



**STATE OF NEW YORK
DEPARTMENT OF TAXATION AND FINANCE
Office of Budget & Management Analysis
Bureau of Fiscal Services
Building 9, Room 234
W.A. Harriman Campus
Albany, NY 12227**

Patrick Ryan, Director
Budget & Accounting Services

Catherine Golden, Director
Procurement Services

October 11, 2012

Request for Information (RFI) 12-13 Cigarette Tax Indicia

Response to Bidder Questions

To All Potential Responders:

Attached are the Department's responses to Questions received for the above-referenced RFI.

Cigarette Tax Stamp RFI Questions

	Question	Response																
1	Is it possible to obtain a copy of any past/historical documents for your Tax Indicia Program? i.e. Request for Proposals, Awards, past Contracts?	Our records indicate that there were no past RFP's and the contracts were awarded as a result of a sole source. A redacted copy of the current contract is attached.																
2	Would the State please detail the typical annual stamp volumes that are likely to be required? And the split between New York State and New York City?	<p>As the Department is doing fact finding for future needs; we anticipate needing the following (at a minimum):</p> <table border="1" data-bbox="727 583 1422 856"> <thead> <tr> <th data-bbox="727 583 841 688">Min Estimate Stamps/ Case Cases</th> <th data-bbox="841 583 1052 688">Joint</th> <th data-bbox="1052 583 1263 688">State</th> <th data-bbox="1263 583 1422 688">Total</th> </tr> </thead> <tbody> <tr> <td data-bbox="727 688 841 718">750000</td> <td data-bbox="841 688 1052 718">750000</td> <td data-bbox="1052 688 1263 718">750000</td> <td data-bbox="1263 688 1422 718">750000</td> </tr> <tr> <td data-bbox="727 718 841 747">115</td> <td data-bbox="841 718 1052 747">115</td> <td data-bbox="1052 718 1263 747">345</td> <td data-bbox="1263 718 1422 747">460</td> </tr> <tr> <td data-bbox="727 823 841 856">Stamps</td> <td data-bbox="841 823 1052 856">86,250,000</td> <td data-bbox="1052 823 1263 856">258,750,000</td> <td data-bbox="1263 823 1422 856">345,000,000</td> </tr> </tbody> </table>	Min Estimate Stamps/ Case Cases	Joint	State	Total	750000	750000	750000	750000	115	115	345	460	Stamps	86,250,000	258,750,000	345,000,000
Min Estimate Stamps/ Case Cases	Joint	State	Total															
750000	750000	750000	750000															
115	115	345	460															
Stamps	86,250,000	258,750,000	345,000,000															
3	Could the State please advise when the current contract is expected to expire? And how many months of stock have they have to last them the rest of the contract?	The current contract expires January 6, 2013 and contains an option to extend for one additional one year period. The Department typically keeps a three month supply of stamps on hand but this is subjective and can change due to other factors such as storage limitations.																
4	Would the State consider moving to a paper based label? And if so, have you considered how you would fund doing this?	The State is open to all options available. Please provide detail. The indicia is currently appropriated from the General Fund.																
5	Does the State currently have stamps delivered direct to State or to the Distributor?	Stamps are delivered to the Department or a Department designated location.																
6	Would the State consider a Direct to Distributor shipping method?	The State is open to all options available. Please provide detail.																
7	Is the State looking at getting a Track and Trace solution?	The State is open to all options available. Please provide detail.																
8	Does the State believe the current solution is working? Please list out any problems New York State and City is currently struggling with such as, smuggling, diversion, counterfeiting, etc.?	The current process is adequate for the level of current enforcement. Smuggling and counterfeiting is and will always be a problem to a certain degree.																

9	Would the State please advise when the RFP document is likely to be published for the tender exercise?	The Department is in a fact finding stage and is unable to identify when/if a RFP will be issued. All Department RFP's are posted to the Department's procurement web site as well as the New York State Contract Reporter.
10	Would the State please advise on the expected contract length for the supply of the new stamps?	No decision on the contract term has been made however typically contracts are for a three year term with two optional one year extensions.
11	Could the State please advise the speeds for application of the current heat fusion stamps?	Speeds are variable based on the machines or process used to affix stamps. In general Meyercord & Red Stamp machines are used and can be checked for Manufacturers specifications.
12	Is the printing method mandatory to gravure, intaglio, litho, or flexo or can it be a combination of any or all print processes?	It can be a combination of any or all print processes.

Meyercord Revenue FOIL

REDACTED CONTRACT & AMENDMENTS

Cindy Isgro, Contract Management Specialist 1



STATE OF NEW YORK
 DEPARTMENT OF TAXATION AND FINANCE
 Office of Budget & Management Analysis
 Bureau of Fiscal Services
 Building 9, Room 234
 W.A. Harriman Campus
 Albany, NY 12227

Department 15
 copy

Patricia Mitchell, Chief Financial Officer
 Eric Mostert, Assistant Director, Budget & Accounting Services
 Catherine Golden, Assistant Director, Procurement Services

April 6, 2009

Mr. John Sprawka
 Meyercord Revenue Inc.
 475 Village Drive
 Carol Stream, Illinois 60188

Dear Mr. Sprawka,

This letter serves to amend your Contract, C400644, with the New York State Department of Taxation and Finance and the Department of Finance of the City of New York. Accordingly, said contract is hereby amended to conclude Section 4 (Term of Contract) with the following sentence:

(the "City")
 with the City's approval JS
 PS
 CG 4/30/09

Notwithstanding the foregoing, the State reserves the right to terminate this contract upon thirty days written notice in the event legislation is enacted requiring the exclusive use of an encrypted counterfeit-resistant stamp.

Except as expressly set forth in this Amendment, all terms and conditions of Contract C400644 shall remain in full force and effect and binding on the parties.

IN WITNESS WHEREOF, the parties execute this Amendment as of the date first written above.

MEYERCORD REVENUE, INC.
 AN ITW COMPANY

NEW YORK STATE DEPT. OF
 TAXATION AND FINANCE

NYC DEPARTMENT OF
 FINANCE

Signature

Signature

Signature

JOHN SPRAWKA
 Print Name

Catherine Golden
 Print Name

Robert Schaffner
 Print Name

BUSINESS UNIT MCA.
 Title

Assistant Director of Procurement Agency
 Title

Chief Contracting Officer
 Title

4/6/09
 Date

4/30/09
 Date

4/24/09
 Date

NYS OFFICE OF THE STATE COMPTROLLER

5/4/09

CONTRACT C400644
BETWEEN THE NEW YORK STATE
DEPARTMENT OF TAXATION AND FINANCE
AND THE CITY OF NEW YORK
DEPARTMENT OF FINANCE, AND
MEYERCORD REVENUE INC, AN ITW COMPANY FOR
A CIGARETTE TAX STAMP SYSTEM

Entered into this ___ day of February, 2009 by and among the New York State Department of Taxation and Finance, located at Building No. 9, W.A. Harriman State Office Building Campus, Albany, New York 12227 (hereinafter referred to as the "State"), and the Department of Finance of the City of New York (hereinafter referred to as the "City"), and Meyercord Revenue Inc. an ITW Company, 475 Village Drive, Carol Stream, Illinois 60188-2088 (hereinafter referred to as "Meyercord" or "Contractor") pursuant to an agreement among the parties.

WITNESSETH:

WHEREAS the State and City have determined that Meyercord is the sole source vendor for the provision of a cigarette tax stamp system for the manufacture and delivery of up to 1,687,500,000 combination heat transfer (commonly known as Fuson) cigarette tax stamps; and

WHEREAS Meyercord has been determined to be capable of providing such product and service at a reasonable cost,

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth the parties hereto agree as follows:

1. DEPARTMENT REQUIREMENTS

The Department's Requirements for the Cigarette Tax Stamp System are set forth in Attachment A. Changes to the Requirements shall be accomplished through written amendment requiring the approval of the Offices of the New York State Attorney General and Comptroller.

2. CONTRACTOR'S RESPONSIBILITIES

Meyercord agrees to meet the Department Requirements set forth in Attachment A pursuant to Attachment B entitled Technical Specifications. Changes to the specifications shall require the approval of the State. Such changes shall be accomplished through written amendment requiring the approval of the Offices of the New York State Attorney General and Comptroller.

3. ENTIRETY OF AGREEMENT

This Contract C400644 shall consist of Appendix A (Standard State Clauses – June 2006); Appendix B (Agreement to Adhere to the Secrecy Provisions of the Tax Law and the Internal Revenue Code); Appendix C (City of New York – Department of Finance: Agreement to Adhere to the Secrecy and Confidentiality Provisions of the New York City Administrative Code, New York State Law and the Internal Revenue Code); Appendix D (MacBride Fair

Employment Principles Form); Appendix E (Affirmation – New York City); Appendix F (Affirmation of Understanding of, and Compliance with, Procurement Lobbying Legislation); Appendix G (Offerer Disclosure of Prior Non-Responsibility Determinations); Appendix H (Offerer’s Certification of Compliance with State Finance Law 139-k(5)); Appendix I (Contractor Certification ST-220-TD); Appendix J (Contractor Certification to a Covered Agency ST-220-CA); Appendix K, (Public Officer’s Law); Appendix L, (Vendor Responsibility Form); this Base Agreement; Attachment A (Department Responsibilities); Attachment B (Contractor Responsibilities) and Exhibits. Accordingly, all of the documents referenced in this section and attached hereto are deemed to be a part of this Contract C400644 with the same force and effect as though set forth herein separately, specifically and at length. If any conflict develops in the interpretation or definition of any task, condition or responsibility between or among this Base Agreement and the documents incorporated herein, said conflict or inconsistency shall be resolved by giving precedence to the contract documents in the following order:

- 1) Appendix A, Standard Clauses for All NYS Contracts, dated June 2006;
- 2) Appendix B, Agreement to Adhere to the Secrecy Provisions of the Tax Law and the Internal Revenue Code;
- 3) Appendix C, City of New York – Department of Finance: Agreement to Adhere to the Secrecy and Confidentiality Provisions of the New York City Administrative Code, New York State Law and the Internal Revenue Code;
- 4) Appendix D, MacBride Fair Employment Principles;
- 5) Appendix E, Affirmation – New York City;
- 6) Appendix F, Affirmation of Understanding of, and Compliance with, Procurement Lobbying Legislation;
- 7) Appendix G, Offerer’s Disclosure of Prior Non-Responsibility Determinations;
- 8) Appendix H, Offerer’s Certification of Compliance with State Finance Law 139-k(5);
- 9) Appendix I, Contractor Certification ST-220-TD;
- 10) Appendix J, Contractor Certification to a Covered Agency ST-220-CA;
- 11) Appendix K, Public Officer’s Law;
- 12) Appendix L, Vendor Responsibility Form;
- 13) Base Agreement pages 1 through 14;
- 14) Attachment A, Department Requirements;
- 15) Attachment B, Contractor Technical Specifications;
- 16) Exhibits

4. TERM OF CONTRACT

The term of this Contract shall commence on January 7, 2009 and terminate on January 6, 2012. This Contract may be renewed for two additional one year terms through written amendment requiring the approvals of the Offices of the New York State Attorney General and Comptroller.

Except as modified herein the State shall have the right to terminate this contract early for (i) unavailability of funds; (ii) cause; or (iii) convenience. The State may only invoke its right to terminate for convenience on January 6, 2010 and on January 6, 2011, provided that the State has given written notice to the contractor no later than ninety days prior to the date of termination.

5. PAYMENT FOR SERVICES



Upon satisfactory completion of all work and full acceptance of such work by the State/City, all amounts payable to Meyercord for State stamps shall be 100% payable by the State. All amounts payable for Joint stamps shall be 73% payable by the State and 27% payable by the City. All amounts payable to Meyercord for the Tagit pens for the City shall be payable by the ordering party. Neither the State/City shall be liable to Meyercord for more than its respective share of the aggregate amount payable.

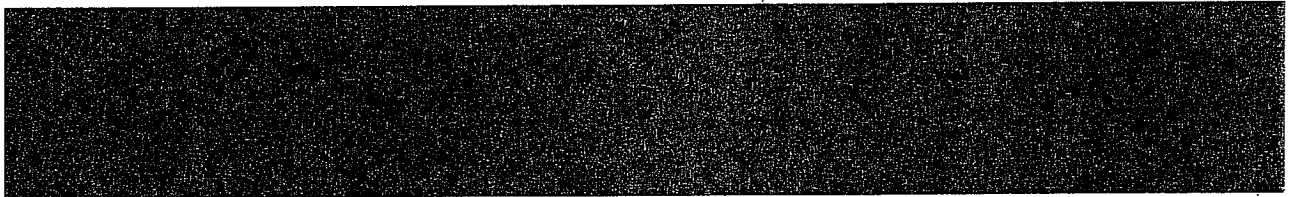
All State payments will be made pursuant to the provisions of Article 11-A of the New York State Finance Law. Failure of New York State to execute a Budget timely will result in the Department being unable to reimburse the Contractor for services provided in the new fiscal year. All work approved and accepted by the Department will subsequently be reimbursed when the Budget has been executed.

All City payments will be limited to any Tagit Pens ordered by the City and the share of the Joint Cigarette Tax Stamps manufactured and accepted during the preceding month, upon submission of a correct invoice. Invoices in triplicate should be sent to the following address:

Commissioner of Finance
Department of Finance
1 Center Street – Room 1040A
New York, New York 10007

6. INSURANCE AGAINST LOSS

Meyercord will redeem any stamps lost or stolen while in Meyercord's or their agent's custody at face value. Accordingly, Meyercord shall procure and maintain, during the term of this contract sufficient insurance (at the face value of the stamps) to cover any lost, stolen or misplaced stamps in the Contractor or their agent's possession (e.g., delivery services or security services). The Contractor shall furnish to the Department a certificate or certificates in a form satisfactory to the Department showing compliance with the requirements of this Section 6. All such certificates shall state that the policies shall not be changed or cancelled unless thirty (30) calendar days written notice has been provided to the Department.



[REDACTED]

The price per thousand may be renegotiated to reflect an increase in the cost of insurance only when the increase is due to an increase in the tax. Meyercord shall present its methodology for computing the new rate per thousand at the time of its request for a rate increase along with documentation from the insurance company which explains the rate increase. The Department reserves the right to request Meyercord to provide a comparison of cost with other insurance carriers. All such requests shall be accomplished through written amendment, which shall be subject to approval by the Offices of the New York State Attorney General and Comptroller.

7. PENALTIES

In the event Meyercord fails to perform the work in complete conformity with the specifications set forth in Attachments 1 and 2, Meyercord shall pay the State/City penalties in the amount of \$100 per day for each business day delay beyond the specified performance date. Penalties received hereunder are not intended to be, nor shall they be treated as either a partial or full waiver or discharge of the State's or City's rights of indemnification, or Meyercord's obligation to indemnify the State/City or any other remedy provided by this Contract or by law.

8. APPROVAL PROCESS

This contract shall not take effect until approved by the State and the City, the Meyercord Company and the Offices of the Attorney General and Comptroller of New York State as evidenced by their signatures affixed to the Signature Page of this Contract.

9. MINIMUM SHIPMENT

The minimum quantity for manufacture and delivery of stamps on a per order basis shall be one hundred and fifty (150) cases, inclusive of all stamp types. The State/City reserves the right to order stamps on an emergency basis without any minimum quantity restrictions. The determination of an emergency basis will be at the discretion of the State/City.

