



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

Request for Quotation

RFO NUMBER
DPS1021

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SECUREMARK DECAL CORP.
 6600 W. ARMITAGE AVE.
 CHICAGO, IL. 60707

SHIP TO

WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED 01/25/2010	TERMS OF SALE 30 days 45 net	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 02/11/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		255-70		
<p>MOTOR VEHICLE INSPECTION DECALS</p> <p>OPEN-END CONTRACT TO PROVIDE MOTOR VEHICLE INSPECTION DECALS FOR THE WEST VIRGINIA STATE POLICE, PER THE SPECIFICATIONS.</p> <p>ALL DELIVERY CHARGES SHALL BE INCLUDED IN THE BID PRICE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL 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</p>						

RECEIVED
 2010 FEB 10 A 10:16
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James Chmura</i>	TELEPHONE 773-622-6815	DATE 2/9/2010
TITLE GENERAL MANAGER	FEIN 680679563	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).



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304-558-2544

VENDOR

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SECUREMARK DECAL CORP.
 6600 W. ARMITAGE AVE.
 CHICAGO, IL. 607070

SHIP TO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
SOUTH CHARLESTON, WV
25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/25/2010	30 days 45 net			

BID OPENING DATE: **02/11/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James Almura</i>	TELEPHONE 773-622-6815	DATE 2/9/2010
TITLE GENERAL MANAGER	FEIN 680679563	ADDRESS CHANGES TO BE NOTED ABOVE

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 6600 W. ARMITAGE AVE.
 CHICAGO, IL. 60707

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 25309 304-746-2141

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<p>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>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEN TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James Shimura</i>	TELEPHONE 773-622-6815	DATE 2/9/2010
TITLE GENERAL MANAGER	FEN 680679563	ADDRESS CHANGES TO BE NOTED ABOVE

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				CHARLESTON, WV 25305-0130		
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT (32)-----</p> <p>RFQ. NO.: DPS1021-----</p> <p>BID OPENING DATE: 2/11/2010-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James Umura</i>	TELEPHONE 773-622-6815	DATE 2/9/2010
TITLE GENERAL MANAGER	FEIN 680679563	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DPS1021 ***** TOTAL:						#1-\$81,310.00
						#2-\$71,092.50

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *James Armura* TELEPHONE 773-622-6815 DATE 2/9/2010
 TITLE GENERAL MANAGER FEIN 680679563 ADDRESS CHANGES TO BE NOTED ABOVE

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

**WEST VIRGINIA STATE POLICE
TRAFFIC RECORDS SECTION**

**GENERAL SPECIFICATIONS AND REQUIREMENTS
FOR INSERT DESIGNATION FOR
USE WITH SAFETY INSPECTION DEVICE**

MONTHLY INSERT DESIGNATIONS: One monthly insert designation will be required for use with each inspection certificate. These monthly inserts are to be furnished in numbers one (1) through twelve (12). The quantity of inserts requisitioned yearly for each of the twelve months will vary. Depending on state's need, the amount can range anywhere from zero to 1,300,000.

Such inserts are to be affixed to the inspection device in the space provided for same. Inserts are to be printed black on clear - such designation to be printed in reverse so they will be face up following application. The inserts 6 and 9 shall be printed with a line under each for easy identification, i.e., 6, 9.

The base material of the inserts is to be one (1) mil transparent Mylar, treated with a pressure-sensitive adhesive that is compatible with both regular glass and plastic laminated windshields. The insert shall be removed in one piece from both types of windshields without the use of a sharp object. Five (5) inserts are to be furnished per strip, and each strip to be scored four (4) times to facilitate quick and easy removal of each insert from the backing sheets.

The overall size of each strip is to be approximately 6 7/8" by 1 1/2". The black printing to be in reverse so as to read right side up if the insert is applied to the inspection device and the so obtained assembly viewed through an automobile windshield from the outside. The printed number shall be 1 1/4" high.

Strips are to be packaged one hundred (100) to a chipboard box and a divider between each 20 strips with each box marked as to quantity.

The contractor shall guarantee that the necessary insert designation will be usable for the purpose intended on the device furnished.

The State of West Virginia reserves the right to inspect the vendor's production facility to determine if production controls can be met.

