

Meyercord Revenue Inc.

A SICPA company SICPA

COST RESPONSE TO

**REQUEST FOR QUOTE #CRFQ 0702
TAX1600000003**

CIGARETTE TAX STAMPS

STATE OF WEST VIRGINIA
Department of Administration, Purchasing Division

December 2, 2015 1:30 PM EST

12/01/15 09:45:45
WV Purchasing Division

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4.2 PRICING SECTION 2

4.2 PRICING SECTION

Meyercord Revenue has been providing the State with its current stamp since implementation in 1998. During this period, Meyercord Revenue has incurred significant increases in raw material, labor and freight costs while pricing for the State has remained relatively low and consistent. Meyercord Revenue strives to standardize its manufacturing process to keep costs down as much as possible and although significant efficiencies have been achieved, they have not offset the increases in raw materials, labor, freight and security.

The pricing Meyercord Revenue is including with this bid is indicative of these cost increases while providing the State with a cost-effective solution for protecting your cigarette tax revenues. Meyercord Revenue will continue to explore ways to improve our cost structure and to provide a quality product at a fair price.

Please find the completed pricing section for line items 1-3 on the following pages. Note, line item 2 incorrectly has sheets of 7,200 (a quantity used for rolls) and Meyercord Revenue has corrected to sheets of 150.

In addition, the solicitation pricing document asks calls for pricing by roll and sheet, however Section 4.2 of the solicitation asks vendors to submit their pricing net per thousand stamps. To accommodate both requests, Meyercord Revenue has also provided pricing per thousand stamps on page 3.

Meyercord Revenue is willing and able to answer any questions the state should have concerning pricing.



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

**State of West Virginia
 Request for Quotation**

Proc Folder: 159208

Doc Description: Addendum #1 Cigarette Tax Stamps

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-11-24	2015-12-02 13:30:00	CRFQ 0702 TAX1600000003	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Meyercord Revenue, Inc.
 475 Village Drive
 Carol Stream, IL 60188
 Direct (630) 682-6271

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
 (304) 558-7023
 stephanie.l.gale@wv.gov

Signature X

FEIN# 20-1697655

DATE 11/30/2015

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

ADDITIONAL INFORMATION:

Addendum #1 issued to:

Provide technical questions and responses.

End of Addendum #1.

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		TAX ACCOUNT ADMINISTRATION TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 3	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301-1725
US		US	


Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Item #1 - 3.1.3.3.1 Rolls of 30,000 for 20's.	0.00000	ROLL	\$24.90	NA - no quantity provided

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Contract Item #1 - 3.1.3.3.1 Rolls of 30,000 for 20's.

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		TAX ACCOUNT ADMINISTRATION TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 3	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301-1725
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	 Contract Item #2 - 3.1.3.3.2 sheets of 7,200 150 for 20's.	0.00000	SH	\$0.525	NA - no quantity provided

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Cigarette Tax Stamps in sheets of 150 for 20's.

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748 CHARLESTON WV25339-1748 US		TAX ACCOUNT ADMINISTRATION TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 3 CHARLESTON WV 25301-1725 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Contract Item #3 - 3.1.3.3.3 Rolls of 7,200 for 25's.	0.00000	ROLL	\$24.90	NA - no quantity provided

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :
Cigarette Tax Stamps in rolls of 7,200 for 25's.

SCHEDULE OF EVENTS		
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due	2015-11-18

TAX1600000003	Document Phase Final	Document Description Addendum #1 Cigarette Tax Stamp s	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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Cost Sheet

CRFQ 0702 TAX160000003 - WV CIGARETTE TAX STAMPS

ITEM DESCRIPTION	Estimated Qty	Price per 1,000	Extended Price
Fuson stamps for Packages of 20 Cigarettes in rolls of 30,000 stamps.	NA	\$ \$0.83	NA
Hand stamp heat applied Cigarettes tax stamps for Packages of 20 cigarettes in sheets of 150 stamps per sheet.	NA	\$ \$3.50	NA
Fuson stamps for packages of 25 Cigarettes in rolls of 7,200.	NA	\$ \$0.83	NA
TOTAL BID	NA	NA	NA

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TECHNICAL RESPONSE TO

**REQUEST FOR QUOTE #CRFQ 0702
TAX1600000003**

CIGARETTE TAX STAMPS

STATE OF WEST VIRGINIA

Department of Administration, Purchasing Division

December 2, 2015 1:30 PM EST

Meyercord Revenue Inc.

A SICPA company SICPA

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Attn: Stephanie Gale
stephanie.gale@wv.gov
(304) 558-7023

December 2, 2015

RE: RESPONSE TO WEST VIRGINIA REQUEST FOR QUOTE #CRFQ 0702 TAX1600000003 CIGARETTE TAX STAMPS

Dear Ms. Gale,

Meyercord Revenue Inc. ('Meyercord Revenue'), a SICPA company, is pleased to provide the State of West Virginia Department of Administration Purchasing Division ('State') with its response to Request for Quote #CRFQ 0702 TAX1600000003 ('Solicitation') for "Cigarette Tax Stamps".

Meyercord Revenue has provided tax stamps to the State of West Virginia for more than 18 years. As the current tax stamp partner to 46 U.S. states and more than 120 jurisdictions, Meyercord Revenue has an unparalleled level of experience and is the only company with an uninterrupted record of successful provision of heat-transfer cigarette tax stamps. Meyercord Revenue represents a reliable, consistent supply of high-quality, highly secure, counterfeit resistant tax stamps for the protection and collection of vital cigarette tax revenues. Meyercord Revenue has established itself as a responsive and responsible supplier to *every state* requiring a heat-transfer tax stamp and has been uniquely able to immediately address all emergency requests from multiple states as recently proven through market events.

Meyercord Revenue not only has a proven track record that fully meets all the criteria specified in this Solicitation, but as a partner to the State, continuously works to provide the highest quality solution to address specific needs. Meyercord Revenue has and will continue to consistently deliver the best service in the industry to West Virginia through the following attributes:

- **DISTINCTLY EXPERIENCED VENDOR** – Meyercord Revenue has shipped more than 5 trillion stamps with an unparalleled level of success over 60 years. Meyercord Revenue leverages this experience and regular customer feedback to continuously enhance product quality and quickly adapt production processes and solutions in order to meet unique and sometimes immediate change requirements from customers.
- **PROVEN, INNOVATIVE TAX STAMP SOLUTION** – Meyercord Revenue's proprietary FUSON[®] cigarette tax stamps support the collection of more than \$14 billion in tobacco tax revenue annually. The highly secure, counterfeit-resistant FUSON[®]

Meyercord Revenue, Inc. 475 Village Drive
Carol Stream, IL 60188-1830 - USA

Tel +1 630 682 6200
Fax +1 630 682 6269

info@meyercord.com
www.meyercord.com

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stamps incorporate multiple layers of overt, semi-covert and covert security features that meet and exceed the CRFQ criteria to enable effective field enforcement while creating a foundation for additional services and track and trace functionalities.

- **UNIQUE ALIGNMENT WITH EQUIPMENT PROVIDERS** – Meyercord Revenue's FUSON® stamps are designed and manufactured to ensure proper adhesion and high-speed application on all types of high- and low-volume stamping machines currently in use by authorized State stamping agents. Meyercord Revenue maintains collaborative arrangements with all stamping machine manufacturers to ensure the continued compatibility with stamping equipment used by wholesalers. As a testament to its success, the FUSON® stamp is applied more than 12 billion times annually and less than 0.00001 percent of the rolls are returned due to quality issues.

To bring greater value to our customers, Meyercord Revenue has developed an additional FUSON®-based stamp fulfilment service. Meyercord Revenue's Direct-to-Distributor (DTD) solution streamlines the delivery of State-approved tax stamp orders to authorized purchasers and provides cash flow optimization for costs currently incurred by the State including secured warehousing, manpower for consignment locations and order fulfilment, insurance for storage and transportation and shipping charges. This easy-to-use platform can be implemented as a full service Web portal or integrated with the State's existing GenTax® ITS solution without imposing a significant transition effort. This ordering, storage and shipping method has been adopted by California, Louisiana, Massachusetts, Mississippi, Nevada, Oklahoma and Washington (and is currently being implemented in Oregon) and is, or will, be integrated with the GenTax® ITS at four of these customers. Meyercord Revenue has not included pricing for this service in this response, but would welcome an opportunity to discuss DTD, at the State's request. Please refer to the Appendix of the Confidential Statement for details.

Meyercord Revenue has responded to all of the technical requirements, demonstrating our ability to comply with all conditions as well as possession of the necessary facilities, equipment, machinery, tools and resources necessary to properly and efficiently carry out the terms of this contract. Per the Solicitation section 3.1.15, Meyercord Revenue has specifically identified the sections that are proprietary or confidential and not subject to open records disclosure. If disclosed, this information would seriously degrade the integrity of Meyercord Revenue's Tax Stamping System, cause substantial injury to the competitive position of Meyercord Revenue and jeopardize the State's cigarette tax revenue stream.

Meyercord Revenue thanks the State for the opportunity to respond to this Solicitation. Please do not hesitate to contact me with any questions at (571) 926-5796 or by email at alex.spelman@sicpa.com.

Sincerely,

Alexander Spelman
Business Development Director
Meyercord Revenue Inc., A SICPA company
alex.spelman@sicpa.com
(571) 926-5796

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3. GENERAL REQUIREMENTS

3.1 CONTRACT ITEMS AND MANDATORY REQUIREMENTS

Meyercord Revenue understands and agrees to the mandatory requirements and will provide the contract items listed within the Solicitation on an open-ended and continuing basis. Contract items will meet or exceed the mandatory requirements as shown in the solicitation.

3.1.1 QUANTITY AND PRICE

3.1.1.1

Meyercord Revenue fully understands and agrees to the Mandatory Requirements and contract items will meet or exceed the mandatory requirements as shown in the solicitation.

3.1.1.2

Meyercord understands and agrees to this specification. Price increases will be considered at the time of renewal and demonstrated as "pass through" cost.

3.1.2 TYPE AND APPLICATION

3.1.2.1

Meyercord Revenue is pleased to provide the State with the maximum security protection available in a heat-transfer tax stamp with the FUSON[®] platform.

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STATES CURRENTLY USING MEYERCORD REVENUE HEAT-APPLIED STAMPS

Please see Table 1 below for a complete list of states currently using Meyercord Revenue's heat-applied tax stamps.

Table 1: Meyercord Revenue Current State Customers and Program Start Date

Meyercord Revenue Current State Clients and Project Start Date		
Alabama – 1993	Kentucky – 1959	Oklahoma – 1958 (DTD)
Alaska – 2003	Louisiana – 1994 (DTD)	Oregon – 1997 (DTD) ***
Arizona – 1997	Maine – 1997	Pennsylvania - 2015
Arkansas – 1997	Maryland – 1957	Rhode Island – 1991
California – 1993 (DTD)	Massachusetts – 1997 (DTD)	South Dakota – 1994
Colorado - 1973	Minnesota – 1998	Tennessee – 1995
Connecticut – 1993	Mississippi – 1961 (DTD)	Texas – 1989
Delaware – 1990	Missouri – 1994	Utah – 1960
Florida – 1988	Montana – 1993	Vermont – 1997
Georgia – 1963	Nebraska – 1994	Virginia – 2015
Hawaii – 2000	Nevada – 1976 (DTD)	Washington – 1964 (DTD)
Idaho – 1963	New Hampshire - 1993	West Virginia – 1997
Illinois – 1996	New Jersey – 1997	Wisconsin- 2015
Indiana – 1958	New Mexico – 1980	Wyoming – 1967
Iowa – 1958	New York – 1980	
Kansas – 1997	Ohio – 1994	

43 states, listed in regular font, currently use the FUSON® tax stamp.

* One state, highlighted in **bold**, has chosen the FUSON OASIS® enhanced heat-applied stamp.

** Two states, highlighted in *blue*, have chosen the SICPATRACE® pressure applied track & trace solution. California and Massachusetts were using the FUSON® tax stamp prior to upgrading to the track & trace solution.

*** Oregon DTD will go live in 2016.

NOTE: The endorsement of Meyercord Revenue's quality, service, security, and mechanical systems is indicated by sustained supplier relationships.

Please refer to section 3.1.15 of the Confidential Statement for additional information on the security features used to combat illegal counterfeiting.

3.1.2.2

Meyercord Revenue is pleased to provide the State with the maximum security protection available in a heat-transfer tax stamp available in the market today with the FUSON® platform. Consisting of five (5) layers and the highest quality security inks, including safety tint lettering, Meyercord Revenue's FUSON® tax stamps have been successfully used for many years on the cigarette tax stamping machines in use by licensed West Virginia distributors. Produced by the gravure process, Meyercord Revenue warrants that its FUSON® tax stamp is designed and

manufactured to be heat applied and is suitable for high speed, positive machine application with heat to the receiving surface, such as cellophane, polypropylene paper, etc.

3.1.3 SIZE, DESIGN AND COLORS

3.1.3.1

The FUSON[®] stamp is designed with an irregular shape and outline and contains a minimum of three different and visually distinctive colors, not including the safety tint lettering. Meyercord understands that half-tones, ben-day effects, shades, tints or tones of a color will not be acceptable or considered as separate and distinctive colors. The State's 20 denomination stamp design and colors were approved for use upon initiation of the most recent contract; however, if the State is interested in using a color not provided on the palette, or an alternate design, Meyercord Revenue will make every effort to accommodate the request.

Please refer to section 3.1.3 of the Confidential Statement for additional information on stamp layout and design including samples of designs and colors.

3.1.3.2

The FUSON[®] stamp measures 0.47 inches by 0.47 inches (stamp equipment parameters set at 3/4" x 3/4"). This size is chosen to maximize the heating element area of the stamp application machines. Stamps are spaced on rolls in accordance with best practices developed and proven over 60 years of industry experience.

Meyercord acknowledges that colors and design of stamps will be approved by the Tax Account Administration Division.

Please refer to section 3.1.3 of the Confidential Statement for additional information on stamp layout and design including samples of designs and colors.

3.1.3.3

Meyercord understands and agrees to specifications 3.1.3.3.1 – 3.1.3.3.3.

Please refer to section 3.1.3 of the Confidential Statement for additional information on stamp layout and design including samples of designs and colors.

3.1.4 NUMBERING

3.1.4.1

After primary printing, each finished FUSON[®] roll is overprinted with a legible code consisting of five (5) alpha-numeric characters. The rolls/sheets will be coded in sequential order and will not be repeated for the life of the contract. This identification code will also appear on the roll and mailer box.

The State also has the option to enhance their current stamp with unique numbering. By adding a five (5) digit unique stamp number, the State can enhance anti-counterfeiting capabilities. This combination creates a ten (10) character unique numbering string specific to each stamp. Because each stamp has a unique number, any attempt to copy a single stamp for duplication carries a duplicate of the unique stamp number, enabling the State to quickly detect duplicate numbers, and therefore counterfeit, tax stamps. The unique numbering capability is not priced in this bid but Meyercord Revenue will be happy to discuss further should the state be interested in learning more about this feature.

3.1.5 LAYOUT AND PACKING

3.1.5.1

Meyercord understands and agrees to specifications 3.1.5.1 – 3.1.5.3.

Please refer to the Confidential Statement for additional information on layout and packing.

3.1.6 PAPER

3.1.6.1

Meyercord understands and agrees to specifications 3.1.6.1 – 3.1.6.4.

Please refer to the Confidential Statement for additional information on paper.

3.1.7 MATERIALS

3.1.7.1

All colors, inks, and other materials used for the FUSON[®] stamp are manufactured exclusively by Meyercord Revenue in its North American Security Products Organization (NASPO) and ISO-certified facility to ensure the stamp is produced with the highest quality and that it provides optimal security. All inks used in the stamp production process are made in-house. This allows Meyercord Revenue to effectively consolidate its manufacturing supply chain and limit the unnecessary exposure of the related materials to outside actors to prevent the stamp from being counterfeited.

Meyercord agrees to use appropriate chemicals in the inks to aid the Tax Account Administration Division in detecting counterfeit stamps.

Please refer to section 3.1.7 of the Confidential Statement for additional information on materials.

3.1.8 WORKMANSHIP

3.1.8.1

All stamps furnished under this bid will be genuine decalcomania transfer stamps of the highest quality. Consisting of five (5) layers and the highest quality security inks, the FUSON[®] stamp is produced by gravure printing, a composite film transfer steel engraving process. Meyercord Revenue warrants that its FUSON[®] tax stamp is designed and manufactured to be heat applied and is suitable for high speed, positive machine application with heat to the receiving surface, such as cellophane, polypropylene paper, etc.

Meyercord Revenue has continuously improved the performance and adhesion of the FUSON[®] tax stamp used by the State. Meyercord Revenue warrants that the FUSON[®] stamps can be applied at a minimum operating rate of speed of 60 cartons per minutes for a duration greater than 30 minutes. Meyercord Revenue guarantees that stamps will neither break up nor disintegrate before or during the normal process of transfer to the package or container and are not easily removable from cellophane, paper or foil.

Meyercord Revenue's FUSON[®] stamps are the only stamps in the market today that have consistently been applied on all heat application equipment installed in the field without the need for any modification of settings or the need to upgrade components, regardless of the make and model of the stamping equipment. If a demonstration of Meyercord Revenue's stamps is required, Meyercord Revenue will work with stamp application equipment manufacturers and the State of West Virginia to provide a demonstration at the State's discretion.

3.1.9 PRODUCTION CONTROL

3.1.9.1

Meyercord understands and agrees to specifications 3.1.9.1.1 – 3.1.9.1.7.

Please refer to section 3.1.9 of the Confidential Statement for additional information on production control.

3.1.10 INSPECTION

Meyercord understands and agrees to specifications 3.1.10.1 – 3.1.10.4.

Please refer to section 3.1.10 of the Confidential Statement for additional information on inspection.

3.1.11 UNDER-RUN

3.1.11.1

Meyercord understands and agrees to this specification. Under-runs will not be accepted and Meyercord Revenue will destroy all partial sheets of stamps and/or any damaged or imperfect

stamps at the request of the State. Over-runs will be accepted by the State but will not be paid for.

3.1.11.2

All damaged or imperfect stamps will be destroyed according to the instructions of the State. An affidavit will be sent to and filed with the Tax Account Administration Division within 10 business days noting the date(s) and quantities of destroyed stamps as well as any other accounting record required by the State.

3.1.12 DISPOSAL OF STONE AND PLATES

3.1.12.1

Meyercord Revenue agrees that all original drawings, engravings, master stone, layout sheets and impression stones or plates shall be and remain property of the West Virginia State Tax Department, Tax Account Administration Division. These materials will be held by Meyercord Revenue for destruction upon completion of the contract and upon authority from the Tax Account Administration Division.

3.1.12.2

Upon the completion of the manufacture of the stamps, Meyercord Revenue agrees to erase or grind off the transfer on the printing stone, layout sheets, impression stones or plates. Should the Tax Account Administration Division provide an accredited representative, Meyercord will ensure this erasing or grinding will be done in the presence of such accredited representative.

