



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

Request for Quotation

RFQ NUMBER
TAX10012

PAGE
1

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

2010 MAR 30 A 9:41

VENDOR

*709064105 800-242-4995
 WELDON WILLIAMS & LICK INC
 PO BOX 168
 FORT SMITH AR 72902-0168

SHIP TO

DEPARTMENT OF TAX AND REVENUE
 OPERATIONS DIVISION
 BUILDING 1, ROOM W417
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0845 304-558-0761

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/23/2010				

BID OPENING DATE: **04/29/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		255-20	\$.247 per sheet	\$18,278.00
				<p>OPEN-END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA STATE TAX DEPARTMENT, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE MULTIPLE DENOMINATIONS OF SOFT DRINK STAMPS PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 04/13/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>These Prices are F.O.B. Destination with the most economical surface transportation allowed</p> <p>*SHIPMENT FROM FORT SMITH CAN BE MADE IN 25-35 WORKING DAYS AFTER WE RECEIVE FINAL OK TO GO TO PRESS</p>		
				<p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE</p>		

RECEIVED
 2010 APR 28 A 9:54
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Christina Baker</i>	TELEPHONE 479-783-4113	DATE 4/26/10
TITLE Customer Service Rep.	FEIN 71-0188290	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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

INSTRUCTIONS TO BIDDERS

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



*Meeting your Custom Security
Printing needs Since 1898.*

April 26, 2010

Via Federal Express SOS

State of West Virginia
Dept. of Administration
Purchasing Division
Attn: Shelly Murray
2019 Washington Street E
Charleston, WV 25311-2214

Re: RFQ No.: TAX10012
Due 4/29/10 by 1:30 PM

Dear Ms. Murray:

Thank you for the opportunity to provide you a quote on the printing of your Soft Drink Stamps. Enclosed is our pricing.

Please contact us if any additional information is needed.

Cordially,



Christine Baker

/rjd
Enc.

Weldon, Williams & Lick, Inc.
Shipping Address 711 North A Street 72901 - 2121
Mailing Address P.O. Box 168 72902 - 0168
Fort Smith, Arkansas, U.S.A.
479-783-4113 • 800-242-4995 • FAX 479-783-7050
www.wwlinc.com



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Shipping Address: 711 North A Street 72901-2121

Mailing Address: P.O. Box 168 72902-0168

Fort Smith, Arkansas, U.S.A.

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www.wwlinc.com

SECURITY AT WW&L

DESCRIPTION

Our entire production and storage facilities are in two sprinklered and electronically monitored facilities. Communication between the facilities is via redundant, broadband connections. Entrances are guarded against unauthorized entry by electronic recording turnstiles, cameras and an alarm system. We have available on our premises complete vault storage for any spoiled sheets, strike sheets and samples, and if you wish, you or your personnel could witness their destruction. All paper, plates, artwork and foil that are not shipped to you are destroyed on our premises. Nothing leaves our facilities unless shipped to a customer, or shredded or destroyed in some manner.

Video cameras are strategically placed at outside entrances, in work areas, and in our employee parking lots, so that all entrance and exit movement, work areas, and the perimeter of our facilities, can be viewed at all times. Our cameras operate 24 hours a day, seven days a week. If any fire door or window is opened, an alarm is set off.

WW&L employees are fully bonded and trained to be security conscious and are issued an electronic RFID badge that includes a picture ID. For an employee to enter our facilities, they first must scan their badge at a location on the outside of each entrance. The badge sends a signal to our alarm system that releases the door lock just long enough for the employee to open and enter the door. Once through the outer doors, the employee must go through an inside turnstile. Like the outer doors, these inside turnstiles are also electronically badge-actuated. Again, the alarm system releases the turnstile just long enough for a person to enter and then it locks back down. No one can enter or leave our facilities without scanning their badge at a turnstile. This entry and exit information – the badge number, date, time, and name of the person – is recorded and stored into daily reports that are kept by us for a period of five years.

Visitors are required to log in at the front door entrance where an identifying badge is issued if they are entering our facility. The badge number and name of the person are recorded, and without this badge, the ability to enter or exit our facilities is not possible. In addition, all visitors must be escorted by an employee while in our facilities, and must relinquish their badge before leaving.