10. SUBCONTRACTING

Meyercord will not enter into any subcontracts for the performance of contractual obligations without the State/City's prior written approval. The State/City shall have the right to approve each and every subcontract prior to giving written approval to Meyercord to enter into the subcontract. All agreements between Meyercord and the subcontractor shall be by written contract. All such contracts shall contain provisions specifying that:

- The work performed by the subcontractor must be in accordance with the terms of this contract among the State, City and Meyercord.
- Nothing contained in such agreement shall impair the rights of the State/City.

- Nothing contained under this contract shall create any contractual relationship between any subcontractor and the State/City.

Further, all subcontracts must contain provisions similar to those in the contract between the State/City and Meyercord so that the provisions of any subcontract entered into By Meyercord are similar to and not inconsistent with this contract.

11. FAILURE TO PERFORM

If in the opinion of the State/City the Contractor fails, refuses or neglects for an unreasonable amount of time (should be specified) to manufacture or deliver any order or orders for cigarette tax stamps and machines, or fails, refuses or neglects to service the machines, then the Contractor shall deliver to the State/City immediately at the request of the State/City all drawings, engravings, master stones and all other related material which are the property of the State/City under this contract.

The State/City will make reasonable efforts to place the work elsewhere at contract cost. Payment of the Contractor's charge for the portion of the work satisfactorily completed shall be subject to approval by the State/City. In the event the cost to the State/City exceeds the price provided for in the contract, then that excess shall be charged against the contractor. The State/City may offset such excess by withholding any amounts due or to become due to the contractor.

12. COMPROMISED STAMPS

In the event that the stamps are counterfeited, the cost of replacing the stamps which remain in the Contractor's and State/City's inventory will be borne jointly by the Contractor and State/City. Specifically, the Contractor shall be responsible for fifty percent of the cost and that State/City shall be responsible for the remaining fifty percent.

13. DISPUTE RESOLUTION

Notwithstanding anything to the contrary herein, if any matters of dispute or interpretation arise under this contract, they will be resolved as outlined below. Matters which arise within the exclusive province of either the State or City, will be resolved by the respective State or City designated representative(s). Matters shared by the State and City will be resolved by the State designated representative(s).

STATE PROCEDURES

- A. A representative of Meyercord will meet with the Deputy Commissioner for the Office of Tax Enforcement, or that person's designee, to seek a resolution.
- B. If the meeting under subsection (A) above fails to resolve the dispute, the issue will be submitted to the Commissioner of the New York State Department of Taxation and Finance,

or that person's designee, for final resolution. The determination of the Commissioner will be final.

- C. Notwithstanding subsection (B) above, if Meyercord finds the final determination by the Commissioner to be unsatisfactory, Meyercord reserves the right to seek a final, non-appealable order from a court of competent jurisdiction with venue laid in Albany County, New York.
- D. Meyercord will continue to perform the work required hereunder pending a final determination pursuant to the above subsections.

CITY PROCEDURES

- A. A representative of Meyercord will meet with the Assistant Commissioner, Treasury, or that person's designee, to seek a resolution.
- B. If the meeting under subsection (a) above fails to resolve the dispute, the issue will be submitted to the Commissioner of Finance, or that person's designee, for final resolution. The determination of the Commissioner will be considered final.
- C. Notwithstanding subsection (b) above, if Meyercord finds the final determination by the Commissioner of Finance to be unsatisfactory, Meyercord reserves the right to seek a final non-appealable order from a court of competent jurisdiction with venue laid in Albany County, New York.
- D. Meyercord shall continue to perform the work required hereunder pending a final determination pursuant to the above subsections.

14. APPENDIX A

Appendix A, Standard Clauses for All New York State Contracts, is incorporated herein by reference.

15. EQUAL EMPLOYMENT/BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND New York STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS Contracts.

A. Equal Employment Opportunity Requirements

The Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that the provisions of Appendix A clause 12, Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each Subcontractor as to work in connection with the State Contract.

B. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses

The Contractor is encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as Subcontractors and suppliers on this Contract for the provision of services and materials. To locate New York State Certified M/WBE, the directory of Certified Businesses can be viewed at:

http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp.

16. **SECRECY**

The various secrecy provisions of the New York City Administrative Code and the Tax Law (e.g., Tax Law 697(e) and 1825) prohibit independent Contractors from disclosing tax information in any manner and provide for misdemeanor prosecution for violations.

- A. The secrecy provisions of the Internal Revenue Code (26 USC section 6130) provide for felony prosecution for unauthorized disclosure of Federal tax information in the possession of the Department.
- B. All other information about the Department's operations not covered by the preceding two provisions of the law must be kept confidential as it were so covered. Bidder representatives must comply with the administrative procedures enforcing these rules.
- C. The contractor and all staff members shall agree:
 - To sign The Agreement to Adhere to the Secrecy Provisions of the Tax Law and the Internal Revenue Code in Appendix B.
 - Not to divulge or use for their own benefit or the benefit of others, confidential tax administration information;
 - To subscribe to Section 74 of the Public Officers Law, and
 - To sign the Agreement to Adhere to the Secrecy and Confidentiality Provisions of the New York City Administrative Code, New York State Tax Law and the Internal Revenue Code. (Appendix C)

17. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accord with Chapter 807 of the Laws of 1992, the Contractor is required to complete Appendix D (1999), MacBride Fair Employment Principles Form.

18. PROCUREMENT LOBBYING

Pursuant to State Finance Law §§139-j and 139-k, this procurement includes and imposes certain restrictions on communications between DTF and an Offerer during the procurement process. An Offerer is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by DTF and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). DTF employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer is debarred from obtaining governmental Procurement Contracts. Information related to the Procurement Lobbying Law and DTF guidelines can be found on the Department's Procurement website at: <http://www.nystax.gov/procurement>.

A. Affirmation of Understanding of, and compliance with, Procurement Lobbying Legislation New York State Finance Law 139-j(6)(b) requires the DTF to seek written affirmation from all Offerers as to the Offerers' understanding of and agreement to comply with the DTF procedures relating to permissible contacts during a Government Procurements pursuant to subdivision three of this section. Accordingly, Appendix F is incorporated by reference.

B. Offerer Disclosure of Prior Non-Responsibility Determinations

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of

Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. Accordingly, Appendix G is incorporated herein by reference.

C. Offerer's Certification of Compliance with State Finance Law 139-k(5)

New York State Finance Law 139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law 139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Government Entity with respect to State Finance Law 139-k is complete, true and accurate. Accordingly, Appendix H is incorporated herein by reference.

The Department reserves the right to terminate this contract upon a finding that the certification filed by the Contractor in accordance with New York State Finance Law 139-k was intentionally false or intentionally incomplete.

19. VENDOR RESPONSIBILITY

During the Contract term, Meyercord must evidence vendor responsibility substantially similar to, or superior to, its status as of the execution of the Contract award. Meyercord must also notify the Department promptly of any material change in responsibility or if a change in ownership occurs. A review of vendor responsibility shall be undertaken prior to any Contract renewal/extension and the Department reserves the right to undertake such a review annually upon the anniversary date of any awarded Contract.

Contractor must complete a Vendor Responsibility Questionnaire and is invited to file the required Vendor Responsibility Questionnaire online via the OSC New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. If Contractor opts to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at www.osc.state.ny.us/vendrep or may contact one of the Department's designated contacts.

If the Contractor has filed a Vendor Responsibility Questionnaire online that has been certified/updated within the last six months or if opting to file online must complete Appendix L, Vendor Responsibility Form. If a Vendor Responsibility Questionnaire has been filed online and has not been certified within the last six months, the Contractor must either update/recertify the online questionnaire or submit a new paper Vendor Responsibility Questionnaire.

If Contractor files a paper questionnaire, it must submit a copy of the completed questionnaire.

Tax reserves the right to terminate this contract in the event it is found that information supplied by the Contractor was incomplete, untrue or inaccurate or for failure of the Contractor to maintain vendor responsibility substantially similar to, or superior to, its status as of the execution of this Agreement.

20. CONTRACTOR CERTIFICATION-TAX LAW 5A AMENDED APRIL 26, 2006

Section 5-a of the Tax Law, as amended, effective April 26, 2006 requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

The law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this Contract. Appendix I - Form No. ST-220-TD must be filed and mailed to DTF *according to its instructions*. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s) or its subcontractor(s), a new Form No. ST-220-TD must be filed with DTF.

Form Appendix J - ST-220-CA is incorporated into this Contract to certify that the Contractor filed the ST-220-TD as required.

The Department reserves the right to terminate this contract in the event it is found that a certification filed by the contractor in accordance with 5-a of the Tax law is not filed timely during the term of the contract or a certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Department may exercise its termination right by providing ten days written notification to the Contractor.

Contractor may call DTF at 1-800-698-2931 for any and all questions relating to Section 5-a of the Tax Law and relating to the company's registration status with DTF. For additional and frequently asked questions, please refer to the DTF web site: <http://www.nystax.gov>.

21. ETHICS COMPLIANCE

Meyercord and its employees must comply with Public Officers Law §73 and §74, Chapter 1 of the Laws of 2005, the Procurement Lobbying Reform Act of 2005, and other New York State statutes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing this Contract, Meyercord certifies full compliance with those provisions for any present or future dealings, transactions, sales, Contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in termination of this Contract, and/or other civil or criminal proceedings as required by law.

Appendix K, Public Officer's Law, Section 73.4, which addresses business or professional activities by state officers and employees and party officers, is incorporated herein.

22. TAX LIABILITIES

- A. All outstanding tax liabilities, if any, against Meyercord and in favor of the State of New York and the City of New York, must be satisfied prior to contract execution or a payment schedule arranged for their speedy satisfaction.
- B. The contractor agrees to sign Appendix E, The New York City Affirmation, incorporated herein.

23. NOTIFICATIONS

All notices to be given pursuant to this Agreement shall be given in writing and shall be deemed properly received if given by hand, sent by certified mail return receipt requested or by means of an overnight courier service offering net day delivery and addressed as follows:

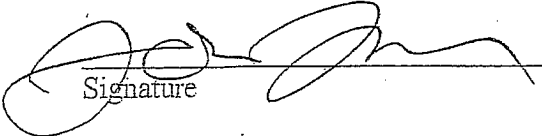
If to the State: New York State Department of Taxation and Finance
 Bureau of Fiscal Services
 Building 9, Room 234
 W.A. Harriman State Campus
 Albany, New York 12227
 Attention: Ms. Catherine Golden, Assistant Director

If to Meyercord: Meyercord Revenue Inc.
 An ITW Company
 457 Village Drive
 Carol Stream, Illinois 60188
 Attention: Mr. John Sprawka, Business Unit Manager

Such notices must be provided for any proposed change in specifications and requirements and as otherwise required hereunder.

IN WITNESS WHEREOF, this Contract C400644 is executed this _____ day of January, 2009.

MEYERCORD REVENUE, INC.
AN ITW COMPANY

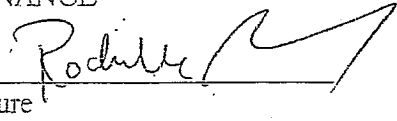

Signature

John Sprawka
Print Name

Business Unit Manager
Title

1/28/09
Date

NEW YORK CITY DEPARTMENT
OF FINANCE

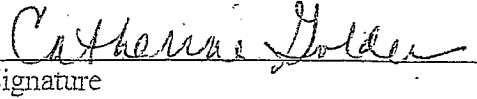

Signature

Rochelle Patrick
Print Name

First Deputy Commissioner
Title

2/12/09
Date

NEW YORK STATE DEPARTMENT OF
TAXATION AND FINANCE


Signature

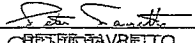
Catherine Golden
Print Name

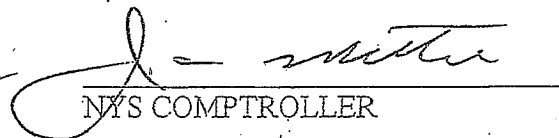
Assistant Director, Procurement
Title

2/20/09
Date

APPROVED AS TO FORM
NYS ATTORNEY GENERAL

FEB 25 2009


NYS ATTORNEY GENERAL
DENISE FAVRETTO
ASSOCIATE ATTORNEY


NYS COMPTROLLER

5/4/09

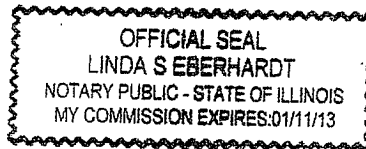
FOR MEYERCORD

CORPORATION

STATE OF ILLINOIS
COUNTY OF DUPAGE

On this 28 day of January, 2009, before me personally came John Sprawka to me known, who being duly sworn, did depose and say that s/he resides in Illinois; that s/he is the Secretary/Business Unit Mgr of the Meyercord Revenue Inc, the corporation described in and which executed the foregoing instrument; that s/he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that s/he signed his/her name thereto by like order.


NOTARY PUBLIC



FOR THE CITY OF NEW YORK

CORPORATION

STATE OF Illinois
COUNTY OF DuPage

On this 5 day of February, 2009, before me personally came John Sprawka, to me known, who being duly sworn, did depose and say that s/he resides in Illinois; that s/he is the Business Unit Mgr/Secretary of the Meyercord Revenue Inc. the corporation described in and which executed the foregoing instrument; that s/he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that s/he signed his/her name thereto by like order.

Linda S Eberhardt
NOTARY PUBLIC

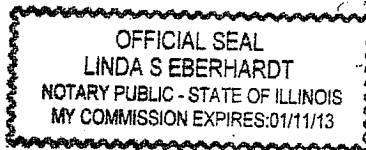


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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the

Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250

Fax: 518-292-5803
http://www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable. Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

New York State Department of Taxation and Finance
Agreement to Adhere to the Secrecy Provisions of the Tax Law
and the Internal Revenue Code

The New York State Tax Law and the Department of Taxation and Finance impose secrecy restrictions on:

- all officers, employees, and agents of the Department of Taxation and Finance;
- any person engaged or retained by this department on an independent contract basis;
- any depository, its officers and employees, to which a return may be delivered;
- any person who is permitted to inspect any report or return;
- contractors and workmen hired by the department to work on its equipment, buildings, or premises, or to process returns or other papers; and
- visitors to the Department's buildings or premises.

Except in accordance with proper judicial order or as otherwise provided by law, it is unlawful for anyone to divulge or make known in any manner the contents or any particulars set forth or disclosed in any report or return required under the Tax Law. Computer files and their contents are covered by the same standards and secrecy provisions of the Tax Law and Internal Revenue Code that apply to physical documents.

Any unlawful disclosure of information is punishable by a fine not exceeding \$10,000, imprisonment not exceeding one year, or both. State officers and employees making unlawful disclosures are subject to dismissal from public office for a period of five years.

Unauthorized disclosure of automated tax systems information developed by the department is strictly prohibited. Examples of confidential systems information include: functional, technical, and detailed systems design; systems architecture; automated analysis techniques; systems analysis and development methodology; audit selection methodologies; and proprietary vendor products such as software packages.

The Internal Revenue Code contains secrecy provisions which apply to federal tax reports and returns. Pursuant to sections 6103 and 7213 of the Internal Revenue Code, penalties similar to those in the New York State law are imposed on any person making an unauthorized disclosure of federal tax information. In addition, section 7213A of the Internal Revenue Code was enacted to prohibit the unauthorized inspection of returns or return information (also known as "browsing"). The unauthorized inspection of returns or return information by state employees is punishable by a fine not exceeding \$1000 for each access, or by imprisonment of not more than one (1) year, or both, together with the cost of prosecution.

I certify that I have read the above document and that I have been advised of the statutory and Department of Taxation and Finance secrecy requirements; I certify that I will adhere thereto, even after my relationship with the Department is terminated.