3.1.13 ACCOUNTING

3.1.13.1

Meyercord Revenue will provide a full and accurate account to the Tax Account Administration Division of all paper used in the production of the machine-applied stamps and all spoiled paper, stamps, plates, designs, patterns, films, negatives, cylinders, etc., that were used in fulfilling the contract under this bid. Plates, designs patterns, films, negatives, cylinders and the like will be used solely for this order and subsequent orders from West Virginia, if there are any.

Any such plates, designs, patterns, films, etc., when not in use for the manufacturing of these stamps, are locked in a secure depository. At the completion of this order, or at termination of this contract, or at any time the Tax Account so desires, all such plates, designs, films, etc., will be destroyed and disposed of as directed by the Tax Account Administration Division.

3.1.13.2

A complete and accurate accounting of each and every stamp, all special paper and any other materials used in the production of these stamps will be given to authorized representatives of

Meyercord Revenue Inc.

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the Tax Account Administration Division at any time upon request. Inspection of the plant and all records and books of account will be allowed at any time upon request by authorized representatives of the West Virginia Tax Department.

Meyercord Revenue maintains close supervision of the production of the stamps at all times, and does not permit unauthorized employees or any others to enter or leave the building or that part of the building where stamps are being produced until first assuring that all materials used in their productions are properly accounted for. Every precaution is taken to make certain that these stamps are not counterfeited or produced anywhere for any other purpose than the use of the State of West Virginia.

3.1.14 STAMP APPLYING MACHINES

Meyercord understands and will comply with all specifications in 3.1.14 with the support of its equipment manufacturing partners.

Meyercord Revenue's FUSON® heat-applied stamps have a proven history of working on a variety of high- and low-volume stamp application equipment. While Meyercord Revenue does not provide stamping machines or ancillary equipment for authorized distributors directly, the FUSON® stamps are compatible with all United Silicone, Inc. (USI) and R.E.D. Stamp equipment currently used by distributors applying West Virginia heat-applied tax stamps. Distributors can acquire this equipment as well as any required training, servicing and maintenance directly from the equipment manufacturers.

Meyercord Revenue maintains collaborative arrangements with stamping machine manufacturers to ensure continued compatibility. Tables 3 and 4 provide a list of equipment available to authorized distributors from both machine providers that have been used to apply Meyercord Revenue's FUSON® tax stamps. More information can be provided directly by the equipment manufacturers upon request.

Table 3: United Silicone, Inc. Stamp Application Equipment

Automated Heat Application Equipment	Specifications
VL-10 Stamp Machine	Medium- to high-volume, 70+ carton-per-minute pre- or post-stamping machine cycle speed capability. Fully automatic machine stamps and seals cartons.
VL-10 Stamp Machine Tandem	Medium- to high-volume, 70+ carton-per-minute pre- or post-stamping machine cycle speed capability. Dual-head for easy stamping of multiple jurisdictions. Fully automatic machine stamps and seals cartons.
VL-10 Stamp Machine Triple	Medium- to high-volume, 70+ carton-per-minute pre- or post-stamping machine cycle speed capability. Triple-head for easy stamping of multiple jurisdictions.
VL-10HP Stamp Machine	High-volume, 90+ carton-per-minute consistent pre- or post-stamping machine cycle speed capability.
VL-20HP Tandem Stamp Machine	High-volume, 90+ carton-per-minute consistent pre- or post-stamping machine cycle speed capability. Dual-head for easy stamping of multiple jurisdictions.
VL-30HP Triple Stamp Machine	High-volume, 90+ carton-per-minute consistent pre- or post-stamping machine cycle speed capability. Triple-head for easy stamping of multiple jurisdictions.

Table 4: R.E.D. Stamp Application Equipment

Automated Heat Application Equipment	Specifications
CSU-120 Machine	<p>Electrical: 125/250 VAC Split Phase, 30 Amps, 60 Hertz – or –220 VAC Single Phase 30 Amps, 60 Hertz (or 2 phases of 3-phase circuit) Facility grounding for the equipment must comply with National Electrical Code, Article 250 - Grounding</p> <p>Air: 6 CFM @ 90 PSI 1/2" pipe supply A 3/8" male quick disconnect fitting is supplied on regulator. Clean and dry air is required thus a refrigerated air dryer is necessary</p> <p>Size: Depth - 28 inches (60 inches with conveyor), Width - 84 inches (101 inches with conveyor)</p> <p>Weight: 550 pounds</p> <p>Speed: 85 cartons per minute for Pre-Stamping Operations</p>
CSU-D-120 Double Head Machine	<p>Electrical: 125/250 VAC Split Phase, 30 Amps, 60 Hertz – or – 220 VAC Single Phase 30 Amps, 60 Hertz (or 2 phases of 3-phase circuit) Facility grounding for the equipment must comply with National Electrical Code, Article 250 - Grounding</p> <p>Air: 6 CFM @ 90 PSI 1/2" pipe supply A 3/8" male quick disconnect fitting is supplied on regulator. Clean and dry air is required thus a refrigerated air dryer is necessary</p> <p>Size: Depth - 28 inches (60 inches with conveyor), Width - 103 inches (130 inches with conveyor)</p> <p>Weight: 750 pounds</p> <p>Speed: 80 cartons per minute for Pre-Stamping Operations</p>
CSU-T-120 Triple Head Machine	<p>Electrical: [208], 220, 240 VAC; 1-Phase; 30 Amp; 60 Hz</p> <p>Air: 6CFM @ 90PSI, clean and dry, 1/2" piping</p> <p>Size: Depth - 28 inches (73 inches with conveyor), Width - 117 inches (144 inches with conveyor)</p> <p>Weight: 950 pounds</p> <p>Speed: 75 cartons per minute for Pre-Stamping Operations</p>

Meyercord Revenue warrants that the FUSON® stamps can be applied at a minimum operating rate of speed of 60 cartons per minutes for a duration greater than 30 minutes. Meyercord Revenue's FUSON® stamps are the only stamps in the market today that have consistently been applied on all heat application equipment installed in the field without the need for any modification of settings or the need to upgrade components, regardless of the make and model of the stamping equipment. If a demonstration of Meyercord Revenue's stamps is required, Meyercord Revenue will work with stamp application equipment manufacturers and the State of West Virginia to provide a demonstration at the State's discretion.

3.1.15 PROTECTION

3.1.15.1

The FUSON® stamp provides a robust set of anti-counterfeiting features to resist counterfeiting and fraudulent use and enable easy validation of legitimate tax stamps. All stamps and paper contain proven protective features to combat illegal reproduction.

Per the bid specifications, please refer section 3.1.15 of the Confidential Statement for additional information.

3.1.16 SHIPMENT

3.1.16.1

Meyercord Revenue is fully prepared to provide the State with bulk stamp shipments. Upon completion of production of the State stamps, up to six (6) months inventory can be stored in a secure area, within Meyercord Revenue's NASPO- and ISO-certified secure printing location. Stamps can then be bulk-shipped the same day as an order is processed to the location designated by the State via a secure/bonded carrier. All shipments are made by a secure bonded carrier, insured at the replacement value and prepaid and Meyercord Revenue will ensure the safe and proper delivery of the State's stamps. Each shipment is insured at the replacement value.

While bulk shipping has been the historical method used for the acquisition of tax stamps, Meyercord Revenue recognizes the challenges this process can create for the State in managing the inventory and distribution of tax stamps. As an alternative, Meyercord Revenue is also pleased to provide the State with information on its Direct-to-Distributor (DTD) shipping option (see Appendix in Confidential Statement). This option provides a fully electronic ordering, administration and reconciliation capability that provides significant added value to the State's tax stamp fulfillment process while assisting the State in optimizing its spend on tax stamps.

As used by the states of California, Louisiana, Massachusetts, Mississippi, Nevada, Oklahoma and Washington (and is currently being implemented in Oregon), the DTD platform is easily integrated with the GenTax® ITS platform to further extend the value derived by the DTD platform.

4. CONTRACT AWARD

4.1 CONTRACT AWARD

Meyercord Revenue understands and agrees to the specifications.

4.2 PRICING SECTION

Meyercord Revenue understands and agrees to the specifications.

Please see the Cost Proposal for further information including Meyercord Revenue Pricing.

5. ORDERING AND PAYMENT

5.1 ORDERING

Meyercord Revenue understands and agrees to the specifications.

Please see the Appendix in the Confidential Statement for information on optional SICPA services to optimize ordering and payment for tax stamps.

5.2 PAYMENT

Meyercord Revenue understands and agrees to the specifications.

6. DELIVERY AND RETURN

6.1 DELIVERY

Meyercord Revenue understands and agrees to these specifications.

Shipments will be transported direct to the Tax Department vault, located in the basement of Revenue Center, 1001 Lee Street, Charleston, West Virginia 25301.

Stamps will be delivered to the vault, highest serial number first to the lowest serial number last. Stamps will be delivered to the Revenue Center before 10:00 A.M. to allow completion of unloading during normal work hours.

Meyercord Revenue will not use any subcontractors to accomplish the work required.

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

Please see the Appendix in the Confidential Statement for information on SICPA's Direct-to-Distributor order fulfillment and delivery option.

6.2 DELIVERY TIME

Meyercord Revenue will deliver standard orders within 45 working days after orders are received.

Emergency orders will be delivered within 20 working days after orders are received.

Meyercord Revenue will typically ship all orders in 15 calendar days.

Meyercord Revenue will ship all orders in accordance with the above schedule and will not hold orders until a minimum delivery quantity is met.

6.3 LATE DELIVERY

Meyercord Revenue understands and agrees to the specifications.

6.4 DELIVERY PAYMENT/RISK OF LOSS

Meyercord Revenue understands and agrees to the specifications.

6.5 RETURN OF UNACCEPTABLE ITEMS

Meyercord Revenue understands and agrees to the specifications.

6.6 RETURN DUE TO AGENCY ERROR

Meyercord Revenue understands and agrees to the specifications.

7. VENDOR DEFAULT

Meyercord Revenue understands and agrees to the specifications.

8. MISCELLANEOUS

Meyercord Revenue understands and agrees to the specifications.

8.1 NO SUBSTITUTIONS

Meyercord Revenue understands and agrees to the specifications.

8.2 VENDOR SUPPLY

Meyercord Revenue understands and agrees to the specifications.

8.3 REPORTS

Meyercord Revenue understands and agrees to the specifications.

8.4 CONTRACT MANAGER

Meyercord Revenue understands and agrees to the specifications.

Contract Manager: Alexander Spelman
Telephone Number: (571) 926-5796
Fax Number: (703) 372 3642
Email Address: alex.spelman@sicpa.com

FORMS

Meyercord Revenue has included the requested forms/documentation on the following pages. Please see below for a checklist of all required forms included in this section:

- SIGNED CRFQ FORM (Final CRFQ 0702 TAX1600000003 2 CRFQ FORM)
- SIGNED ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO: TAX1600000003 (TAX1600000003 Addendum 1)
- SIGNED GENERAL TERMS AND CONDITIONS
- COMPLETED CRFQ TAX1600000003 – WV CIGARETTE STAMPS SPECIFICATIONS DOCUMENT
- SIGNED PURCHASING AFFIDAVIT
- SIGNED VENDOR PREFERENCE CERTIFICATE
- SIGNED BID BOND FORM
- PROOF OF INSURANCE



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

**State of West Virginia
 Request for Quotation**

Proc Folder: 159208

Doc Description: Addendum #1 Cigarette Tax Stamps

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-11-24	2015-12-02 13:30:00	CRFQ 0702 TAX1600000003	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Meyercord Revenue, Inc.
 475 Village Drive
 Carol Stream, IL 60188
 Direct (630) 682-6271

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
 (304) 558-7023
 stephanie.l.gale@wv.gov

Signature X

FEIN # 20-1697655

DATE 11/30/2015

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

Addendum #1 issued to:

Provide technical questions and responses.

End of Addendum #1.

OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748 CHARLESTON WV25339-1748 US		TAX ACCOUNT ADMINISTRATION TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 3 CHARLESTON WV 25301-1725 US	
---	--	---	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Item #1 - 3.1.3.3.1 Rolls of 30,000 for 20's.	0.00000	ROLL		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Contract Item #1 - 3.1.3.3.1 Rolls of 30,000 for 20's.

OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748 CHARLESTON WV25339-1748 US		TAX ACCOUNT ADMINISTRATION TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 3 CHARLESTON WV 25301-1725 US	
---	--	---	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Contract Item #2 - 3.1.3.3.2 sheets of 7,200 for 20's.	0.00000	SH		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :

Cigarette Tax Stamps in sheets of 150 for 20's.

OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748 CHARLESTON WV25339-1748 US		TAX ACCOUNT ADMINISTRATION TAX DIVISION OF REVENUE CENTER 1001 LEE ST E, STE 3 CHARLESTON WV 25301-1725 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Contract Item #3 - 3.1.3.3.3 Rolls of 7,200 for 25's.	0.00000	ROLL		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :
Cigarette Tax Stamps in rolls of 7,200 for 25's.

Line	Event	Event Date
------	-------	------------

1	Technical Questions due	2015-11-18
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TAX1600000003	Document Phase Final	Document Description Addendum #1 Cigarette Tax Stamp s	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

**State of West Virginia
 Request for Quotation**

Proc Folder: 159208

Doc Description: Addendum #1 Cigarette Tax Stamps

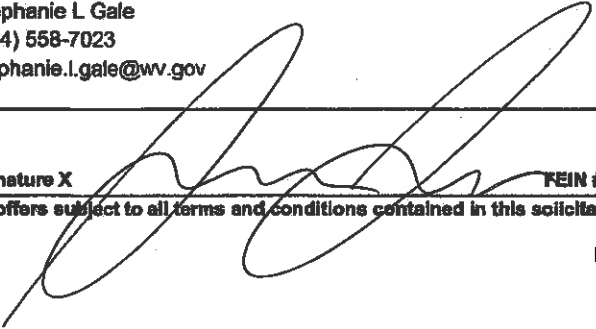
Proc Type: Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
2015-11-24	2015-12-02 13:30:00	CRFQ 0702 TAX1600000003	2

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

Vendor Name, Address and Telephone Number:
 Meyercord Revenue, Inc.
 475 Village Drive Carol
 Stream, IL 60188 Direct
 (630) 682-6271

FOR INFORMATION CONTACT THE BUYER
 Stephanie L Gale
 (304) 558-7023
 stephanie.l.gale@wv.gov

Signature X  FEIN # 20-1697655 DATE 11/30/2015

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

ADDITIONAL INFORMATION

Addendum #1 issued to:

Provide technical questions and responses.

End of Addendum #1.

BUYER		SUPPLIER	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		TAX ACCOUNT ADMINISTRATION TAX DIVISION OF REVENUE CENTER	
CHARLESTON WV25339-1748		1001 LEE ST E, STE 3 CHARLESTON WV 25301-1725	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Item #1 - 3.1.3.3.1 Rolls of 30,000 for 20's.	0.00000	ROLL		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :
Contract Item #1 - 3.1.3.3.1 Rolls of 30,000 for 20's.

BUYER		SUPPLIER	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		TAX ACCOUNT ADMINISTRATION TAX DIVISION OF REVENUE CENTER	
CHARLESTON WV25339-1748		1001 LEE ST E, STE 3 CHARLESTON WV 25301-1725	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Contract Item #2 - 3.1.3.3.2 sheets of 7,200 for 20's.	0.00000	SH		

Comm Code	Manufacturer	Specification	Model #
82121500			

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

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		TAX ACCOUNT ADMINISTRATION TAX DIVISION OF REVENUE CENTER	
CHARLESTON WV25339-1748		1001 LEE ST E, STE 3 CHARLESTON WV 25301-1725	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Contract Item #3 - 3.1.3.3.3 Rolls of 7,200 for 25's.	0.00000	ROLL		

Comm Code	Manufacturer	Specification	Model #
82121500			

Extended Description :
Cigarette Tax Stamps in rolls of 7,200 for 25's.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due	2015-11-18

FORM 1041-10/2009 (10/12)

SOLICITATION NUMBER: CRFQ TAX1600000003

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum #1 issued to:

Provide technical questions and responses.

End of Addendum #1

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

Terms and Conditions:

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

1. Per Section 6 of "Instructions to Vendors Submitting Bids": "The Vendor shall submit one original technical and one original cost proposal plus ____ convenience copies of each". Please clarify the number of copies required.

No convenience copies necessary for this solicitation.

2. Section 4.2 (Pricing) of the "Specifications" document reads: "The Vendor can request an electronic copy of the Pricing Section for bid purposes by sending an email request to the following address: [insert buyer's contact info]". Can the State confirm the buyer is Stephanie Gale at Stephanie.l.gale@wv.gov?

Yes, Stephanie Gale is the assigned Buyer for this solicitation.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: TAX1600000003

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

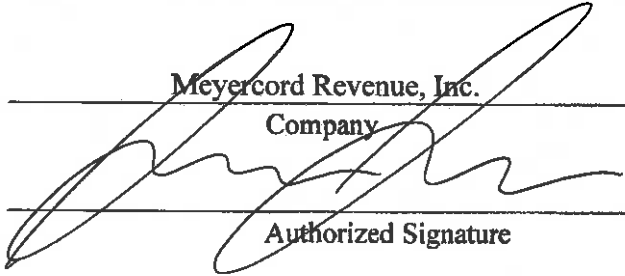
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Meyercord Revenue, Inc.
Company


Authorized Signature

11/30/2015

Date

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

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on upon award and extends for a period of one (1) year year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

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

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

- 9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
- 10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount 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 or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement whose cost at the time the contract is awarded will be paid with public money in an amount greater than \$500,000. Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established under West Virginia Code §§ 21-5A-1 et seq. Vendor shall

be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information **WILL NOT BE HONORED**.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.


This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Meyercord Revenue, Inc.
(Company)

 Alexandre Finkel, Vice President/GM
(Authorized Signature) (Representative Name, Title)

(703) 440-7755 (703)372-3605 11/16/2015
(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
CRFQ TAX1600000003 - WV CIGARETTE STAMPS

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Tax Division to establish an open-end contract for heat iron applied decal cigarette stamps. The contract may be utilized by West Virginia State Tax Division only.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Section”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division..

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **QUANTITY AND PRICE**
 - 3.1.1.1 Quantity and denomination will be indicated on the requisition. Bidders must submit net price per thousand stamps, manufactured and packed according to specifications.
 - 3.1.1.2 Price increases may be considered at the time of renewal but must be demonstrated as “pass through” cost only.
 - 3.1.2 **TYPE AND APPLICATION**
 - 3.1.2.1 Stamps must offer maximum security against illegal counterfeiting.
 - 3.1.2.2 These Stamps must be heat applied stamps or equal, consisting of five impressions or layers including safety tint lettering and must be produced by the gravure process and be suitable for high speed, positive application with heat to the receiving surface such as cellophane, paper, etc.

