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NEW

**State of Maine**



**Master Agreement**

**Effective Date:** 10/01/21

**Expiration Date:** 09/30/22

**Master Agreement Description:** Master Agreement for Maine Heat Fusion Cigarette Tax Stamps

**Buyer Information**

Debbie Jacques 207-624-7890 ext. DEBBIE.JACQUES@MAINE.GOV

**Issuer Information**

Teresa Belanger 207-624-9854 ext. teresa.c.belanger@maine.gov

**Requestor Information**

Laurie A Brann 207-624-9616 ext. Laurie.A.Brann@MAINE.GOV

**Agreement Reporting Categories**

**Authorized Departments**

18F FINANCIAL SERVICES

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VS0000023159

**Vendor Name**

Ashton Potter Ltd

**Alias/DBA**

Ashton Potter

**Vendor Address Information**

10 Curtwright Dr

Williamsville, NY 14221-7072

US

**Vendor Contact Information**

Parker Sennett  
7166332000 ext. 2262  
psennett@ashtonpotter.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** Ashton Potter Ltd

**Commodity Line #:** 2

**Commodity Code:** 25520

**Commodity Description:** Master Agreement for Maine Heat Fusion Cigarette Tax Stamp

**Commodity Specifications:**

**Commodity Extended Description:** Master Agreement for Maine Heat Fusion Cigarette Tax Stamps.  
Initial Contract Period: 10/1/2021 through 9/30/2022 with the option for 2 renewals of 2 years each.  
All detailed specifications, terms and conditions are attached and made a part of this Master Agreement.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	10/01/21	09/30/22
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.  
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:  
 9/23/2021  
8D6437754DD0450

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Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor Ashton Potter (USA) Ltd

DocuSigned by:  
 9/24/2021  
0F0275C4545144A

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Signature Date

Garth Zambory Sales Director

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Print Representative Name and Title

**RIDERS**

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page
<input checked="" type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input checked="" type="checkbox"/>	Price sheet
<input type="checkbox"/>	Other – Included at Department's Discretion

**RIDER A**  
**Scope of Work and/or Specifications**

**Master Agreement for Maine Heat Fusion Cigarette Tax Stamps**

**MASTER AGREEMENT TERM:** Initial Contract Period is October 1, 2021 through September 30, 2022 with options for 2 renewals.

Contract Renewal: Following the initial one-year term of the contract, the Division may opt to renew the contract for **two (2)** renewal periods of **two (2) years** each, subject to continued availability of funding and satisfactory delivery/performance.

The term of the contract is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	10/1/2021	9/30/2022
Renewal Period #1	10/1/2022	9/30/2024
Renewal Period #2	10/1/2024	9/30/2026

**QUANTITIES:** This contract is for 20 pack and 25 pack Stamps. The contract will cover the actual quantities ordered over the length of the contract.

**DELIVERY:** Stamps are to be made up after approval of artwork and stored under proper environmental conditions until ordered by Maine Revenue Services. All deliveries are to be made within six weeks after notification from Maine Revenue Services. A penalty of \$200.00 per working day will be deducted from the total cost of the stamps for deliveries not made timely.

Deliveries which do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.

**TYPE AND APPLICATION:** All stamps furnished under these specifications must be genuine layer-built decal stamps of approval quality, consisting of not less than five impressions including safety tint lettering, and must be produced by the lithograph and/or intaglio process.

The stamps shall be for machine application which will be fused to a receiving surface with heat and must adhere satisfactorily to cellophane, paper, foil, metal, glass and all surfaces for which these are intended.

**PRICE:** Prices, manufactured and packaged according to specifications, F.O.B. destination for the term of the contract, are as follows:

**20-Pack Denominations: \$0.000695 each (\$20.85 for a roll of 30,000)**

**25-Pack Denominations: \$0.000695 each (\$3.475 for a roll of 5,000)**

**SIZE, DESIGN AND COLORS:** Each stamp is to be of the same design, shape and color as the proofs already approved. The stamps shall contain colors as shown on the proofs.

Each stamp will have the new Variable Imaging (VI) security feature which is the State's initials in the middle of the stamp in hologram.