Organization: Meyercord Revenue Inc., an ITW Company

Signature:  Date: 1/28/09

Name: John Sprawka Social Security Number: _____

Address Street: 680 Bennett Drive

City: North Aurora State: IL ZIP Code: 60542

CITY OF NEW YORK - DEPARTMENT OF FINANCE

Agreement to Adhere to the Secrecy and Confidentiality Provisions of the New York City Administrative Code, New York State Tax Law and the Internal Revenue Code.

City Tax Information

The Administrative Code of the City of New York ("Administrative Code") imposes secrecy restrictions on:

- All officers, employees and agents of the Department of Finance ("DOF").
- Any person engaged or retained by DOF on an independent contract basis.
- Any depository, its officers, and its employees, to which a return may be delivered.
- Any person who is permitted to inspect any report or return.
- Any person who in any manner may acquire knowledge of the contents of any report or return including:

Contractors and workmen hired by DOF to work on its equipment, buildings or premises or to process returns or other papers.

Visitors to DOF buildings or premises.

Except in accordance with proper judicial order or as otherwise provided by law, it is unlawful for anyone to divulge or make known in any manner the contents or any particulars set forth or disclosed in any report or return required under the Administrative Code.

Any unlawful disclosure of information by any of the above-mentioned persons is a criminal offense. City officers and employees making unlawful disclosures may be dismissed from office and barred from holding public office for a period of five years.

Social Security numbers supplied by taxpayers pursuant to Administrative Code §11-102.1 and contained in information returns including but not limited to Owners Identification Forms are subject to tax secrecy and personal privacy laws and may not be disclosed.

Income and Expense Statements filed by property owners pursuant to Administrative Code §11-208.1 may not be disclosed to persons not authorized by §11-208.1(f) to receive such information.

Federal and State Tax Information

Section 6103 of the Internal Revenue Code contains secrecy provisions which apply to federal tax reports and returns. The New York State Tax Law contains secrecy provisions which apply to New York State tax returns and reports. Criminal and civil penalties are imposed on any person who makes an unauthorized disclosure of any information contained in a federal or state tax return or report.

Computer Files

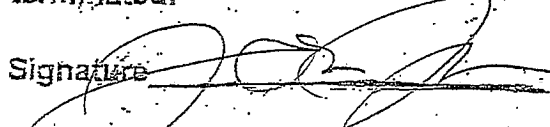
Computer files and their contents are covered by the same standards and secrecy provisions of the Administrative Code, New York State Tax Law, and the Internal Revenue Code that apply to physical documents.

Audit Selection

Unauthorized disclosure of confidential audit selection methods developed by DOF is strictly prohibited.

The undersigned has read and understands all of the secrecy and confidentiality provisions provided in this document and in ~~Exhibit A attached hereto~~.

I certify that I have read this document and ~~Exhibit A attached hereto~~ and agree to adhere to the secrecy and confidentiality requirements contained in ~~both~~ this document and ~~Exhibit A~~, even after my relationship with DOF is terminated.

Signature  Date 2/5/09

Name John Sprawka
(Please Print)

EMPLOYER: Meyercord Revenue Inc., an ITW Company

MacBride Fair Employment Principles Form

Firm Name: Meyercord Revenue Inc., an ITW Company

MACBRIDE FAIR EMPLOYMENT PRINCIPLES FORM

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992, New York State, the Contractor, by submission of this bid, certifies that it and any individual or legal entity in which the bidder holds a 10% or greater ownership interest, and any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either:

(Answer Yes to one of the following, as applicable):

Have no business operations in Northern Ireland: X Yes

or

Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity, and shall permit independent monitoring of their compliance with such Principles.

 Yes

APPENDIX E
AFFIRMATION

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City or State of New York upon any debt, contract or taxes and is not a defaulter, as surety or otherwise, upon any obligation to the City or State of New York or to any public authority, and has not been declared not responsible, or disqualified, by any agency of the City or State of New York or by any public authority, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contracts except

Full name of Proposer or Bidder Meyercord Revenue Inc., an ITW Company

Address 475 Village Drive

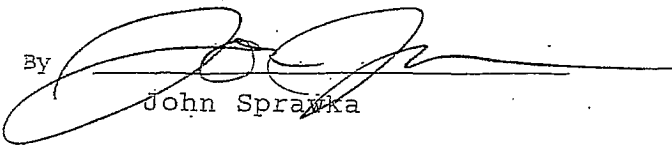
City Carol Stream State IL Zip Code 60188

CHECK ONE BOX AND INCLUDE APPROPRIATE IDENTIFICATION NUMBER:

// A - Individual or Sole Proprietorship
SOCIAL SECURITY NUMBER

// B - Partnership, Joint Venture or other unincorporated organization
EMPLOYER IDENTIFICATION NUMBER

C - Corporation
EMPLOYER IDENTIFICATION NUMBER
20-1697655

By 
John Sprayka

New York State Department of Taxation and Finance
Offerer Affirmation of Understanding of, and Compliance with, Procurement Lobbying
Guidelines

New York State Finance Law 139-j(6)(b) requires the DTF seek written affirmation from all Offerers as to the Offerer's understanding of and agreement to comply with the DTF procedures relating to permissible contacts during a Government Procurement pursuant to subdivision three of this section.

Procurement Description, Contract or Bid Number:

C400644 Cigarette Tax Stamps

Offerer Name: Meyercord Revenue Inc., an ITW Company

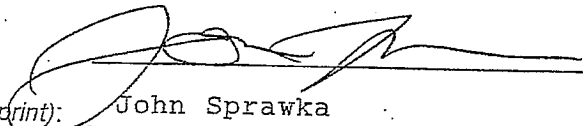
Offerer Address: 475 Village Drive, Carol Stream, IL 60188

Telephone Number: 630-682-6239

e-Mail Address: jsprawka@meyercord.com

Offerer affirms it has read, understands and agrees to comply with the Guidelines of the New York State Department of Taxation and Finance relative to permissible contacts as required by the State Finance Law 139-j(3) and 139-j(6)(b).

By (signature):



Name (please print): John Sprawka

Title (please print): Secretary/Business Unit Manager

Date: 1/28/09

New York State Department of Taxation and Finance
Offerer Disclosure of Prior Non-Responsibility Determinations

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Offerer Disclosure of Prior Non-Responsibility Determinations

Procurement Description, Contract or Bid Number:

C400644 Cigarette Tax Stamps

Offerer Name: Meyercord Revenue Inc., an ITW Company

Offerer Address: 475 Village Drive, Carol Stream, IL 60188

Telephone Number: 630-682-6239

e-Mail Address: jsprawka@meyercord.com

Name and Title of Person Submitting this Form: John Sprawka

Secretary/Business Unit Manager

1. Has any New York State agency or authority made a finding of non-responsibility regarding the Offerer in the last four years? (Please circle):

No

Yes

If yes, please answer the following questions:

2. Was the basis for the finding of the Offerer's non-responsibility due to a violation of State Finance Law 139-j? (Please circle):

No

Yes

3. Was the basis for the finding of the Offerer's non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

Offerer Disclosure of Prior Non-Responsibility Determinations continued

4. If you responded yes to Questions 1, 2 or 3, please provide details regarding the finding of non-responsibility below:

Government Entity: _____

Date of Finding of Non-responsibility: _____

Facts Underlying Finding of Non-Responsibility (Add additional pages as necessary)

5. Has any New York State agency or authority terminated a procurement contract with the Offerer, due to the intentional provision of false or incomplete information? (Please circle):

No Yes

If you responded yes to the above question, please provide details regarding the termination below:

Government Entity: _____

Date of Finding of Non-responsibility: _____

Facts Underlying Finding of Non-Responsibility: (Add additional pages as necessary)

Offerer certifies that all information provided to the DTF with respect to State Finance Law 139-k is complete, true and accurate.

By: (Signature): _____

Name: (Please print)

John Sprawka

Date: _____

1/28/09

New York State Department of Taxation and Finance
Offerer's Certification of Compliance with State Finance Law 139-k(5)

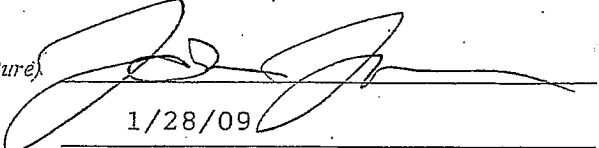
New York State Finance Law 139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law 139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Government Entity with respect to State Finance Law 139-k is complete, true and accurate.

Offerer Certification

I certify that all information provided to the DTF with respect to State Finance Law 139-k is complete, true and accurate.

By: (signature)

Date:


1/28/09

Procurement Description, Contract or Bid Number:

C400644 Cigarette Tax Stamps

Name (Please print): John Sprawka

Title: Secretary/Business Unit Manager

Offerer Name: Meyercord Revenue Inc., an ITW Company

Offerer Address: 475 Village Drive, Carol Stream, IL 60188

Telephone Number: 630-682-6239

e-Mail Address: jsprawka@meyercord.com



New York State Department of Taxation and Finance

Contractor Certification(Pursuant to Section 5-a of the Tax Law, as amended,
effective April 26, 2006)**ST-220-TD**

(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name Meyercord Revenue Inc., an ITW Company			
Contractor's principal place of business 475 Village Drive,		City Carol Stream,	State IL
Contractor's mailing address (if different than above)		ZIP code 60188	
Contractor's federal employer identification number (EIN) 20-1697655		Contractor's sales tax ID number (if different from contractor's EIN)	
Contractor's telephone number 630 682-6239			
Covered agency name Dept Tax & Finance	Contract number or description C400644, Cigarette Stamps	Estimated contract value over the full term of contract (but not including renewals)	
Covered agency address BLD 9, W.A. Harriman Office Campus		Covered agency telephone number 518-457-3487	
Albany, NY 12227			

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a*, (as amended, effective April 26, 2006), available at www.nystax.gov. Information is also available by calling the Tax Department's Contractor Information Center at 1 800 696-2931.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 267, 306, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-8800.

Need help?

Internet access: www.nystax.gov
(for information, forms, and publications)

Fax-on-demand forms: 1 800 746-3576

Telephone assistance is available from 8:00 A.M. to 5:00 P.M.
(eastern time), Monday through Friday.

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 698-2909

From areas outside the U.S. and outside Canada: (518) 465-6900

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1238.

I, John Sprawka, hereby affirm, under penalty of perjury, that I am Business Unit Manager
(name) (title)
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Make only one entry in each section below.

Section 1 — Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

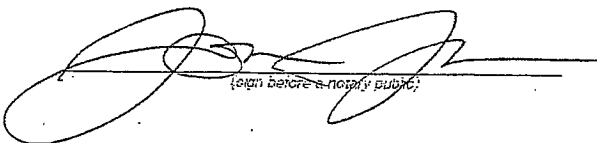
Section 2 — Affiliate registration status

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this 28 day of January, 2009.


(sign before a notary public)

Business Unit Manager
(title)

Schedule A — Listing of each person (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such person exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Person's Contract	B Name	C Address	D Federal ID Number	E Sales Tax ID Number	F Registration in progress
C	Meyercord	475 Village Dr.	20-1697655		
	Revenue Inc.	Carol Stream, IL 60188			

- Column A — Enter C in column A if the contractor; A if an affiliate of the contractor; or S if a subcontractor.
- Column B — Name - If person is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If person is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If person has a different DBA (doing business as) name, enter that name as well.
- Column C — Address - Enter the street address of person's principal place of business. Do not enter a PO box.
- Column D — ID number - Enter the federal employer identification number (EIN) assigned to the person or person's business, as applicable. If the person is an individual, enter the social security number of that person.
- Column E — Sales tax ID number - Enter only if different from federal EIN in column D.
- Column F — If applicable, enter an X if the person has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF) Illinois
SS.:
COUNTY OF) DuPage

On the 28 day of January in the year 2009 before me personally appeared John Sprawka
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
he resides at 680 Bennett Drive
Town of North Aurora
County of Kane
State of Illinois; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

[] (If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

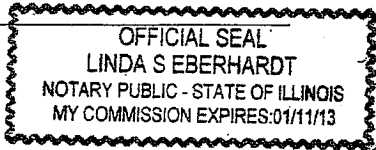
[X] (If a corporation): he is the Secretary/Business Unit Manager
of Meyerood Lovenue, the corporation described in said instrument; that, by authority of the Board
of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for
purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on
behalf of said corporation as the act and deed of said corporation.

[] (If a partnership): he is a
of
the partnership described in said instrument; that, by the terms of said
partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth
therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said
partnership as the act and deed of said partnership.

[] (If a limited liability company): he is a duly authorized member of
LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument
on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed
the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited
liability company.

Linda S. Eberhardt
Notary Public

Registration No.





New York State Department of Taxation and Finance

Contractor Certification to Covered Agency
 (Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA
 (6/06)
For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help? on back*).

Contractor name Meyercord Revenue Inc., an ITW Company		For covered agency use only Contract number or description
Contractor's principal place of business 475 Village Drive, Carol Stream, IL 60188	City State ZIP code	
Contractor's federal employer identification number (EIN) 20-1697655		Estimated contract value over the full term of contract (not including renewals) \$
Contractor's sales tax ID number (if different from contractor's EIN)		
Contractor's telephone number 630-682-6239	Covered agency name NY Dept Tax & Finance and NYC Dept of Finance	Covered agency telephone number 518-457-3487
Covered agency address Bldg 9, W.A. Harriman Campus, Albany NY 12227		

 I, John Sprawka, hereby affirm, under penalty of perjury, that I am Business Unit Manager

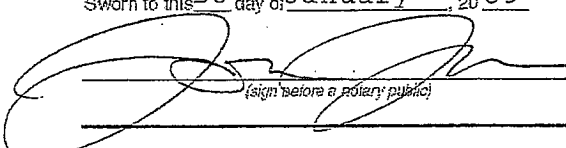
of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

 The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

 The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____ (insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this 28 day of January, 2009

 _____ Business Unit Manager

(sign before a notary public)

(title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a covered agency within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a contractor within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a contract within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for commodities or services, as such terms are defined for purposes of the statute (see Publication 223, Q&A 6 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned on or after April 26, 2006 (the effective date of the section 5-a amendments).

PUBLIC OFFICERS LAW

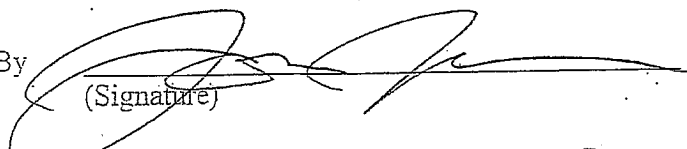
§73.4 Business or professional activities by state officers and employees and party officers.

(a) No statewide elected official, state officer or employee, member of the legislature, legislative employee or political party chairman or firm or association of which such person is a member, or corporation, ten per centum or more of the stock of which is owned or controlled directly or indirectly by such person, shall (i) sell any goods or services having a value in excess of twenty-five dollars to any state agency, or (ii) contract for or provide such goods or services with or to any private entity where the power to contract, appoint or retain on behalf of such private entity is exercised, directly or indirectly, by a state agency or officer thereof, unless such goods or services are provided pursuant to an award or contract let after public notice and competitive bidding. This paragraph shall not apply to the publication of resolutions, advertisements or other legal propositions or notices in newspapers designated pursuant to law for such purpose and for which the rates are fixed pursuant to law.