Inserts 7 thru 12 delivered by April 16 of each contract year.

Inserts 1 thru 6 delivered by September 1 of each contract year.

YEARLY INSERT DESIGNATIONS: The yearly insert designation will be required for use with each inspection certificate. The quantity of inserts requisitioned for each year will vary. Depending on state's need, the amount can range anywhere from zero to 2,300,000.

Such inserts are to be affixed to the inspection device in the space provided for same. Inserts are to be printed black on clear, such designation to be printed in reverse so they will be face up following application.

The base material of the inserts is to be one (1) mil transparent Mylar, treated with a pressure sensitive adhesive that is compatible with the inspection device. The adhesive shall also be compatible with both regular glass and plastic laminated windshields. The insert shall be removed in one piece from both types of windshields without the use of a sharp object. Five (5) inserts are to be furnished per strip, and each strip to be scored four (4) times to facilitate quick and easy removal of each insert from the backing sheets.

The overall size of each strip is to be approximately 6 7/8" by 1 1/2". The black printing to be in reverse so as to read right side up if the insert is applied to the inspection device and the so obtained assembly viewed through an automobile windshield from the outside. The printed number shall be 1 1/4" high.

Strips are to be packaged one hundred (100) to a chipboard box and a divider between each 20 strips with each box marked as to quantity.

The contractor shall guarantee that the necessary insert designation will be usable for the purpose intended on the device furnished.

The State of West Virginia reserves the right to inspect the vendor's production facility to determine if production controls can be met.

2012 yearly inserts will be delivered by September 1, 2010.

SPECIFICATIONS
SPECIAL PRESSURE-SENSITIVE
TRAILER/MOTORCYCLE INSPECTION DECALS

STATE OF WEST VIRGINIA
WEST VIRGINIA STATE POLICE
TRAFFIC RECORDS SECTION

TYPE: Each decal shall be of the single face type, approximately 2 1/2" X 2 1/2" overall size. The successful vendor, following instructions of the State of West Virginia, West Virginia State Police, shall submit single face sketches of the proposed design. The design to be used shall be approved by the West Virginia State Police.

COLOR: The approved design will require the face of the decal be printed in colors selected by the West Virginia State Police.

DETAILS OF MANUFACTURER:

All decals manufactured under these specifications shall be made with colors that are fade resistant for a period of twelve months after the decal has been applied to the wood or metal surface of the trailer or motorcycle. The back of the decal must carry a specially formulated pressure sensitive adhesive that requires no water, solvent or other wetting agent for activation. No activation of the adhesive shall be necessary. The

adhesive shall be of such type that the decal can be quickly and effectively applied in temperatures of 15 degrees F. and above. Over this adhesive must be placed an easily removed slip sheet which will protect the decal until ready for use. It shall be capable of remaining completely so affixed until it is intentionally and manually removed; and when removed, the decal will attain such a tight bond to the surface that it cannot be removed without being destroyed by specific wording or lettering so that it cannot be reused on the wood or metal surface of another trailer or motorcycle

METHOD OF APPLICATION:

1. Remove protective slip sheet from adhesive side of decal
2. Position decal, then squeegee firmly until tightly affixed to surface

TESTING DESCRIPTION:

- Test #1. Dry Heat - The stickers shall be placed onto a glass plate and an attempt made to remove them by means of heat from a hair dryer. Each side shall be heated for a period of four (4) minutes. By means of a scalpel and transmitted heat through the glass, an attempt shall be made to remove the stickers
- Test #2. Detergent and Water - The stickers shall be placed onto a glass plate and immersed into a soapy mixture of dishwashing detergent and hot water. By means of a scalpel, an attempt shall be made to remove the stickers
- Test #3. Glass Cleaner - The stickers shall be placed onto a glass plate and thoroughly sprayed with a brand name glass cleaner, i.e., Windex, Glass Plus, 409, etc. By means of a scalpel, an attempt shall be made to remove the stickers.
- Test #4. Solvent - The stickers shall be placed onto a glass plate, and the corners of the stickers spotted with drops of acetone. By means of a scalpel and additional drops of acetone, as needed, an attempt shall be made to remove the stickers. In cases where this technique is not successful, the stickers shall be soaked with acetone, and the same procedure shall be used in an attempt to remove the stickers.
- Test #5. Cold - The stickers shall be placed onto a glass plate and placed inside a freezer for a period of eighteen (18) hours at a temperature of thirty (30) degrees below zero Fahrenheit. By means of a scalpel, attempt to remove the stickers.
- Test #6. Removal by Hand - The stickers shall be placed onto a glass plate, and an attempt shall be made to remove the stickers by a peeling motion to determine if they self destruct

