



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

Request for Quotation

RFQ NUMBER
TAX09005

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF TAX & REVENUE
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/23/2008				

BID OPENING DATE: **12/01/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		255-30		
<p>THE WV PURCHASING DIVISION, FOR THE AGENCY, WV STATE TAX DEPARTMENT, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE THE AGENCY WITH MACHINE HEAT AND HEAT IRON APPLIED DECAL CIGARETTE STAMPS.</p> <p>ATTACHMENTS: SPECIFICATIONS VENDOR PREFERENCE CERTIFICATE PURCHASING AFFIDAVIT BID BOND FORM WITH INSTRUCTIONS</p> <p>INQUIRES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 11/12/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRES TO:</p> <p>SHELLY MURRAY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: SHELLY.L.MURRAY@WV.GOV</p>						
CIGARETTE STAMPS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

Request for Quotation

RFQ NUMBER
TAX09005

PAGE
2

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF TAX & REVENUE
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/23/2008				

BID OPENING DATE: **12/01/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN</p>						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

Request for Quotation

RFQ NUMBER
TAX09005

PAGE
3

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF TAX & REVENUE
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/23/2008				

BID OPENING DATE: **12/01/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 6</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
TAX09005

PAGE
4

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF TAX & REVENUE
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/23/2008				

BID OPENING DATE: **12/01/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>PASS THROUGH PRICE INCREASES WILL BE CONSIDERED AT TIME OF CONTRACT RENEWAL ONLY.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

Request for Quotation

RFQ NUMBER
TAX09005

PAGE
5

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF TAX & REVENUE
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/23/2008				

BID OPENING DATE: **12/01/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY / FILE 31</p> <p>RFQ. NO.: TAX09005</p> <p>BID OPENING DATE: 12/01/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

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



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

Request for Quotation

RFQ NUMBER
TAX09005

PAGE
6

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

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

SHIP TO	DEPARTMENT OF TAX & REVENUE
	VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/23/2008				

BID OPENING DATE: **12/01/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ TAX09005 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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

WEST VIRGINIA STATE TAX DEPARTMENT
INTERNAL AUDITING DIVISION

SPECIFICATIONS FOR
MACHINE HEAT AND HEAT IRON APPLIED CIGARETTE STAMPS
(FOR PACKAGES OF 20 CIGARETTES - 30,000 PER ROLL)
(FOR PACKAGES OF 20 CIGARETTES - 100 PER SHEET)
(FOR PACKAGES OF 25 CIGARETTES - 7,200 PER ROLL)
OPEN END CONTRACT

The Department of Administration will receive bids for furnishing machine heat and heat iron applied decal cigarette stamps.

QUANTITY AND PRICE: Quantity and denomination will be indicated on the release order. Bidders must submit net price per thousand stamps, manufactured and packed according to specifications.

This is an open-ended contract. The quantities in the RFQ are estimated and the actual quantities will be supplied to the awarded vendor. This contract will be awarded for one year with the option to renew two one-year renewals. Price increases may be considered at the time of renewal but must be demonstrated as "pass through" costs only.

BONDS: Five percent (5%) of the total amount of the bid payable to the State of West Virginia shall be submitted with each bid as a bid bond.

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

CANCELLATION: The Director of Purchasing reserves the right to cancel any contract immediately upon written notice to the vendor if the materials or workmanship supplied are of an inferior quality or do not conform with the specifications of the contract herein.

TYPE AND APPLICATION: Stamps must offer maximum security against illegal counterfeiting. 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.

Bidder should furnish with bid, canceled samples of stamps for machine application and list of ten States now using their machine applied stamps and also list 10 States now using their machines for applying said stamps. Vendor must have five years experience in the manufacturing of cigarette stamps.

SIZE, DESIGN AND COLORS: Each stamp must 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.

Stamps for machine and heat iron applications shall measure approximately $\frac{1}{2}$ " x $\frac{1}{2}$ ". Colors and design of stamps are to be approved by the Internal Auditing Division. Bidders should submit with proposal, and must submit upon request, and without charge, samples of designs and colors.

The following will be printed on the face of each stamp:

- A. 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.
- B. The words "State of West Virginia 20 Cigarette Tax Stamp" for 100 stamps per sheet 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.
- C. 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.

NUMBERING: 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.

LAYOUT AND PACKING: 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 descending numbers at regularly specified intervals on the other side, for accounting purposes.

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 are to be packed in corrugated containers, each carton to be securely sealed and labeled showing quantity, denominations and serial numbers of rolls contained therein.

Stamps for heat iron application are to be furnished in sheets containing 100 stamps to each sheet for 20's. Stamps are to be in pads of 10 sheets per pad with 10 pads per a 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.

PAPER: 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, Internal Auditing Division.

All paper must be processed with a 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 colored paper.

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 destroyed and a destruction notice shall be filed with the Internal Auditing Division within 10 business days.

Bidder should furnish with bid, and must furnish upon request, samples of paper, which he proposes to furnish for machine, and heat iron applied stamps.

MATERIALS: All colors, inks, and other ingredients used in the manufacture 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 West Virginia State Tax Department in detecting counterfeit stamps.