(b) No political party chairman of a county wholly included in a city with a population of more than one million, or firm or association of which such person is a member, or corporation, ten per centum or more of the stock of which is owned or controlled directly or indirectly by such person, shall (i) sell any goods or services having a value in excess of twenty-five dollars to any city agency, or (ii) contract for or provide such goods or services with or to any private entity where the power to contract, appoint or retain on behalf of such private entity is exercised directly or indirectly, by a city agency or officer thereof, unless such goods or services are provided pursuant to an award or contract let after public notice and competitive bidding. This paragraph shall not apply to the publication of resolutions, advertisements or other legal propositions or notices in newspapers designated pursuant to law for such purpose and for which the rates are fixed pursuant to law.

(c) For purposes of this subdivision, the term "services" shall not include employment as an employee.

I have read and agree to comply with the requirements of Public Officer's Law Section 73 (4) a.i. I further acknowledge that failure to comply shall justify contract termination by the Department and may result in the rejection of bids or proposals for future work with the Department.

By  Business Unit Manager
(Signature) (Title)

Firm's Legal Name Meyercord Revenue Inc., 1/28/09
an ITW Company (Date)

VENDOR RESPONSIBILITY FORM

VENDOR NAME: Meyercord Revenue Inc., an ITW Company

Vendors must complete a Vendor Responsibility Questionnaire. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the OSC New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Bidders opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at www.osc.state.ny.us/vendrep or may contact one of the Department's designated contacts.

Please check one of the following:

- A Vendor Responsibility Questionnaire has been filed online and has been certified/updated within the last six months.
- A Vendor Responsibility Questionnaire is attached to this contract.

NOTE: If a Vendor Responsibility Questionnaire has been filed online and has not been certified within the last six months, the vendor must either update/recertify the online questionnaire or submit a new paper Vendor Responsibility Questionnaire.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

BUSINESS ENTITY INFORMATION				
Legal Business Name Meyercord Revenue Inc., and ITW Company		EIN 201697655		
Address of the Principal Place of Business/Executive Office 475 Village Drive, Carol Stream, IL 60188		Phone Number (630) 682-6239	Fax Number (630) 682-6269	
E-mail jsprawka@meyercord.com		Website		
Authorized Contact for this Questionnaire				
Name: John Sprawka		Phone Number (630) 692-6239	Fax Number (630) 682-6269	
Title Business Unit Manager / Secretary		Email jsprawka@meyercord.com		
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)				
Type	Name	EIN	State or County where filed	Status
Other	Meyercord Revenue Division of	361258310	Illinois	Inactive

I. BUSINESS CHARACTERISTICS	
1.0 Business Entity Type – Please check appropriate box and provide additional information:	
a) <input checked="" type="checkbox"/> Corporation (including PC)	Date of Incorporation 10/31/2004
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized
c) <input type="checkbox"/> Limited Liability Partnership	Date of Registration
d) <input type="checkbox"/> Limited Partnership	Date Established
e) <input type="checkbox"/> General Partnership	Date Established County (if formed in NYS)
f) <input type="checkbox"/> Sole Proprietor	How many years in business?
g) <input type="checkbox"/> Other	Date Established
If Other, explain:	
1.1 Was the Business Entity formed in New York State? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If 'No' indicate jurisdiction where Business Entity was formed:	
<input checked="" type="checkbox"/> United States State <u>DE</u>	
<input type="checkbox"/> Other Country _____	
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? Note: Select 'Not Required' if the Business Entity is a Sole Proprietor or General Partnership <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required	
If 'No' explain why the Business Entity is not required to be registered in New York State.	
1.3 Is the Business Entity registered as a Sales Tax Vendor with the New York State Department of Taxation and Finance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If 'No', explain and provide detail, such as "not required", "application in process", or other reason for not being registered.	
1.4 Is the Business Entity publicly traded? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

I. BUSINESS CHARACTERISTICS

CIK Code or Ticker Symbol

1.5 Is the responding Business Entity a Joint Venture? *Note: If the Submitting Business Entity is a Joint Venture, also submit a questionnaire for each Business Entity comprising the Joint Venture* Yes No

1.6 Does the Business Entity have a DUNS Number? Yes No

Enter DUNS Number 514628

1.7 Is the Business Entity's Principal Place of Business/Executive Office in New York State? Yes No
If 'No', does the Business Entity maintain an office in New York State? Yes No

Provide the address and telephone number for one New York office.

1.8 Is the Business Entity a New York State Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)? Yes No

- If 'Yes', check all that apply:
- New York State Certified Minority Owned Business Enterprise (MBE)
 - New York State Certified Women Owned Business Enterprise (WBE)
 - New York State Small Business
 - Federally Certified Disadvantaged Business Enterprise (DBE)

1.9 Identify Business Entity Officials and Principal Owners. For each person, include name, title and percentage of ownership, if applicable. *Attach additional pages if necessary.*

Name	Title	Percentage Ownership (Enter 0% if not applicable)
Tim Arends	President	0
Kathleen Murtaugh	Vice President	0
John Sprawka	Secretary	0
Cathy Wishney	Treasurer	0

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS

2.0 Does the Business Entity have any Affiliates? *Attach additional pages if necessary.* Yes No

Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity

Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):

Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate? Yes No

Individual's Name	Position/Title with Affiliate

2.1 Has the Business Entity participated in any Joint Ventures within the past three (3) years? *Attach additional pages if necessary* Yes No

Joint Venture Name:	Joint Venture EIN (If available):	Identify parties to the Joint Venture:

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

III. CONTRACT HISTORY

3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If "Yes" attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description. Yes No

Meyercord only has the contract for cigarette tax stamps with NY State Dept. of Taxation & Finance & Dept. of Finance City of NY. (Last yr:C400576/This yr: @400644)

IV. INTEGRITY - CONTRACT BIDDING
Within the past five (5) years, has the Business Entity or any Affiliate

4.0 been suspended or debarred from any government contracting process or been disqualified on any government procurement? Yes No

4.1 been subject to a denial or revocation of a government prequalification? Yes No

4.2 been denied a contract award or had a bid rejected based upon a finding of non-responsibility by a government entity? Yes No

4.3 had a low bid rejected on a government contract for failure to make good faith efforts on any Minority Owned Business Enterprise, Women Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract? Yes No

4.4 agreed to a voluntary exclusion from bidding/contracting with a government entity? Yes No

4.5 initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? Yes No

For each "Yes" answer above provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

V. INTEGRITY - CONTRACT AWARD
Within the past five (5) years, has the Business Entity or any Affiliate

5.0 been suspended, cancelled or terminated for cause on any government contract? Yes No

5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract? Yes No

5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity? Yes No

For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES
Within the past five (5) years, has the Business Entity or any Affiliate

6.0 had a revocation, suspension or disbarment of any business or professional permit and/or license? Yes No

6.1 had a denial, decertification, revocation or forfeiture of New York State certification of Minority Owned Business Enterprise, Women Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership? Yes No

For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**NEW YORK STATE
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VII. LEGAL PROCEEDINGS Within the past five (5) years, has the Business Entity or any Affiliate:	
7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.1 been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.3 had a government entity find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.4 had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.5 entered into a consent order with the New York State Department of Environmental Conservation, or a Federal, State or local government enforcement determination involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.6 other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000 imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VIII. LEADERSHIP INTEGRITY NOTE: If the Business Entity is a Joint Venture Entity, answer "N/A" (Not Applicable) to questions 8.0 through 8.4. Within the past five (5) years has any individual previously identified, any other Business Entity Leader not previously identified, or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to:	
8.0 a sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
8.2 an indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
8.3 a misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
8.4 a debarment from any government contracting process?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
For each "Yes" answer provide an explanation of the issue(s), the individual involved, the government entity involved, the relationship to the submitting Business Entity, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

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IX FINANCIAL AND ORGANIZATIONAL CAPACITY

9.0 Within the past five (5) years, has the Business Entity or any Affiliates received a formal unsatisfactory performance assessment(s) from any government entity on any contract? Yes No

If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000? Yes No

If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments (not including UCC filings) over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days? Yes No

If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the lien holder or claimant's name, the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 In the last seven (7) years, has the Business Entity or any Affiliates initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending? Yes No

If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy chapter number, the Court name, and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.

9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws? Yes No

If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability years, the tax liability amount the Business Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.

9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns? Yes No

If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the years the Business Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits?
 If "yes" did any audit reveal material weaknesses in the Business Entity's system of internal controls? Yes No
 If "Yes", did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)? Yes No

For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

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X FREEDOM OF INFORMATION LAW (FOIL)	
10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Indicate the question number(s) and explain the basis for the claim.	


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Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer 

Printed Name of Signatory John Sprawka

Title Business Unit Manager / Secretary

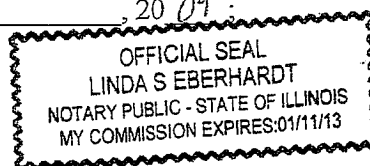
Name of Business Meyercord Revenue Inc., and ITW Company

Address 475 Village Drive

City, State, Zip Carol Stream, IL 60188

Sworn to before me this 29th day of January, 2009

Linda S. Eberhardt Notary Public



DEPARTMENT REQUIREMENTS

Meyercord shall meet all of the Department requirements listed below for both the Cigarette Tax Stamps and application machinery in accordance with Appendix B.

1. PURPOSE

This Attachment A provides detailed specifications for both the Cigarette Tax Stamps and application machinery. Changes to these specifications shall not be made during the term of the contract, without the prior written authorization of the State/City. Such changes shall be made by written amendment requiring the approval of the Offices of the New York State Attorney General and Comptroller.

2. DESCRIPTION OF PRODUCT

The product to be provided hereunder shall be a stamp, decal, label, or other indicia exclusive of a metered impression, to be affixed to the polypropylene type wrapping on packs of cigarettes for the purpose of indicating that appropriate Excise Taxes have been paid. The product must include the necessary application machinery and related maintenance support.

Meyercord shall familiarize itself with the sizes and shapes of all brands offered for sale and design stamps that can be successfully affixed to a wide range of brands and sized packages.

Currently there are two (2) categories of stamps specifically:

1. Joint, that is, State/City Cigarette Tax paid, and,
2. State Only for State Cigarette Tax paid.

3. QUANTITIES

For the initial term of this contract, the State/City projects the need for 562,500,000 stamps per year.

The minimum quantity for manufacture and delivery of stamps on a per order basis shall be one hundred and fifty (150) cartons, inclusive of all stamp types. The State/City reserves the right to order stamps on an emergency basis without any minimum quantity restrictions. The determination of an emergency basis will be at the discretion of the State/City.

The number of categories of stamps and the types of stamps in each of these categories may be revised at the discretion of the State/City during the term of the contract.

4. CHANGE IN STAMP DESIGN

Meyercord will be required, with two calendar weeks notice, or sooner if possible, to make such changes in the stamp design as may be required by the State/City at any time during the duration of the contract. Meyercord must be able to make changes in colors, printing, chemicals, papers, and other elements of the stamps quickly and with ease. Costs associated with the change in stamp design must be included in the stamp cost. Such changes may be as extensive as to require a new stamp to be delivered within two calendar weeks after receipt of notice.

5. APPLICATION MACHINERY

The stamps which will be applied by machine may be affixed to the polypropylene type covering by means of heat, adhesive, water or any mechanical means exclusive of metering. Once affixed the stamps must not be removable without either being destroyed or rendered unusable as an indicator of tax payment.

Meyercord must warrant that during the contract term, machines will be made available ONLY to State/City authorized distributors by means of lease and/or purchase. Both options shall be made available. The State/City's intent is to maintain a constant cost/volume ratio.

These machines, designed to apply Contractor stamps, as well as any related equipment such as carton openers, gluers, closers and stamp cancellation devices will be designed and manufactured to assure proper adhesion and high speed application of Contractor's stamps to a wide range of cigarette packs.

Machines and related equipment must meet with the approval of the State/City. Meyercord must specify the minimum and/or normal stamping rate (i.e. number of stamps and cartons per minute) for the machinery provided hereunder and provide substantially the same equipment during the term of this contract.

The volume of stamps applied by agents throughout the State varies widely.

Meyercord must make available all application machines and related equipment requested by the stamping agents during the term of this contract. Meyercord shall reasonably adhere to delivery times for application machines and related equipment as specified in Attachment B.

Meyercord must service and maintain all machines and related equipment on an ad hoc basis or through a service contract or leasing arrangement at a reasonable cost to the distributors in such a manner that mechanical failure, or down time for servicing, will not substantially disrupt stamping by the distributors and receipt of revenue by the State/City. Preventive maintenance and repair must be provided through service contracts or leases to keep the equipment in proper operating condition under any such contract.

Meyercord must have sufficiently trained personnel located in the State or within close proximity to properly maintain, service and repair stamp applying machines. Service personnel must be available during normal working hours and respond to a service call within eight hours Monday through Friday.

Meyercord must instruct the agents' employees in the proper operation of the stamp applying machine for correct application of stamps.

6. STOCK

The stamps shall be printed on unique paper furnished by Meyercord. The base paper for the stamps must contain identifiable protective features which will permit immediate field analysis to establish its authenticity. No change in the base paper or any of its features may be made without the prior written approval of the State/City.

Meyercord must have at least two manufacturers available for all supplies needed to produce the stamps.

Meyercord must inspect and eliminate all faulty or imperfect paper stock and stamps or sheets of stamps.

Each individual run of stamps must be tested by Meyercord for all requirements in the specifications before the stamps are shipped. A copy of Meyercord's report of the test shall be filed, upon request, with the State/City.

The Contractor must maintain an accurate accounting of all paper used in the production of the stamps, including spoilage and must certify that each run has met all of the requirements outlined in the specifications. Such accounting records and certifications must be furnished to the State/City upon request.

Inspection of the plant and all of the records and books of account shall be allowed by the Contractor at any time, upon demand, of authorized representatives of the State and/or City.

7. COLOR AND DESIGN

The colors and designs of all stamps shall be approved by the State/City and no changes may be made without prior written authorization of the State/City. The Contractor must warrant that no other State has similar stamps in color and design and that no other State shall have similar stamps in color and design during the term of this contract. All stamps and paper must contain protective features to guard against illegal reproduction.

8. INKS AND PRINTING

All inks necessary for printing the stamps are to be supplied by the Contractor. The ink shall be highly resistant to fading in sunlight, and shall not bleed in water, except as an anti-counterfeiting technique. No change in the inks may be made without the prior written approval of the State/City.

9. PLATES AND ENGRAVING

The original artwork, printing cylinders and any other unique items developed for this contract shall be and remain the property of the State/City and shall be kept and protected, or destroyed as required by the State/City.

Such items shall be used solely for orders resulting from this contract, and must be locked in a safe or vault when not in use for such manufacture. The security provisions set forth in Attachment B shall not be materially altered during the term of this contract. At the termination of this contract, or any time that the State/City may require, all such artwork, printing cylinders, unique items developed for this contract, plates, designs, films, etc., will be destroyed and disposed of as directed by the State/City, or at their option, the State/City may elect to receive in good order all artwork, cylinders, unique items developed for this contract etc. used for the manufacture of the Joint and State Only tax stamps.

10. FIELD TESTS

The product must lend itself to a quick reliable field test which will determine its authenticity. The field test must be designed so that they can be performed by Department personnel.

11. LABORATORY TESTS

If field tests identify a potential counterfeit, additional tests may become necessary. The Contractor shall perform the tests set forth in Attachment B at the facilities identified therein as required by the Department.

12. TRACEABILITY

Each stamped pack must be traceable to the machine which affixed the stamp.

13. PERFORMANCE

The stamps shall readily and permanently adhere to all cigarette package wrapper materials, with a minimum surface tension of 30 dynes, in such a manner that they cannot be removed without either being destroyed or rendered unusable as an indicator of tax payment.