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3.1.3 SIZE, DESIGN AND COLORS

- 3.1.3.1** Each stamp is to be of irregular shape and outline and shall contain not less than three distinctive colors. Half-tones, Ben-Day effects, shades, tints or tones of a color will not be acceptable or considered as separate and distinctive colors. The safety tint lettering shall not be considered as any one of the stamp colors.
- 3.1.3.2** Stamps for machine and heat iron applications shall measure approximately ½" x ½". Colors and design of stamps are to be approved by the Tax Account Administration Division. Bidders should submit with proposal, and without charge, samples of designs and colors.
- 3.1.3.3** The following will be printed on the face of each stamp:
- 3.1.3.3.1** The words "State of West Virginia 20 Cigarette Tax Stamp" for rolls of 30,000 for 20's. Vendor must instruct the tobacco distributor's employees in the proper operation of the stamp applying machine or heat iron for correct application of the stamps.
- 3.1.3.3.2** The words "State of West Virginia 20 Cigarette Tax Stamp" for 150 stamps per sheet of 20's. Vendor must instruct the tobacco distributor's employees in the proper operation of the stamp applying machine or heat iron for correct application of the stamps.
- 3.1.3.3.3** The words "State of West Virginia 25 Cigarette Tax Stamp" for rolls of 7,200 for 25's. Vendor must instruct the tobacco distributor's employees in the proper operation of the stamp applying machine or heat iron for correct application of the stamps.

3.1.4 NUMBERING

- 3.1.4.1** Each stamp shall be serially numbered across the face of each stamp. Each roll and sheet of stamps shall have a different or consecutive serial number upon the face of the stamps contained on each roll and sheet.

3.1.5 LAYOUT AND PACKING

- 3.1.5.1** Stamps for mechanical application are to be furnished in rolls containing 30,000 stamps for 20's and 7,200 stamps for 25's. Each roll is to bear ascending numbers at regularly specified intervals on one side and

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descending numbers at regularly specified intervals on the other side, for accounting purposes.

3.1.5.2 Each roll is to be packed separately, in a cardboard box, the box to be securely sealed and labeled showing quantity, denomination and roll number. Twenty-five boxes for 20's and 50 boxes for 25's to be packed in corrugated containers, each carton to be securely sealed and labeled showing quantity, denominations and serial numbers of rolls contained therein.

3.1.5.3 Stamps for heat iron application are to be furnished in sheets containing 150 stamps to each sheet of 20's. Stamps are to be in pads of 10 sheets per pad with 10 pads per paper box to be properly sealed and plainly labeled on the end giving the number, kind and denomination of the stamps it contains together with the serial number of sheets of stamps. Ten of these boxes are to be wrapped in waterproof paper and placed in a strong cardboard carton, the carton to be securely sealed and labeled showing the first and last serial numbers of the contents.

3.1.6 PAPER

3.1.6.1 Stamps shall be made on unique, safety tinted, mill controlled, color paper furnished by the vendor. The name of the manufacturer of the paper stock should be furnished with the bid and vendor must render an accurate accounting of all paper used in the production of machine applied stamps, including spoilage, and verify such accounting record by affidavit to the West Virginia State Tax Department, Tax Account Administration Division.

3.1.6.2 All paper must be processed with special safety tint reading with copy to be specified by the West Virginia Tax Department, and must be so arranged and printed that it cannot be photographed on the color paper.

3.1.6.3 The safety tint lettering for machine-applied stamps must be so printed as to appear on the face of the stamp and also must appear on the paper between the stamps. The safety tint shall transfer with the machine applied and heat iron stamps and the lettering extending beyond the edges of the stamp must also transfer with the stamp. All spoiled paper and imperfect stamps shall be filed with the Tax Account Administration Division with 10 business days.

3.1.6.4 Bidder must provide before award samples of paper, which he proposes to furnish for machine, and heat iron applied stamps.

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3.1.7 MATERIALS

3.1.7.1 All colors, inks, and other ingredients used in the manufacturing of the stamps shall be of the highest and best grade of materials used in the manufacture of decalcomania stamps. The manufacturer agrees to use appropriate chemicals in the inks to aid the Tax Account Administration Division in detecting counterfeit stamps.

3.1.8 WORKMANSHIP

3.1.8.1 All stamps furnished under these specifications must be genuine decalcomania transfer stamps of an approved quality. Only lithographed layer built or composite film transfer steel engraved stamps will be considered. The stamps shall be manufactured of the 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.

3.1.9 PRODUCTION CONTROL

3.1.9.1 Each bidder must provide before award their system of internal controls and security in the process of manufacture to protect the state against theft and unlawful production of heat applied decal cigarette stamps. These controls must include but not be limited to:

3.1.9.1.1 The entire manufacturing process including stamp design, mechanical art, cylinder etching, and coating of the base paper stock, printing, numbering, finishing, packing and shipping will be performed in your plant.

3.1.9.1.2 An affidavit from your paper manufacture assuring that any inquires about tax stamp paper will be referred to the Bureau of Alcohol, Tobacco, Firearms and Explosives; Department of Justice to verify whether the potential manufacturer is authorized to print tax stamps must be included with the bid.

3.1.9.1.3 All paper for the manufacture of stamps for the West Virginia State Tax Department including damaged stamps, spoiled paper, etc. must be strictly accounted for so the State at all times will have access to a complete production audit.

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- 3.1.9.1.4** 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. Also this area must have a security, surveillance and alarm system, preferably state of the art, which closed circuit TV monitors, motion or infrared detectors, etc. and protected from fire an Underwriters' approved sprinkler or other approved fire retardant system.
- 3.1.9.1.5** Bidder must have a disaster recovery plan in place to ensure an uninterrupted supply of stamps.
- 3.1.9.1.6** All departments of the plant involved with the manufacture of tax stamps for the State must be open at all times to any accredited officials of the West Virginia State Tax Department for inspection and audit.
- 3.1.9.1.7** Must agree and acknowledge in the bid that stamps manufactured for the West Virginia State Tax Department will not be used as samples or demonstration and inspection in other states without express written consent of the West Virginia State Tax Department.

3.1.10 INSPECTION

- 3.1.10.1** The successful bidder must maintain a rigid inspection for the elimination of imperfect sheets of stamps and for other violations of these specifications.
- 3.1.10.2** The Tax Account Administration Division 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.
- 3.1.10.3** 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 State Tax Department.
- 3.1.10.4** The successful bidder shall give to the Tax Account Administration Division or the authorized representative free access to the plant at all

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times during the period of manufacture and/or storage and shall afford to such representative every facility for inspection of the work in process.

3.1.11 UNDER-RUN

3.1.11.1 Under-runs will not be accepted. All partial sheets of stamps and/or any damaged or imperfect stamps must be destroyed. Over-runs will be accepted but not paid for.

3.1.11.2 The manufacturer is to destroy damaged or imperfect stamps and to evidence such destruction by filing an affidavit with the Tax Account Administration Division with ten business days.

3.1.12 DISPOSAL OF STONE AND PLATES

3.1.12.1 It is specially agreed and understood that the original drawings, engravings, master stone, layout sheets and impression stones or plates shall be and remain the property of the West Virginia State Tax Department, Tax Account Administration Division, and shall be held by the manufacturer for destruction upon completion of the contract and authority from the Tax Account Administration Division.

3.1.12.2 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 Tax Account Administration Division 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.

3.1.13 ACCOUNTING

3.1.13.1 Full and accurate account must be made to the Tax Account Administration Division for all spoiled paper, stamps, etc. Plates, designs, patterns, films, negatives, cylinders and the like will be used solely for this order and subsequent orders, if any. Any such plates, designs, patterns, films, etc., when not in use for the manufacture of these stamps must be locked in a safe or vault. At the completion of this order, or at the termination of this contract, or at any time the Tax Account so desires, all such plates, designs, films, etc., will be destroyed and disposed of as directed by the Tax Account Administration Division.

3.1.13.2 Complete and accurate accounting of each and every stamp and all special paper used for these stamps, and any other material in their production must be given to authorized representatives of the Tax Account Administration Division upon demand at any time. Inspection

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of the plant and of all records and books of account will be allowed by the contractor at any time upon demand of authorized representatives of the West Virginia Tax Department. At all times the contractor will supervise closely the production of these stamps and will not permit employees or any others to enter or leave the building or part of the building where stamps are being produced until first assured that all materials used in their production are properly accounted for. Every precaution will be taken to make certain that these stamps are not counterfeited or produced anywhere for any other purpose than the use of the State of West Virginia.

3.1.14 STAMP APPLYING MACHINES

- 3.1.14.1** Vendor must warrant that, during such period as the West Virginia Tax Department shall utilize contractor's stamps, he will make available to authorized distributors by means of a sale or a lease, machines designed to apply contractor's stamps, including related equipment such as a carton openers, gluers and closers, and that said machines and stamps will be designed and manufactured so as to assure proper adhesion and high speed application of stamps. Bidder must provide before award a list of equipment he will lease.
- 3.1.14.2** In the event the contractor shall sell a machine to an authorized wholesale dealer, contractor and wholesale dealer shall enter into an agreement whereby they jointly guarantee to the West Virginia Tax Department that the machine sold will continuously remain in the possession of the purchaser unless and until approval in writing is secured from the Tax Account Administration Division, prior to the removal of the machine from the premises of the wholesale dealer.
- 3.1.14.3** Machines and related equipment must meet with the approval of the Tax Account Administration Division and be acceptable to the tobacco distributors and operate satisfactorily at a high rate of speed comparable to the other means of mechanical stamping. A minimum of fifty (50) machines and related equipment designed to apply contractor's stamps shall be available for immediate delivery and installation. Vendor may be required to satisfactorily demonstrate his stamp-applying machine to the Tax Account Administration Division prior to the time of awarding the contract.
- 3.1.14.4** Vendor must guarantee to furnish and install any and all stamp applying machines, including related equipment such as power carton openers, carton closers, and gluers, throughout the State, when and where needed as determined by the Tax Account Administration Division.

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- 3.1.14.5** Vendor must guarantee that stamps for machine applications will apply in a satisfactory manner and at a high rate of speed.
- 3.1.14.6** During such period as the West Virginia Tax Department shall utilize contractor's stamps for machine application, contractor must agree to service and maintain his machine in such a manner and upon such reasonable conditions that mechanical failure will not substantially disrupt stamping by the distributors and receipt of revenue by the West Virginia Tax Department. Vendor should ascertain this in bid response. Maintenance and service contract shall be negotiated between the cigarette vendor and stamp manufacturer.
- 3.1.14.7** In the event the contractor shall sell a machine to an authorized distributor, contractor agrees during such period as the West Virginia Tax Department shall utilize contractor's stamps, to make available to such machine purchaser, at a reasonable charge, service for the repair and maintenance of the machine in order to keep machine in proper operating condition. Vendor shall furnish, immediately upon notification and without charge, any assistance necessary to train the tobacco distributor's employees to successfully apply the stamps furnished under this contract.
- 3.1.14.8** Vendor must have sufficient trained personnel on call to respond with 36 hours, Monday through Friday, to properly maintain service and repair stamp-apply machines so that mechanical failure will not substantially disrupt stamping by the tobacco distributors and receipt of revenue by the West Virginia Tax Department.
- 3.1.14.9** Successful bidder must guarantee that the tax stamps and the stamp apply machines, including related equipment, that bidder proposes to provide that their sale and use will not infringe upon any United States patent. Bidder must guarantee to defend, protect, and hold harmless that State of West Virginia, and all persons, firms, or concerns using or applying the tax stamps and using the stamp applying machines on its behalf, against all legal actions and from all damages, claims, demands, expenses and attorney's fees, for actual or alleged infringement of any United States patent or violate any anti-trust laws, by reason of the purchase and use of the tax stamps and use of the stamp applying machines.

3.1.15 PROTECTION

- 3.1.15.1** All stamps and paper must contain proven protective features to guarantee against illegal reproduction. Successful bidder shall submit before award a separate confidential detail statement to the Tax Account

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Administration Division, explaining fully their system for the protection of the Tax Account Administration Division against unlawful reproduction and the method by which such reproduction can be detected by personnel of the Tax Account Administration Division. The confidential statement shall not be made a part of the bid.

3.1.16 SHIPMENT

3.1.16.1 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.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Before an award is made, the Tax Account Administration Division requires the bidder to supply proof to their satisfaction the acceptability of their stamps to the West Virginia Tax Department

4.2 Pricing Section: Vendor should complete the Pricing section by submitting their net per thousand stamps, manufactured and packed according to specifications. Vendor should complete the Pricing section in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing section contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing section through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing section for bid purposes by sending an email request to the following address:
[insert buyer's contact info].

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how

REQUEST FOR QUOTATION
CRFQ TAX1600000003 - WV CIGARETTE STAMPS

Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract. Each shipment of stamps shall be invoiced separately.

6. DELIVERY AND RETURN:

- 6.1 Delivery:** Destination, and insured for replacement value. The entire order is to be shipped direct to the Tax Department vault, located in the basement of the Revenue Center, 1001 Lee Street, Charleston, West Virginia 25301.

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 the vault located in the basement. Due to the time-consuming effort required in unloading the heavy volume, shipment is to arrive at the Revenue Center before 10:00 A.M. in the morning to allow completion during normal work hours.

For security reasons subcontracting is not allowed. Successful bidder is to contact Crystal Peal (304-558-8621) of the Tax Account Administration Division before printing and again prior to shipment of the completed order.

Vendor must provide a proof within ten business days after award of contract and prior to printing.

- 6.2 Delivery Time:** Vendor shall deliver standard orders within 45 working days after orders are received. Vendor shall deliver emergency orders within 20 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

- 6.3 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that

REQUEST FOR QUOTATION
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Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.5 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.6 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

REQUEST FOR QUOTATION
CRFQ TAX1600000003 - WV CIGARETTE STAMPS

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Alexander Spelman
Telephone Number: (571) 926-5796
Fax Number: (703) 372-3642
Email Address: alex.spelman@sicpa.com

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Meyercord Revenue, Inc.

Authorized Signature:  Date: 11/16/2015

State of Virginia

County of Fairfax, to-wit:

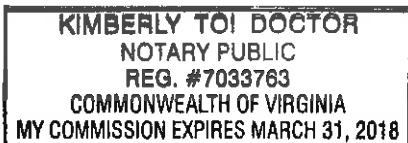
Taken, subscribed, and sworn to before me this 16 day of November, 2015.

My Commission expires March 31, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC Kimberly J. Doctor

Purchasing Affidavit (Revised 07/01/2012)



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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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% 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% 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% 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% 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% vendor preference who is a veteran for the reason checked:

- _____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- _____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: Meyercord Revenue, Inc.

Signed: _____

Date: 11/16/2015

Title: Vice President/General Manager

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Meyercord Revenue, Inc 475 Village Drive, of Carol Stream, Illinois, as Principal, and Fidelity & Deposit Company of Maryland, Red Brook Corporate Center 600 Red Brook Blvd., 4th Floor, Owings Mills, MD 21117, a corporation organized and existing under the laws of the State of Maryland with its principal office in the City of Owings Mills, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Ten Thousand Dollars (\$10,000) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

"FUSON, Heat applied cigarette tax stamps"

NOW THEREFORE,

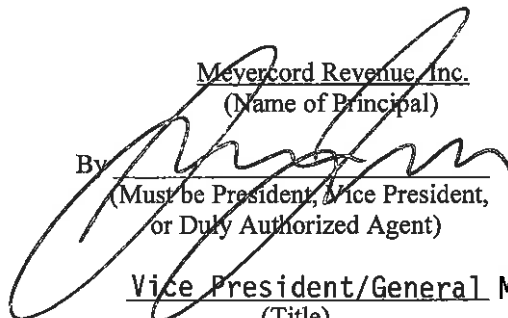
- a) If said bid shall be rejected, or
- b) If said bid shall accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 11th day of November 2015.

Principal Seal

Meyercord Revenue, Inc.
(Name of Principal)

By 
(Must be President, Vice President,
or Duly Authorized Agent)

Vice President/General Manager
(Title)

Surety Seal

Fidelity and Deposit Company of Maryland
(Name of Surety)


John R. Fisher Attorney-in-Fact

IMPORTANT – Surety executing bonds must be license in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

NOTARIAL JURAT

INDIVIDUAL ACKNOWLEDGEMENT

State of _____
County of _____

On this _____ day of _____, _____, before me personally came _____, to me known, and known to me to be the individual who executed the foregoing instrument and acknowledge to me that he/she/they executed the same.

(Signature of Notary Public)
My Commission expires _____

PARTNERSHIP ACKNOWLEDGEMENT

State of _____
County of _____

On this _____ day of _____, _____, before me personally came _____, to me known, and known to me to be a member of the partnership of _____, acknowledged that he/she executed the foregoing instrument as the act of the said partnership.

(Signature of Notary Public)
My Commission _____

CORPORATE ACKNOWLEDGMENT

State of Virginia
County of Fairfax

On this 16th day of November, 2015, before me personally came Alexandre Finkel, to me known, who being by me duly sworn, deposes and says that he is the V.P./Gen. Mgr. of Meyercord Revenue the corporation described in and which executed the foregoing Agreement; that he knows the seal of the said corporation; that the seal affixed to the said Agreement is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed (her)(his) name thereto by like order.

**KIMBERLY TOI DOCTOR
NOTARY PUBLIC
REG. #7033763
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES MARCH 31, 2018**

Kimberly J. Doctor
(Signature of Notary Public)
My commission expires March 31, 2018

SURETY ACKNOWLEDGEMENT

State of New York
County of New York

On this 11 day of NOV, 2015, before me personally came John R. Fisher to me known, who being by me duly sworn, deposes and says that he resides in the City of New York; that he is the ATTORNEY-IN-FACT of the above signed surety, the corporation described in and which executed the foregoing Agreement; that he knows the seal of the said corporation; that the seal affixed to the said Agreement is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed her name thereto by like order.

**JOANNE E. SESSA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SE6321933
Qualified in Kings County
My Commission Expires March 30, 2019**

Joanne Sessa
(Signature of Notary Public)

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition

As Of December 31, 2014

ASSETS

Bonds.....	\$ 142,720,308
Stocks	21,816,223
Cash and Short Term Investments	2,077,768
Reinsurance Recoverable	10,375,303
Other Accounts Receivable	46,778,921
TOTAL ADMITTED ASSETS.....	\$ 223,768,523

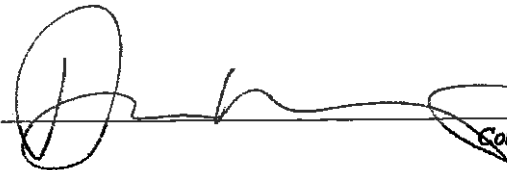
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 1,321,332
Ceded Reinsurance Premiums Payable.....	49,965,411
Securities Lending Collateral Liability.....	4,009,064
TOTAL LIABILITIES	\$ 55,295,807
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	<u>163,472,717</u>
Surplus as regards Policyholders	168,472,716
TOTAL.....	\$ 223,768,523

Securities carried at \$58,191,540 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2014 would be \$227,936,393 and surplus as regards policyholders \$172,640,586.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2014.



 Corporate Secretary

State of Illinois }
 City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2015.



 Notary Public



Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **John R. FISHER**, of New York, New York, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of February, A.D. 2012.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Frank E. Martin Jr.

By:

Assistant Secretary

Frank E. Martin Jr.

