have to be submitted as a separate document in a sealed envelope.

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 checked="" 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.

Meyercord Revenue

Company



Authorized Signature

11-28-23

Date

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

Revised 6/8/2012

State of West Virginia



Certificate

I, Mac Warner, Secretary of State of the State of West Virginia, hereby certify that

MEYERCORD REVENUE INC.

a corporation formed under the laws of Delaware filed an application to be registered as a foreign corporation authorizing it to transact business in West Virginia. The application was found to conform to law and a "Certificate of Authority" was issued by the West Virginia Secretary of State on January 04, 2005.

I further certify that the corporation has not been revoked by the State of West Virginia nor has a Certificate of Withdrawal been issued to the corporation by the West Virginia Secretary of State.

Accordingly, I hereby issue this Certificate of Authorization

CERTIFICATE OF AUTHORIZATION

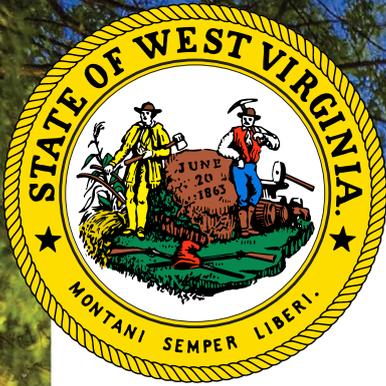
Validation ID:2WV8C_5W94N



*Given under my hand and the
Great Seal of the State of
West Virginia on this day of
October 30, 2023*

Mac Warner

Secretary of State



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

Cigarette Tax Stamps

Solicitation No. CRFQ 0702 TAX2400000002

November 29, 2023

TECHNICAL RESPONSE

PRESENTED BY

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Meyercord Revenue Inc.

A SICPA company



WEST VIRGINIA

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November 29, 2023
Department of Administration
Purchasing Division
2019 Washington Street East
P.O. Box. 50130
Charleston, WA 2305-0130
Attention: Joseph E. Hager III

Subject: Meyercord proposal response to Solicitation No: CRFQ 0702 TAX2400000002
For Cigarette Tax Stamps

Dear Mr. Hager (III),

Meyercord Revenue (Meyercord) is pleased to provide our response to the above referenced solicitation released by the West Department of Administration, Purchasing Division for the Department of Taxation. (Agency) on October 24, 2023, for the procurement of Cigarette Tax Stamps.

Meyercord is the current tax stamp provider for the Agency and has been its partner, in the protection of critical tobacco excise tax revenue, since 1973. It is this long-standing relationship with the Agency that drives our continued commitment to the Agency's tax stamp program.

Meyercord provides the exceptional, proven and reliable, FUSON® thermal applied stamps to the Agency under the current contract. In our proposal response, the Agency will learn more about our value-added services such as encrypted stamps, software solutions, and our Direct to Distributor program. Meyercord welcomes the opportunity to discuss these and other components of our Tax Revenue and Compliance Management System.

Meyercord carefully reviewed the solicitation and all attachments. We take no exceptions to the terms and conditions. The following proposal response is our Technical Response, all confidential/proprietary information and trade secrets have been removed and placed in our confidential statement. In accordance with RFP requirements, and Amendments 1,2 and 3, Meyercord will provide our Confidential Statement prior to award and upon the request of the Agency.

Please, do not hesitate to contact me with questions or to seek clarifications regarding the proposal or any of our other products.

Sincerely,



Alex Finkel

Alex.finkel@sicpa.com

Meyercord Revenue, President

1 EXECUTIVE SUMMARY

“The West Virginia Purchasing Division (Agency) is soliciting bids on behalf of West Virginia State Tax Division to establish an open-end contract for heat iron applied decal cigarette stamps” in rolls and stamp sheets with its RFQ (Request for Quotations) released October 24, 2023.

West Virginia requires exceptional tax stamps, with proven security features to protect critical tobacco excise tax revenue. In 1973, the Agency partnered with Meyercord as its first tax stamp vendor. For over 50 years, Meyercord contributed to this valued partnership with high quality FUSON® Thermal Applied Tax Stamps.

Meyercord FUSON® Tax Stamps offer several benefits to West Virginia’s Tax Stamp Program:

MAXIMIZE REVENUE: Meyercord FUSON® thermal applied tax stamps provide a combination of overt, covert, semi-covert and forensic markers enabling states to maximize revenue across a variety of excisable goods, like tobacco, alcohol, cannabis, motor fuel, cigarettes, OTP (Other Tobacco Product) and more.

RELIABLE TAX COLLECTION: FUSON® thermal applied tax stamps provide a simple, cost-effective, and secure way to collect state and municipal taxes.

ANTI-COUNTERFEITING: FUSON® thermal applied tax stamps incorporate advanced anti-counterfeiting technologies, improved law enforcement tools and comprehensive support services.

Meyercord Advantage

156

Million Stamps Delivered Annually to West Virginia

68

Years as Tax Stamp Vendor

50

Year Vendor to West Virginia

43

Stamp Customer References

22

Direct to Distributor References

2

Stamp Types

1

Dedicated Account Manager

AUTHENTICATION: Meyercord stamps provide a combination of overt, covert, semi-covert and forensic markers for easy authentication.

These benefits make Meyercord FUSON Tax Stamps an effective tool for states to ensure they are collecting the appropriate taxes on excisable goods.

Meyercord Advantage

Meyercord's dedicated approach starts with our understanding of the needs of the Agency and its key stakeholders gained through our 50-year partnership with the Agency.

In 2023, Meyercord successfully delivered over 150 million tax stamps to the Agency in support of its tax stamp program and over 660 million FUSON® thermal applied tax stamps for the current contract. Meyercord is proud to partner with the Agency to protect over \$387 Million in Tobacco Excise tax revenue during the current contract period.

As the current tax stamp provider to 43 U.S. states, and over 180 local jurisdictions, including the state of West Virginia. Meyercord successfully manufactures packs, ships, and delivers over 12B FUSON® thermal applied tax stamps annually.