Test #7. Moist Heat - The stickers shall be placed onto a glass plate and placed into an ESDA humidifier tray for a period of 1 1/2 hours. The initial water temperature shall be seventy (70) degrees Fahrenheit. By means of a scalpel, attempt to remove the stickers.

TEST RESULTS: The sticker must destroy itself by the "VOID" security feature appearing

SAFETY AND SECURITY FEATURES:

The decals shall have built into them security features which shall safeguard the State of West Virginia against counterfeiting. This shall be accomplished by incorporating into the design a secret mark and chemical indicator known only to the manufacturer and to authorized personnel of the West Virginia State Police. This information must be furnished prior to July 1, 2002.

NUMBERING AND PACKING:

The decals shall be consecutively numbered on the face in accurate sequence beginning with the number one(1). Decals shall be packed 500 to a box, and each box shall contain a label which shall show the quantity of decals contained therein and the lowest and highest serial number therein.

MATERIALS:

The trailer/motorcycle decals shall consist entirely of the adhesive backed structure. After removal of the backing paper, the film shall be entirely free of paper. The thickness shall not be more than .004, measured without the backing paper. The adhesive portion of the trailer/motorcycle decal must be securely anchored to the stock which forms the design for the trailer/motorcycle decal and shall be insoluble in water. Before removal of slip sheet, it must not be possible to remove any adhesive at all by violent rubbing with a bare finger. Secure and permanent adhesion of the trailer/motorcycle decal shall be obtained to the following types of surfaces: Bare or painted wood, bare or painted metal, or vitreous enamel. The weathering qualities of the pressure-sensitive decals shall be excellent and when properly mounted to the permanent surface, the pressure sensitive decals shall be virtually unchanged after the following test:

- 1 Four hundred (400) hours exposure in the National Carbon 1-A Accelerated Weathering Unit using sunshine carbons. There shall be no cracking, peeling, or fading after completion of this test.

PRODUCTION CONTROLS:

This bid must be accompanied by a full explanation of the below listed paragraphs and each paragraph must be numbered the same:

- 1 Which the manufacturer proposes to observe within his plant and organization to protect the State of West Virginia and the West Virginia State Police against unlawful production.
- 2 Bidders must designate the means by which they propose to guard against loss of decals both during the process of manufacture as well as during storage
- 3 Secure storage at the contractor's plant must be adequately protected against damage or loss of decals.
- 4 All manufacturing must be done in the contractor's plant
- 5 No part of this contract shall be sublet or subcontracted

SAMPLES: Each bid should be accompanied by twenty (20) samples of the decal similar in type and quality which will be supplied under the above specifications. These sample decals must have been manufactured by the firm submitting the bid. All dimensions must meet West Virginia sample #002 in order to be considered. The vendor upon request from the WVSP will provide the 20 samples within seven (7) days

INSTRUCTIONS FOR MOUNTING TRAILER/MOTORCYCLE DECALS:

The successful bidder shall print instructions on the slip sheet of each decal.

ADDITIONAL DETAILS:

The trailer/motorcycle decals are to be made of three (3) colors. The quantity of decals requisitioned each year can vary according to state's need. The years to be printed on the face of the decals, i.e., 2011-2012, will be furnished by the West Virginia State Police. Any alteration in specifications must have prior approval of the West Virginia State Police before the bid will be considered.

DELIVERY:

Decals to be requisitioned each year, approximately 35,000 to 65,000 will be completely delivered by April 16 of each year's contract

SPECIFICATIONS

REMOVABLE PRESSURE-SENSITIVE MODIFIED VEHICLE INSPECTION DECALS

STATE OF WEST VIRGINIA
WEST VIRGINIA STATE POLICE
TRAFFIC RECORDS SECTION

TYPE: Each decal shall be of the double face type 3 X 5 in overall size. The successful vendor, following instructions of the State of West Virginia, West Virginia State Police, shall submit sketches of the proposed design. The design to be used shall be approved by the West Virginia State Police.