Vice President

State of Maryland }
City of Baltimore } ss:

On this 2nd day of February, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2015

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

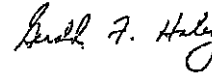
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 11th day of November - 2015



Assistant Secretary

Advisory notice to policyholders regarding the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") regulations

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided.

This notice provides information concerning possible impact on your insurance coverage due to directives issued by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Please read this Notice carefully.

OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site – <http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC restrictions. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2015

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

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


PRODUCER Hugh Wood Inc. 55 Broadway New York, NY 10006	CONTACT NAME: PHONE (A/C, No, Ext): (212) 509-3777	FAX (A/C, No): (212) 509-4906
	E-MAIL ADDRESS: insurance@hughwood.com	
INSURED Meyercord Revenue, Inc. 475 Village Dr. Carol Stream, IL 60188	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Co	NAIC # 16535
	INSURER B: Zurich North America	02563
	INSURER C: United States Fire Ins Company	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GLO3373728	03/31/2015	04/30/2016	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			UMB03373739	03/31/2015	04/30/2016	EACH OCCURRENCE \$ 4,000,000
							DED RETENTION \$ 0
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4087261935	03/31/2015	03/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Meyercord Revenue Inc.

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**TECHNICAL RESPONSE CONFIDENTIAL
STATEMENT TO**

**REQUEST FOR QUOTE #CRFQ 0702
TAX1600000003**

CIGARETTE TAX STAMPS

STATE OF WEST VIRGINIA
Department of Administration, Purchasing Division

December 2, 2015 1:30 PM EST

Meyercord Revenue Inc.

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CONFIDENTIAL/FOIA EXEMPT

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Attn: Stephanie Gale
stephanie.gale@wv.gov
(304) 558-7023

December 2, 2015

**RE: CONFIDENTIAL STATEMENT TO WEST VIRGINIA REQUEST FOR QUOTE #CRFQ 0702
TAX1600000003 CIGARETTE TAX STAMPS**

Dear Ms. Gale,

Meyercord Revenue Inc. (Meyercord Revenue) respectfully requests the State of West Virginia ('State') exempt information contained in this Confidential Statement in response to Request for Quote #CRFQ 0702 TAX1600000003 ('Solicitation') from disclosure and deny public access to such information on the basis that the information contains trade secrets and confidential security details which, if disclosed, would cause substantial injury to the competitive position of Meyercord Revenue and the security provided to the State.

This Confidential Statement includes the State's FUSON[®] stamp designs and the multi-layered security features proposed to provide maximum resistance to counterfeiting and illegal production—as prescribed by the Section 3.1.15 of the Solicitation. Meyercord Revenue has also included a full explanation of the security procedures and organization within the manufacturing plant.

Meyercord Revenue thanks the State for the opportunity to respond to this Solicitation. Please do not hesitate to contact me with any questions.

Sincerely,

Alexander Spelman
Business Development Director
Meyercord Revenue Inc., A SICPA company
alex.spelman@sicpa.com
(571) 926-5796

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CONFIDENTIAL/FOIA EXEMPT SECTIONS

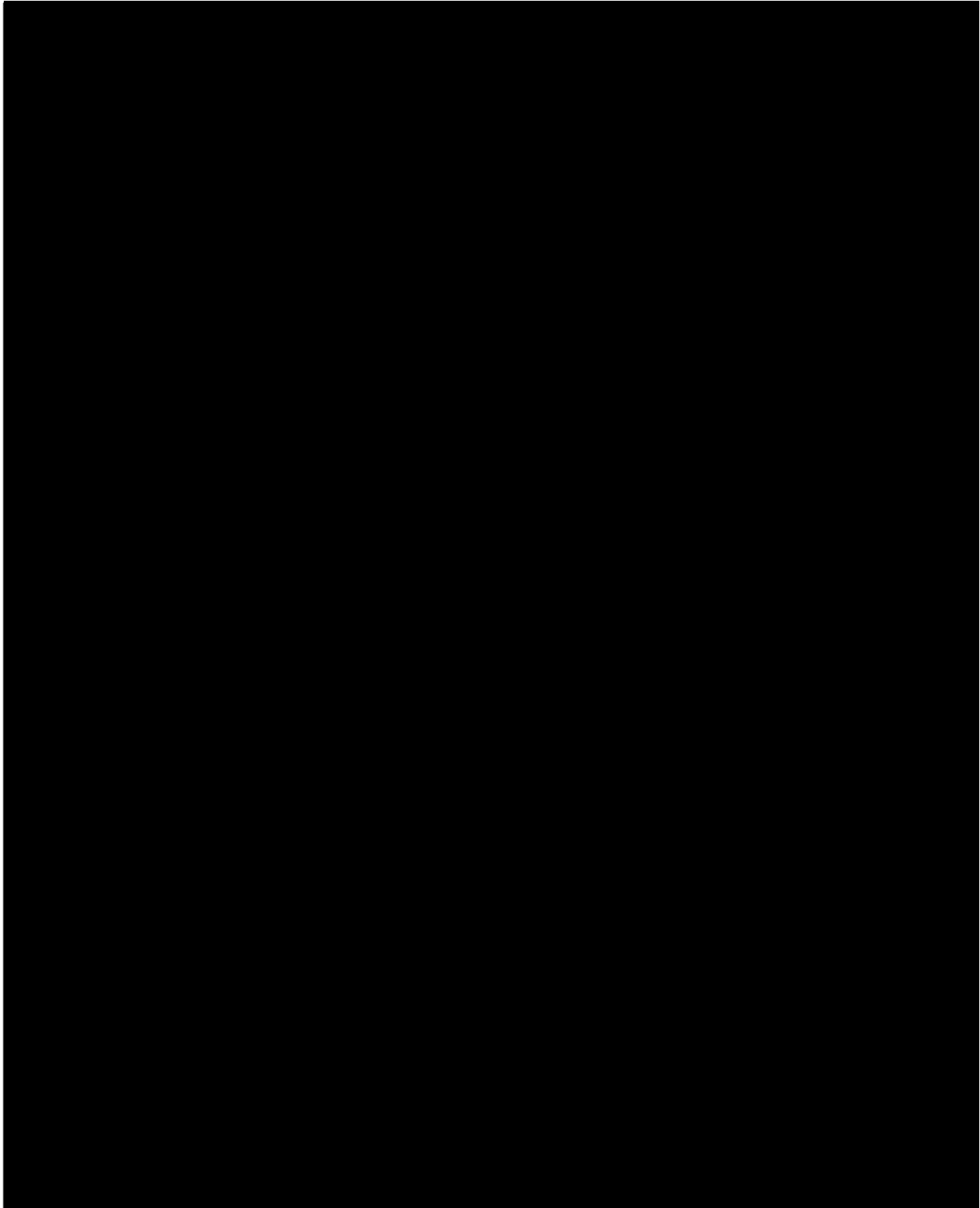
Meyercord Revenue respectfully requests that the State of West Virginia exempt the marked responses (CONFIDENTIAL/FOIA EXEMPT) from disclosure and that the State deny public access to such confidential information on the basis that the information contains trade secrets or confidential security details, or both. If disclosed, this information would seriously degrade the integrity of Meyercord Revenue's Tax Stamping System, cause substantial injury to the competitive position of Meyercord Revenue and jeopardize the State's cigarette tax revenue stream.

Meyercord Revenue appreciates the opportunity to submit its response to CRFQ 0702 TAX1600000003. Please feel free to contact Alex Spelman if you have any questions at (571) 926-5796 or by email at alex.spelman@sicpa.com.