Throughout the last 68 years, Meyercord has maintained strict Quality Assurance testing such as abrasion and adhesion tests. We formed commercial relationships with high volume stamp machine manufacturers (HSVMs) to collaborate with and test enhancements. We work closely with stamp machine inspectors, auditors, law enforcement, vendors, wholesalers, and distributors. It is due to these quality assurance standards that Meyercord's FUSON® Thermal Applied Stamps have less than 0.0001% of reported performance issues.

However, Meyercord is not just a commodity printer. We offer a full tax management system through Meyercord's Tax Revenue and Compliance Management platform (TRCM) delivers superior quality FUSON® stamps combined with software solutions and value-added services. These three critical components protect critical revenues, enforce state regulations in the field, and provide tools that support 'diligent enforcement' activities and reporting as required by Master Settlement Agreements (MSA) with the states.

Meyercord's TRCM (**Figure 1**) is a modular system that can be used in whole or in part to protect critical tax revenue and MSA payments. We are the only vendor in the industry who provides this comprehensive solution. We welcome the opportunity to demonstrate all the benefits and features of our TRCM at the request of State representatives.

The following components are modules of the TRCM:

TAX STAMPS: FUSON® Thermal Applied Stamps and SICPATRACE® Stamps loaded with security features to support tax collection, field inspection and MSA payments due to states.

SOFTWARE: Stamp lifecycle management, software for inspection, field enforcement, track and trace, mobile application, web portal and MSA reporting functions.

SERVICES: Stamp inventory management and distribution, Direct-to-Distributor (DTD), training, and other excise tax management services.



Figure 1. Meyercord offers a full tax compliance management system

A partnership with Meyercord ensures that surge requirements are met, emerging needs are anticipated, and solutions are delivered before a concern becomes a problem for the Agency. We understand that West Virginia bears the responsibility to protect cigarette state revenue, deter counterfeit activities and complex smuggling operations which may function as a gateway for other illicit activities in West Virginia, and surrounding states.

West Virginia can rely on Meyercord to go beyond the provision of exceptional FUSON® stamps. For example, when the State of Vermont was crippled with terrible flooding which damaged their FUSON® tax stamp inventory. Our exceptional production, customer service and management team rushed new stamps without interruption to the state's tax program.

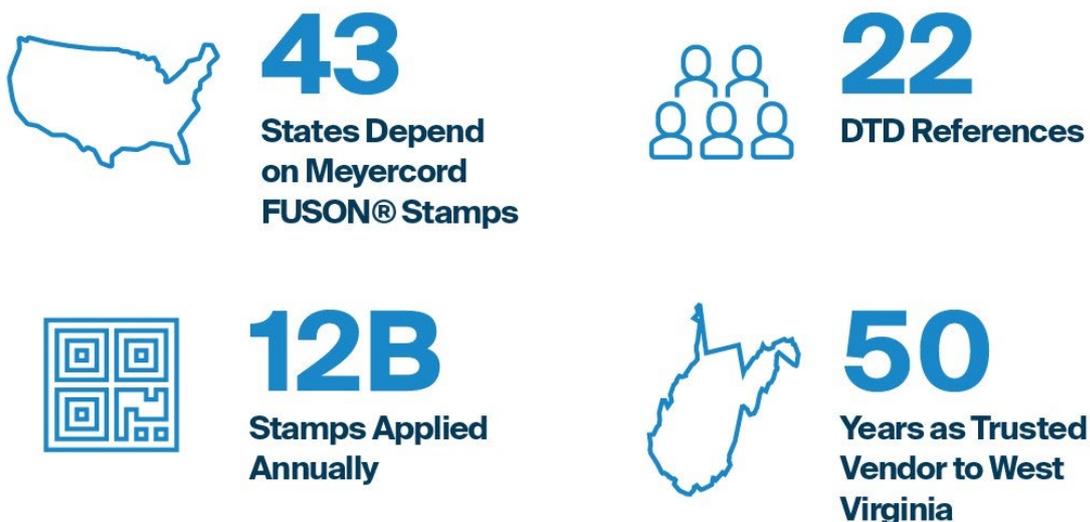
The responsibility of these partnerships drive Meyercord to continuously evolve through innovations, value added services, continuous product improvements and account management enhancements to deliver the best benefits to the Agency. Our dedicated customer service team relies on decades of experience to ensure the Agency tax stamp contract requirements are met.

Meyercord carefully reviewed the solicitation requirements and the terms and conditions, we take no exceptions. We offer the following proposal response as a demonstration of our continued commitment to West Virginia's tax program.

2 EXPERIENCE

Since founding this market in 1954, Meyercord has successfully produced and delivered over 5 trillion tax stamps in protection of US government tax revenue making us the most reliable stamp provider to partner with for the Agency. **(Figure 2)** Meyercord currently supports 43 state tax programs including the state of West Virginia. Michigan, Massachusetts, and California currently utilize our encrypted, track and trace enabled, SICPATRACE® stamps as a key component of their tax program. We welcome the opportunity to introduce the benefits these encrypted stamps with added security features upon request from the Agency.

Our experience outperforms and outlasts competitors who cannot sustain contracts within the tax stamp industry because they are content to print stamps – and cannot manage complex tax management programs. The difference is important for a government agency with limited resources but growing legislative and regulatory needs such as MSA compliance.



2023.WV.Experience.R.1

Figure 2. West Virginia's Tax Program benefits from Meyercord's industry experience

Meyercord offers a Direct-to-Distributor (DTD) delivery option that eases the states burden to process stamp orders, securely store, pack, and ship stamps from state facilities to distributors. Meyercord will provide all these functions in our NASPO Class II, ISO 14298:2013 certified production facility.

Meyercord provides DTD Services for 22 state customers including the District of Columbia and tribal localities. State agencies quickly realize the benefits of DTD. Since 2014, no state customer has ever reverted to bulk stamp purchases and 'in-house' stamp distribution. No other vendor has **22 verifiable state DTD references**.