COLOR: The approved design will require that the face of the decal be printed in colors selected by the West Virginia State Police. The reverse side is to be printed in black on a silver background which must be suitable for accepting typing or writing with ballpoint pen or pencil.

DETAILS OF MANUFACTURE:

All decals manufactured under these specifications shall be guaranteed not to fade for a period of twelve months after the decal has been applied to the vehicle windshield. The face of the decal must carry a specially formulated pressure-sensitive adhesive that requires no water, solvent or other wetting agent for activation. No activation of the adhesive shall be necessary. The adhesive shall be of such type that the decals can be quickly and effectively applied in temperatures of 15 degrees F. and above. The adhesive must provide for good adherence to the windshield for the service life of the sticker. The adhesive and film must be compatible with both regular glass windshields as well as anti-laceration windshields. If an attempt is made to remove the sticker for the purpose of reuse, the sticker must destroy itself and the "VOID" feature shall appear on the windshield and in the sticker. The sticker shall be removed from both type windshields, and the adhesive residue "VOID" remaining on the windshield shall be removed with water or window cleaner. It shall be capable of remaining completely so affixed until it is intentionally and manually removed. Removal of the sticker will cause the inspection emblem to destroy itself, and the "VOID" feature shall appear.

METHOD OF APPLICATION:

1. Remove protective slip sheet from adhesive side of the sticker.
2. Position sticker, then squeegee firmly until tightly affixed to windshield.

TESTING DESCRIPTION:

- Test #1 Dry Heat - The stickers shall be placed onto a glass plate and an attempt made to remove them by means of heat from a hair dryer. Each side shall be heated for a period of four (4) minutes. By means of a scalpel and transmitted heat through the glass, an attempt shall be made to remove the stickers.
- Test #2 Detergent and Water - The stickers shall be placed onto a glass plate and immersed into a soapy mixture of dishwashing detergent and hot water. By means of a scalpel, an attempt shall be made to remove the stickers.
- Test #3 Glass Cleaner - The stickers shall be placed onto a glass plate and thoroughly sprayed with a brand name glass cleaner, i.e., Windex, Glass Plus, 409, etc. By means of a scalpel, an attempt shall be made to remove the stickers.
- Test #4 Solvent - The stickers shall be placed onto a glass plate, and the corners of the stickers spotted with drops of acetone. By means of a scalpel and additional drops of acetone, as needed, an attempt shall be made to remove the stickers. In cases where this technique is not successful, the stickers shall be soaked with acetone, and the same procedure shall be used in an attempt to remove the stickers.
- Test #5 Cold - The stickers shall be placed onto a glass plate and placed inside a freezer for a period of eighteen (18) hours at a temperature of thirty (30) degrees below zero Fahrenheit. By means of a scalpel, attempt to remove the stickers.
- Test #6 Removal by Hand - The stickers shall be placed onto a glass plate, and an attempt shall be made to remove the stickers by a peeling motion to determine if they self destruct.
- Test #7 Moist Heat - The stickers shall be placed onto a glass plate and placed into an ESDA humidifier tray for a period of 1 1/2 hours. The initial water temperature shall be seventy (70) degrees Fahrenheit. By means of a scalpel, attempt to remove the stickers.

TEST RESULTS:

The sticker must destroy itself by the "VOID" security feature appearing. Upon removing the sticker, the anti-laceration windshield will not be damaged.

ACCELERATED AGING:

The sticker shall be applied to glass and exposed through glass in a weatherometer in accordance with ASTM G-23, Type E or EH with humidifier off for three hundred (300) hours exposure. There shall be no

blistering, bleeding of colors, fading, delaminating, or other marked changes After one hundred and fifty (150) hours and three hundred (300) hours, attempt to remove the sticker by lifting corner and peeling The sticker must destroy itself by the "VOID" security feature appearing

NUMBERING AND PACKING:

The decals shall be consecutively numbered on the face-side in accurate sequence beginning with #1. Decals shall be packed five hundred (500) to a box Each box shall contain a label which shows quantity of decals contained therein and the lowest and highest serial number therein

PAPER STOCK:

All windshield decals must be manufactured on a special mill-controlled paper. The base material on which the decal is processed shall be a special plastic-coated paper, total weight of 67 plus or minus 3 lb/ream, .0052" thick with tolerance of plus or minus .0005". One side of the paper must be coated with an aluminum bronze-containing ink in such a way that:

This bid must be accompanied by a full explanation of the below listed paragraphs and each paragraph must be numbered the same:

- 1 Opacity - Writing or printing on the back of the device shall not distort or be objectable to the features on the face-side of the decal when viewed in normal use position under average daylight conditions
2. Writing Surface - Writing with ballpoint pen (non-erasable ink) on the backside of the device must adhere securely. When an attempt is made to erase the writing, the aluminum bronze ink shall show signs of tampering
3. The surface of the decal will be protected with a forty-two (42) pound light blue Glassiene paper with controlled silicone coating for easy release. The paper will be translucent enough to allow identification of the serial number and other details of the decal through the liner. The liner will be slit horizontally through the middle

PRODUCTION CONTROLS:

This bid must be accompanied by a full explanation of the below listed paragraphs and each paragraph must be numbered the same:

- 1 Which the manufacturer proposes to observe within his plant and organization to protect the State of West Virginia and the West Virginia State Police against unlawful production of the decal

- 2 Bidders must designate the means by which they propose to guard against loss of decal both during the process of manufacture as well as during storage
- 3 Vault storage at the contractor's plant must be adequately protected against damage or loss of decals.
- 4 All manufacturing must be done in the contractor's plant
- 5 No part of this contract shall be sublet or subcontracted.

SAMPLE: Each bid should be accompanied by twenty (20) samples of the decal identical to the product and quality or similar to specifications. These sample decals must have been manufactured by the firm submitting the bid. All dimensions must meet West Virginia sample #003 in order to be considered. The vendor upon request from the WVSP shall provide 20 samples within seven (7) days.

INSTRUCTION SHEETS FOR MOUNTING MODIFIED VEHICLE DECALS:

The successful bidder shall print instructions on the slip sheet of each emblem

ADDITIONAL DETAILS:

The face of the decal is to be made up of colors selected by the West Virginia State Police. Letters and figures to be black. Reverse side of decal to be black on silver. The quantity of decals requisitioned each year can vary according to state's need. The years to be printed on the face of the emblem, i.e., 2009-2010, will be furnished by the West Virginia State Police. Any alterations in specifications must have prior approval of the West Virginia State Police before bid will be considered.

SAFETY AND SECURITY FEATURES:

The decals shall have built into them security features which will safeguard the State of West Virginia against counterfeiting. This shall be accomplished by incorporating into the design a secret mark and/or chemical indicator known only to the manufacturer and to authorized personnel of the West Virginia State Police. This information shall be furnished prior to July 1, 2002.

DELIVERY DATE:

Between 6,500 to 8,000 decals to be requisitioned each year will be completely delivered by April 16 of each year's contract.

SPECIFICATIONS

REMOVABLE PRESSURE-SENSITIVE VEHICLE INSPECTION DECALS

STATE OF WEST VIRGINIA WEST VIRGINIA STATE POLICE TRAFFIC RECORDS SECTION

TYPE: Each decal shall be of the double face type 4 3/4" X 2 3/8" in overall size. The successful vendor, following instructions of the State of West Virginia, West Virginia State Police, shall submit sketches of the proposed design. The design to be used shall be approved by the West Virginia State Police.

COLOR: The approved design will require that the face of the decal be printed in colors selected by the West Virginia State Police. The reverse side is to be printed in black on a silver background which must be suitable for accepting typing or writing with ballpoint pen or pencil.

DETAILS OF MANUFACTURE:

All decals manufactured under these specifications shall be guaranteed not to fade for a period of twelve months after the decal has been applied to the automobile windshield. The face of the decal must carry a specially formulated pressure-sensitive adhesive that requires no water, solvent or other wetting agent for activation. No activation of the adhesive shall be necessary. The adhesive shall be of such type that the decal can be quickly and effectively applied in temperatures of 15 degrees F and above. The adhesive must provide for good adherence to the windshield for the service life of the sticker. The adhesive and film must be compatible with both regular glass windshields as well as anti-laceration windshields. If an attempt is made to remove the sticker for the purpose of reuse, the sticker must destroy itself and the "VOID" feature shall appear on the windshield and in the sticker. The sticker shall be removed from both type windshields, and the adhesive residue "VOID" remaining on the windshield shall be removed with water or window cleaner. It shall be capable of remaining completely so affixed until it is intentionally and manually removed. Removal of the sticker will cause the inspection decal to destroy itself, and the "VOID" feature shall appear.