Our shipping docks are also very secure with all outside and inside warehouse doors being electronically controlled. The large inside warehouse doors are kept closed except when loading a truck and are “see-through” so that any activity outside of the doors can be viewed. Package couriers, if in our plant for an extended amount of time, are required to be issued an ID badge and to wear a special vest to identify them as a visitor.

CONCLUSION

Because of our long-standing experience in producing high face value printing, WW&L is uniquely equipped to offer you complete security. We would be pleased to have your Security Officer or other designated individual tour our facilities to review and approve our security procedures.



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304-558-8801

S U P P L I E R

*709064105 800-242-4995
WELDON WILLIAMS & LICK INC
PO BOX 168

FORT SMITH AR 72902-0168

S H I P T O

DEPARTMENT OF TAX AND REVENUE
OPERATIONS DIVISION
BUILDING 1, ROOM W417
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0845 304-558-0761

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/23/2010				

BID OPENING DATE: **04/29/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chris Gunn</i>	TELEPHONE 479-783-4113	DATE 4/26/10
TITLE Customer Service Rep.	FEIN 71-0188290	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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RFO NUMBER
TAXI0012

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<p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Christina Baker</i>	TELEPHONE 479-783-4113	DATE 4/26/10
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<p>SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>PASS THROUGH PRICE INCREASES WILL BE CONSIDERED AT TIME OF CONTRACT RENEWAL ONLY.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Christine Baker* TELEPHONE **479-783-4113** DATE **4/26/10**

TITLE **Customer Service Rep.** FEIN **71-0188290** ADDRESS CHANGES TO BE NOTED ABOVE

TAX10012

WEST VIRGINIA STATE TAX DEPARTMENT
TAX ACCOUNT ADMINISTRATION DIVISION

SPECIFICATIONS FOR THE
MANUFACTURE OF SOFT DRINKS TAX STAMPS

General Provisions

This contract is for procurement of pressure sensitive decalcomania soft drinks stamps for the West Virginia State Tax Department, Tax Account Administration Division (TAAD).

1. QUANTITY AND PRICE: Estimated annual quantities and denominations will be indicated on the cost sheet of the request for quotation. Bidders must submit net price per sheet of one hundred stamps per sheet. Stamps are to be manufactured and packed according to specifications.

This contract is an open end contract. The quantities in the request for quotation are for estimated annual usage and for bidding purposes only. Actual orders will be placed to the awarded vendor with a WV-39 Release Order and may be more or less than the annual estimated quantities. This contract will be awarded for one year with the option for two (2) one (1) year renewals under the same terms, conditions and pricing as the original contract. Price increases may be considered at the time of renewal but must be demonstrated as pass through costs only.

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

Description of Stamps

3. SIZE: Stamps shall be one-half inch by three-fourths inch (1/2" x 3/4") in size.
4. DESIGN: The design shall be in accordance with the requests made by an authorized agent of the West Virginia Tax Department, but shall be furnished by the successful bidder. This design remains the exclusive property of the West Virginia Tax Department. The face of the stamp shall contain a secret mark known only to the manufacturer and to the West Virginia Tax Department or its authorized agent. The successful bidder shall supply proof showing design, color and size of the stamp before manufacture of said stamp is commenced.
5. NUMBERING: Each sheet of stamps is to bear a serial number on the face of the sheet or binding stub of each sheet, the range of which shall be designated by an authorized agent of the West Virginia Tax Department and will be noted on the order(s) when submitted to the vendor.
6. COLOR: Stamps shall be manufactured in a color to be selected by the West Virginia Tax Department. No substitution will be allowed except by expressed written permission of an authorized agent of the West

Virginia Tax Department.

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

The name and address of the manufacturer of paper stock proposed to be used shall be submitted by each bidder with the bid. All spoiled paper stock and scraps shall be destroyed and destruction notice shall be filed with the West Virginia Tax Department.

8. MATERIALS: All colors, ink and other ingredients used in the manufacture of the stamps shall be of the highest and best grade of materials. The manufacturer agrees to use certain chemicals in the inks or fibers within the paper to aid the West Virginia Tax Department in detecting counterfeit stamps.