Meyercord is the **most experienced, lowest risk** choice for the Agency. Our clients rely on and trust that we will be a dedicated partner throughout the lifecycle of the contract and in many cases spanning 60 consecutive years. No competitor can provide 43 verifiable references or offer this demonstrated commitment to the Agency.

“Tax compliance is not another line of business for Meyercord. It is the only line of business for Meyercord.” – Alex Finkel, President, Meyercord

Meyercord Customer Feedback

“Meyercord exceeds expectations for customer service support for this contract.”

Alaska DOR

“Consistently positive interactions with the vendor. Always accommodating with regard to expediting shipments.”

Arizona DOR

“The team at Meyercord is on it; super responsive and great to work with.”

Colorado DOR

“Meyercord meets or exceeds expectations for the ordering processes for this contract.” -Vermont DOT

3 CONTRACT ITEM #1 QUANTITY: ROLLS 30 FOR 20'S

ROLLS OF 30,000 TAX STAMPS

3.1 QUANTITY AND PRICE FOR ROLLS (3.1.1.1)

Meyercord provides our price per roll of 30,000 stamps manufactured and packed to specifications of this solicitation in the pricing section of the solicitation response located in WvOasis.

3.2 TYPE AND APPLICATION 3.1.1.2

Meyercord FUSON® thermal stamps are manufactured by gravure printing processes. Gravure printing is a high-quality, high-volume printing process that is ideal for printing cigarette tax stamps; the intaglio process means that the image is engraved into a

printing cylinder. The ink is then transferred from the cylinder to the substrate, which is typically paper, foil, cellophane, or polypropylene.

Meyercord combines the Gravure printing method with proprietary security inks, and comprehensive security features such as UV florescence, forensics, anti-copy, and proprietary machine-readable markers in our FUSON® Thermal Applied Tax Stamps. FUSON® thermal applied tax stamps consist of five layers to deter counterfeiting and fight fraud.

Benefits of Gravure Printing for Cigarette Tax Stamps

High Quality: Gravure printing produces high-quality images with sharp details and vibrant colors. This is important for cigarette tax stamps, which need to be easily legible and visually appealing.

High Volume: Gravure printing is a high-volume printing process, which makes it ideal for consistent production of large quantities of cigarette tax stamps.

Security Features: Gravure printing can be used to incorporate security features into cigarette tax stamps, such as microprinting, and UV watermarks.

Gravure printing is a high-quality, high-volume printing process that is well-suited for printing cigarette tax stamps. The process can produce fine details, making it ideal for printing complex security features. Gravure printing is also a very consistent printing process, which can help to ensure that all the stamps are printed accurately.

Gravure printing is not easily reproduced and is easily authenticated in the field. Meyercord provides complimentary training to Agency representatives and law enforcement to make authentication simple. Meyercord purposefully utilizes the Gravure method of printing because it is the highest standard of workmanship for the long runs, required by the Agency.

Meyercord Advantage

-  Gravure printing process
-  Safety tint lettering
-  5 Layers
-  10 Digit unique serial number
-  12B Applications annually nationwide
-  Compliant with stamp machine manufacturers

3.3 SIZE, DESIGN, AND COLORS (3.1.1.3)

Meyercord's FUSON® Thermal Stamps can be designed and configured using a broad range of background colors and character colors. The following color combinations ensure that FUSON® Thermal Stamp for the agency, is unique and easily distinguishable from nearby localities.

The stamp provided to the agency contains at **least three distinctive colors** exclusive of half-tones, ben day effects, shades, tints, or color tones. Safety Tint-Lettering is not considered a color. The West Virginia stamp is irregular in shape and outline, measuring ½"x ½." The words "State of West Virginia 20 Cigarette Tax Stamp" are printed on the stamp. Meyercord will provide training upon request.

Agency representatives will approve all stamp designs and colors.

We provide more information on Size, Design and Color in the Confidential Statement.

3.3.1 STAMP DESIGN SAMPLES FOR CONTRACT ITEM 1

Meyercord is pleased to offer four design samples to the Agency for consideration. Upon contract award, Meyercord will collaborate with the Agency to provide final design proofs for approval. **(Figure 4)**

Stamp Designs will be included in the Confidential Statement.

3.4 NUMBERING (3.1.1.4)

Each stamp for the Agency is serially numbered across the face of each stamp. After printing, each FUSON® roll is serialized with a legible code consisting of five (5) alpha-numeric characters as the stamp number. For the Agency, Meyercord will provide a second row of five (5) alpha-numeric characters corresponding to the stamp number within the roll and when combined, will create a unique identifier that pairs the roll number to the serial number for stamps contained within a sheet.

3.5 LAYOUT AND PACKING 3.1.1.5

3.5.1 ROLLS OF 30,000 STAMPS PER ROLL FOR 20' CIGARETTE PACKAGES

Meyercord provides stamps for contract item 1, in rolls containing 30,000 stamps per roll with ascending numbers at regular intervals. Each roll is packed in a cardboard box that is securely sealed and labeled with quantity, denomination and roll number. Twenty-five boxes are packed in corrugated containers securely sealed and labeled. We provide **Figure 6**, to demonstrate our compliance with the Agency's requirements.