METHOD OF APPLICATION:

1. Remove protective slip sheet from adhesive side of sticker.
2. If required, place year tab onto the sticker in area provided.
3. Position sticker, then squeegee firmly until tightly affixed to windshield.

TESTING DESCRIPTION:

- Test #1. Dry Heat - The stickers shall be placed onto a glass plate and an attempt made to remove them by means of heat from a hair dryer. Each side shall be heated for a period of four (4) minutes. By means of a scalpel and transmitted heat through the glass, an attempt shall be made to remove the stickers
- Test #2. Detergent and Water - The stickers shall be placed onto a glass plate and immersed into a soapy mixture of dishwashing detergent and hot water. By means of a scalpel, an attempt shall be made to remove the stickers.
- Test #3. Glass Cleaner - The stickers shall be placed onto a glass plate and thoroughly sprayed with a brand name glass cleaner, i.e., Windex, Glass Plus, 409, etc. By means of a scalpel, an attempt shall be made to remove the stickers
- Test #4. Solvent - The stickers shall be placed onto a glass plate, and the corners of the stickers spotted with drops of acetone. By means of a scalpel and additional drops of acetone, as needed, an attempt shall be made to remove the stickers. In cases where this technique is not successful, the stickers shall be soaked with acetone, and the same procedure shall be used in an attempt to remove the stickers
- Test #5. Cold - The stickers shall be placed onto a glass plate and placed inside a freezer for a period of eighteen (18) hours at a temperature of thirty (30) degrees below zero Fahrenheit. By means of a scalpel, attempt to remove the stickers.
- Test #6. Removal by Hand - The stickers shall be placed onto a glass plate, and an attempt shall be made to remove the stickers by a peeling motion to determine if they self destruct.
- Test #7. Moist Heat - The stickers shall be placed onto a glass plate and placed into an ESDA humidifier tray for a period of 1 1/2 hours. The initial water temperature shall be seventy (70) degrees Fahrenheit. By means of a scalpel, attempt to remove the stickers.

TEST RESULTS: The sticker must destroy itself by the "VOID" security feature appearing. Upon removing the sticker, the anti-laceration windshield will not be damaged.

ACCELERATED AGING:

The sticker shall be applied to glass and exposed through glass in a weatherometer in accordance with ASTM G-23, Type E or EH with humidifier off for three hundred (300) hours exposure. There shall be no

blistering, bleeding of colors, fading, delaminating, or other marked changes. After one hundred and fifty (150) hours and three hundred (300) hours, attempt to remove the sticker by lifting corner and peeling. The sticker must destroy itself by the "VOID" security feature appearing.

NUMBERING AND PACKING:

The decals shall be consecutively numbered on the face-side in accurate sequence beginning with #1. Decals shall be packed five hundred (500) to a box. Each box shall contain a label which shows quantity of decals contained therein and the lowest and highest serial number therein.

PAPER STOCK:

All windshield decals must be manufactured on a special mill-controlled paper. The base material on which the decal is processed shall be a special plastic-coated paper, total weight of 67 plus or minus 3 lb/ream, .0052" thick with tolerance of plus or minus .0005". One side of the paper must be coated with an aluminum bronze-containing ink in such a way that:

This bid must be accompanied by a full explanation of the below listed paragraphs and each paragraph must be numbered the same:

- 1 Opacity - Writing or printing on the back of the device shall not distort or be objectionable to the features on the face-side of the decal when viewed in normal use position under average daylight conditions.
- 2 Writing Surface - Writing with ballpoint pen (non-erasable ink) on the backside of the device must adhere securely. When an attempt is made to erase the writing, the aluminum bronze ink shall show signs of tampering.
- 3 The surface of the decal will be protected with a 42 pound light blue Glassiene paper with controlled silicone coating for easy release. The paper will be translucent enough to allow identification of the serial number and other details of the decal through the liner. The vehicle liner will be slit vertically through the middle.