Each stamp will have the new Tagant security feature which emits a green luminescence when exposed to an invisible laser energy beam.

**PAPER:** Stamps shall be made on unique, safety tinted, mill controlled color paper furnished by the contractor. The name of the manufacturer of paper stock is to be furnished with the contract. Paper to be same as sample in all ways.

The base paper must contain identifiable protective features which will at once permit analysis to establish its authenticity. The base paper must contain fibers which under ordinary daylight are not distinguishable from the remainder of the fibers in the base paper but shall become brightly florescent when exposed to the rays of ultra-violet light. This florescent shall be a permanent effect whenever tests are made and shall not be fugitive. If any other than this type of paper is used, Maine Revenue Services reserves the right to decide whether or not such paper will meet its requirements.

All paper must be processed with a special safety tint reading with copy to be specified by the State of Maine, Maine Revenue Services, and must be so arranged and printed that it cannot be photographed on the colored paper.

The safety tint lettering stamps must be so printed as to appear on the face of each stamp and also appear on the paper between the stamps. The safety tint shall transfer with the machine applied stamps and the lettering extending beyond the edges of the stamp must also transfer with the stamp.

All spoiled sheets and seconds to be strictly accounted for and kept under lock and key and destroyed in the presence of a duly authorized agent of the State of Maine, Maine Revenue Services or affidavit rendered to that effect by the contractor.

**LAYOUT AND PACKING:** Stamps are to be furnished in rolls containing 30,000 stamps, serially numbered for packs of twenty cigarettes. Each roll shall measure 7/16x7/16, 15 across and 2,000 down and shall carry the same serial number. The number must center on the stamp and be sharp and easy to read. Each roll is to be packed in a cardboard box, the box to be securely sealed and labeled showing quantity, denomination and roll number. Twenty-five boxes are to be packed in corrugated containers, each carton to be securely sealed and labeled showing quantity, denomination and serial numbers or rolls contained therein. Packaging to be at no extra cost to Maine Revenue Services.

Stamps are to be furnished in rolls containing 5,000 stamps, serially numbered for packs of twenty-five cigarettes. Each roll shall be packaged in a one by ten across configuration and shall carry the same serial number. The number must center on the stamp and be sharp and easy to read. Each roll is to be packed in a cardboard box, the box to be securely sealed and labeled showing quantity, denomination and roll number. Packaging to be at no extra cost to Maine Revenue Services.

**PROTECTION:** All stamps and paper must contain proven protective features to guarantee against illegal reproduction. Contractor shall submit a separate confidential detailed statement to the State of Maine, Maine Revenue Services explaining fully his system for the protection of the State against unlawful reproduction and his method by which such reproduction can be detected by inspectors of the State. The Confidential statement shall not be made a part of the contract, but must be submitted to the State Tax Assessor, Maine Revenue Services following the signing of the contract.

**PRODUCTION CONTROL:** The contract must be accompanied by a full explanation of the precautions which the manufacturer proposes to observe within his plant and organization to protect the State of Maine against unlawful production of the stamps.

Contractor must designate the means by which he proposes to guard against the loss of stamps both during the process of manufacture as well as during storage. A secure depository approved by the State shall be installed or designated by the manufacturer for the drawings, stamps, etc., when used, or in the case of stamps, while awaiting shipment.

All work under this contract including all coatings on paper for such stamps must be performed wholly within the premises of the contractor. No part of this contract may be sublet or performed in any other establishment. No assignment of this contract in whole or in part may be made without the consent of the State. Contractor shall, if required, furnish evidence satisfactory to the State that they possess the facilities, tools, machinery, equipment and resources necessary to efficiently and promptly carry out the terms of the contract.

**ACCOUNTING:** Full and accurate account must be made to the State 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, films, etc., when not in use for the manufacture of these stamps must be locked in a safe or vaults. At the completion of this order or at the termination of this contract, if the State so desires, all such plates, designs, films, etc. will be sent to the State of Maine, Maine Revenue Services for destroying.

Complete and accurate accounting for 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 State 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 State.

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 that 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 Maine. All shipments must be made by bonded carrier, insured and prepaid, and contractor will be responsible for safe and proper delivery.