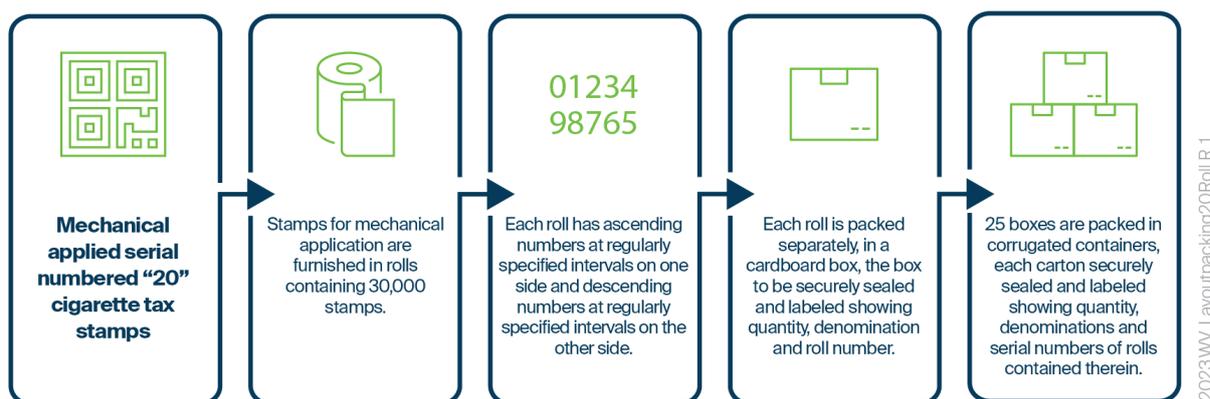


Figure 3. Meyercord meets Agency requirements for layout and packing for rolls of 20' cigarette packages

3.6 PAPER (3.1.1.6)

The choice of paper is a critical component of manufacturing FUSON® tax stamps.

FUSON® Stamps are printed on a **unique, safety tinted, security mill controlled, colored**, super calendar paper.

We provide more information on the paper sourced by Meyercord in our Confidential Statement.

3.6.1 SAFETY TINT LETTERING

The paper is processed with a special safety tint lettering approved by the Agency that is printed on the stamp and is **extended on print voids between stamps**.

All spoiled paper and stamps are strictly accounted for and are kept in a secure depository until destroyed in the presence of an authorized representative of the state. Meyercord will provide the state with an affidavit for any stamps that are destroyed in accordance within 10 days of destruction.

We provide more information on Safety Tint Lettering in our Confidential Statement.

3.6.2 PAPER AND STAMP SAMPLES

Meyercord provides the Agency with paper and stamp samples in accordance with solicitation requirements. Samples were sent via FedEx with tracking number 649905479237.

3.7 MATERIALS (3.1.1.7)

Meyercord uses the safest, and most effective inks to deliver the best quality possible. Our proprietary ink formulations deliver overt, semi-covert, and covert security features. We agree to use appropriate chemicals in the inks to aid the Agency in detecting counterfeit stamps.

3.8 WORKMANSHIP (3.1.1.8)

Meyercord FUSON® Thermal Applied Stamps are successfully applied over 12 billion times annually. Our stamps are applied nationwide for state customers, including West Virginia. We work closely with HSVM manufacturers to ensure that our stamps are compatible for high volume stamping. The stamps are resistant to tampering, illicit reproduction, and lifting by straight edge or tacky products such as tape. The stamp is designed to self-destruct if tampered with after adhesion to the intended surface while maintaining its integrity during the normal stamping process. FUSON® Stamps are printed using the Gravure method, through an intaglio process where cylinders are engraved, and images are transferred to a stamp carrier such as the highly secure paper sourced by Meyercord.

Meyercord adheres to strict quality standards to ensure that Agency stamps are of the highest possible quality in the field. Over the last 68 years, Meyercord has developed proven quality assurance processes and regularly evaluates our stamps in field applications.

We provide more information on Workmanship in our Confidential Statement.

3.9 PRODUCTION CONTROL (3.1.1.9) (3.1.1.2.9)

3.9.1 MANUFACTURING

The entire manufacturing process is performed by Meyercord in our NASPO Class II/ISO 14298:2013 certified secure facility in Carol Stream, Illinois.

3.9.2 AFFIDAVIT

Meyercord provides an affidavit from our paper manufacturer attesting that inquiries about tax stamp paper will be referred to the Bureau of Alcohol, Tobacco, Firearms and Explosives; Department of Justice to verify whether the potential manufacturer is authorized to print tax stamps in Attachment 1 of our proposed response.

3.9.3 PAPER ACCOUNTING

Meyercord strictly accounts for all damaged stamps, spoiled paper, and other materials. We welcome a production audit upon Agency request.

3.9.4 SECURE STORAGE

Meyercord guarantees that all plates, designs, patterns, films, negatives, cylinders, and the like will be used solely for this order or subsequent orders. All such material, including spoilage, is locked in the main vault or in a supplemental vault at the end of the normal workday in such a manner that carton labels showing quantity, denomination, roll numbers, and serial numbers of stamps are conveniently accessible to Agency auditors or representatives to maintain an accurate daily inventory record.

Meyercord segregates personnel access according to roles and responsibilities. Personnel are limited at access points by our bio-metric access controls.

Meyercord will destroy and dispose of these materials at the completion of the order, or at the termination of this contract, or at any time, as directed by Agency representatives.

In our Confidential Statement Meyercord will present Figure 7, a representative illustration, designed to highlight Meyercord's strict production controls that protect West Virginia's tax stamps from illegal reproduction and prevent the loss of stamps through theft. The illustration details the physical controls which are NASPO Class II and ISO 14298 certified including:

- Criminal Background Checks (Blue Employee Box)
- Card, Key Reader System and Biometric Readers (7,12)
- Security Surveillance (16)
- Alarm System (19)

- CCTV (16)
- Underwriters' Approved Sprinkler System (2)

3.9.5 DISASTER RECOVERY PLAN

Meyercord's Disaster Recovery (DR) Plan includes a Business Continuity Plan that ensures service disruptions are avoided. These plans address natural disasters, commercial labor, supply disruptions, political, geographic, other unforeseen disasters. Meyercord, as a SICPA company passes SICPA's world renown secure processes and redundancy plans to the Agency.

We provide additional information on Meyercord's DR Plan in our Confidential Statement.

3.9.5.1 MEYERCORD CERTIFICATIONS

On June 8, 2005, the Meyercord facility was awarded a Class II Security Assurance Certificate by NASPO (North American Security Products Organization) International. Meyercord meets all NASPO requirements for annual recertification and has maintained its Class II Security Assurance Certificate/ISO 14298:2013 continuously since 2005.