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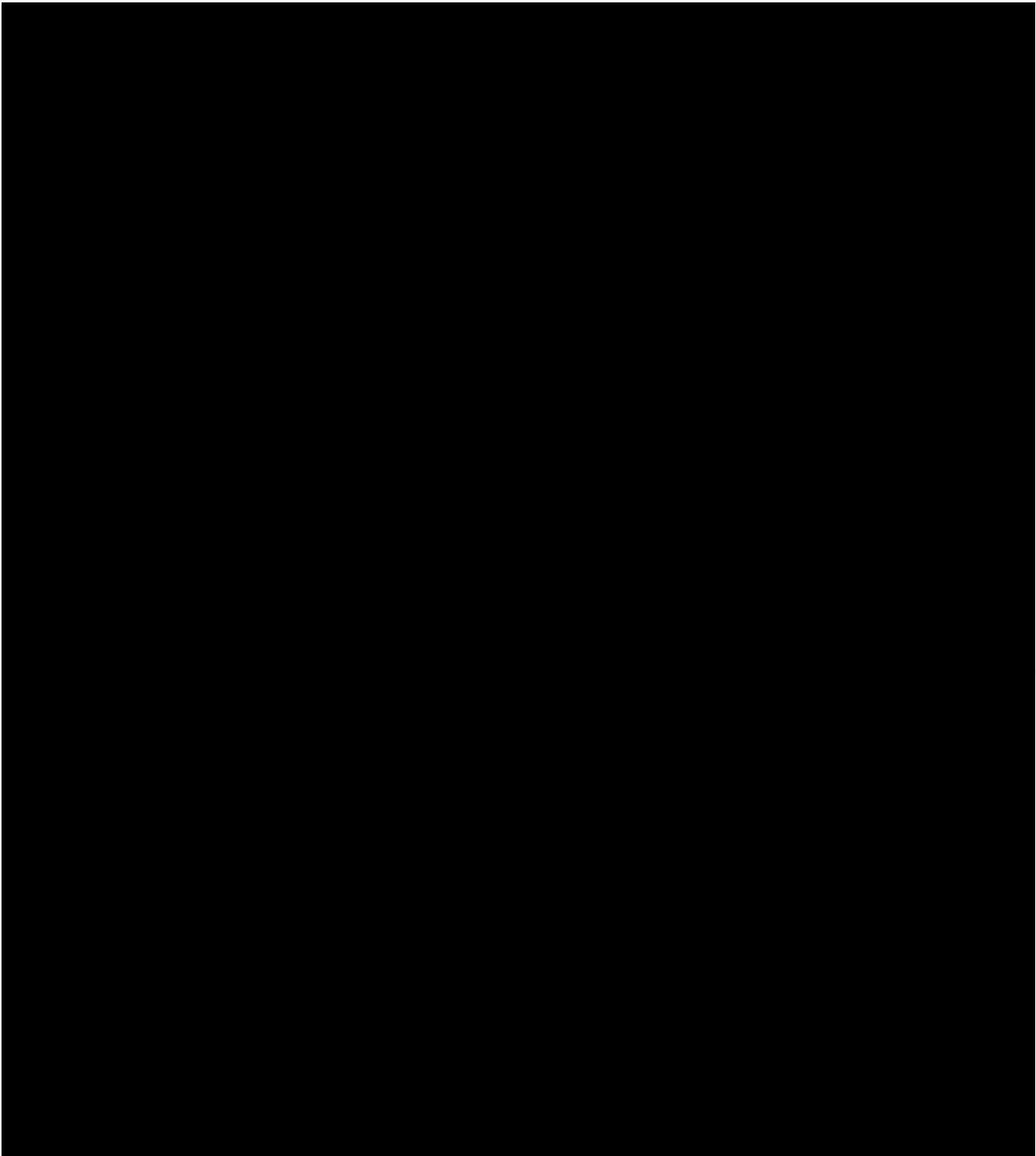
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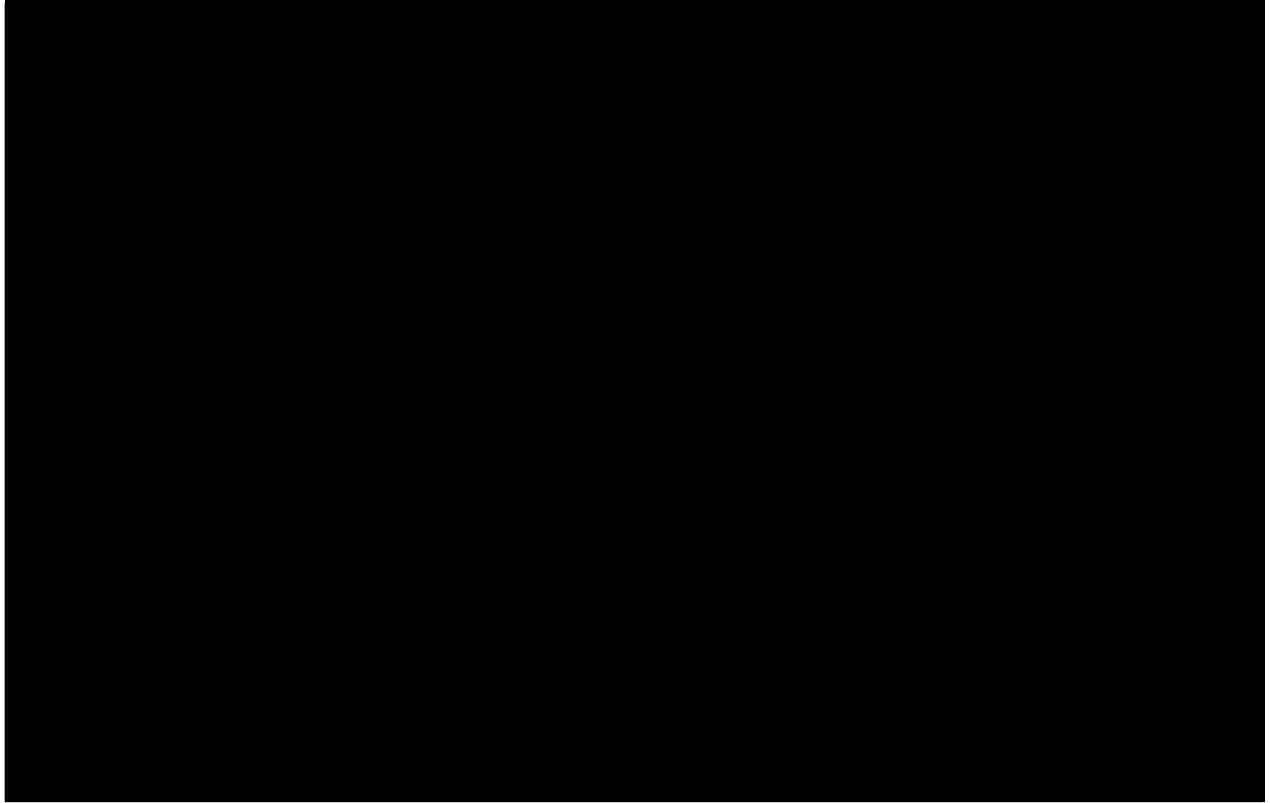
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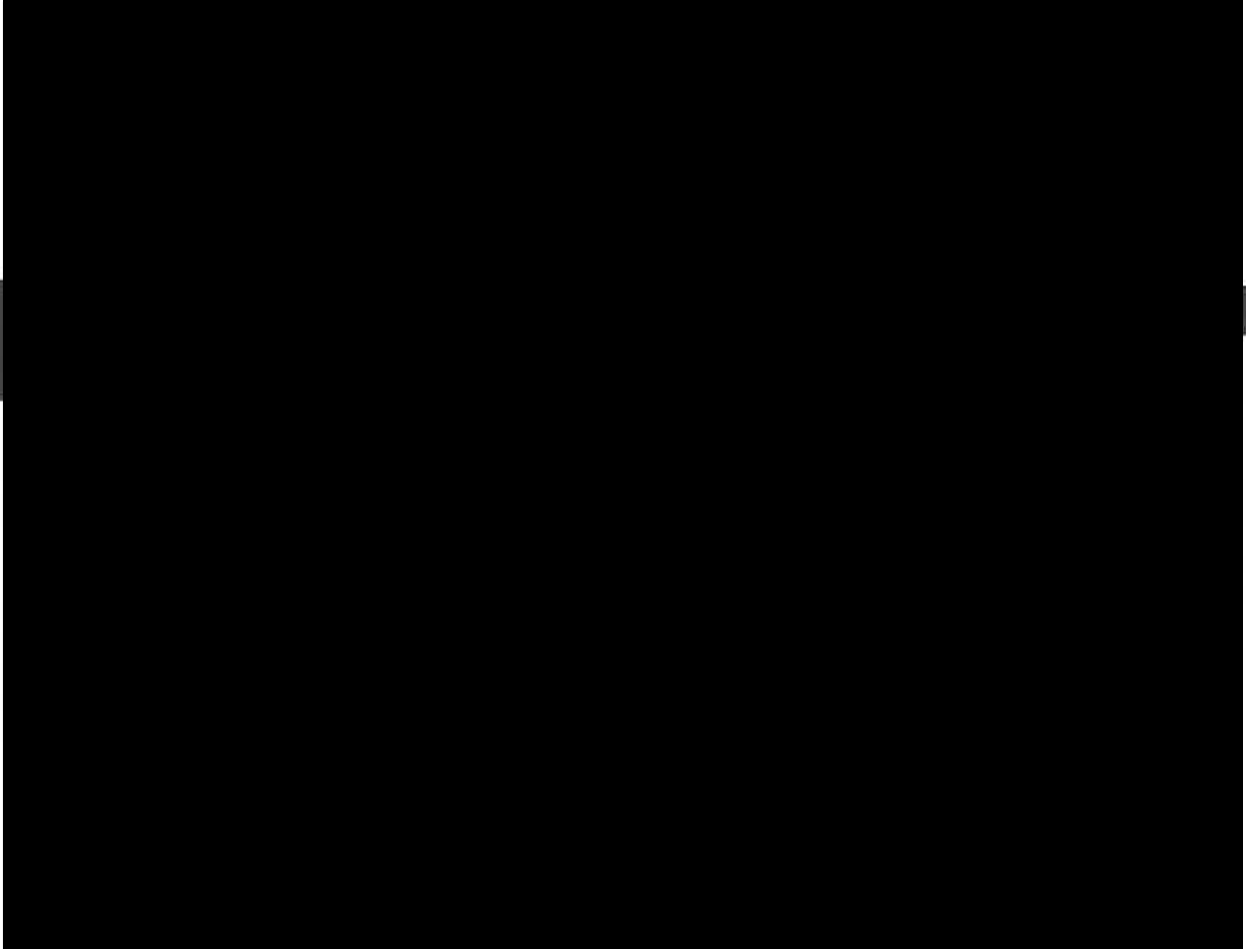
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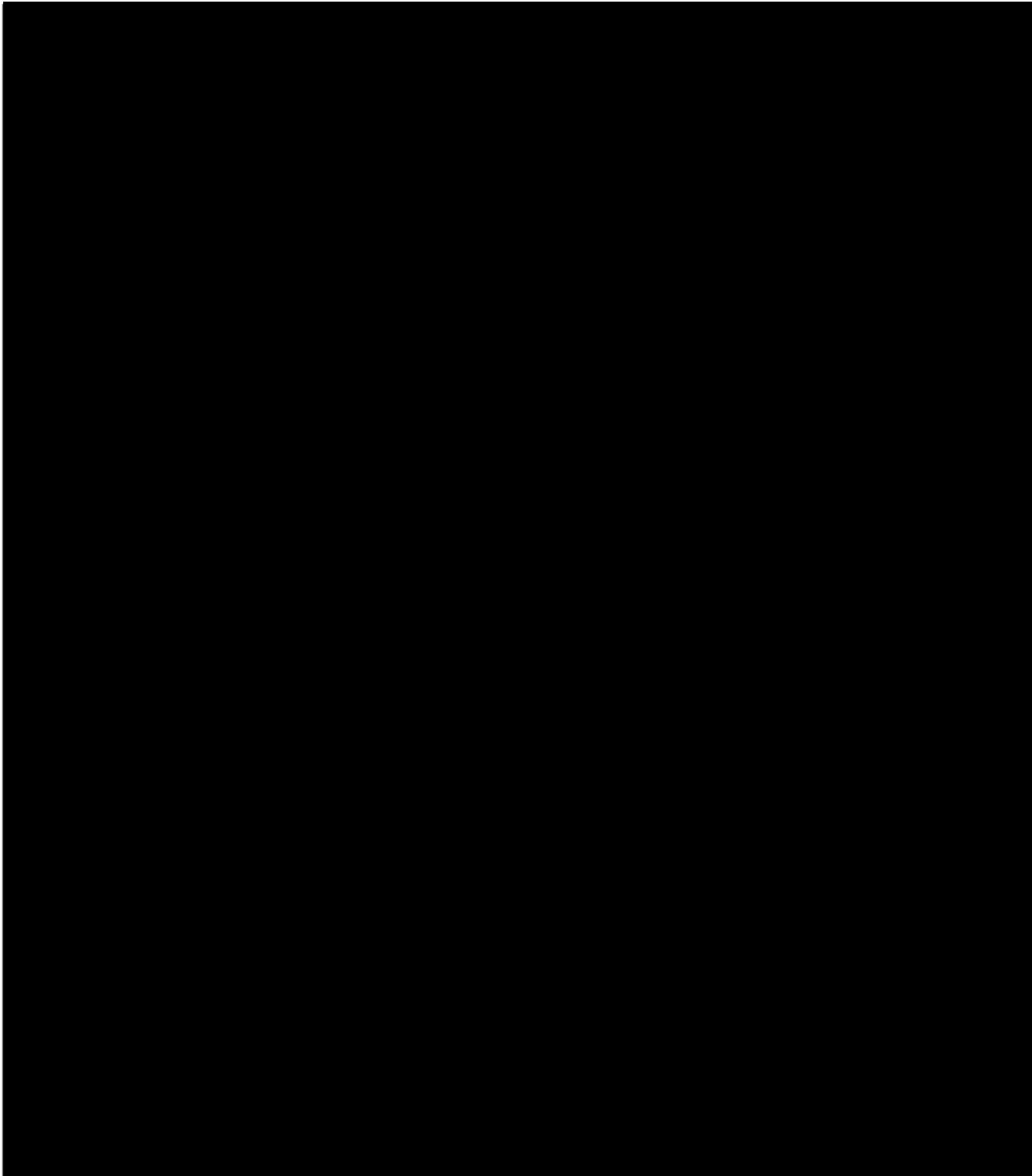
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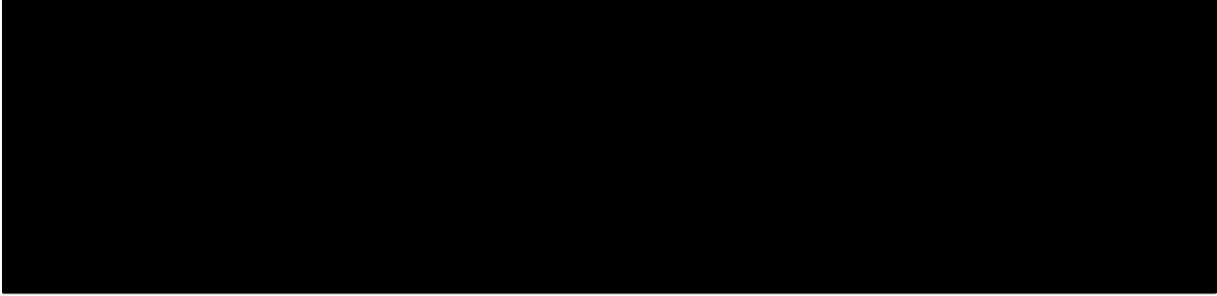
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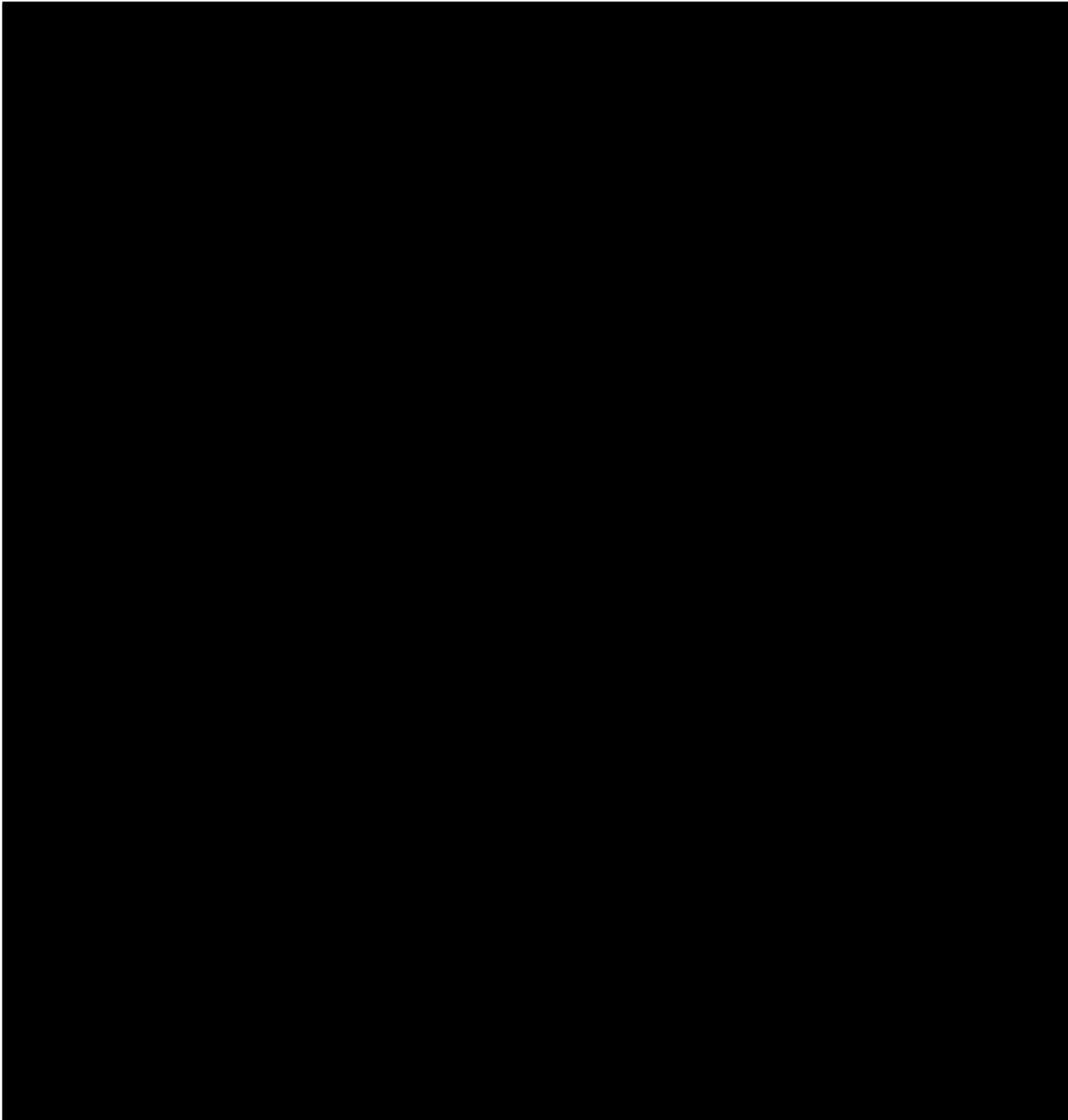
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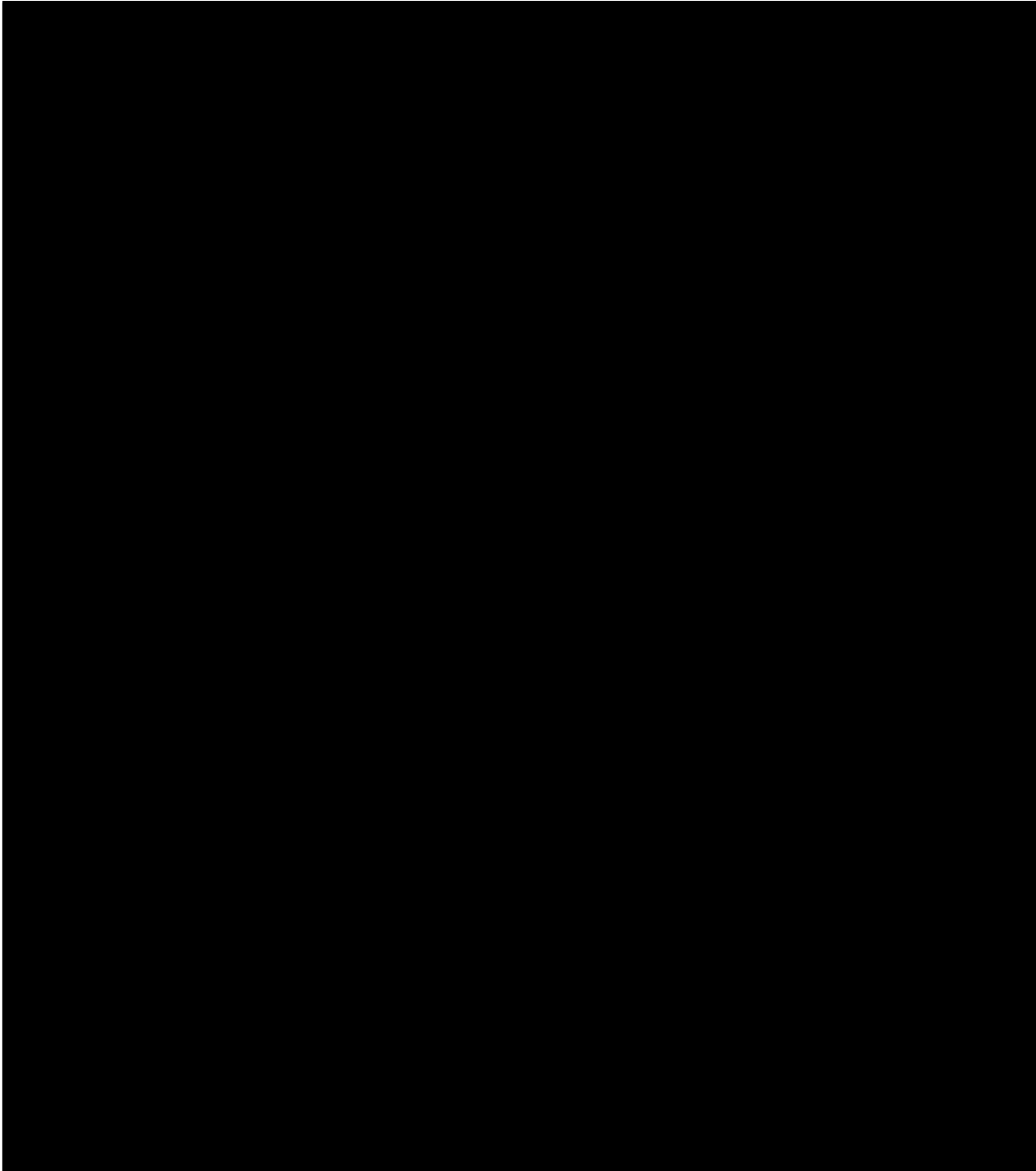
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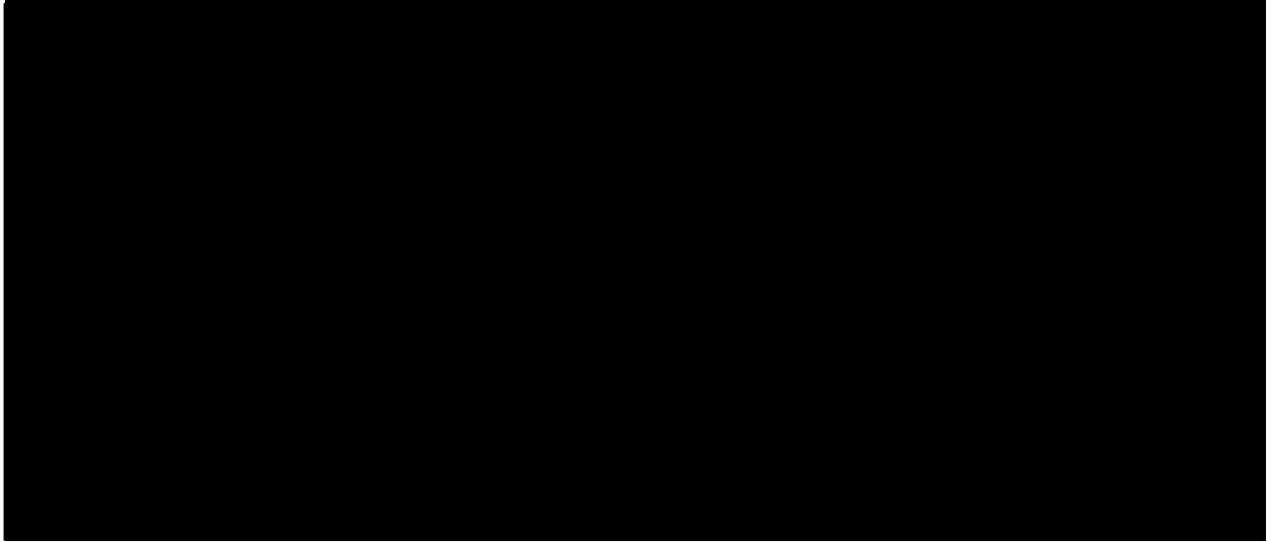
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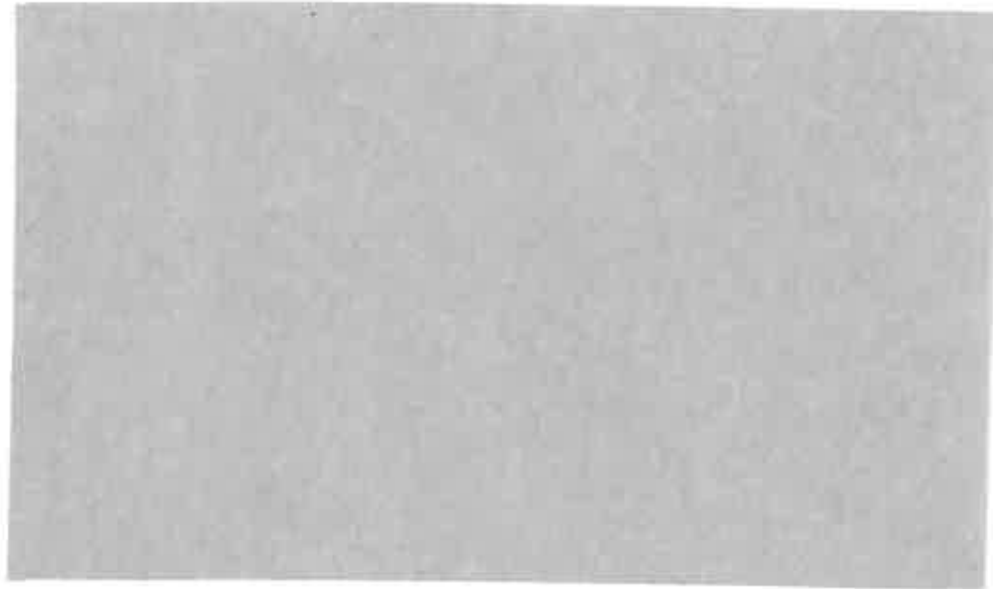
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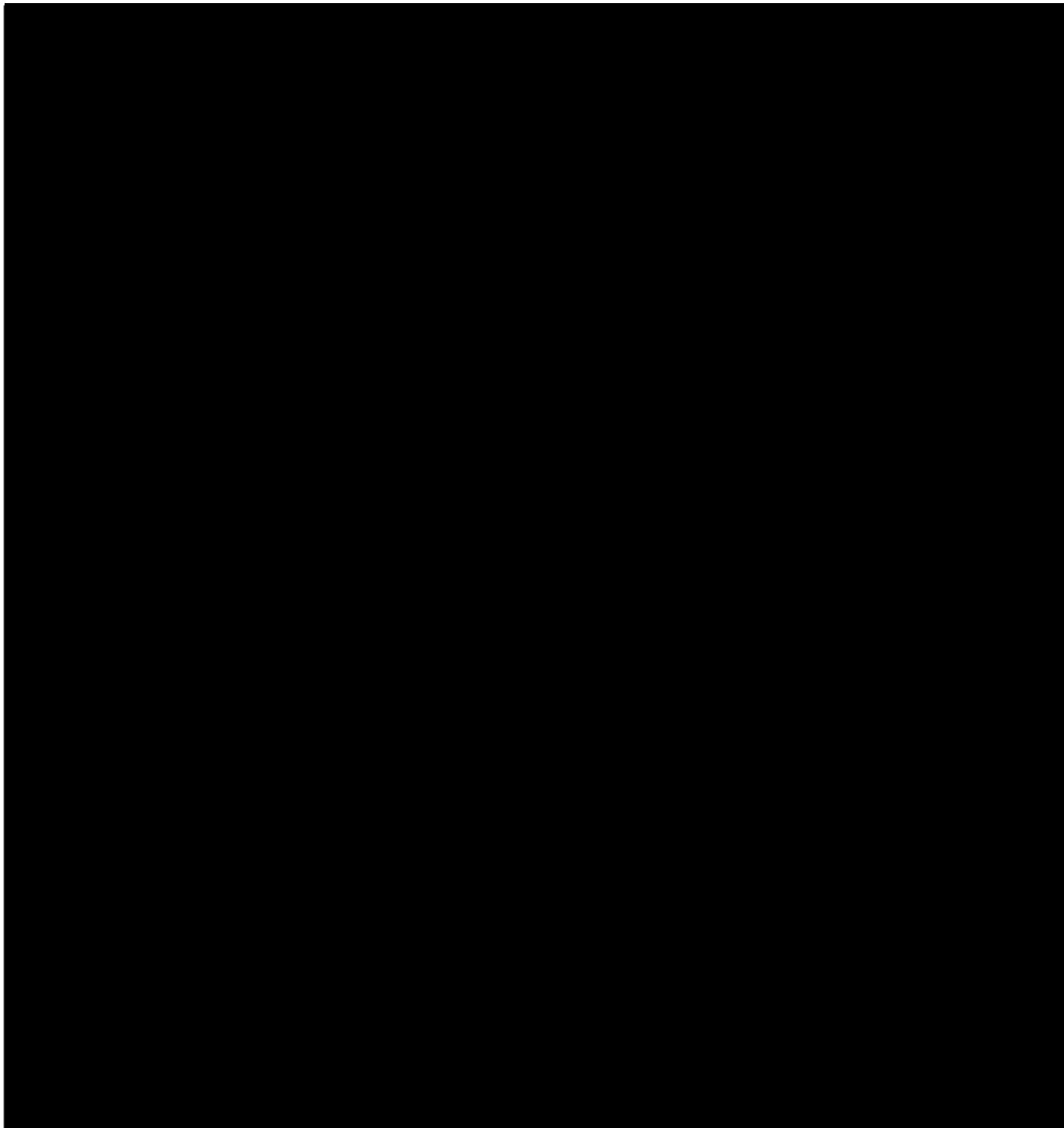
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SAMPLE OF PAPER STOCK FOR HEAT APPLIED STAMPS