PRODUCTION CONTROLS:

This bid must be accompanied by a full explanation of the below listed paragraphs and each paragraph must be numbered the same:

- 1 Which the manufacturer proposes to observe within his plant and organization to protect the State of West Virginia and the West Virginia State Police against unlawful production of the decals.

- 2 Bidders must designate the means by which they propose to guard against loss of decals both during the process of manufacture as well as during storage.
- 3 Vault storage at the contractor's plant must be adequately protected against damage or loss of decals
- 4 All manufacturing must be done in the contractor's plant
- 5 No part of this contract shall be sublet or subcontracted

SAMPLE: Each bid should be accompanied by twenty (20) samples of the decal identical to the product and quality or similar to specifications. These sample decals must have been manufactured by the firm submitting the bid. All dimensions must meet West Virginia sample #001 in order to be considered. The vendor upon request from the WVSP shall provide 20 samples within seven (7) days

INSTRUCTION SHEETS FOR MOUNTING VEHICLE DECALS:

The successful bidder shall print instructions on the slip sheet of each decal

ADDITIONAL DETAILS:

The face of the decal is to be made up of colors selected by the West Virginia State Police. Letters and figures to be black. Reverse side of decal to be black on silver. The quantity of decals requisitioned each year will vary according to state's need. The years to be printed on the face of decal, i.e., 2009-2010, will be furnished by the West Virginia State Police. Any alterations in specifications must have prior approval of the West Virginia State Police before bid will be considered.

DELIVERY DATES:

Decals to be requisitioned each year, approximately 1,400,000 to 1,600,000 will be delivered in intervals as follows:

1ST YEAR

FIRST	500,000 (Approximate) April 16, 2010
SECOND	500,000 (Approximate) September 1, 2010
THIRD	500,000 (Approximate) February 1, 2011

2ND CONTRACT YEAR

FIRST	500,000 (Approximate) April 16, 2011
SECOND	500,000 (Approximate) September 1, 2011
THIRD	500,000 (Approximate) February 1, 2012

3RD CONTRACT YEAR

FIRST	500,000 (Approximate) April 16, 2012
SECOND	500,000 (Approximate) September 1, 2012
THIRD	550,000 (Approximate) February 1, 2013

All Stickers and inserts will be warranted to be free from defects in materials or workmanship for a period of twelve (12) months from the Date of Application to the vehicle, trailer or motorcycle. Any defective stickers or inserts will be replaced by the vendor at no charge to the buyer within seven (7) business days of notification to the vendor by the buyer

With stickers and inserts that are serialized the vendor will start with the next sequential number where production stopped. If last sticker serial number was 123456 then the replacements will start with number 123457

Vendors will use the provided quotation form to submit bids. Failure to use the provided form may result in disqualification from bidding process.

There are two quotation Scenarios the First is based on the above shipping criteria and the second is based on a one time shipment of all stickers and inserts

The Scenarios will be evaluated as separate bids by the West Virginia State Police. The Award of the bid will be based on the Vendor meeting all specifications and being low bid for the Scenario selected in the best interests of the West Virginia State Police and the State of West Virginia.

Bid Form DPS 1021

Item #	Description	*Estimated Annual Quantity	Unit Price	Extended Price
1.	Motor Vehicle Inspection Stickers	1,525,000	\$ 0.0382	\$58,255.00
2.	Trailer/Motorcycle Inspection Stickers	75,000	\$ 0.067	\$ 5,025.00
3.	Modified Vehicle Inspection Stickers	11,000	\$ 0.33	\$ 3,630.00
4.	Yearly Inserts	1,500,000	\$ 0.0045	\$ 6,750.00
5.	Numeral Inserts	1,700,000	\$ 0.0045	\$ 7,650.00
			Total	\$ 81,310.00
<p>Failure to use this form may result in disqualification.</p>				
<p>Bidder / Vendor Information:</p> <p>Name: <u>SECUREMARK DECAL CORP.</u></p> <p>Address: <u>6600 W. ARMITAGE AVE.</u> <u>CHICAGO, IL. 60707</u></p> <p>Phone #: <u>773-622-6815</u></p> <p>Email Address: <u>jim@securemarkdecal.com</u></p>				
<p>Contact Coordinator Information:</p> <p>Name: <u>JAMES CHMURA</u></p> <p>Address: <u>6600 W. ARMITAGE AVE.</u> <u>CHICAGO, IL. 60707</u></p> <p>Phone #: <u>773-622-6815 EXT: 203</u></p> <p>Email Address: <u>jim@securemarkdecal.com</u></p>				
<p>*Quantities are estimated annual usage for bidding purposes and bidder's information.</p>				