NASPO International is a standards-based organization that develops and maintains private industry standards, American National Standards, and International ISO (International Organization of Standardization) standards as a countermeasure to increasing global fraud.

NASPO Class II Certification verifies that the Meyercord facility has successfully completed a comprehensive Security Risk Management Audit and is compliant with the documented best practices in risk reduction infrastructure, systems, and techniques that ensure security. The NASPO audit now covers security requirements from ISO to provide security assurance certification on national and international levels.

By maintaining **NASPO Class II** and **ISO 14298:2013** certifications, Meyercord represents trust and credibility in security printing and a level of assurance that both standards and requirements are being met and implemented as intended. **(Figure 4)**



Figure 3. Meyercord's secure printing facility is NASOP Class II and ISO14298:2013 certified

3.9.6 WEST VIRGINIA STAMPS

Meyercord will not use West Virginia stamps as samples or demonstration and inspection in other states without prior written consent of the West Virginia State Tax Division.

3.10 INSPECTION (3.1.1.10) (3.1.2.10)

Meyercord as the industry leader since 1954 adheres to strict quality control standards. Inspection is a key component of our quality control plan. Meyercord's quality control team inspects each stamp order for imperfections and keeps a small portion of each order as a "retain" that can be used for testing if stamp issues are suspected after shipment. Retains are stored in a secure location.

The Agency has the right to reject any stamps upon receipt and inspections that do not meet contract specifications including non-adherence to cellophane or other defects.

Meyercord will pay the transport of any rejected stamps at no expense to the Agency.

Meyercord welcomes authorized West Virginia Tax representatives for inspection purposes.

3.11 UNDERRUN (3.1.1.11)

Meyercord will not underrun any stamp order. Any partial rolls of stamps and/or damaged or imperfect stamps will be destroyed. Meyercord will provide the Agency with an affidavit of destruction within 10 business days.

3.12 DISPOSAL OF STONE AND PLATES (3.1.1.12)

All drawings, engravings, layout sheets, impression cylinders, and plates remain the property of the Agency and will be held for destruction upon contract completion.

All cylinders are stripped and destroyed.

The agency is welcome to witness the destruction of all stamp materials.

3.13 ACCOUNTING (3.1.1.13)

A full and accurate accounting will be made to the Agency for all spoiled paper, stamps, and manufacturing materials. Artwork, stamp designs, cylinders, and the like will be used solely for this contract and any subsequent contract. Materials related to the manufacture of the Agency's tax stamps are stored securely and protected by access controls. Upon completion of this order, upon the termination of this contract, or at any time the Agency desires, all artwork, stamp designs, and cylinders will be destroyed and disposed of as directed by the State.

A complete and accurate accounting of each stamp, all special paper, and any other materials used in the production of these stamps will be given to authorized representatives of the Agency at any time upon request. Inspection of the plant and all records and books of account will be allowed at any time upon request by authorized representatives of the Agency.

Meyercord will provide the Agency, any records, materials, and contract information upon request.

Production personnel are not permitted to enter or leave the building or part of the building where stamps are produced without complete confidence that production materials are accounted for. Meyercord takes every precaution to prevent counterfeit or illegal production for any other purpose than those of the Agency.

We provide more information on our strict accounting processes in our Confidential Statement.

3.14 STAMP APPLYING MACHINES (3.1.1.14)

These solicitation requirements are not applicable. The requirements pre-date the current contract. Stamp providers no longer provide stamping machines.

Meyercord does not provide or lease the stamping machines or provide maintenance for these machines. However, we have cultivated commercial relationships with HSVM manufacturers. Through these relationships, we ensure that machines are optimized for

the FUSON® thermal applied stamps. We facilitate training and support sessions with HSVMs for Agency distributors. The Agency benefits from this collaboration through optimizations, troubleshooting, and enhanced product testing.

Successfully applied more than 12 billion times annually, the FUSON® tax stamp has an unequalled record of success with various application equipment manufacturers, including high-volume, low-volume tax-stamp, and hand stamping application equipment.

Meyercord Revenue warrants that its FUSON® Thermal Applied Tax Stamp is designed and manufactured to ensure proper adhesion, through high-speed application with stamp application equipment manufactured by both USI (UNITED SILICONE) and RedStamp.

We present letters of compatibility with both USI and RedStamp HVSM's in ***Figures 5 and 6.***



3800 Patterson Ave SE, Grand Rapids, MI 49512
616-878-7771
www.redstampinc.com

1/18/2023

To whom it may concern,

REDSTAMP is a leading provider of high-volume stamping equipment ('HVSM') used by authorized wholesalers to apply cigarette excise tax stamps to packs of cigarettes. REDSTAMP has provided excise tax stamp application solutions for more than 20 years, with HVSM products and services offered for use with the FUSON® Tax Stamp deployed in U.S. states that have such tax stamp programs.

REDSTAMP has established a strategic partnership with SICPA Product Security LLC, and, its subsidiary, Meyercord Revenue. Meyercord Revenue is the leading provider of cigarette excise tax stamps to State and Local jurisdictions in the United State and across the globe. REDSTAMP and SICPA/Meyercord worked closely to collaboratively develop solutions and maintain a formal cooperation agreement to ensure that REDSTAMP HVSM products are compatible with SICPA/Meyercord Revenue Tax stamp offerings. This close partnership has enabled State authorized stamping agents to efficiently and effectively apply the FUSON® excise tax stamps for all US States with cigarette tax stamp programs.

I appreciate the State's consideration of this letter and would welcome an opportunity to directly answer any questions regarding our strong and unequivocal recommendation of Meyercord Revenue.

Sincerely,



Tim Vetter
President and CEO
Redstamp Inc.