14. PLANT AND EQUIPMENT

All manufacturing work under this contract must be performed wholly within the premises of the Contractor. During the term of this contract, Meyercord shall continue to possess and provide the necessary plant, equipment, and facilities to properly and satisfactorily discharge the responsibilities imposed by these requirements.

15. PRODUCTION CONTROL

Meyercord must provide all security precautions necessary to insure proper supervision within the plant and organization in order to protect the State/City against unlawful production of the stamps.

16. STORAGE

Finished stamps shall be kept in secured storage at the plant of the Contractor, until directions have been received from the State/City for delivery of manufactured stamps.

Such storage area must be adequately protected against damage or loss and equipped in such a manner so as to meet the approval of the State/City. The State/City shall have access to the storage area for purposes of an inspection and examination without advance notice.

17. ROLL OR SHEET SIZE

The Contractor shall produce and package the stamps in quantities and denominations specified by the State/City. There will be no change in the roll size, roll numbering, use of roll cores, or use of roll containers without the prior written approval of the State/City.

18. TECHNOLOGICAL LIMITATIONS

The contractor must provide a description of any technological limitations on the proposed products. Examples of possible limitations are as follows:

- Maximum/minimum stamp size
- Maximum/ minimum "number window" size
- Window colors available
- Numbers and size of alpha/numeric characters available
- Geometric shapes available for stamp silhouette
- Individual stamp serialization availability
- Custom characters available, if any
- Safety tint/watermark color limitations/availability

19. ADDITIONAL STAMP

Meyercord may be required to manufacture, deliver and provide application machinery to licensed stamping agents that have received authorization from the State/City to utilize an additional private marking stamp. This stamp will be affixed to the cigarette packs in addition to the tax stamp. The vendor must present written authorization from the State/City for the stamp request, as well as written authorization from the State/City for the size, shape, color and legend desired. Meyercord will be responsible for negotiating and executing an agreement with the vendor for this purpose. The State/City will not be liable for any cost or payment associated with the additional private marking stamp.

20. DELIVERY

All shipments of stamps must be made by bonded carrier, prepaid. Initial delivery of stamps, in such quantities as may be specified by the State/City, must be made no later than thirty (30) calendar days after date of award. Subsequent shipments must be made within seven (7) calendar days after Contractor receives instructions from the State/City.

Each roll shall have a unique number affixed to the individual container and imprinted upon the roll. Rolls will be packed in individual containers and will then be repacked in master containers sealed with security tape. Delivery shall be made by a secure bonded carrier or other security service satisfactory to the State/City, at the risk and expense of the Contractor, from the plant to such banks or elsewhere in the City or State or New York at such times as may be specified by the State/City.

TECHNICAL SPECIFICATIONS

I. Purpose

Meyercord understands and agrees to Requirement 1 of Attachment A.

II. Description of Product

Meyercord understands and agrees to Requirement 2 of Attachment A.

Meyercord shall furnish to the State and City Uniquely Numbered Cigarette Tax Stamps as described in Section XII and otherwise herein with our Fuson® Cigarette Tax Stamping System to protect the collection of cigarette tax revenues.

Developed by Meyercord in 1954, the Fuson System is a total system based on the following components (*See Exhibit A for Meyercord's Fuson System brochure*):

1. **NUMBERED STAMPS** - furnishing heat applied counterfeit-resistant rolls of cigarette tax stamps with a unique numbering system to states as evidence that the tax has been paid.
2. **MACHINES** - leasing and selling a variety of tax stamping lines and accessory machines to small, medium and large tobacco wholesalers who affix the tax stamps.
3. **SERVICE** - maintaining and servicing the stamping machines with a national service force to insure that mechanical failure will not disrupt stamping by the wholesalers and receipt of tax revenue by the State and City.

Enclosed are transferred samples of Fuson applied stamps (*See Exhibit B*).

III. Quantities

Meyercord understands and agrees to Requirement 3 of Attachment A based on an annual estimated usage of 562,500,000 tax stamps.

IV. Change In Stamp Design

Meyercord understands and agrees to Requirement 4 of Attachment A.

After notification from the State and City, the number of days required to manufacture a change in numbering schemes, agreed upon colors, designs, and/or security features and ship one month's supply of both State Only and Joint stamps shall be two calendar weeks from the Department's approval of the newly designed stamp.

In the event of an attempt to counterfeit or the detection of counterfeit stamps, or otherwise, the State may select one or more of the following contingency alternatives to assist the State:

1. Stamp color may be changed.
2. Stamp design may be changed.
3. Security features such as chemical reagent and fluorescent values may be changed.
4. Numbering scheme may be changed.

V. Application Machines

Meyercord understands and agrees to Requirement 5 of Attachment A. Meyercord warrants that during the contract term machines will be made available only to State/City authorized distributors by means of lease or purchase.

Meyercord is currently leasing 83 stamping lines to in-state and out-of-state stamping agents for affixing the State Only and Joint stamps. In order to meet the needs of the largest and smallest wholesaler, Meyercord offers for lease or sale three versatile stamping lines:

1. Automatic - automatic in-feed, large power opener, stamping machine, conveyor closer, 2 packing tables or 1 packing table and 1 angle table. (*See Exhibit 1*)
2. Semi-Automatic with Carton Return - small power opener, stamping machine, carton return, 1 packing table. (*See Exhibit 2*)
3. Semi-Automatic - small power opener, stamping machine, standard closer, 2 packing tables or 1 packing table and 1 angle table. (*See Exhibit 3*)

The Automatic and Semi-Automatic stamping lines require two operators to feed and catch cigarettes while the Semi-Automatic with Carton Return only requires one operator.

Meyercord shall lease or sell the following accessory machines to further automate stamping operations:

1. In-Line Cigarette Case Cutter - automatically feeds, cuts, and splits full cases, dumping half cased for direct feed into the automatic stamping line. (*See Exhibit 4*)
2. Off-Line Cigarette Case Cutter - automatically feeds, cuts, and splits full cases, placing half cases on a takeaway conveyor for stamping or inventory storage. (*See Exhibit 5*)
3. Case Packer - connects with the Automatic stamping line, automatically repacks stamped cartons into the half case and discharges the half case on a takeaway conveyor. (*See Exhibit 6*)

Meyercord shall make available accessory equipment, including hand irons, to accommodate unusual cigarette pack sizes. A Case Packer may be used in conjunction with our Automatic stamping line to increase automation by reducing the required crew size from two operators to one operator. It should be noted that stamping speed is primarily dependent on the skill and experience of the stamping operators, the degree of automation provided by the stamping line, and the speed of the case packer used.

Meyercord's stamping line speeds and crew sizes are shown below:

<u>TYPE</u>	<u>CREW SIZE</u>	<u>OPERATING SPEED</u>
Automatic w/Meyercord Packer	1	105-110 cartons/min
Automatic w/Triangle Packer	1	80-85 cartons/min
Automatic	2	90-95 cartons/min
Semi-Automatic	2	45-50 cartons/min
Semi-Automatic w/Carton Return	1	25-30 cartons/min

Meyercord's stamping equipment shall be made available by lease or purchase; however, some stamping agents prefer to lease equipment at a nominal monthly charge. For such agents Meyercord shall offer a plan that includes installation, product flow consultation, training, scheduled preventative maintenance, replacement parts and emergency service by trained Meyercord service technicians. Meyercord may offer alternate leasing plans to meet the needs of the agents. The monthly rate shall not cover the cost of repair due to carelessness or negligence. Except for case cutters and packers, Meyercord shall pay for shipping to and from the wholesaler.

Normally, stamping lines shall be delivered within 45 calendar days, case cutters and packers within 60 calendar days, after receipt of the stamping agent's purchase order and signed lease. Stamping lines usually require 4 hours for installation while case cutters and packers require 6 to 7 hours.

For machines which are purchased, Meyercord's terms are 1/2 with a purchase order and 1/2 net 30 days after installation, F.O.B. shipping point. Taxes and installation costs are additional. Meyercord shall offer a maintenance contract at variable rates (depending on distance), which includes preventive maintenance and emergency service.

Meyercord's numbered stamps are the best means of racing the stamped pack to the stamping agent. Package markers, i.e., kiwis, have also been installed on each stamping line. The kiwis imprint the agents' number on each pack of cigarettes.

The key to Meyercord's service program is scheduled preventive maintenance to minimize machine downtime. Depending on the volume of cigarettes stamped, service technicians shall arrange pre-determined appointments with each customer in order to perform preventive maintenance on each leased machine. The following is Meyercord's current preventive maintenance schedule.

<u>CASES PER WEEK</u>	<u>FREQUENCY</u>
0 - 299	Once every 8 weeks
300 - 1499	Twice every 8 weeks
1500 - 1999	Four times every 8 weeks
2000 +	Once every week

Meyercord reserves the right to modify the above preventive maintenance schedule during the contract period as improvements and conditions warrant. Notwithstanding the foregoing, all kiwis shall be rendered fully operational by either repair or replacement no later than three months after approval of

this contract by the Office of the New York State Comptroller.

Normally, the preventive maintenance procedure requires 1 to 1-1/2 hours per stamping line. If the scheduled time conflicts with the customer's production requirements, another appointment shall be made at a more convenient time, or a minimum procedure shall be performed while the machine is operating. Preventive maintenance schedules are revised as customer's cigarette volume or equipment change.

Calls for emergency service shall always take precedence over preventive maintenance schedules. Each office shall have a telephone answering machine and all calls shall be recorded. The answering machines shall be checked for service calls at least every 2 hours. Response time to service calls depends in part on the travel distance and the time of day the call is received. While Meyercord normally responds to all service calls within 24 hours, the average response time in New York has been 4 hours the past year.

After each scheduled preventive maintenance or service call, a report shall be completed detailing the work performed. Copies shall be left with the customer and submitted to service management for review. Service data for Meyercord equipment shall also be entered into Meyercord's computerized database for statistical analysis purposes.

Depending on the age of the machine, volume of cigarettes stamped, the amount and frequency of service calls, each leased machine shall be periodically exchanged for a new stamping line incorporating the latest revisions. There shall be no charge to the lessee for machine exchanges, except for freight.

Currently, Meyercord has service offices in four strategic New York locations and employ 8 non-union service technicians to service and maintain its stamping equipment. The New York service technicians can be reached at the following toll free number and extensions: 1-800-639-3799 extensions 6422, 6423, 6424, 6433. In addition, Meyercord has standby equipment and service technicians in nearby states in order to prevent disruption of stamping by the agents and the collection of revenue by the State.

VI. Stock

Meyercord understands and agrees to Requirement 6 of Attachment A.

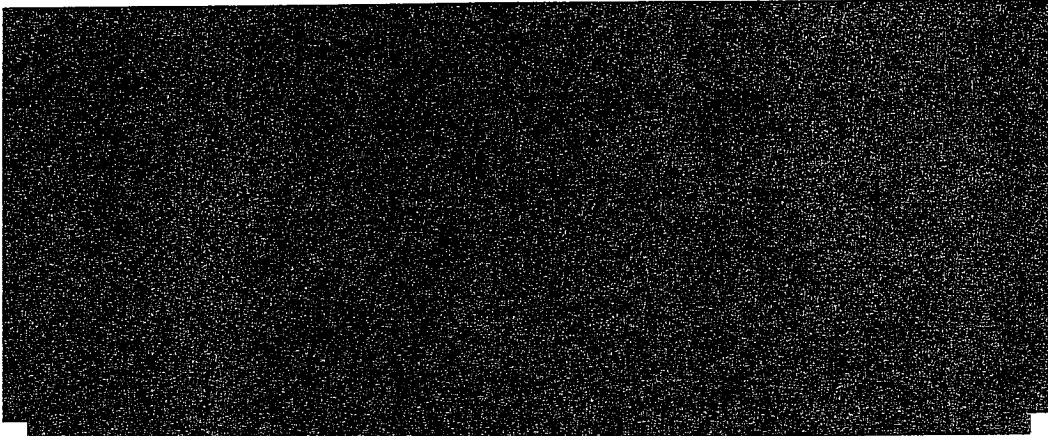
Stamps shall be printed on unique, mill-controlled paper which is suitable for use in Meyercord's stamp application machines. The paper shall contain a protective feature, SECURE MARK, described in Section VII of this Attachment.

All paper for the manufacture of stamps including damaged stamps, spoiled paper, etc., will be strictly accounted for so that the State, at all times, will have a complete production audit.

A sample of each paper is enclosed. (See Exhibit 7)

Stamps from each press roll shall be tested according to Meyercord's Quality Assurance procedure to ensure that no stamps are shipped unless they meet Meyercord's rigid quality standards.

Meyercord currently purchases the essential raw materials used for the production of cigarette tax stamps from at least two suppliers. During the contract period, we shall exercise due diligence to maintain purchasing relationships with the following suppliers or other qualified sources should the need arise:



VII. Color and Design

Meyercord understands and agrees to Requirement 7 of Attachment A and warrants that no other State has, or shall have during the term of this contract, similar stamps in color and design.

Meyercord warrants that it will not change colors or design without prior written authorization by the State/city.

Each Fuson heat applied stamp contains security features to safeguard the interests of the State and to prevent unlawful reproduction. These protective features permit quick and easy field inspection to test the authenticity of the stamps.

- 1. Fuson stamps are printed on paper processed by Meyercord with a special **Secure Mark** (safety tint lettering) that will transfer with the stamp during application and become a part of the stamp. The **Secure Mark** shall also remain on the residual paper. When exposed to ultraviolet light, the safety tint will fluoresce.*
- 2. One of the stamp's colors will contain **Safety Tint Inks**, which is only visible under a special ultraviolet light with a different wavelength frequency than indicated in number 1 above.*
- 3. Fuson stamps will contain sensitive materials that will react to **ChemTAGit**. A drop of this reagent will cause the stamp to change to one of two predetermined colors within seconds.*
- 4. The **LazerTAGit** security feature is included and will emit a green luminescence when exposed to an invisible laser energy beam directed from a battery-powered pen.*

5. *MI (MicroImage) is included and adds another unique, customized feature to stamps. It is rotogravure printing that is not readable with the naked eye. Counterfeiters using screen printing presses cannot duplicate this process.*

6. *Unique Numbering and Serialized Numbered Roll numbers "Not in Circulation" provide another level of security to the State and City. It is virtually impossible for a counterfeiter to anticipate what roll numbers will not be in circulation.*

VIII. Inks and Printing

Meyercord understands and agrees to Requirement 8 of Attachment A.