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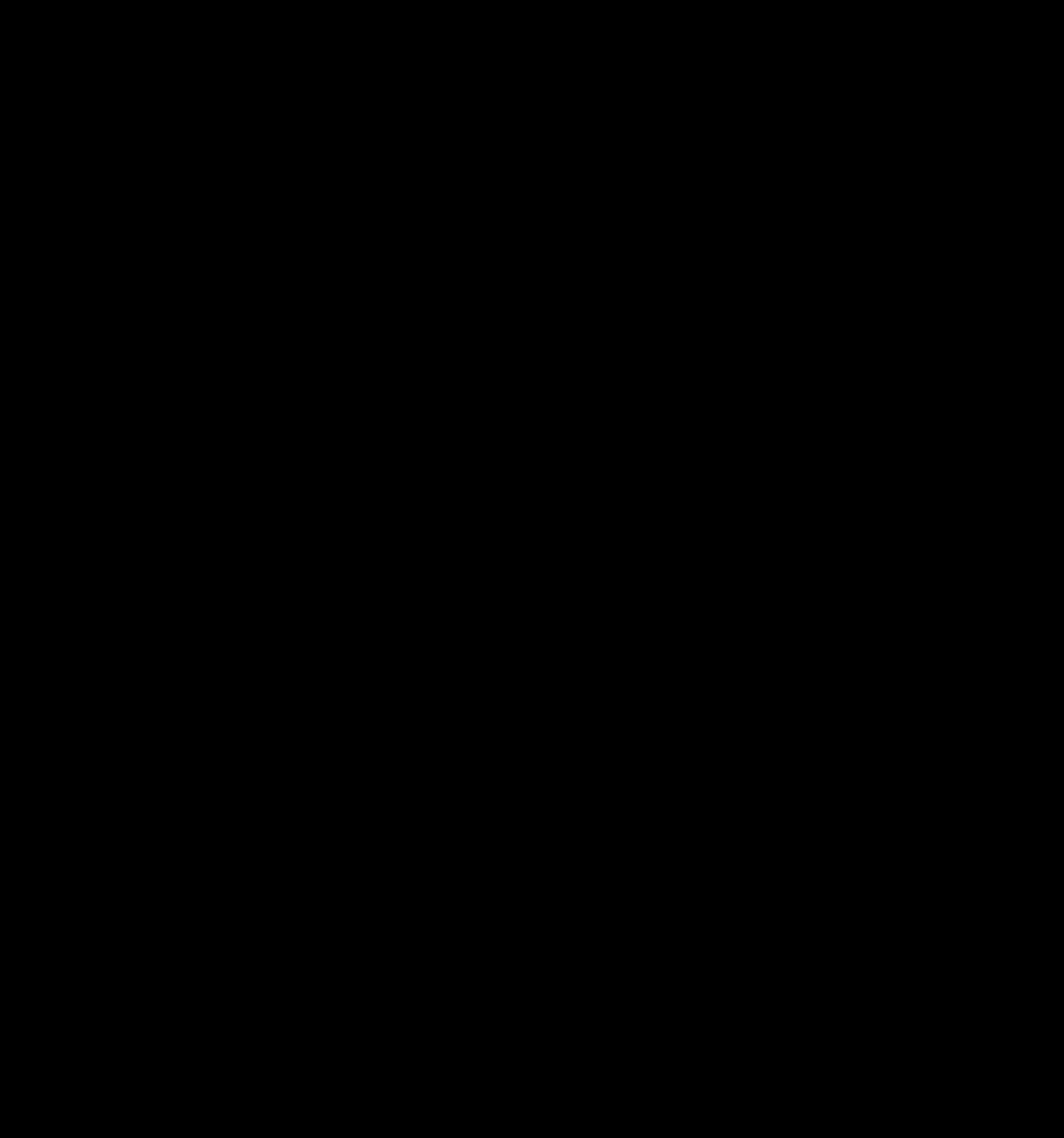
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RFQ #: TAX13001

PAPER MANUFACTURER AFFIDAVIT

Expera Specialty Solutions, LLC (manufacturer) assures that any inquiries regarding tax-stamp papers will be referred immediately to the U.S. Bureau of Alcohol, Tobacco, Firearms and Explosives; Department of Justice to verify whether the potential converter/printer is authorized to print tax-stamps.

Company Name: Expera Specialty Solutions, LLC

Authorized Signature: Dean Dalebroux
Dean Dalebroux, Director Marketing & Business Development

Date: November 16, 2015

State: WISCONSIN

County: OUTAGAMIE

Taken, subscribed and sworn to before me this 16th day of November, 2015.

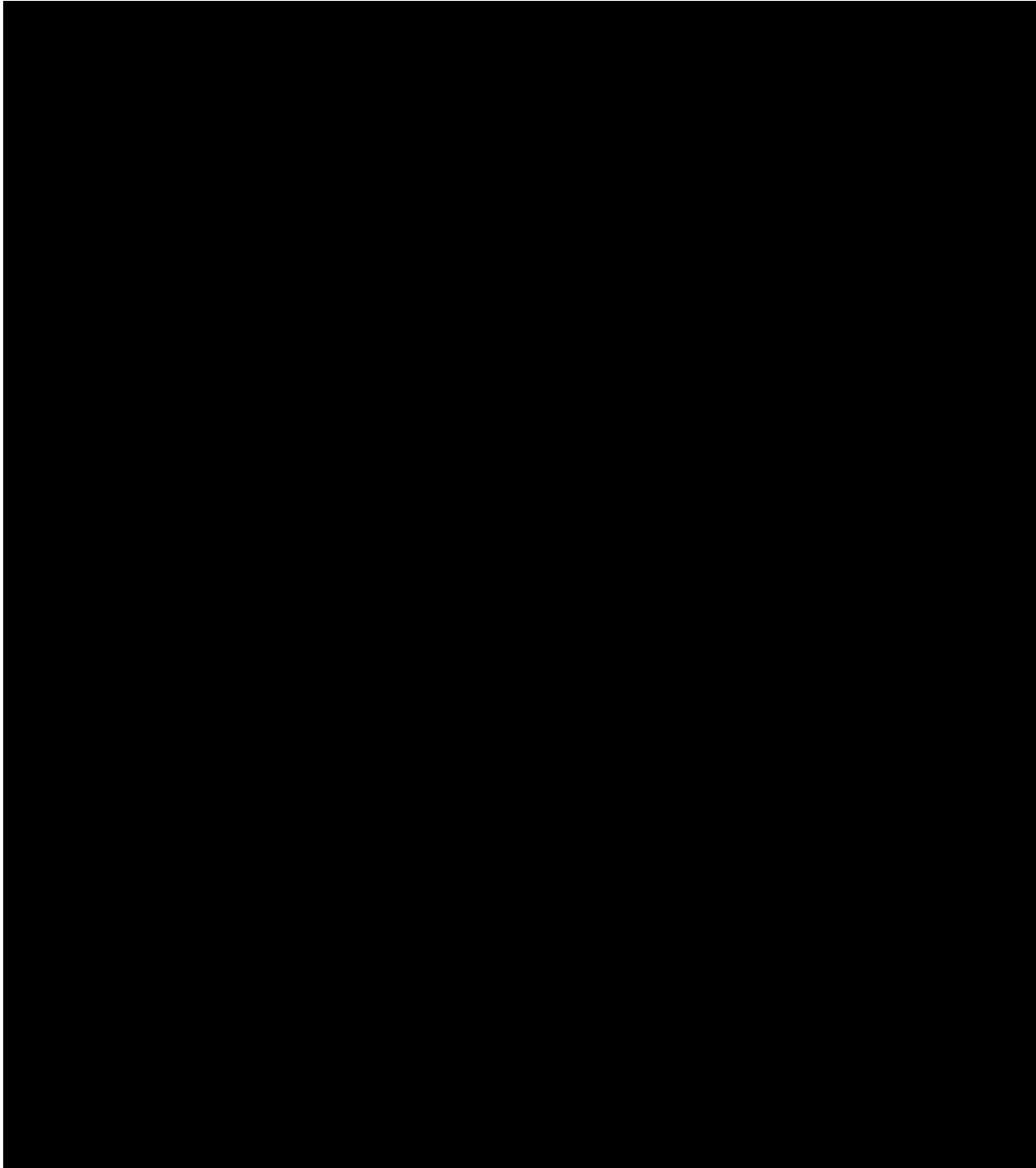
My commission expires October 2, 2018

NOTARY PUBLIC: Karen A. Husman

AFFIX SEAL HERE:

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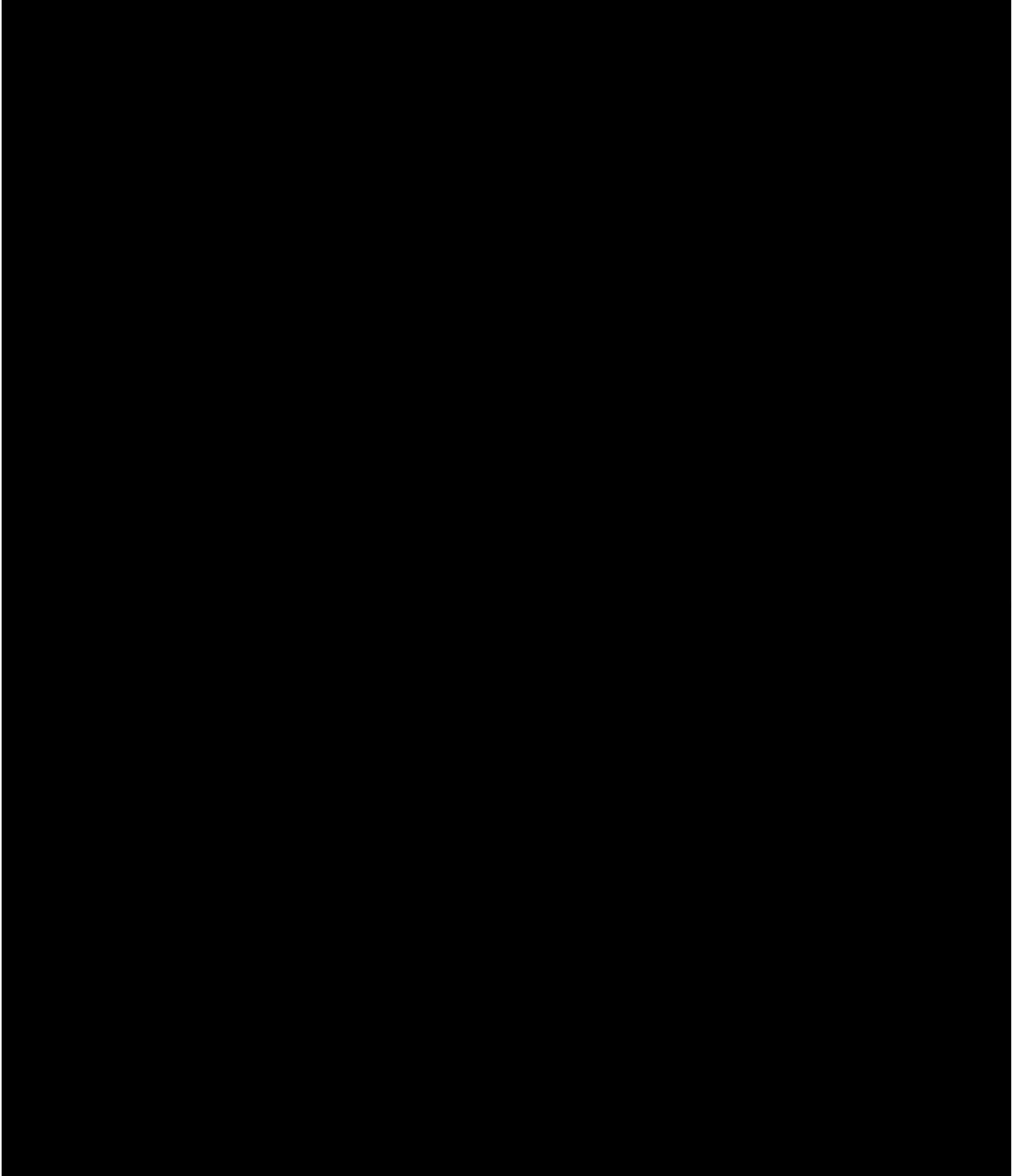
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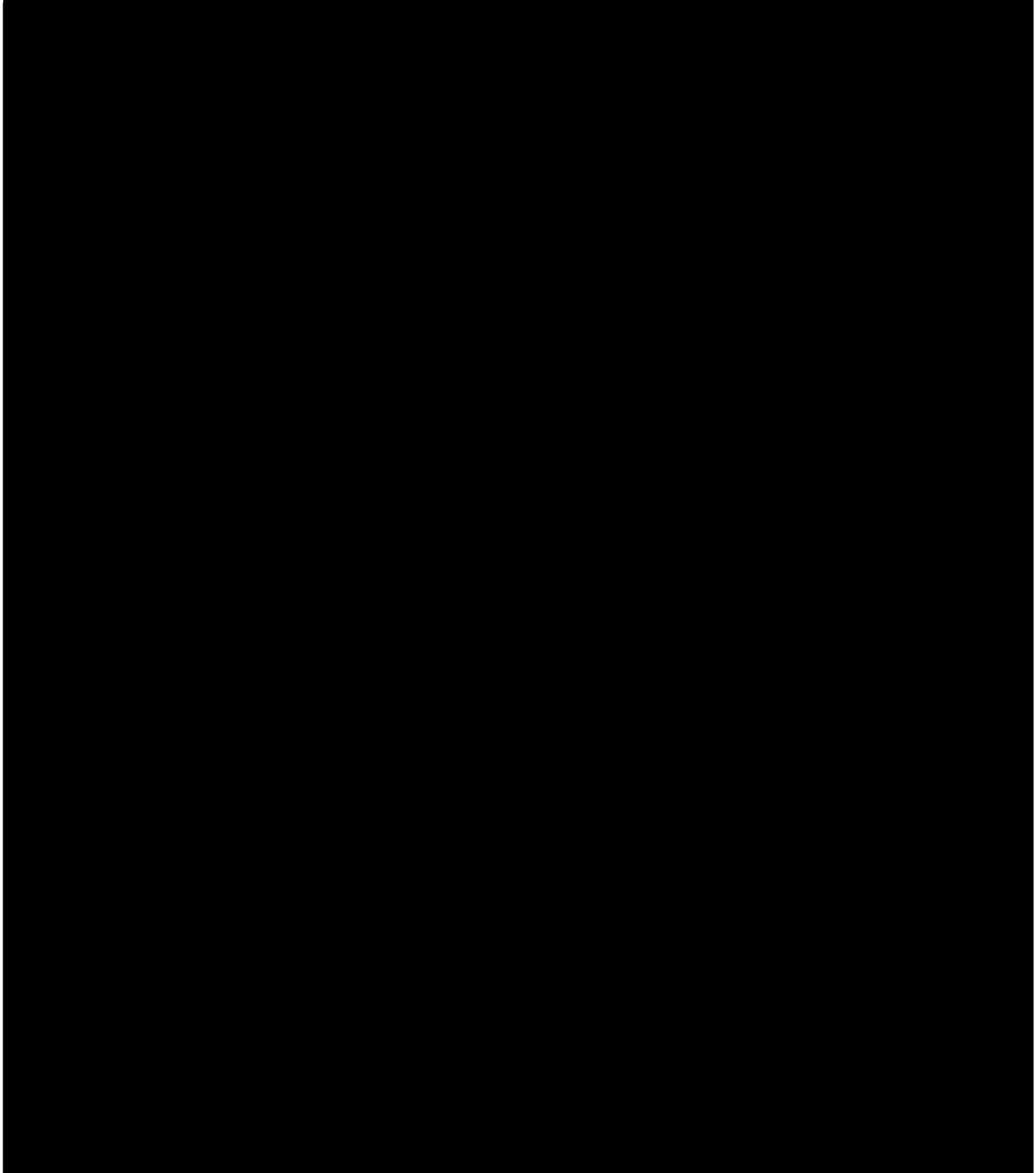
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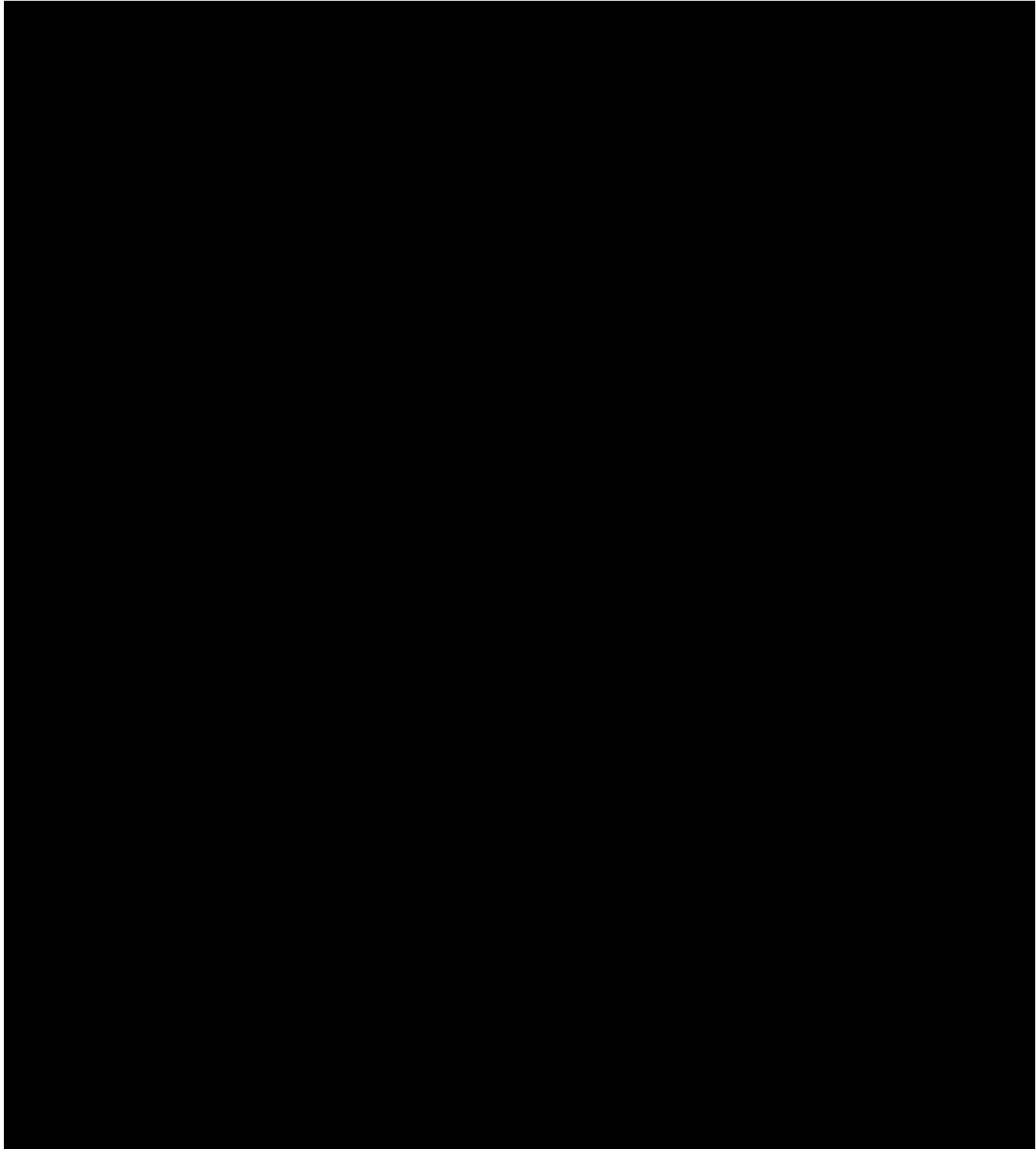
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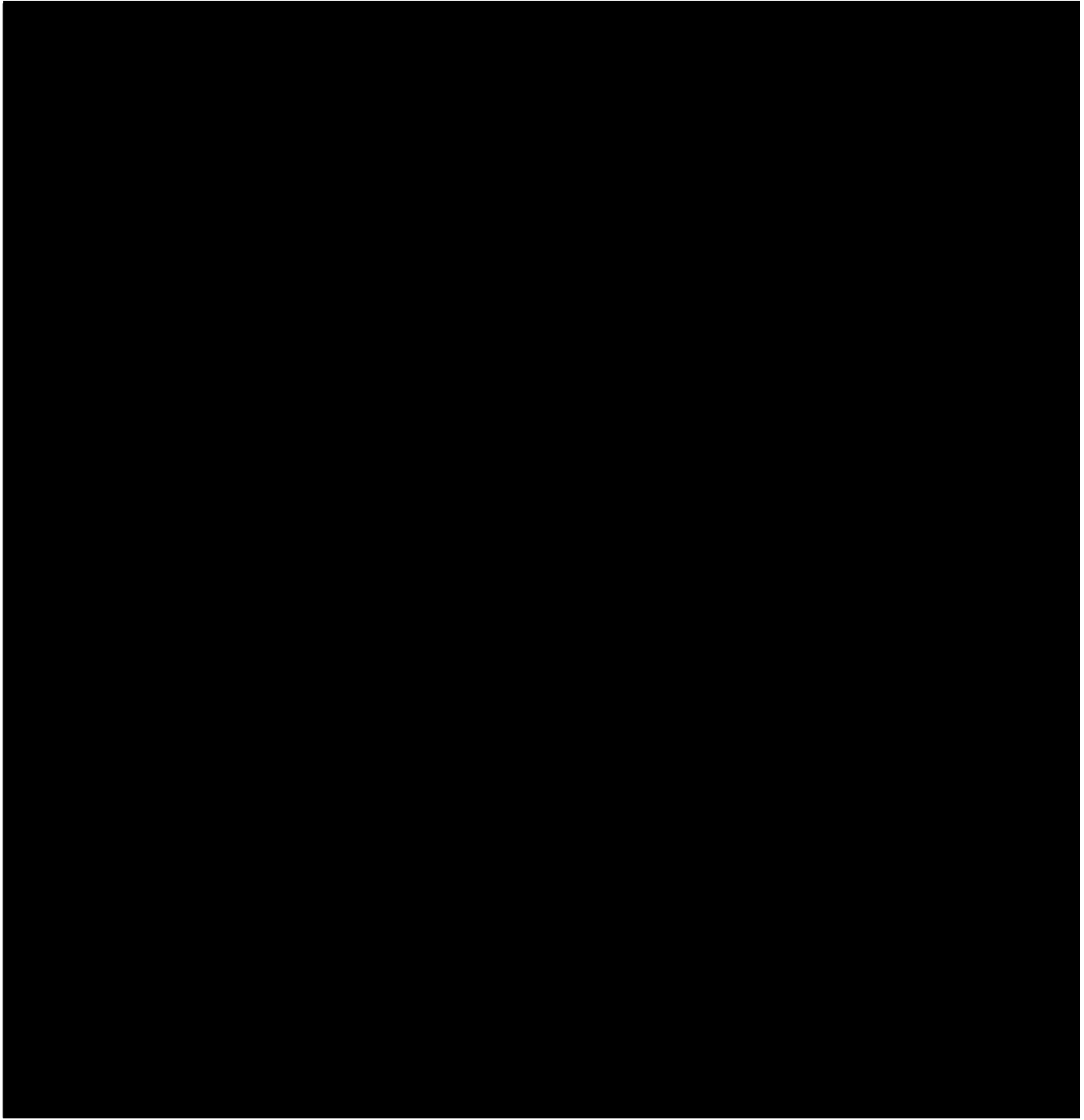
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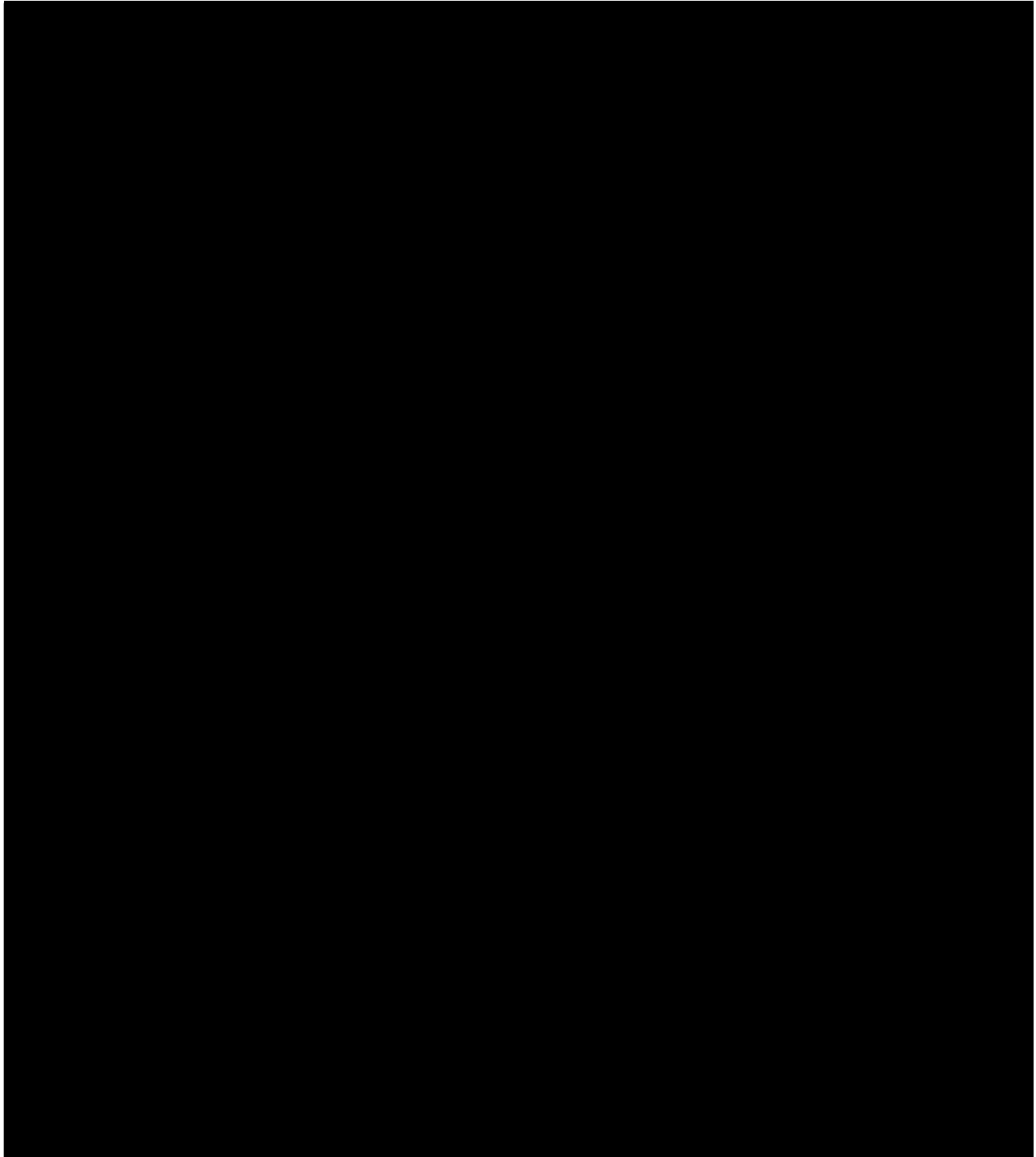
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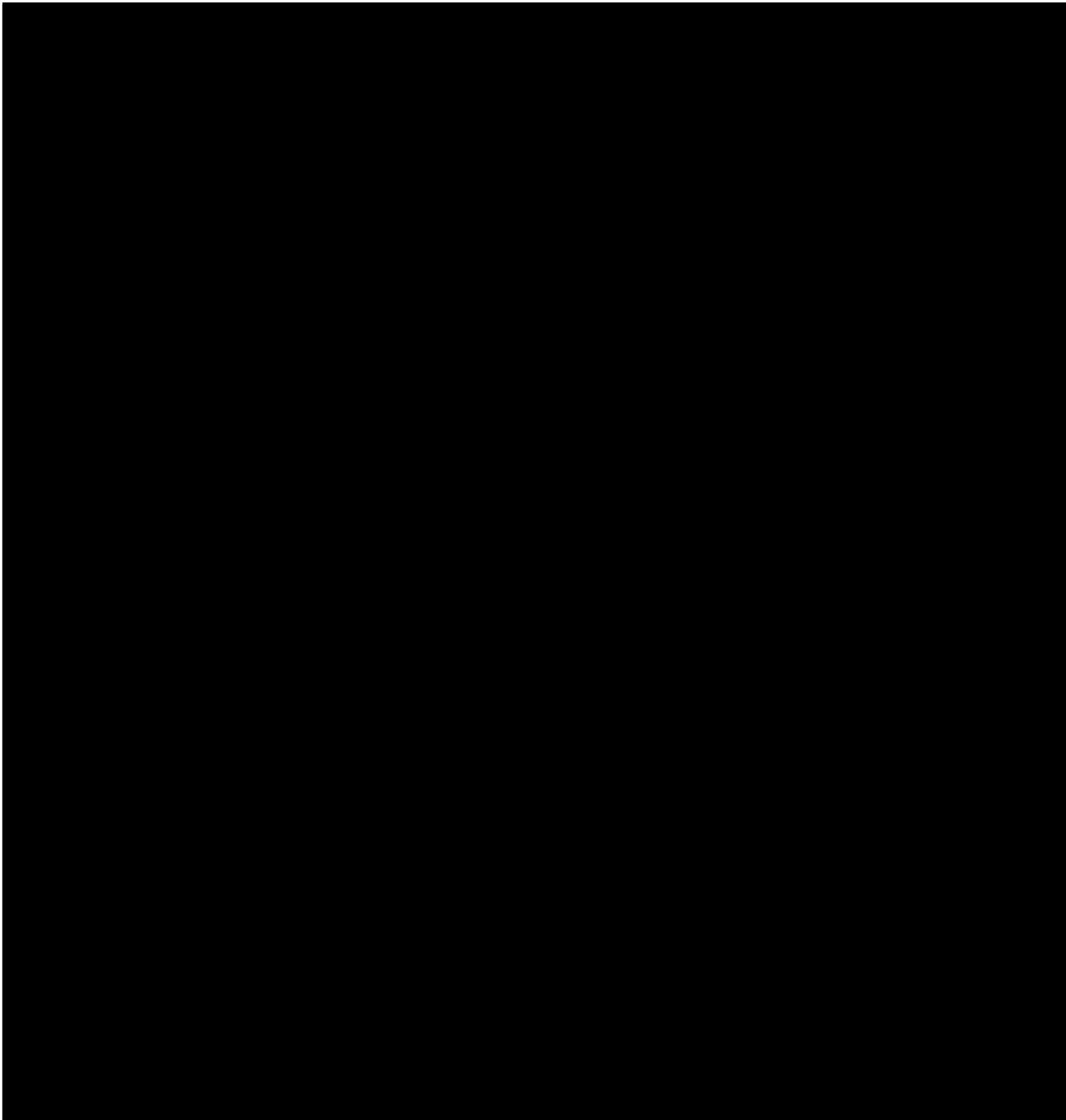
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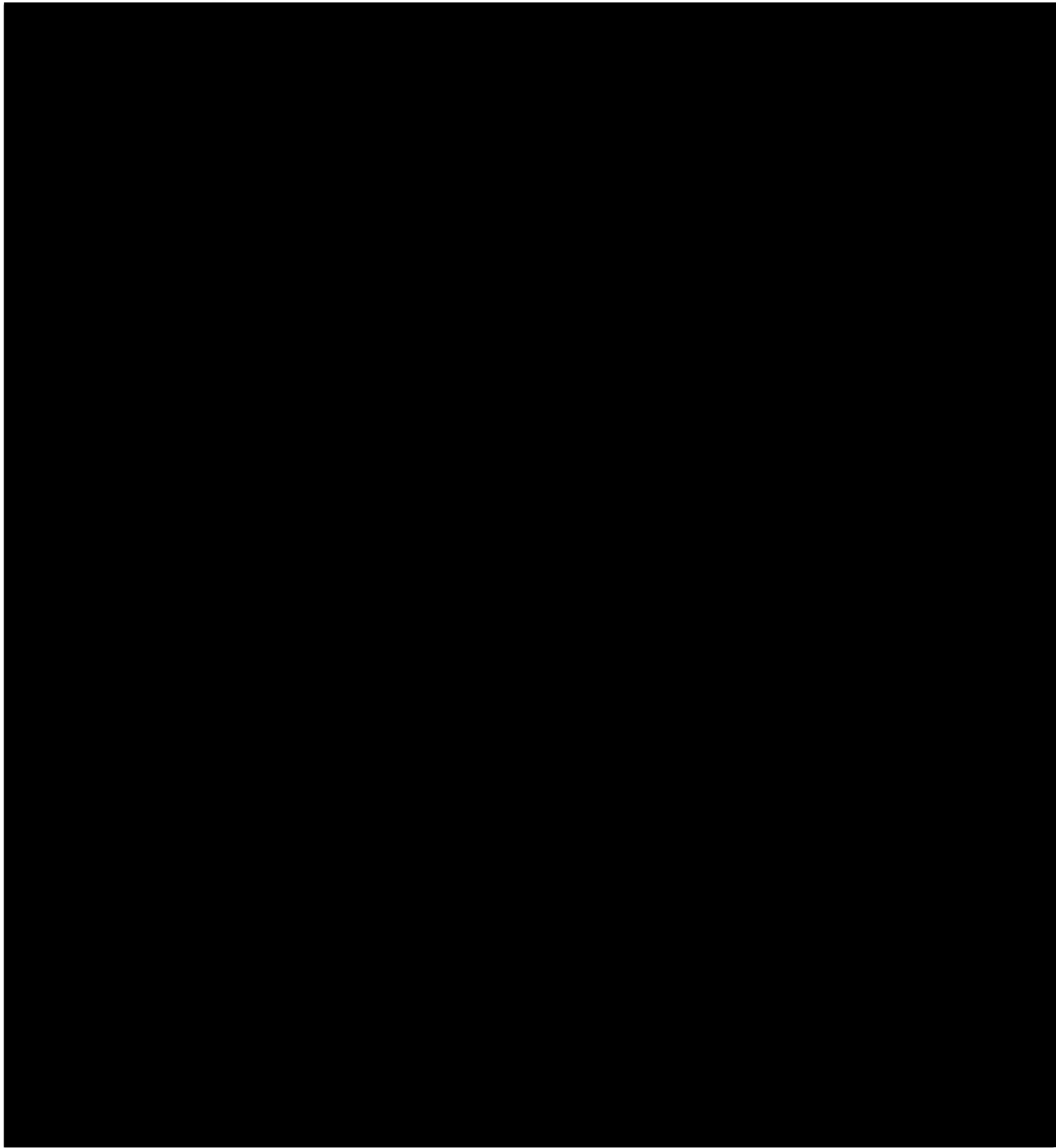