WORKMANSHIP: 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.

PRODUCTION CONTROL: Each bidder must outline in detail in their bid their system of internal controls and security in the process of manufacture to protect the state against theft and unlawful production of heat applied decal cigarette stamps. These controls must include but not be limited to:

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

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

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.

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, with closed circuit TV monitors, motion or infrared detectors, etc. and protected from fire a Underwriters' approved sprinkler or other approved fire retardant system.

Bidder must have a disaster recovery plan in place to ensure an uninterrupted supply of stamps.

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.

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.

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

The Internal Auditing Division reserves the right to reject any stamps which upon receipt and inspection do not conform with the specifications or which are not readily transferable to cellophane or not sufficiently adhesive or satisfactory in any other respect.

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

The successful bidder shall give to the Internal Auditing Division or their authorized representative free access to the plant at all times during the period of manufacture and/or storage and shall afford to such representative every facility for inspection of the work in process.

UNDER-RUN: 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.

The manufacturer is to destroy damaged or imperfect stamps and to evidence such destruction by filing an affidavit with the Internal Auditing Division within ten business days.

DISPOSAL OF STONE AND PLATES: It is specifically 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, Internal Auditing Division, and shall be held by the manufacturer for destruction upon completion of the contract and authority from the Internal Auditing Division.

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 Internal Auditing

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.

ACCOUNTING: Full and accurate account must be made to the Internal Auditing 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 anytime if the Internal Auditing Division so desires, all such plates, designs, films, etc., will be destroyed and disposed of as directed by the Internal Auditing Division.

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 Internal Auditing Division upon demand at any time. Inspection 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.

STAMP APPLYING MACHINES: 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. Vendor should supply a list of equipment they will lease with their bid and must supply upon request.

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 Internal Auditing Division, prior to the removal of the machine from the premises of the wholesale dealer.

Machines and related equipment must meet with the approval of the Internal Auditing 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 Internal Auditing Division prior to the time of awarding the contract.

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 Internal Auditing Division.

Vendor must guarantee that the stamps for machine applications will apply in a satisfactory manner and at a high rate of speed.

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 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.

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 the 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.

Vendor must have sufficient trained personnel on call to respond within 36 hours, Monday through Friday, to properly maintain, service and repair stamp-applying machines so that mechanical failure will not substantially disrupt stamping by the tobacco distributors and receipt of revenue by the West Virginia Tax Department.

Successful bidder must guarantee that the tax stamps and the stamp applying 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 the 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.

PROTECTION: All stamps and paper must contain proven protective features to guarantee against illegal reproduction. Successful bidder shall submit a separate confidential detailed statement to the Internal Auditing Division, explaining fully their system for the protection of the Internal Auditing Division against unlawful reproduction and the method by which such reproduction can be detected by personnel of the Internal Auditing Division. The confidential statement shall not be made a part of the bid.

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

PAYMENT: Each shipment of stamps shall be invoiced separately. Payment of invoices will be made according to customary State procedure.

AWARD: Before an award is made, the Purchasing Division reserves the right to request the bidder demonstrates and prove to their satisfaction the acceptability of their stamps to the West Virginia Tax Department. The Purchasing Division also reserves the right to request the bidder to demonstrate and prove the effectiveness of any and all protective features required.

RESERVATIONS: The Director of Purchasing reserves the right to waive minor technicalities and to reject any and all bids.

DELIVERY: Drop ship 120,000,000 or 160 cases prior to February 15, 2009. Ship 250,000 (1 case) heat applied cigarette tax stamps for packages of 20 cigarettes in sheets of 100 stamps per sheet prior to 02-15-09. Ship remaining 99,000,000 (132 cases) when space becomes available in our vault with transportation charges prepaid, F.O.B. The vendor will be notified when to make these two-drop shipments. 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 Victoria Martin (304-558-8608) of the Internal Auditing Division before printing and again prior to shipment of the completed order.

Must provide proof of stamps within ten business days after award of contract and prior to printing.

BID FORM

TAX09005 - WV CIGARETTE STAMPS

ITEM DESCRIPTION	ESTIMATED QUANTITY	PRICE PER 1,000	EXTENDED PRICE
Fuson stamps for packages of 20 cigarettes in rolls of 30,000 stamps.	219,000,000	\$	\$
Hand stamp heat applied cigarette tax stamps for packages of 20 cigarettes in sheets of 100 stamps per sheet	250,000	\$	\$
TOTAL		\$	\$
COST OF FREIGHT/SHIPPING CHARGES TO BE INCLUDED IN PRINTING PRICE			

*Note: The above quantities are only estimates for use in bid evaluation only. As indicated in the specifications, this is an open-ended contract and actual quantities may be subject to change.

(Company Name)

By: _____

Title: _____

Date: _____

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E) as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) 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 (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or
(b) If said bid shall be 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 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 time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

Principal Corporate Seal (R) (Q) (Name of Principal)
By (S) (Must be President or Vice President)
(T) Title
(U) Surety Corporate Seal (V) (Name of Surety)
(W) Attorney-in-Fact

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) 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

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be 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.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
_____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____

(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**