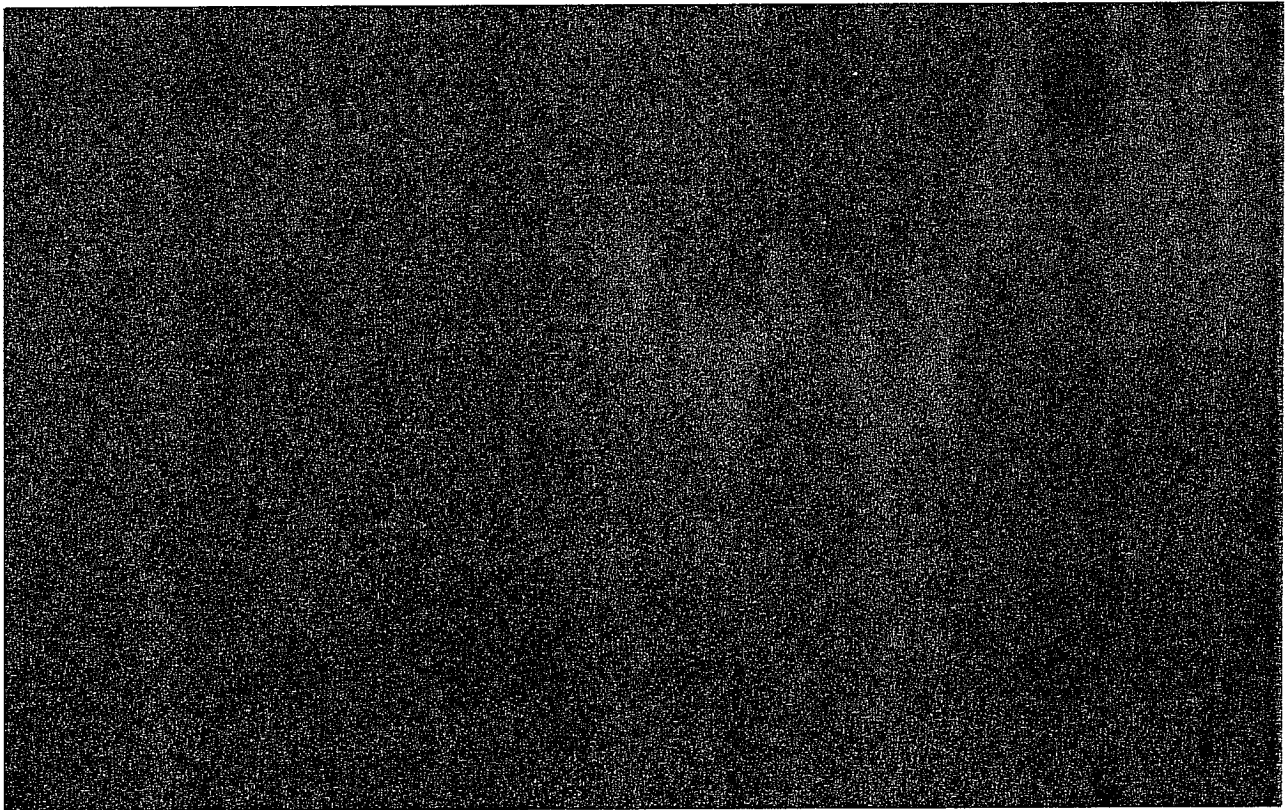
All inks used for printing tax stamps shall be manufactured at Meyercord and be highly resistant to fading in sunlight, and not bleed in water. No changes in inks will be made without the prior written consent of the State/City. For further information regarding inks please refer to Data Sheet, Exhibit 8.

IX. Plates & Engraving

Meyercord understands and agrees to Requirement 9 of Attachment A.

The entire manufacturing process including stamp design, artwork, cylinder etching, coating of the base paper stock, printing, numbering, finishing, packing and shipping of your stamps will be performed in our plant located at 475 Village Drive, Carol Stream, Illinois. Specifications for plant security are set forth in Section XV, Production Control.

X. Field Tests





XI. Laboratory Tests

Meyercord understands and agrees to Requirement 11 of Attachment A.

Meyercord maintains a Forensic Laboratory, which is available to perform authenticity testing of stamps submitted. The tests described in X above shall be run. If additional tests become available during the term of this contract, those tests shall also be run. A lab report will be issued within 48 hours from the receipt of samples.

Additionally, for authenticity verification, the ITW Tech Center will be perform the following tests upon State/City request:

1. Compositional identification of printed stamps by internal reflection FTIR spectroscopy.
2. Elemental composition of the ink layer by electron dispersive spectroscopy (EDS).
3. Thermal analysis of the wax layer by differential calorimetry.

Lab reports will be issued within five business days.

Meyercord shall appear and testify in court as to the genuineness of its stamps and proffer expert opinions as requested by the Department. Meyercord's 46 years of experience, technical database and professional expertise would provide valuable tools in the event of litigation.

XII. Traceability

Meyercord understands and agrees to Requirement 12 of Attachment A.

The best means of tracing the stamped pack to the stamping agent is the use of a numbered stamp.

A unique two line ten digit numeric will be printed on each stamp, indicating the roll number on the first line, e.g. 12345 and the individual stamp number on the second line, e.g. 00001 through 30,000. Stamp numbers will not be duplicated for ten years based on an annual volume of 600,000,000 stamps.

Rolls/pads shall be coded in sequential order. Spoiled rolls shall be identified as "not in circulation."

The beginning and ending roll number shall be clearly indicated on the outside of the box of twenty-five stamp rolls. e.g., "roll #1 – roll #26." A certified listing of all rolls/pads "not in circulation" shall be provided to the State and accounted for during stamp destruction.

Meyercord issues this certified listing to the states that utilize Meyercord's serial numbered stamps. Roll numbers "Not In Circulation" generally account for less than 3% of the total rolls numbered.

In addition, Meyercord has installed package markers on each stamping line which imprint the agent's number on each package of cigarettes. Each stamping line shall have the package marker installed and maintained during the term of this contract.

XIII. Performance

Meyercord understands and agrees to Requirement 13 of Attachment A.

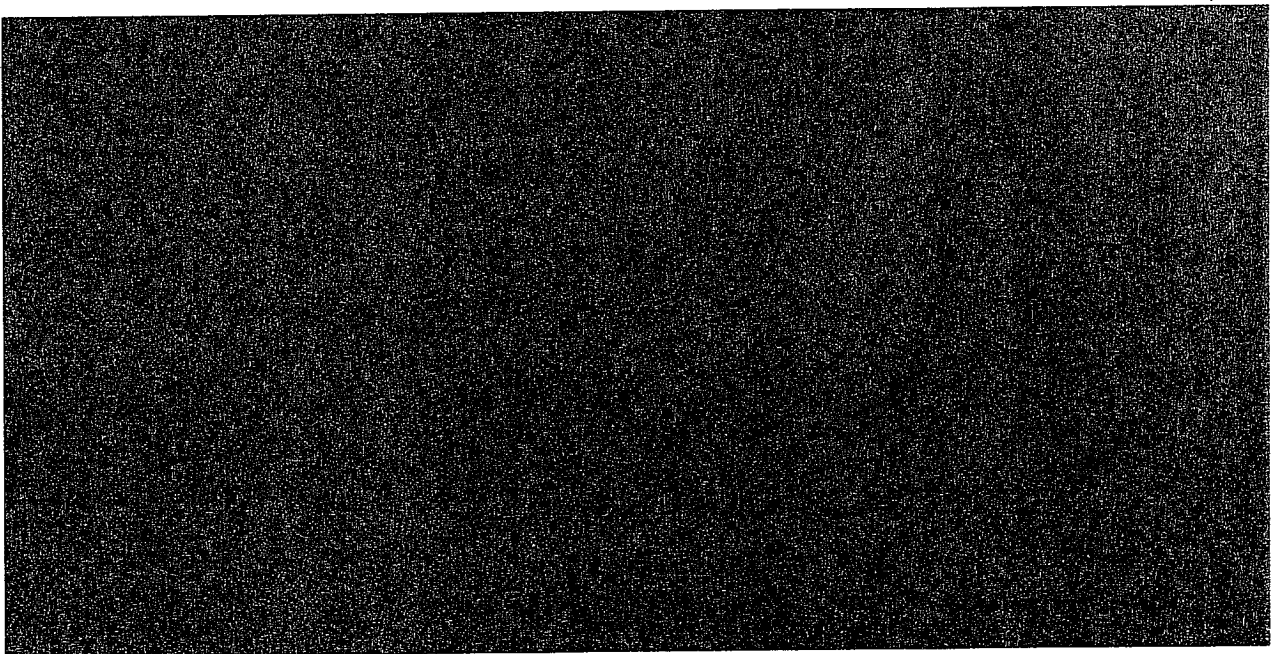
Stamps are designed to permanently adhere to the polypropylene wrapper provided that the surface tension to the wrapper is at least 30 dyne. Once applied the stamps cannot be removed intact.

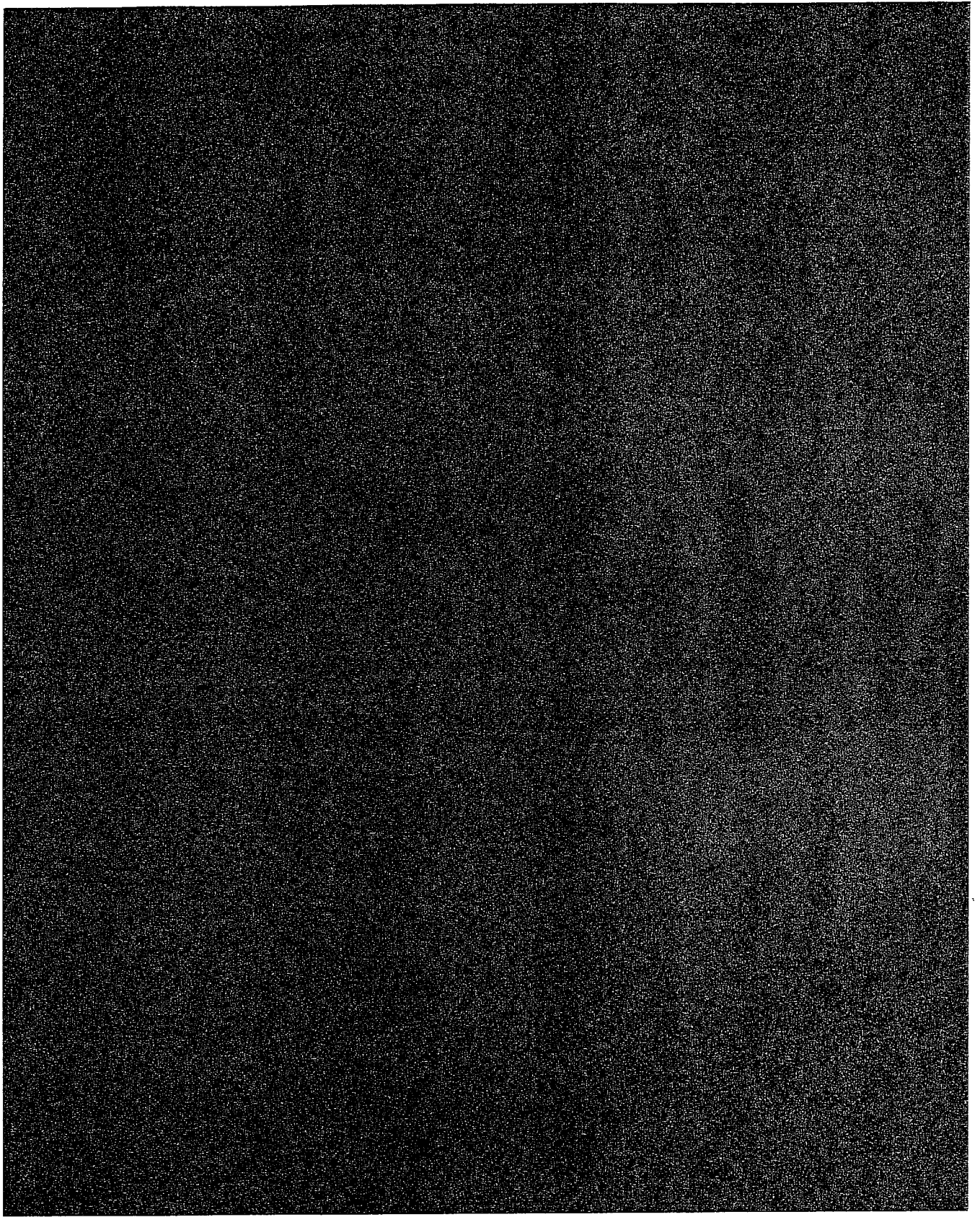
XIV Plant & Equipment

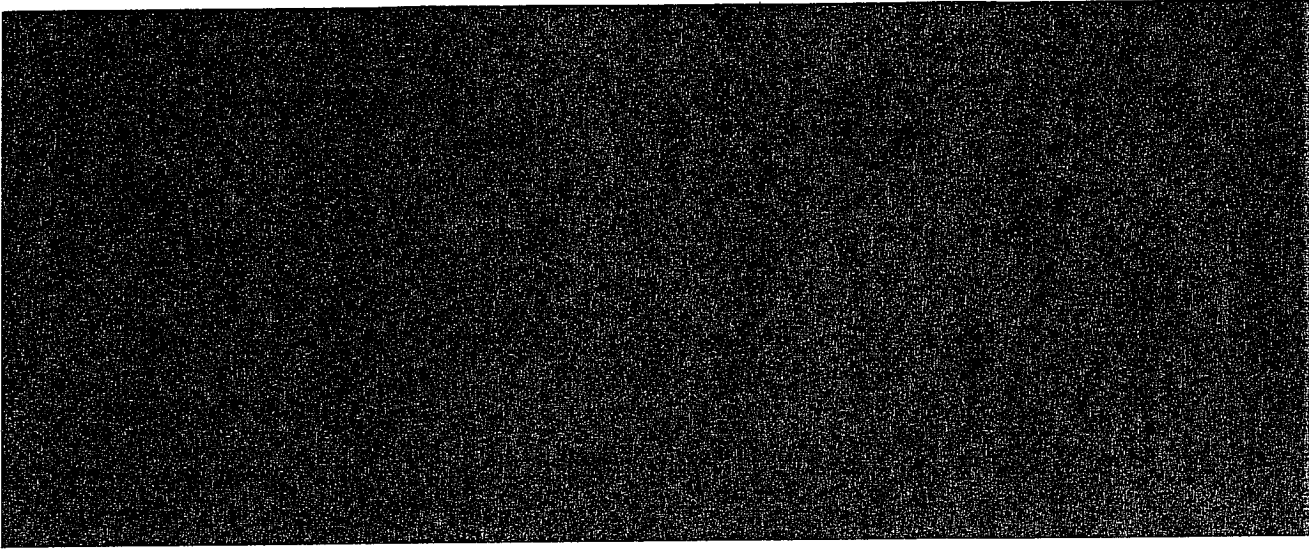
Meyercord understands and agrees to Requirement 14 of Attachment A.

The entire manufacturing process including stamp design, mechanical art, cylinder etching, coating of the base paper stock, printing, numbering, finishing, packing and shipping of your stamps will be performed in Meyercord's plant located at 475 Village Drive, Carol Stream, Illinois. Meyercord warrants that it has entered into a comprehensive maintenance and support agreement for the equipment and software used in the manufacture of the stamps and that such agreements provide for electronic diagnosis via modem with the equipment's manufacturer. Meyercord agrees that such agreement(s) shall remain in effect during the term of this Contract. Meyercord further warrants that replacement parts are stored at Meyercord and a field office close to the plant.

XV Production Control







XVI. Storage

Meyercord understands and agrees to Requirement 16 of Attachment A.

All stamps will be kept in secure storage at the Meyercord Plant located at 475 Village Drive, Carol Stream, Illinois until directions have been received from the State for delivery of stamps. Authorized representative from the State/City will be allowed to inspect this area without notice.

The minimum shelf life of Meyercord's Fuson stamps is three years provided that the following storage conditions are met;

- A. Temperature - 60 to 80 Degrees Fahrenheit.
- B. Humidity - 10% to 90%.

XVII. Roll or Sheet Size

Meyercord understands and agrees to Requirement 17.

Heat Applied Serial Numbered "20" Cigarette Tax Stamps (15 per row) shall be furnished in rolls of 30,000 stamps with ascending and descending numbers at 300 stamp intervals to provide an exact count of stamps remaining and stamps used on the roll.

Stamps for mechanical application furnished in rolls containing 30,000 stamps will be packed 25 rolls per carton. Twenty-five boxes shall be packed in a suitable corrugated container, with quantity of stamps, denomination, and first and last consecutive serial numbers clearly marked on one end of box.