Figure 5. Meyercord's FUSON® Stamps are REDSTAMP Compatible



12/5/22

To whom it may concern,

United Silicone (USI) is a leading provider of high-volume stamping equipment ("HVSM") used by authorized wholesalers to apply cigarette excise tax stamps to packs of cigarettes. USI has provided excise tax stamp application solutions for more than 25 years, with HVSM products and services offered for use with the FUSON® Tax Stamp deployed in U.S. states that have such tax stamp programs.

USI has established a strategic partnership with SICPA Product Security LLC, and, its subsidiary, Meyercord Revenue. Meyercord Revenue is the leading provider of cigarette excise tax stamps to State and Local jurisdictions in the United State and across the globe. USI and SICPA/Meyercord worked closely to collaboratively develop solutions and maintain a formal cooperation agreement to ensure that USI HVSM products are compatible with SICPA/Meyercord Revenue Tax stamp offerings. This close partnership has enabled State authorized stamping agents to efficiently and effectively apply the FUSON® excise tax stamps for all US States with cigarette tax stamp programs.

I appreciate the State's consideration of this letter and would welcome an opportunity to directly answer any questions regarding our strong and unequivocal recommendation of Meyercord Revenue for this award.

Sincerely, *Lee Humphries*

Lee Humphries
NA Sales and Service Manager
United Silicone / US Tax Stamp Division
4471 Walden Avenue, Lancaster, NY 14086
Mobile: +1 919-842-7643 | Fax: +1 630-597-2454
Email: lhumphries@itwids.com

Figure 6. Meyercord's FUSON® Stamps are USI Compatible

3.15 PROTECTION (3.1.1.15)

Meyercord FUSON® Thermal Applied stamps contain proven security features to guard against illegal reproduction and counterfeiting.

We provide more information regarding Protection in our Confidential Statement.

3.16 SHIPMENT (3.1.1.16)

Meyercord provides shipments to the Agency at Meyercord expense, and each shipment is insured at production replacement value.

4 CONTRACT ITEM 2: QUANTITY: SHEETS OF 150 STAMPS FOR 20'S

SHEETS OF 150 TAX STAMPS

4.1 QUANTITY AND PRICE 3.1.2.1.1

Meyercord provides our price per sheet of 150 tax stamps manufactured and packed to specifications of this solicitation in the pricing section of the solicitation response located in WvOasis.

4.2 TYPE AND APPLICATION 3.1.2.2

Meyercord FUSON® thermal stamps are manufactured by gravure printing processes. Gravure printing is a high-quality, high-volume printing process that is ideal for printing cigarette tax stamps; the intaglio process means that the image is engraved into a printing cylinder. The ink is then transferred from the cylinder to the substrate, which is typically paper, foil, cellophane, or polypropylene.

Meyercord combines the Gravure printing method with proprietary security inks, and comprehensive security features such as UV fluorescence, forensics, anti-copy, and proprietary machine-readable markers in our FUSON® Thermal Applied Tax Stamps. FUSON® thermal applied tax stamps consist of at least five layers to deter counterfeiting and fight fraud.

Benefits of Gravure Printing for Cigarette Tax Stamps

High Quality: Gravure printing produces high-quality images with sharp details and vibrant colors. This is important for cigarette tax stamps, which need to be easily legible and visually appealing.

High Volume: Gravure printing is a high-volume printing process, which makes it ideal for consistent production of large quantities of cigarette tax stamps.

Meyercord Advantage

-  Gravure printing process
-  Safety tint lettering
-  5 Layers
-  10 Digit unique serial number
-  12B Applications annually nationwide
-  Compliant with stamp machine manufacturers

Security Features: Gravure printing can be used to incorporate security features into cigarette tax stamps. We provide more information on our security features in our Confidential Statement.

Gravure printing is a high-quality, high-volume printing process that is well-suited for printing cigarette tax stamps. The process can produce fine details, making it ideal for printing complex security features. Gravure printing is also a very consistent printing process, which can help to ensure that all the stamps are printed accurately.

Gravure printing is not easily reproduced and is easily authenticated in the field. Meyercord provides complimentary training to Agency representatives and law enforcement to make authentication simple. Meyercord purposefully utilizes the Gravure method of printing because it is the highest standard of workmanship for the long runs, required by the Agency.

4.3 SIZE, DESIGN AND COLORS 3.1.2.3.1

Meyercord's FUSON® Thermal Stamps can be designed and configured using a broad range of background colors and character colors. The following color combinations ensure that FUSON® Thermal Stamp for the agency, is unique and easily distinguishable from nearby localities.

The stamp provided to the agency contains at **least three distinctive colors** exclusive of half-tones, ben day effects, shades, tints, or color tones. Safety Tint-Lettering is not considered a color. The West Virginia stamp is irregular in shape and outline, measuring ½" x ½." The words "State of West Virginia 20 Cigarette Tax Stamp" are printed on the stamp. Meyercord will provide training upon request.

Meyercord provides more information on Size, Design, and Colors in our Confidential Statement.

4.3.1 STAMP DESIGN SAMPLES FOR CONTRACT ITEM 2 (3.1.2.3.2)

Meyercord is pleased to offer four design samples to the Agency for consideration. Upon contract award, Meyercord will collaborate with the Agency to provide final design proofs for approval.

Meyercord provides more information on Stamp Designs in our Confidential Statement.

4.4 NUMBERING 3.1.2.4

Each stamp for the Agency is serially numbered across the face of each stamp. After printing, each FUSON® roll is serialized with a legible code consisting of five (5) alpha-numeric characters as the stamp number. For the Agency, Meyercord will provide a second row of five (5) alpha-numeric characters corresponding to the stamp number within the pad and when combined, will create a unique identifier that pairs the stamp number to the serial number for pads contained within a sheet.