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

For additional product security, the West Virginia State Tax Department requires that the product be printed with an image using a clear varnish not easily seen except when exposed to an ultraviolet light, emitting between 355 and 400 nanometers wavelength. When exposed to an ultraviolet light source, the image should fluoresce red in the visible light spectrum at approximately 615 nanometers, and thus be easily viewed without any additional aid. While ultraviolet varnishes are commonly found in yellow, green and orange, **red is required due to the difficulty in reproduction by counterfeiters.**

9. WORKMANSHIP: All stamps furnished under these specifications must be pressure sensitive decalcomania stamps of an approved quality. Other lithographed layer built or composite film transfer steel engraved stamps will be considered. The stamps shall be manufactured of a toughness and thickness sufficient to enable them to be quickly and easily transferred to the package or container. They must be guaranteed neither to break up 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.

Packing

10. STITCHING: Stamps are to be manufactured one hundred (100) stamps to each sheet and are to be wire-stitched in pads of 10 sheets per pad.
11. BOXING: Stamps are to be packed ten (10) pads in waterproof seal to a paper box with a box size to be 6" x 10", each box to be properly sealed with reinforced security tape. These boxes must be plainly labeled on the end showing the number, kind and denomination together with the first and last serial numbers of the stamps it contains. Ten of these boxes are to be wrapped in waterproof paper and placed in a strong, double-walled corrugated cardboard carton. The carton must be securely sealed with reinforced security tape and labeled showing the first and last serial numbers of the stamps it contains.

12. PACKAGING AND SPECIAL INK REQUIREMENTS: To ensure that the end products are not damaged, stolen or altered in transit, products that ship to the WV State Tax Department must be shipped using the following specifications:
- A. Shipping cartons must be double-walled corrugated boxes.
 - B. Boxes must meet the following specifications:
 - a. Burst Test must be a minimum of 275 lbs. per sq. inch.
 - b. Min. Comb. Wt. Facing must be a minimum of 110 lbs. per M sq. feet.
 - c. Gross Weight Limit must be a minimum of 110 lbs.
 - C. Shipping cartons must contain a label listing the quantity and the beginning and ending numbers of the printed materials contained therein. Breaks in any continuous-feed stock should be at a minimum with any breaks plainly labeled on the out of the box.
 - D. Cartons must be sealed with security tape that is printed with bidder's name. Security tape must be 3 mil. 3" 260 grade reinforced custom printed security tape.
 - E. If it is found that the sealed security tape is broken or torn, or the West Virginia State Tax Department feels the box has been tampered with, delivery may be refused. Your assigned representative may be required to travel to the West Virginia State Tax Department at your company's expense to examine and satisfy our concern that no part of the shipment has been tampered with or is missing.
13. INSTRUCTIONS: The successful bidder shall furnish illustrated instruction sheets showing and describing in detail the method of applying decalcomania stamps, the number of instruction sheets to be not less than one to each box of ten thousand (10,000) stamps.
14. PRODUCTION CONTROL: Each bidder must outline in detail in their bid their system of internal controls and security in the process of manufacture to protect the State against theft or unlawful production of pressure sensitive soft drink stamps. These controls must include but not be limited to:

Subcontracting is not permitted for security reasons. The entire manufacturing process including stamp design, mechanical art, cylinder etching, coating base paper stock, printing, numbering, finishing, packing and shipping will be performed in your plant.

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

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

Strict accounting of all paper for the manufacture of stamps for the

West Virginia Tax Department including damaged stamps, spoiled paper, etc., must be maintained. All departments of the plant involved with the manufacturing of tax stamps for the West Virginia Tax Department must be open and accessible to any accredited officials of the State of West Virginia for inspection and complete production audit at all times.

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

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

The West Virginia Tax Department reserves the right to reject any stamps which upon receipt and inspection do not conform to the specifications or which are not readily transferable to cellophane or not sufficiently adhesive or satisfactory in any other respect.

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

The successful bidder shall give an authorized representative of the West Virginia Tax Department free access to the plant at all times during the period of manufacture and/or storage and shall afford to such representative every facility for inspection of the work in process.

The successful bidder shall agree to bear the cost of all necessary travel expenses incurred by the representative whenever it is deemed advisable by the West Virginia Tax Department that an inspection should be made of the plant, when stamps are to be destroyed or when the presence of an agent is required as provided herein.