Meyercord will supply rolls of 25 cigarette stamps with 12,000 stamps per roll which may be used with Meyercord's tax stamping lines to automatically stamp 25 packs in a 2x4 carton configuration. Meyercord will also furnish rolls of stamps for 25 cigarette packs in 1x10 cartons which may be stamped with R. J. Reynolds stamping machine or commercially available hand irons. These rolls will have 7,200 stamps per roll.

Each roll of 20 and 25 tax stamps will bear ascending and descending numbers at regular stamp intervals to provide an exact count of stamps remaining and stamps used on the roll.

XVIII. Technological Limitations



XIX. Additional Stamps

Meyercord understands and agrees to Requirement 19 of Attachment A.

XX. Delivery

Meyercord understands and agrees to Requirement 20 of Attachment A.

Delivery of the initial order of Fuson machine applied stamps will be made 60 days after receipt of purchase order and artwork approval. Subsequent shipments will be made 7 days after notification by the State/City. All stamps will be shipped by bonded secure carriers.

Automatic Stamping Line

W.M. RECORD

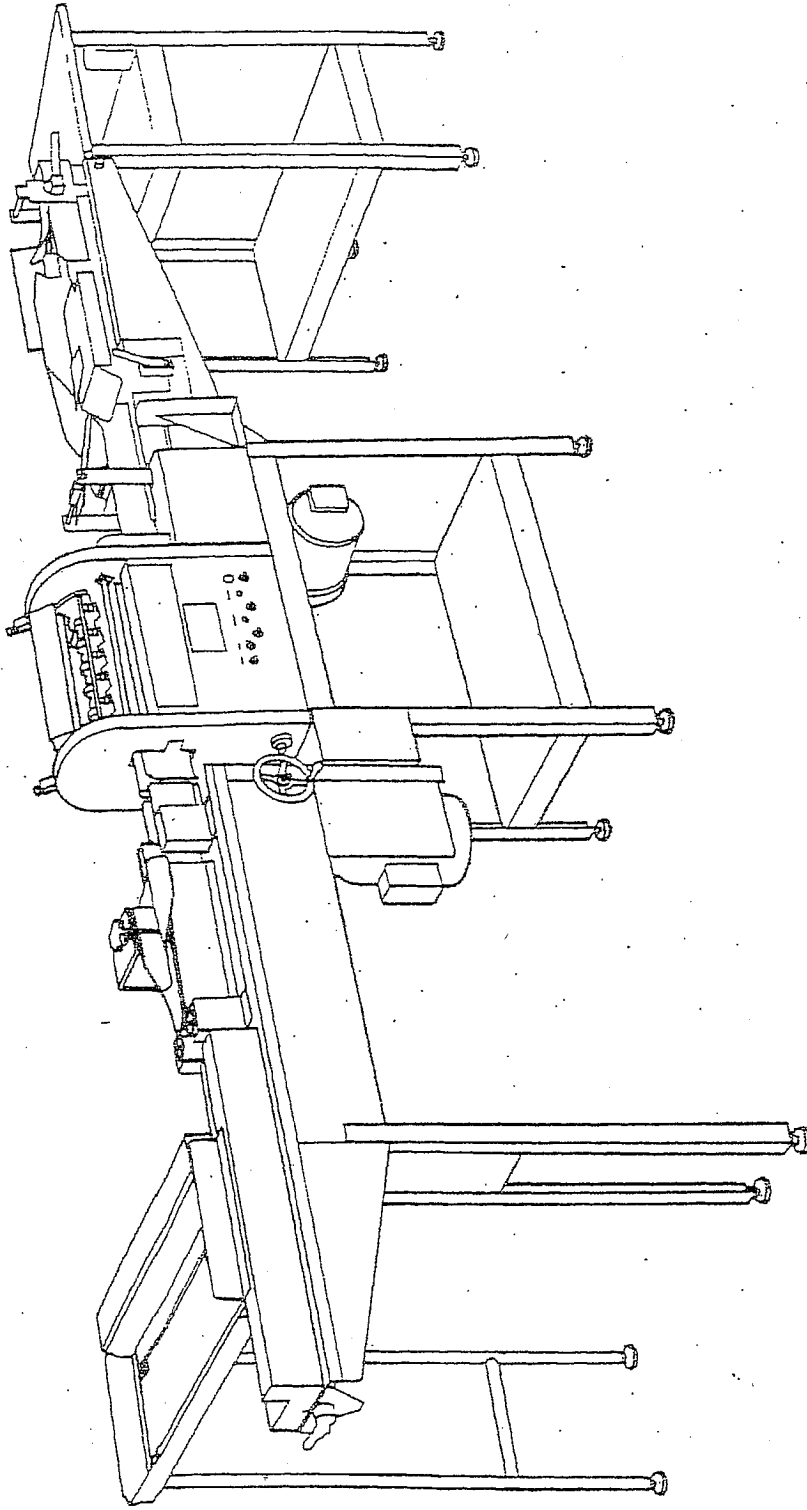


EXHIBIT 1

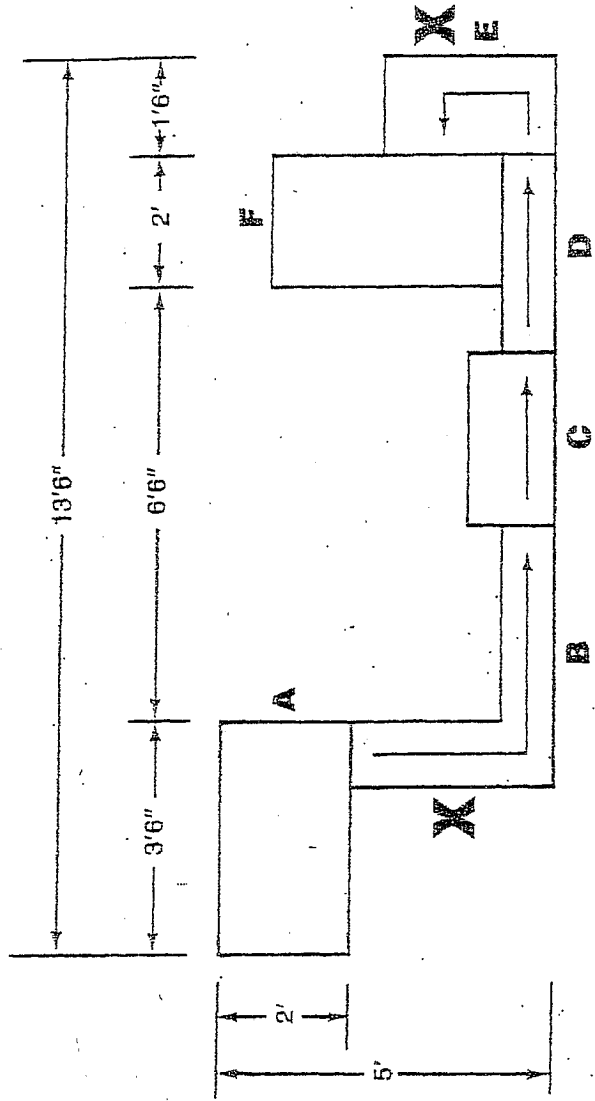
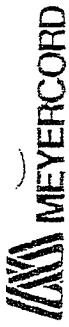
Machine Features

The automatic line provides maximum efficiency and production speed for the distributor whose demands require stamping large quantities of cigarettes hour after hour, day after day. An operator places unopened cartons on a continuous belt that feeds the cigarettes automatically thru the entire stamping operation, which includes carton opening, flap folding, stamp application, flap sealing and carton closing. Stamped and sealed cartons are transferred automatically to a special table where a second operator repacks the emptied half cases.

Specification

- Dimensions
 - Length 13'6"
 - Height 3'11"

**Fuson
Automatic Line**



- A**—FEED TABLE
- B**—OPENER
- C**—STAMPING MACHINE
- D**—CLOSER
- E**—ANGLE TABLE
- F**—PACKING TABLE

NOTE: Installation of angle and packing table can be varied, based upon actual user requirements.

(X)—INDICATES OPERATOR LOCATIONS
 CREW SIZE—TWO OPERATORS
 NORMAL OPERATING SPEED—85-100 + CARTONS/MINUTE

Electrical Requirements

A 125 VAC, 30 amp circuit (conforming to local codes) must be connected to a NEMA #L 530 R receptacle. This receptacle must be installed within 5 feet of the equipment.

For complete information contact:
 The Meyercord Co.
 Revenue Division
 385 East North Ave., Carol Stream, IL 60188
 Phone (708) 682-9200

Semi Automatic Line with Carton Return

 MEYERCORD

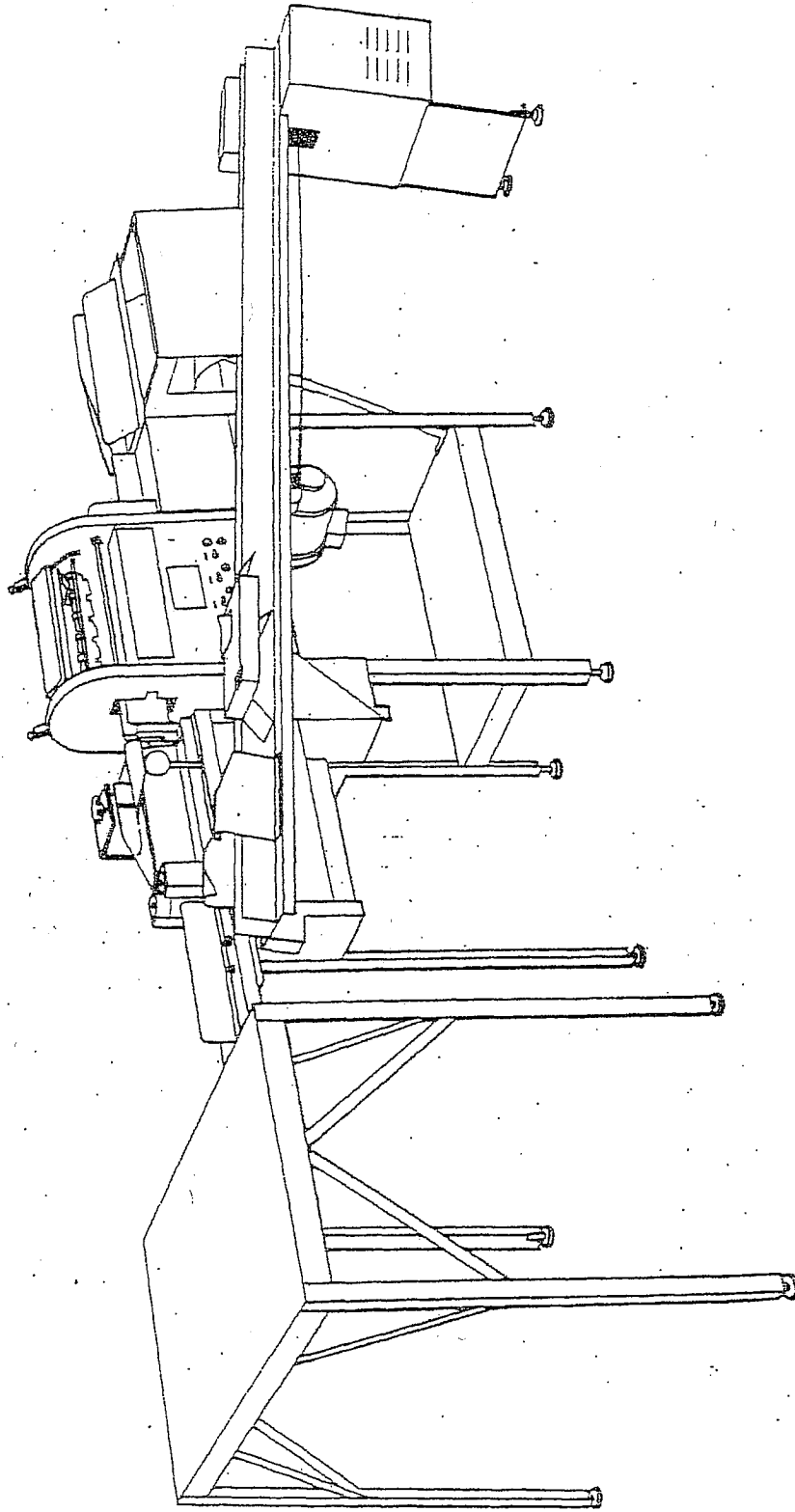


EXHIBIT 2

Machine Features

You can achieve maximum economy while meeting demanding production requirements with this space saving, single operator system.

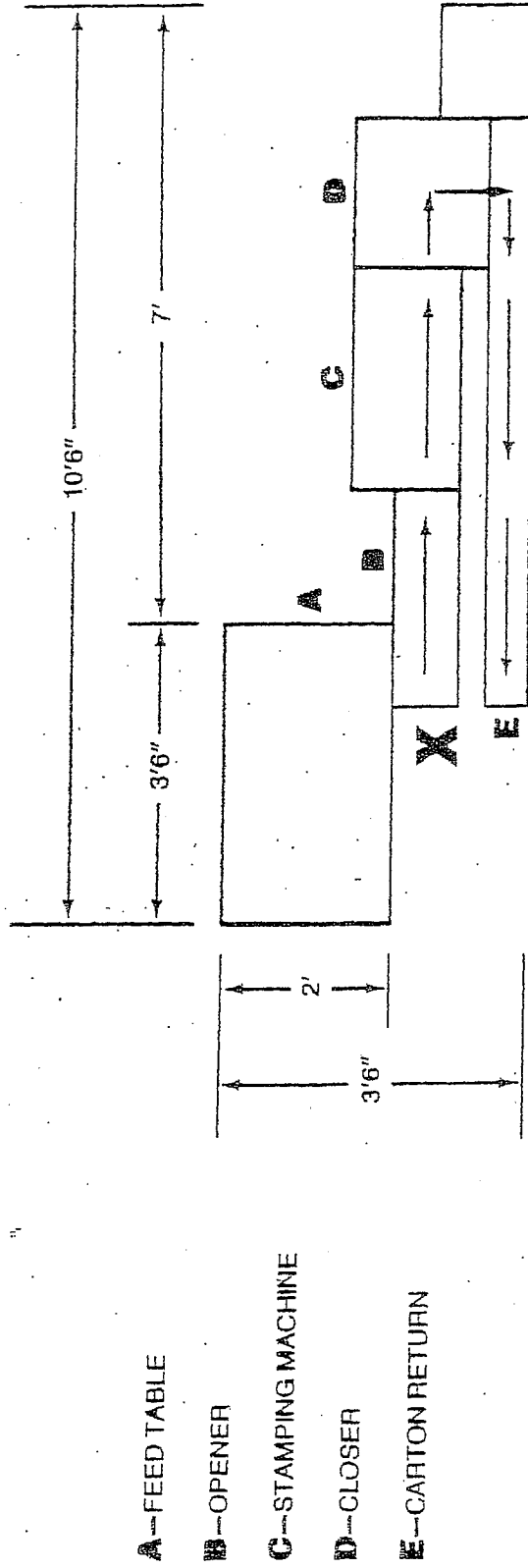
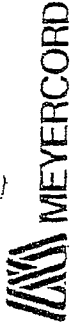
Cartons are manually fed into a small power opener, then automatically stamped, reseated and returned to the operator for repacking.

With its integrated carton return, this system eliminates the expense of one operator, reduces your labor cost, and at the same time meets your requirements for high speed stamping.

Specification

- Dimensions
 - Length..... 10'6"
 - Height..... 3'11"

FusonSM Semi-Automatic Line with Carton Return



NOTE: Installation of angle and packing table can be varied, based upon actual user requirements.