4.5 LAYOUT AND PACKING 3.1.2.5

Meyercord provides stamps for contract item 2, in sheets containing 150 stamps per sheet, 10 sheets per pad, 10 pads per box properly sealed, wrapped in waterproof paper, and placed in cardboard boxes with 10 boxes per carton and labelled in accordance with contract requirements. (Figure 7)

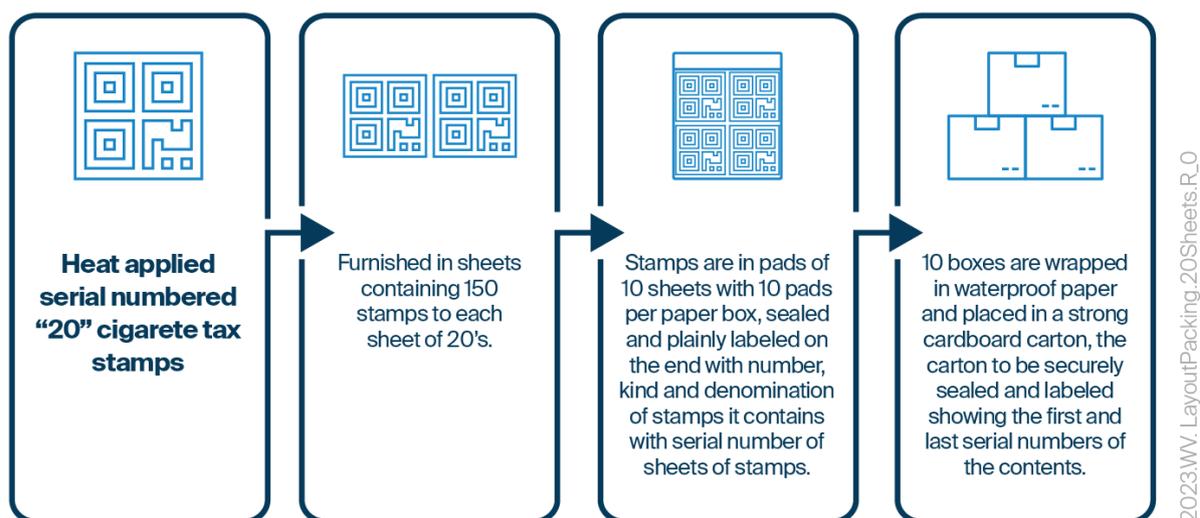


Figure 7. Meyercord meets Agency requirements for layout and packing for contract item 2

4.6 PAPER 3.1.2.6

The choice of paper is a critical component of FUSON® tax stamps. FUSON® Stamps are printed on a **unique, safety tinted, security mill controlled, colored**, super calendar paper

We provide more information on the paper sourced by Meyercord in our Confidential Statement.

4.6.1 SAFETY TINT LETTERING

The paper is processed with a special safety tint lettering approved by the Agency that is printed on the stamp and is **extended on print voids between stamps**.

We provide more information on Safety Tint Lettering in our Confidential Statement. All spoiled paper and stamps are strictly accounted for and are kept in a secure depository until destroyed in the presence of an authorized representative of the state.

Meyercord will provide the state with an affidavit for any stamps that are destroyed in accordance within 10 days of destruction.

4.6.2 PAPER AND STAMP SAMPLES

Meyercord provides the Agency with paper and stamp samples in accordance with solicitation requirements. Samples were sent via FedEx with tracking number 649905479237.

4.7 MATERIALS 3.1.2.7

Meyercord uses the safest, and most effective inks to deliver the best quality possible. Our proprietary ink formulations deliver overt, semi-covert, and covert security features. We agree to use appropriate chemicals in the inks to aid the Agency in detecting counterfeit stamps.

4.8 WORKMANSHIP 3.1.2.8.1

Meyercord FUSON® Thermal Applied Stamps are successfully applied over 12 billion times annually. Our stamps are applied nationwide for state customers, including West Virginia. We work closely with HSVM manufacturers to ensure that our stamps are compatible for high volume stamping. The stamps are resistant to tampering, illicit reproduction, and lifting by straight edge or tacky products such as tape. The stamp is designed to self-destruct if tampered with after adhesion to the intended surface while maintaining its integrity during the normal stamping process. FUSON® Stamps are printed using the Gravure method, through an intaglio process where cylinders are engraved, and images are transferred to a stamp carrier such as the highly secure paper sourced by Meyercord.

We provide more information on Workmanship in our Confidential Statement.

4.9 PRODUCTION CONTROL 3.1.2.9

Please, refer to **Section 3.9** for information on Meyercord production controls. Meyercord's strict production controls are applicable to both stamp types.

4.10 INSPECTION 3.1.2.10

Please, refer to **Section 3.10** for information on inspections. This section is applicable to all stamp types.

4.11 UNDER-RUN 3.1.2.11

Please, refer to Section 3.11 for information underrun. This section is applicable to all stamp types.

4.12 DISPOSAL OF STONE AND PLATES 3.1.2.12

Please, refer to Section 3.12 for information on Disposal. Disposal processes are applicable to all stamp types.

4.13 ACCOUNTING 3.1.2.13

A full and accurate accounting will be made to the Agency for all spoiled paper, stamps, and other materials. Artwork, stamp designs, cylinders, and the like will be used solely for this and any subsequent order. Upon completion of this order, upon the termination of this contract, or at any time the State desires, all artwork, stamp designs, and cylinders will be destroyed and disposed of as directed by the State.

A complete and accurate accounting of each stamp, all special paper, and any other materials used in the production of these stamps will be given to authorized representatives of the Agency at any time upon request. Inspection of the plant and all records and books of account will be allowed at any time upon request by authorized representatives of the Agency.

All shipments are made by a secure bonded, insured, and prepaid carrier, and Meyercord Revenue will ensure the safe and proper delivery of the Agency's stamps.

Production personnel are not permitted to enter or leave the building or part of the building where stamps are produced without complete confidence that production materials are accounted for. Meyercord takes every precaution to prevent counterfeit or illegal production for any other purpose than those of the Agency.

We provide more information on our strict accounting processes in our Confidential Statement.

4.14 STAMP APPLYING MACHINES 3.1.2.14

Please, refer to Section 3.14, Stamp Applying Machines information is applicable to all stamp types.