Bid Form DPS 1021

Item #	Description	*Estimated Annual Quantity	Unit Price	Extended Price
DPS 1021 – SCENARIO #2 – ONE TIME SHIPPING OF ALL STICKERS – APRIL 16TH		BID OPENING: 2/11/2010 1:30 PM		
1.	Motor Vehicle Inspection Stickers	1,525,000	\$.0315	\$ 48,037.50
2.	Trailer/Motorcycle Inspection Stickers	75,000	\$.067	\$ 5,025.00
3.	Modified Vehicle Inspection Stickers	11,000	\$.33	\$ 3,630.00
4.	Yearly Inserts	1,500,000	\$.0045	\$ 6,750.00
5.	Numeral Inserts	1,700,000	\$.0045	\$ 7,650.00
Failure to use this form may result in disqualification.			Total	\$71,092.50
Bidder / Vendor Information:				
Name: <u>Securemark Decal Corp.</u>				
Address: <u>6600 W. ARMITAGE AVE.</u>				
<u>CHICAGO, IL. 60707</u>				
Phone #: <u>773-622-6815</u>				
Email Address: <u>jim@securemarkdecal.com</u>				
Contact Coordinator Information:				
Name: <u>JAMES CHMURA</u>				
Address: <u>6600 W. ARMITAGE AVE.</u>				
<u>CHICAGO, IL. 60707</u>				
Phone #: <u>773-622-6815 EXT: 203</u>				
Email Address: <u>jim@securemarkdecal.com</u>				
*Quantities are estimated annual usage for bidding purposes and bidder's information.				

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: SECUREMARK DECAL CORP.

Authorized Signature: James Chmura Date: 2/8/2010

State of ILLINOIS

County of COOK, to-wit:

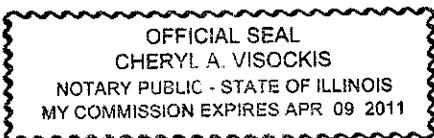
Taken, subscribed, and sworn to before me this 8TH day of February, 2010

My Commission expires 4/9, 2011

AFFIX SEAL HERE

NOTARY PUBLIC

Cheryl A. Visockis



Rev 09/08

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

23

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. NA

1. Application is made for 2.5% resident vendor preference for the reason checked:

NA 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,

NA 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,

NA 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:

NA 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:

NA 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:

NA 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:

NA 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:

NA 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.

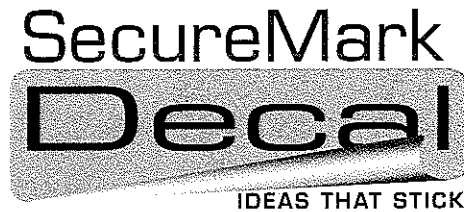
Bidder: SECUREMARK DECAL CORP

Signed: James Chmura

Date: 2/9/2010

Title: GENERAL MANAGER

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



West Virginia RFQ #DPS1021
Production Control

Production Controls

1. Through the use of experienced staff and rigid equipment monitoring, SecureMark Decal Corp. will ensure the equipment will only be utilized for legitimate decal production.
2. By tracking the numbered units printed and processed during shift operations and constant monitoring of the number sequence printed and processed, a tight control is maintained throughout the process. Material waiting shipment is documented and stored in a secure area. Access by secured personnel is made on a daily basis to make sure product awaiting shipment is not disturbed.
3. A secure area is manned by a trusted employee with continual checks made on area integrity.
4. All manufacturing is initiated and completed onsite.
5. There will be no subcontracting of any item or item portions of this project.

Respectfully,

A handwritten signature in black ink that reads "James Chmura". The signature is written in a cursive style with a large, prominent "J" and "C".

James Chmura
General Manager

**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)