16. UNDER-RUN: Are not permitted. All partial sheets or stamps and/or any damaged or imperfect stamps must be destroyed. Over-runs will be accepted but not paid for.

The manufacturer is to destroy damaged or imperfect stamps and to evidence such destruction by filing an affidavit with the West Virginia Tax Department within ten business days.

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

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

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

the replacement value.

19. PAYMENT: Each shipment shall be invoiced separately. Payment of invoices will be made in arrears according to all WV State Auditor's Office rules and regulations.

Conditions of Award

20. QUALIFICATIONS OF BIDDER: All phases of the manufacture of the stamps to be furnished to the West Virginia Tax Department must be performed in the bidder's own establishment, including the serial numbering, and must not involve a third party.
21. DELIVERY: Delivery of all orders must be made within 60 days of order placement date. Transportation charges are to be prepaid, F.O.B. Destination, and insured for replacement value. All orders are to be shipped direct to the West Virginia State Tax Department vault, located in the basement of the Revenue Center, 1001 Lee Street East, Charleston West Virginia 25301-1725. Stamps must be delivered to the vault, highest serial number first to the lowest serial number last. Stamps will not be accepted if common carrier cannot deliver to our vault located in the basement.

Shipment(s) must arrive at the Revenue Center before 10:00 A.M., Monday through Friday, to allow ample time for inside delivery completion prior to the end of the workday.

Successful bidder must contact Dee Webb, Tax Unit Supervisor of the Tax Account Administration Division before printing and before shipment of the completed orders.

Phone: (304) 558-8698

E-mail: Dee.L.Webb@wv.gov (Preferred Correspondence)

VENDOR MUST PROVIDE PROOF WITHIN TEN BUSINESS DAYS AFTER RECEIPT OF ORDER(S) AND BEFORE PRINTING.

RFQ# TAX10012

**COST SHEET
SOFT DRINK STAMPS**

ITEM #	TOTAL ESTIMATED STAMPS ANNUALLY	*TOTAL ESTIMATED SHEETS / 100 PER SHEET	DENOMINATION	COST PER SHEET	TOTAL COST ANNUALLY PER ESTIMATED ITEM NUMBER
1.	2,300,000	23,000	\$0.01	\$.247	\$ 5,681.00
2.	200,000	2,000	\$0.04	\$.247	\$ 494.00
3.	200,000	2,000	\$0.10	\$.247	\$ 494.00
4.	200,000	2,000	\$0.15	\$.247	\$ 494.00
5.	300,000	3,000	\$0.20	\$.247	\$ 741.00
6.	1,200,000	12,000	\$0.80	\$.247	\$ 2,964.00
7.	200,000	2,000	\$0.24	\$.247	\$ 494.00
8.	200,000	2,000	\$0.32	\$.247	\$ 494.00
9.	200,000	2,000	\$0.36	\$.247	\$ 494.00
10.	200,000	2,000	\$0.38	\$.247	\$ 494.00
11.	200,000	2,000	\$0.40	\$.247	\$ 494.00
12.	200,000	2,000	\$0.48	\$.247	\$ 494.00
13.	200,000	2,000	\$0.60	\$.247	\$ 494.00
14.	1,200,000	12,000	\$0.80	\$.247	\$ 2,964.00
15.	200,000	2,000	\$2.00	\$.247	\$ 494.00
16.	200,000	2,000	\$4.00	\$.247	\$ 494.00

TOTAL ESTIMATED ANNUAL COST \$ 18,278.00

**WELDON, WILLIAMS & LICK
711 NORTH A STREET
PO BOX 168
FORT SMITH, ARKANSAS 72902**

Christine Baker

SIGNATURE

Christine Baker

4/26/10

DATE

SAMPLES

FROM
WELDON, WILLIAMS & LICK

Established 1898
FORT SMITH, ARKANSAS

*"One of America's Outstanding
Printing Plants"*

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

RFQ No. TAX10012

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Weldon, Williams & Lick, Inc.

Authorized Signature: *Christine Baker* Date: 4/26/10
Christine Baker

State of AR

County of Sebastian, to-wit:

Taken, subscribed, and sworn to before me this 26th day of April, 2010.

My Commission expires 1-18, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC *Rhonda J. Downing*