4.15 PROTECTION 3.1.2.15

Meyercord FUSON® Thermal Applied stamps contain proven security features to guard against illegal reproduction and counterfeiting.

We provide more information on Protection in our Confidential Statement.

4.16 SHIPMENT 3.1.2.16

Please, refer to Section 3.16 Shipment Information does not differ by stamp type.

5 CONTRACT AWARD

5.1 PRICING SECTION

Meyercord submits our pricing in accordance with Section, **4.2 Pricing Section** of the solicitation.

6 ORDERING AND PAYMENT

Meyercord accepts orders through wvOasis, regular mail, facsimile, email, and other written forms of communication.

We provide more information on Ordering and Payment in our Confidential Statement.

6.1 PAYMENT

Meyercord will accept payment in accordance with the payment procedures of West Virginia.

7 DELIVERY AND RETURN (6)

7.1 DELIVERY (6.1)

Meyercord will ship orders direct to the West Virginia State Tax Division, 1001 Lee Street, Charleston, West Virginia 25301 before 10:00AM.

Stamps will be delivered to the vault with the highest serial number first to the lowest serial number first.

We will contact Cliff Wilkinson (304-558-8621) of the Tax Account Administration prior to printing and again prior to shipment.

Meyercord will provide a proof within 10 business days after award of contract and prior to printing.

7.1.1 DELIVERY TIME (6.2)

Meyercord will deliver standard orders within 45 days of order receipt. We will deliver emergency orders within 20 working days of order receipt. All orders will be shipped in accordance with contract requirements and orders will not be held until a minimum delivery quantity is met.

7.1.2 LATE DELIVERY (6.3)

Meyercord will inform the Agency in writing if orders will be delayed for any reason.

7.1.3 DELIVERY PAYMENT/RISK OF LOSS (6.4)

Standard order delivery shall be F.O.B. destination to the Agency's location. Shipping costs are included in the price submitted to the Agency.

Delivery costs are to be paid by the Agency.

Meyercord will invoice those costs as a separate charge.

7.1.4 RETURN OF UNACCEPTABLE ITEMS (6.5)

Meyercord will make arrangements within 5 days to return and reimburse the Agency for delivery expenses. Meyercord will replace any non-compliant items at no additional charge to the Agency.

7.1.5 RETURN DUE TO AGENCY ERROR (6.6)

Meyercord will not charge a restocking fee for stamps returned due to agency error.

8 VENDOR DEFAULT (7)

Meyercord accepts that failure to provide contract items, comply with specifications and requirements, remedy deficient performance or to comply with laws, rules and ordinances under this contract can result in the following corrective actions:

- Immediate Cancellation of Contract
- Immediate Cancellation of One Or More Release Orders Under the Contract
- Other Remedies Available by Law or Equity

9 MISCELLANEOUS (8)

9.1.1 SUBSTITUTIONS

Meyercord will only supply the contract items submitted in this response unless a contract modification is approved by the Agency.

9.1.2 VENDOR SUPPLY

Meyercord will maintain sufficient inventory of the contract items to meet contract requirements. Meyercord certifies that we can supply the contract items contained within this proposal response.

9.1.3 REPORTS

Meyercord will provide quarterly reports and annual summaries to the Agency demonstrating quantity and items purchased, and total dollar value. We will provide additional reports as requested by the agency.

9.1.4 CONTRACT MANAGER

Meyercord provides a dedicated contract manager for the Agency's contract. Mr. Alberto De La Serna (Alberto), has over 10 years of experience dedicated to servicing our State customers, is your primary contract manager and is responsible for overseeing the responsibilities of this contract. Alberto will be available during normal business hours to address any questions or concerns related to this contract.

Contract Manager	Alberto De La Serna
Telephone Number	630 682-6230
Mobile Number	703-232-9487
Fax Number	630-682-6319
Email Address	Alberto.Delaserna@sicpa.com

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

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

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

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

(Company)



(Signature of Authorized Representative)

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

(Phone Number) (Fax Number)

(Email Address)

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.

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

Term Contract

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

the contract will continue for _____ years;

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

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

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

Other: Contract Term specified in _____

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

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

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

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

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

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

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

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: _____ per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

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

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

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

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

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

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hugh Wood Inc, New York 45 Broadway 8th Floor New York NY 10006	CONTACT NAME: PHONE (A/C, No, Ext): 212-509-3777		FAX (A/C, No):
	E-MAIL ADDRESS: Insurance@hughwood.com		
INSURED Meyercord Revenue, Inc. 475 Village Drive Carol Stream, IL 60188-1830	SICPSEC-01		INSURER(S) AFFORDING COVERAGE
	INSURER A : Zurich American Insurance Co		NAIC # 16535
	INSURER B : Hartford Underwriters Ins Co		30104
	INSURER C : American Guarantee & Liability		26247
	INSURER D : United States Fire Ins Company		21113
	INSURER E : Travelers Casualty & Surety Co		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 894868747

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded\$54,945 Other <input checked="" type="checkbox"/> Ded \$5,495 BI GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO3373728	5/1/2023	5/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			10UECZP6565	4/30/2023	4/30/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC03373739	5/1/2023	5/1/2024	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4087447857	3/31/2023	3/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A E	Professional Liability Crime: Employee Theft Cyber Liability			EOC435923213 105766856	5/1/2023 5/1/2023	5/1/2024 5/1/2024	Limit & Aggregate Each Loss Each Claim	\$10,000,000 \$3,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\$1M xs \$1M Excess Liability excess of Automobile Liability and Employers Liability - Westfield Specialty Ins. Co. - Policy #LXS-329309F-00
 \$5M xs \$5M Excess Cyber Liability - Homeland Insurance Company of New York - Policy #7200007680001 included in above Cyber Liability limit.

The State of West Virginia is included as additional insured with respect to General Liability and Auto Liability as required by a written contract and in accordance with the policy limits, terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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