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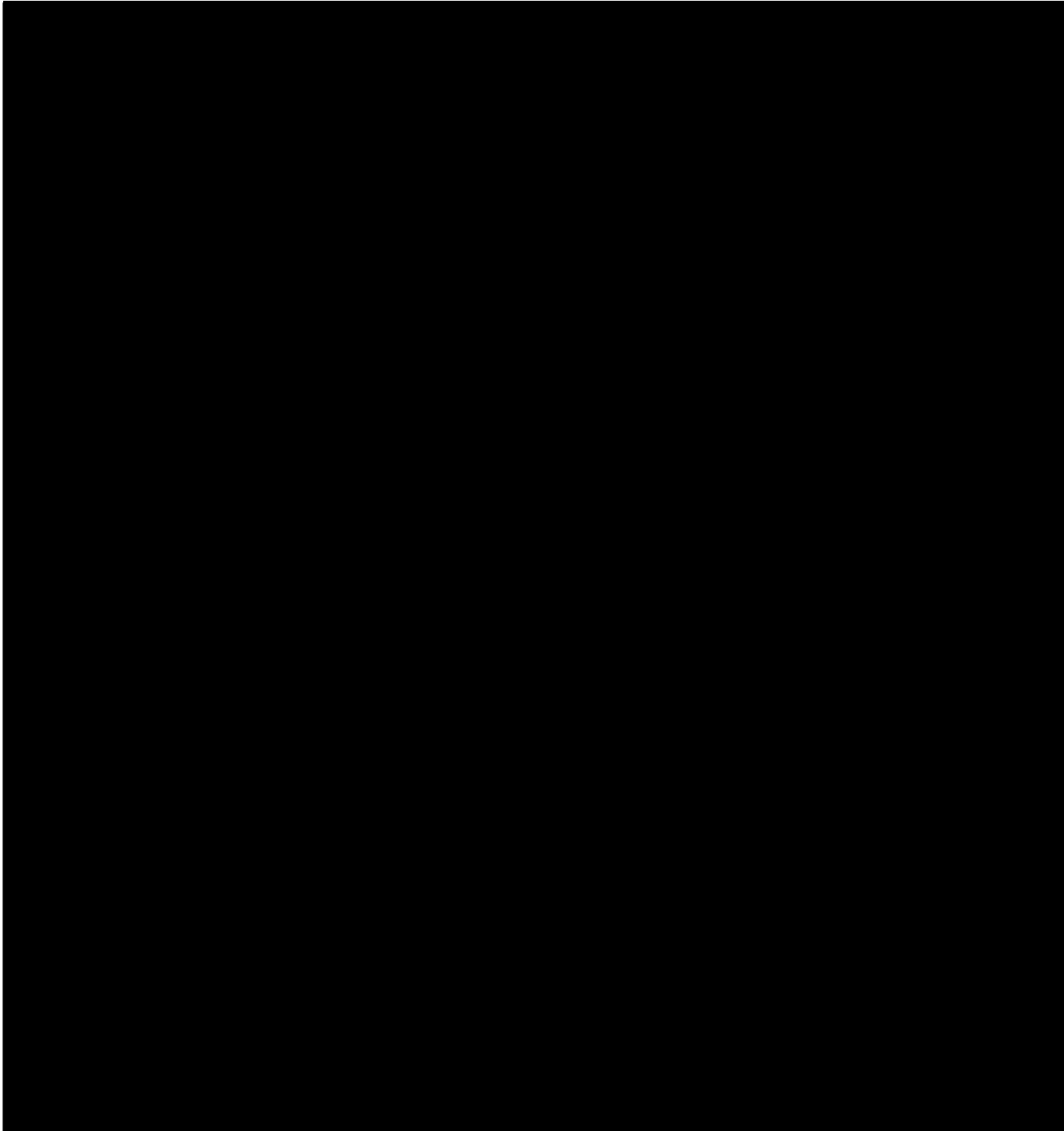
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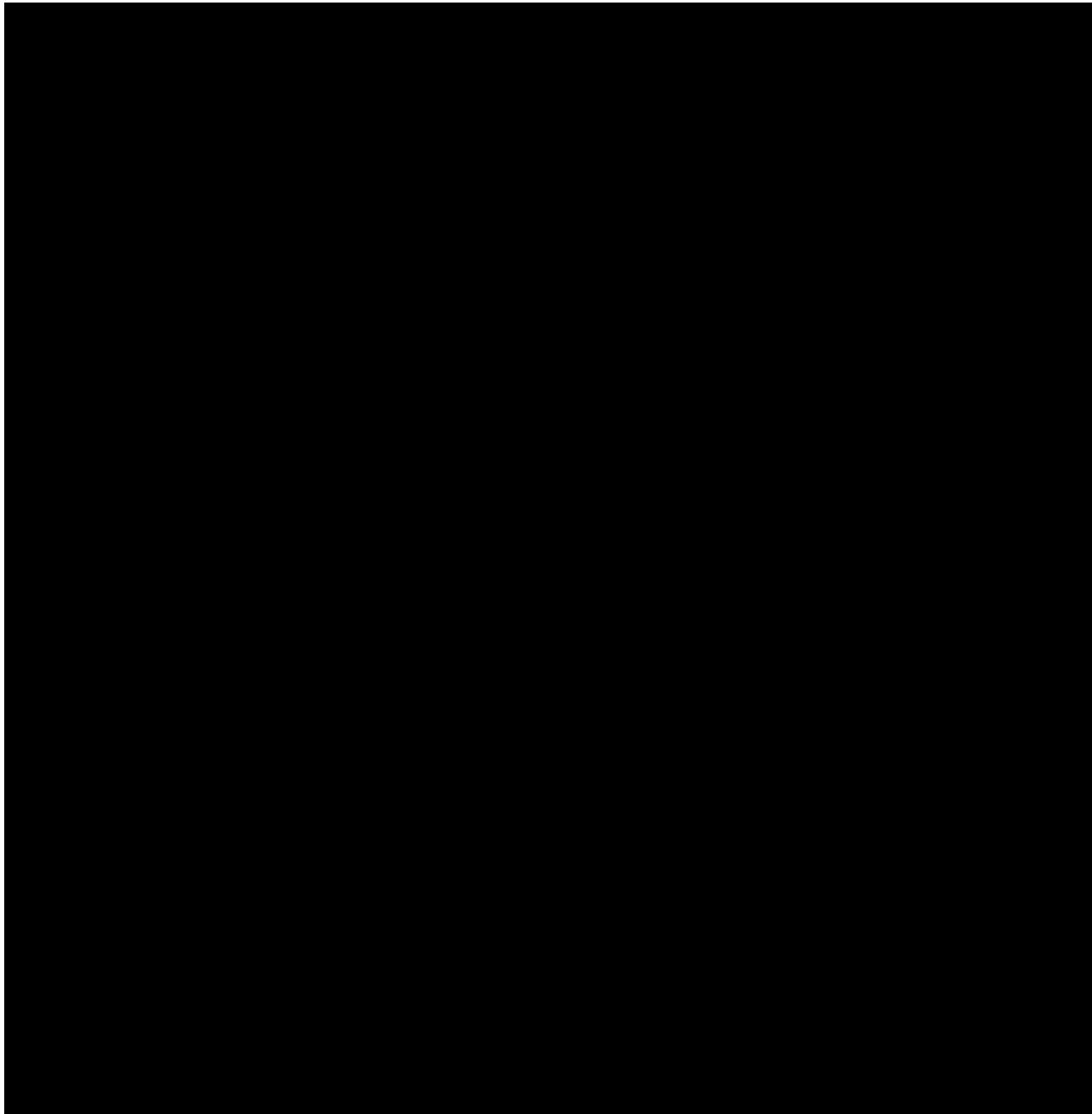
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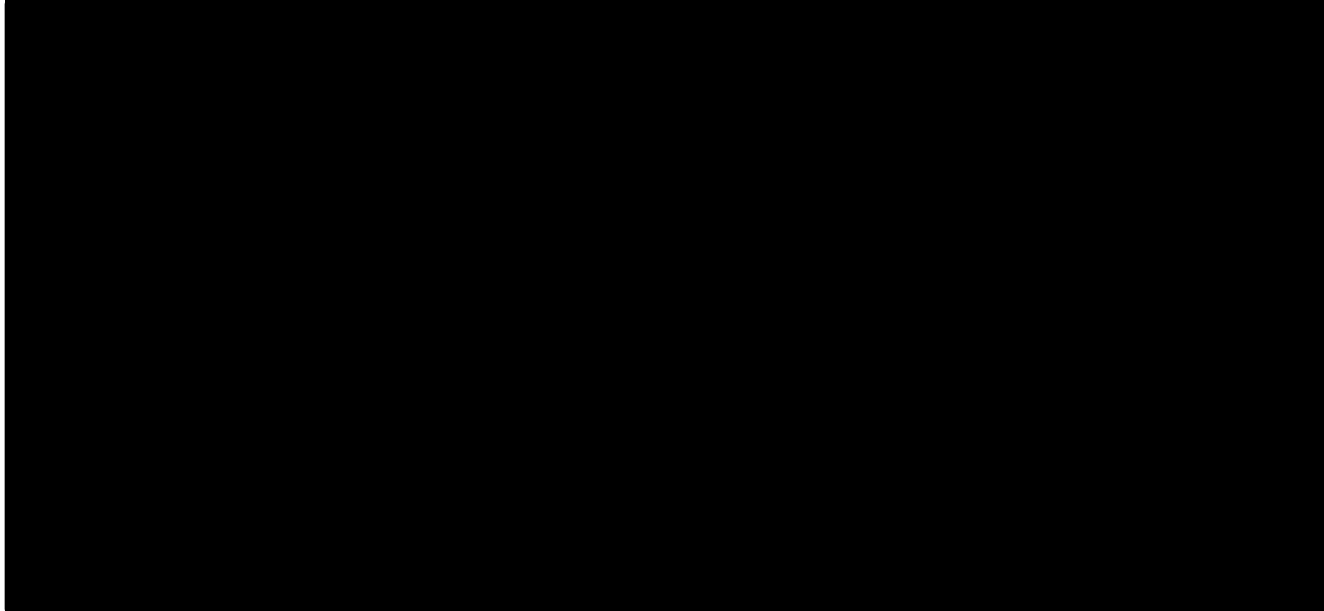
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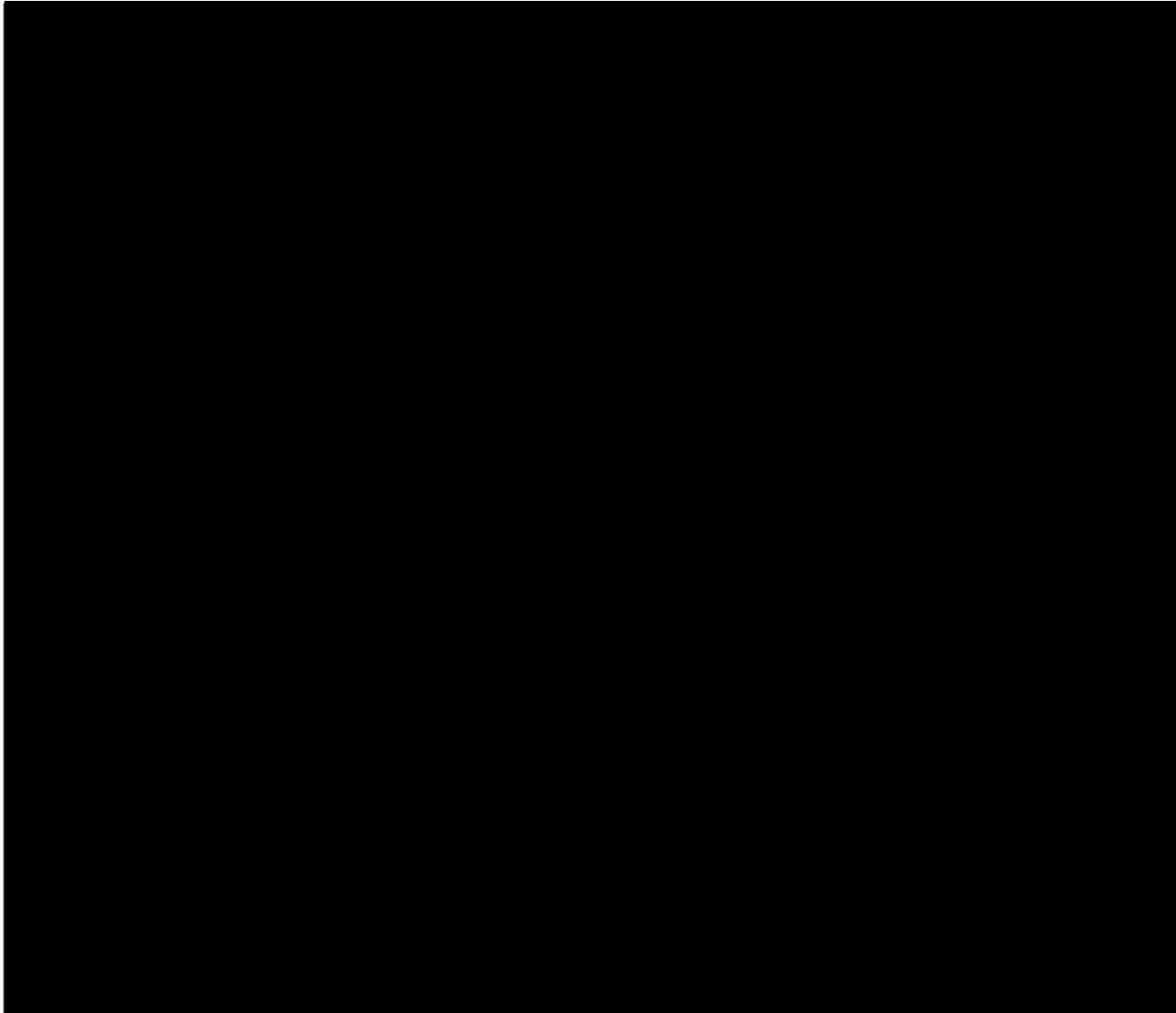
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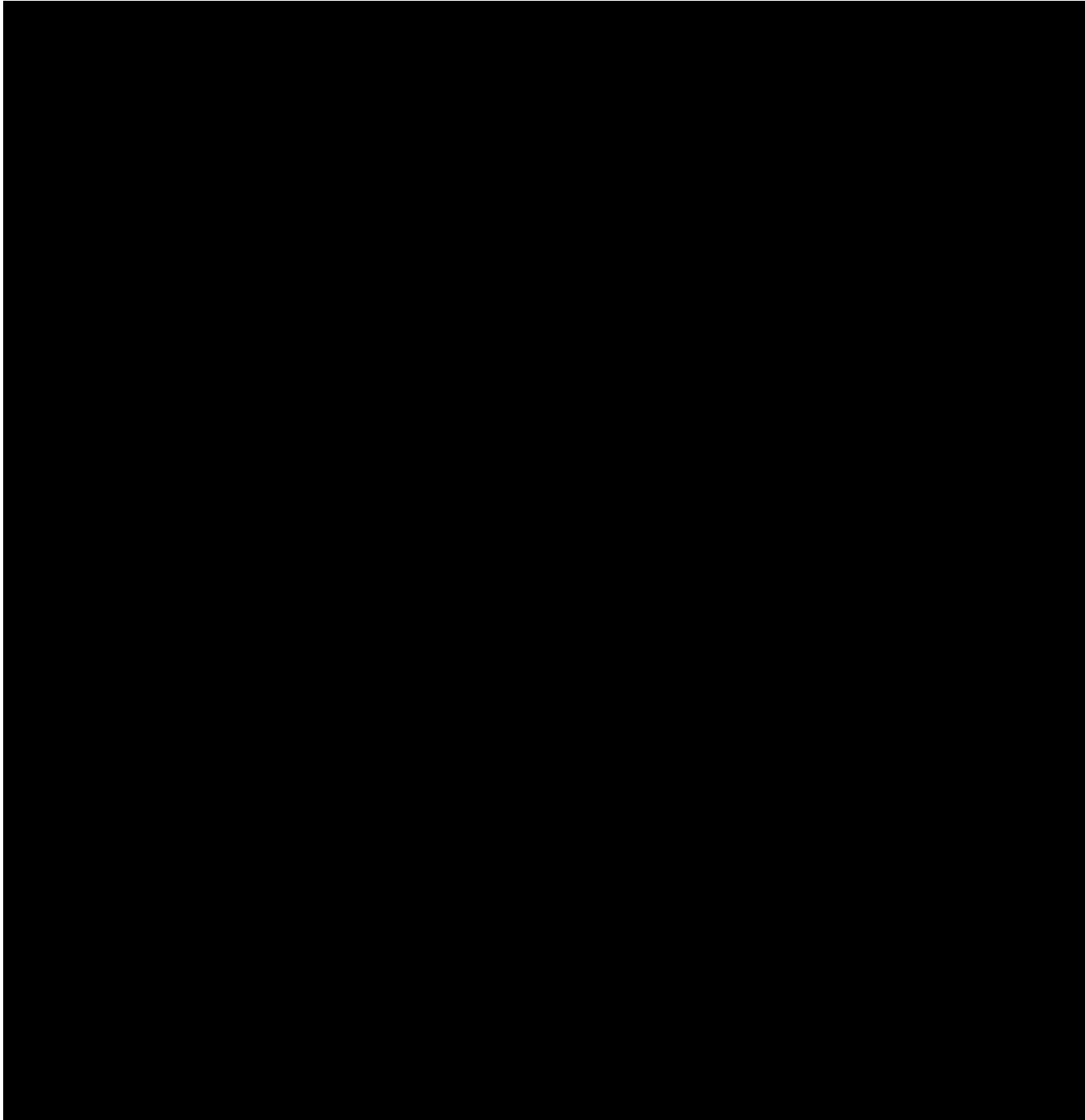
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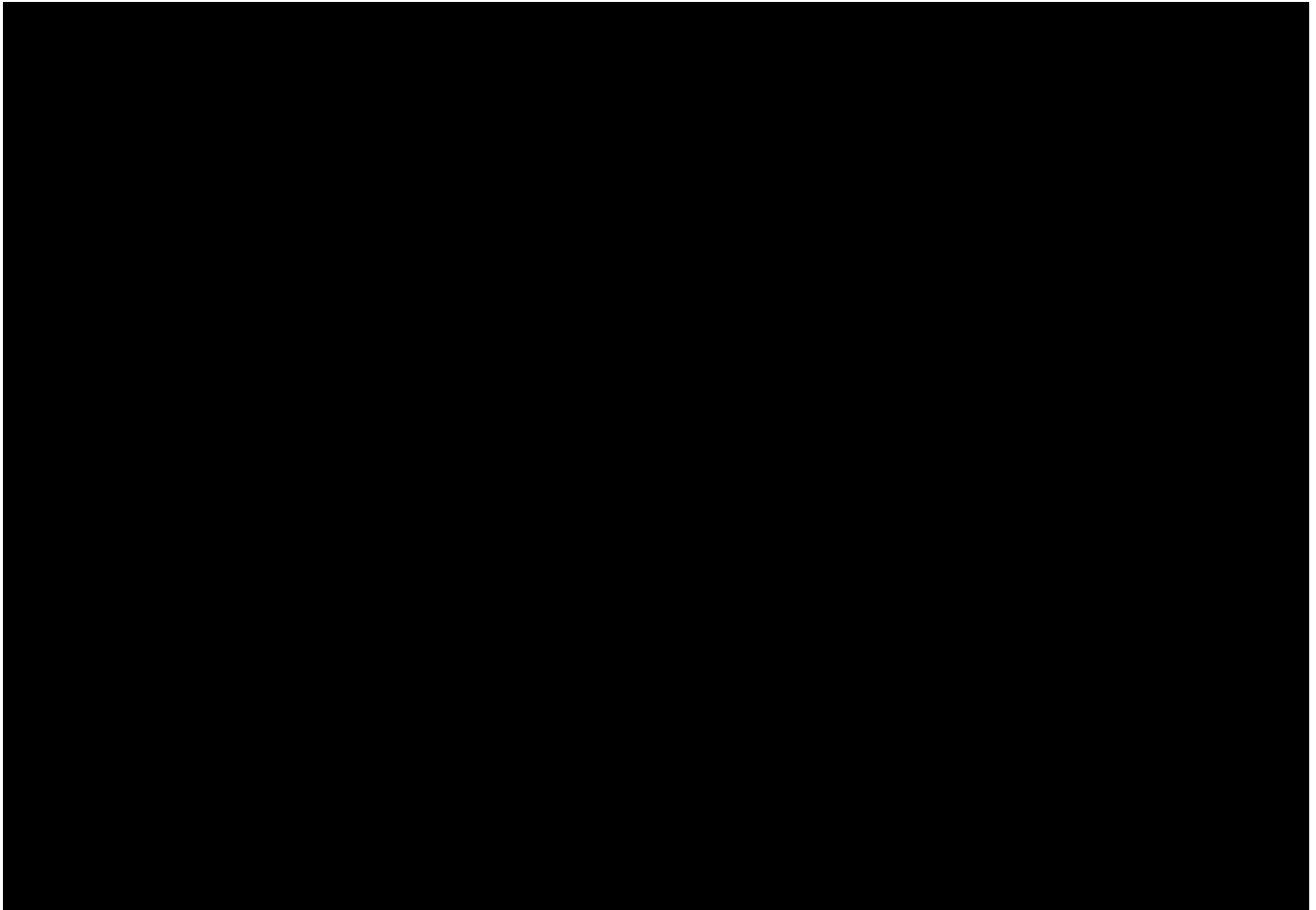
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