**PAYMENT:** Each shipment of stamps shall be invoiced separately. Payment of invoice will be made according to customary State Procedure. Payment for stamps will be made for each individual delivery as ordered and received by Maine Revenue Services.

Upon termination of the Contract the vendor is to verify with Maine Revenue Services the quantity of stamps yet to be delivered. The State reserves the right to delay taking physical possession of these remaining stamps for up to 180 days following expiration.

**BOND:** Contractor may be required to furnish a performance bond in an amount acceptable to the State, guaranteeing the State as to the faithful performance of the contract, and against loss of stamps through or from any act of omission or commission by a surety company licensed to do business in the State of Maine and shall be subject to approval of the State Tax Assessor or his designated agent.

**INSPECTION:** The contractor must maintain a rigid inspection for the elimination of imperfect sheets of stamps and for other violations of these specifications. The State Tax Assessor reserves the right to reject any stamps which, upon receipt 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 of the rejected stamps and to replace all such stamps at no expense to the State. The contractor shall give to the State Tax Assessor or his authorized agent free access to his plant at all times during the period of manufacture and/or storage and shall afford to such agent every facility for inspection of the work in process.

**OVER-RUN OR UNDER-RUN:** The over-run or under-run shall not exceed 10%. All part sheets of stamps and/or any damaged or imperfect stamps will be destroyed in the presence of the fully authorized agent of the State Tax Assessor. The State Tax Assessor reserves the right to authorize the manufacturer to destroy these damaged or imperfect stamps and to evidence such destruction by affidavit.

**INSURANCE:** Each shipment must be insured at its full manufacturer value.

**RIDER B  
TERMS AND CONDITIONS**

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
  - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
  - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
  - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
  - d. The term “Division” shall refer to the State of Maine Division of Purchases.
  - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
  - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
  
- 2. WARRANTY:** The Contractor warrants the following:
  - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
  - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
  - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
  - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
  - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

**3. TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

**4. PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**5. DELIVERY:** Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

**6. FORCE MAJEURE:** The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

**7. INSPECTION:** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles or work shall be made unless specified by the Division.

**8. INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

**9. ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

**10. TERMINATION:** The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

**11. NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**12. COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United

States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**13. INTERPRETATION:** This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

**14. DISPUTES:** The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

**15. ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

**16. STATE HELD HARMLESS:** The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

**17. SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**18. WAIVER:** The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

**19. MATERIAL SAFETY:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

**20. COMPETITION:** By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

**21. INTEGRATION:** All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

**Appendix A**

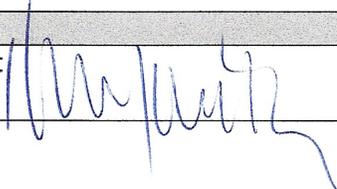
**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE and DEBARMENT FORM**

Bidder's Organization Name: Ashton Potter (USA) Ltd.		
Chief Executive - Name/Title: Kelly M. Smith, Senior Vice President		
Tel: (716) 633-2000	Fax: (716) 633-2525	E-mail:ksmith@ashtonpotter.com
Headquarters Street Address: 10 Curtwright Drive		
Headquarters City/State/Zip: Williamsville, New York 14221		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Garth Zambory, Director of Sales		
Tel: (571) 276-3930	Fax: (716) 633-2525	E-mail:gzambory@ashtonpotter.com
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: Kelly M. Smith	Title: Senior Vice President
Authorized Signature: 	Date: 6/9/21

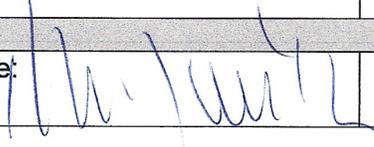
**Debarment, Performance, and Non-Collusion Certification**

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
  - i. *fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. *violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. *are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. *have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name: Kelly M. Smith	Title: Senior Vice President
Authorized Signature: 	Date: 6/9/21

Item Description	Price per Stamp	Price per Roll
HEAT FUSION CIGARETTE TAX STAMPS, 20-PACK DENOMINATIONS (30,000 per roll)	0.000695	20.85
HEAT FUSION CIGARETTE TAX STAMPS, 25-PACK DENOMINATIONS (5,000 per roll)	0.000695	3.475