(X)—INDICATES OPERATOR LOCATION
CREW SIZE—ONE OPERATOR

NORMAL OPERATING SPEED—25-30 CARTONS/MINUTE

Electrical Requirements

Two 120 VAC single 20 amp circuits (conforming to local codes) must be connected to two standard, 3-prong receptacles located within

For complete information contact:
The Meyercord Co.
Revenue Division
365 East North Ave., Carol Stream, IL 60118
Phone (708) 682-6200

Semi-Automatic Line

M MEYERCORD

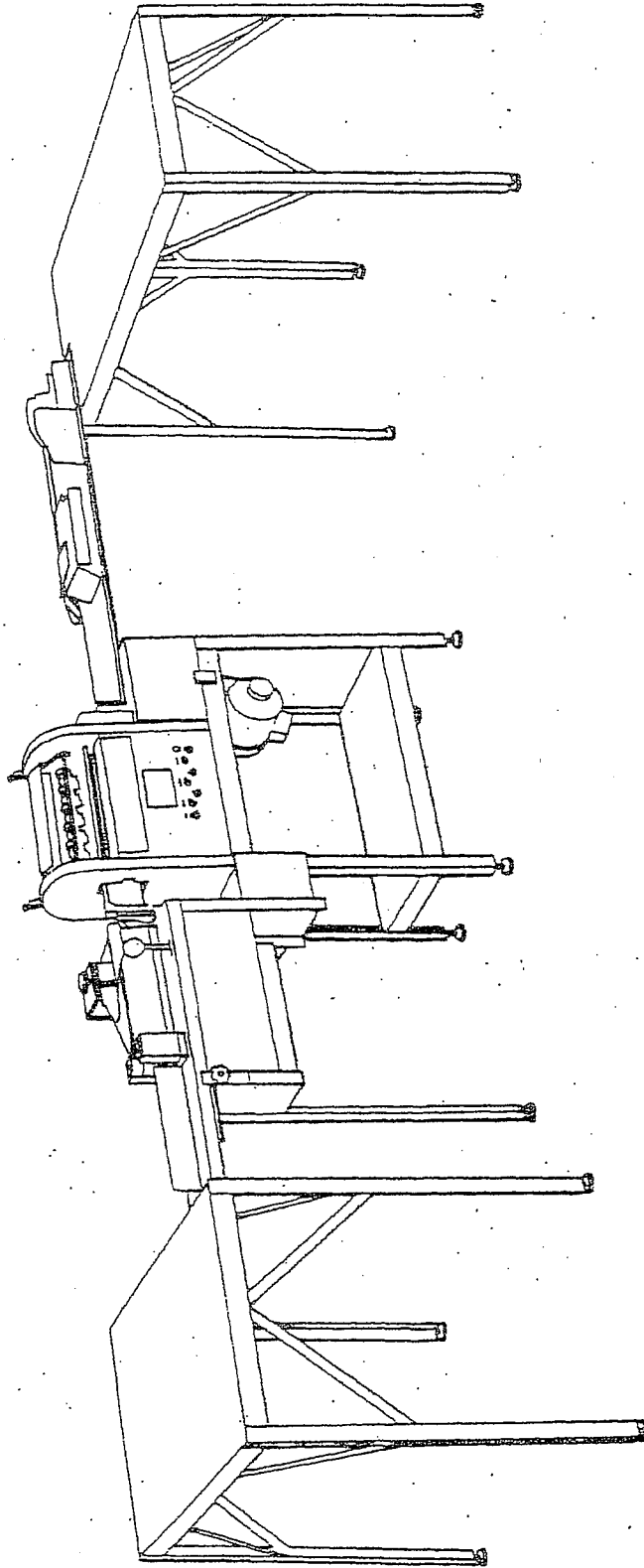


EXHIBIT 3

Machine Features

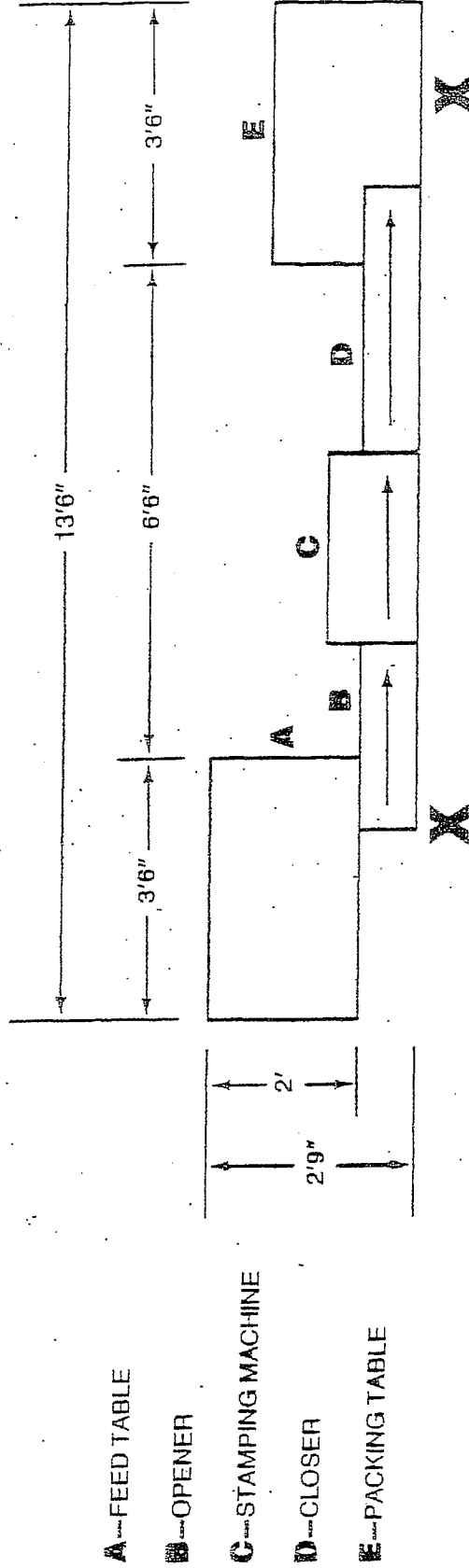
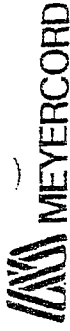
This system is designed for the distributor with moderate stamping requirements. Two operators are required. One manually feeds unstamped cartons into the line where they are opened, stamped, then resealed.

The second operator repacks the cartons into the emptied half-case. A low cost operation that provides adequate production capability.

Specification

- Dimensions
Length _____ 13'6"
Height _____ 3'11"

**Fuson
Semi-Automatic Line**



A --- FEED TABLE

B --- OPENER

C --- STAMPING MACHINE

D --- CLOSER

E --- PACKING TABLE

NOTE: Installation of angle and packing table can be varied, based upon actual user requirements.

(X) --- INDICATES OPERATOR LOCATIONS

CREW SIZE --- TWO OPERATORS

NORMAL OPERATING SPEED --- 45-50 CARTONS/MINUTE

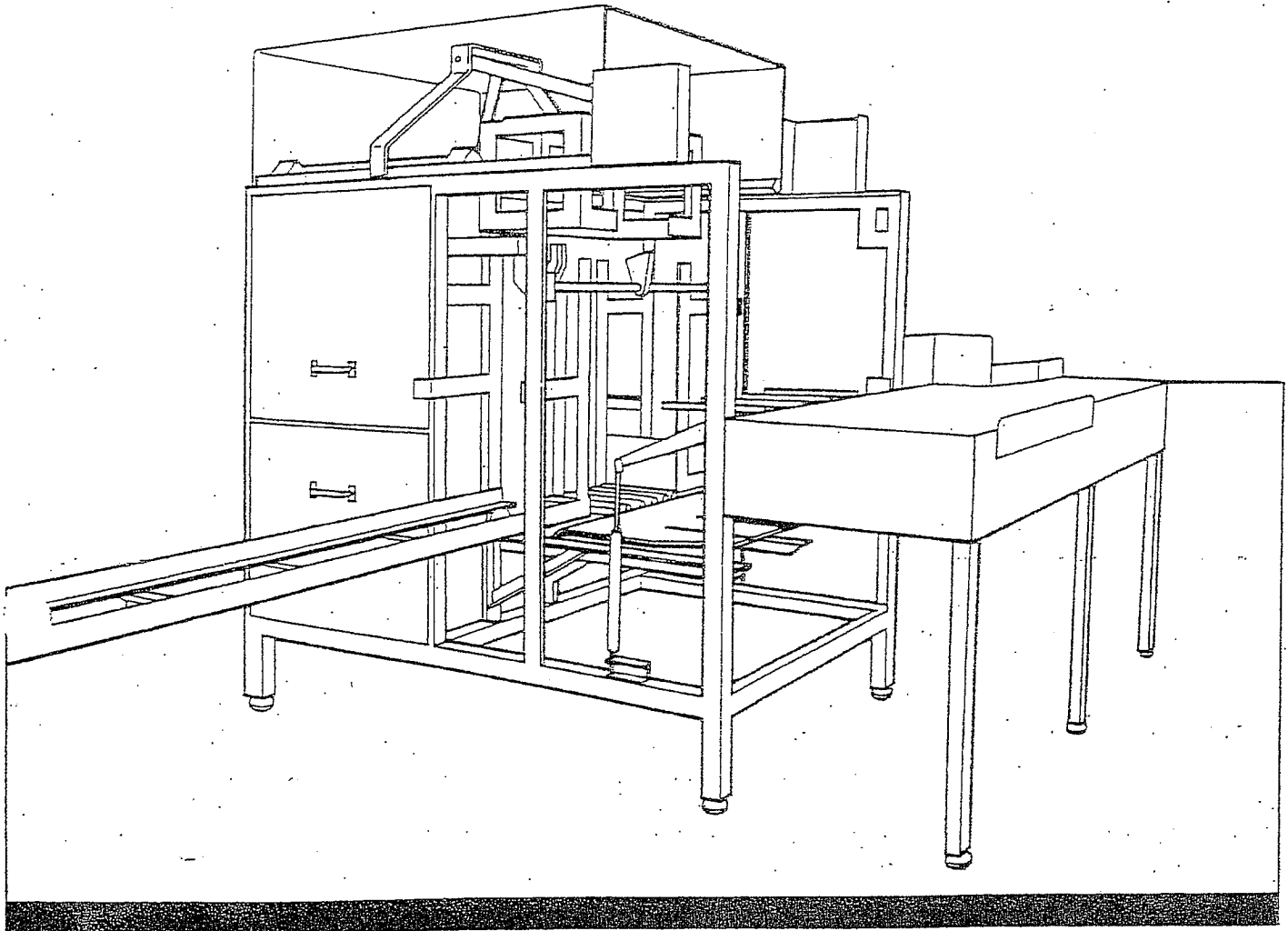
Electrical Requirements

A 120 VAC single phase, 20 amp line (conforming to local codes) must be connected to a standard, 3-prong receptacle located within 5 feet of the equipment. Do not connect any other electrical devices to this circuit.

For complete information contact:

The Meyercord Co.
Revenue Division
365 East North Ave., Carol Stream, IL 60188
Phone (708) 682-6200

In-Line Cigarette Case Cutter



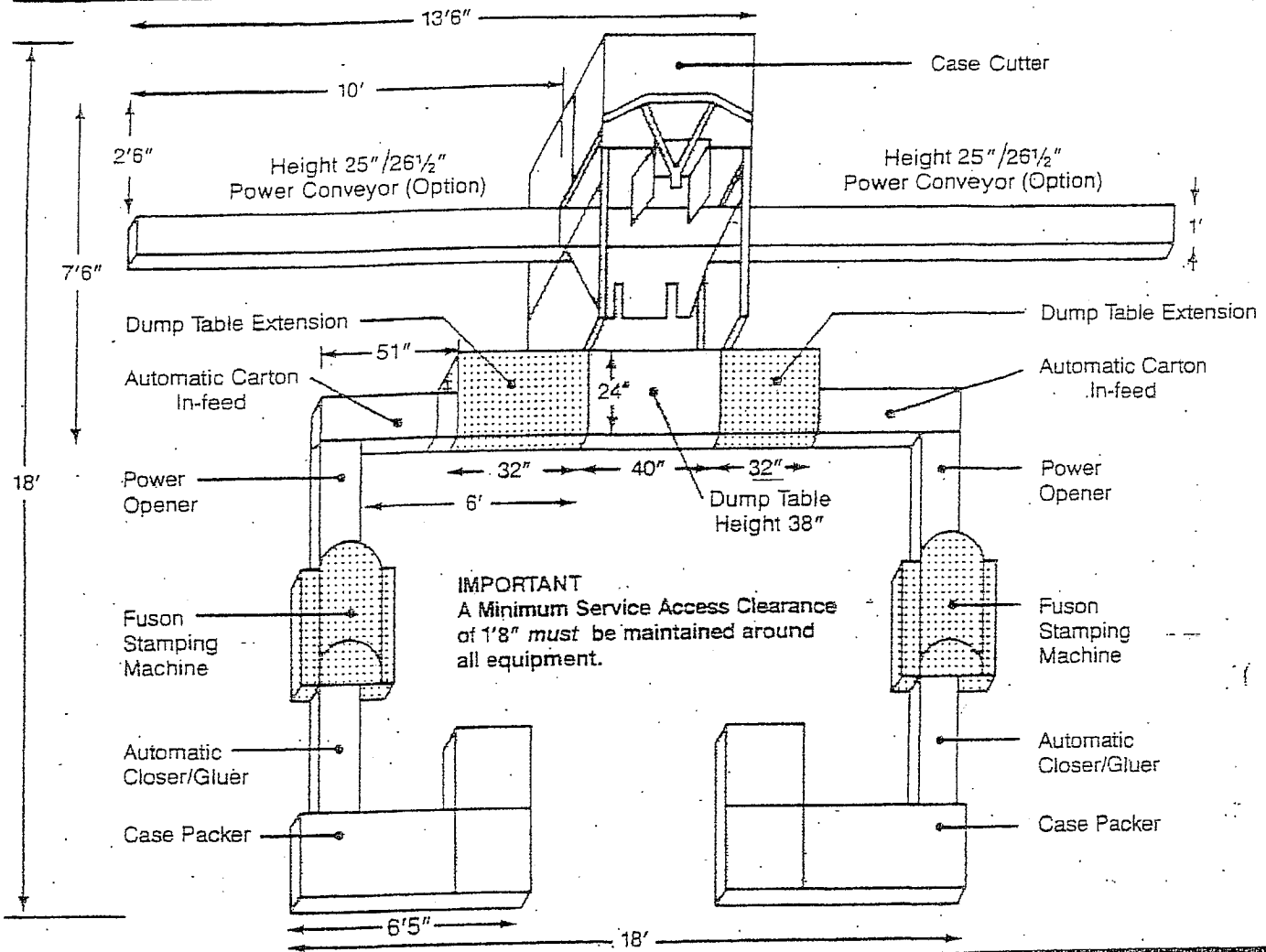
Machine Features

- Automatically cuts and splits cases on demand.
- Self-adjusts to all 12M case sizes.
- Self-contained pneumatic system.
- Complete with power in-feed conveyor, set up to feed from left or right side.
- Dependable, clean and quiet in operation.
- Reduces carton damage and labor costs.
 - compatible with most commercially available stamping equipment.

Specifications

- **Dimensions**
 - Length _____ 88"
 - Height _____ 78"
 - Width _____ 40"
- **Weight**
 - 1,000 lbs.
 - With conveyor—1,500 lbs.
- **Electrical Requirements**
 - 120 Volts
 - 60 Hertz
 - 40 Amps
- **Air**
 - Self-contained.
- **Cycle Speed**
 - 4 cases per minute.

Directional Options
Fuson System with In-Line Case Cutter



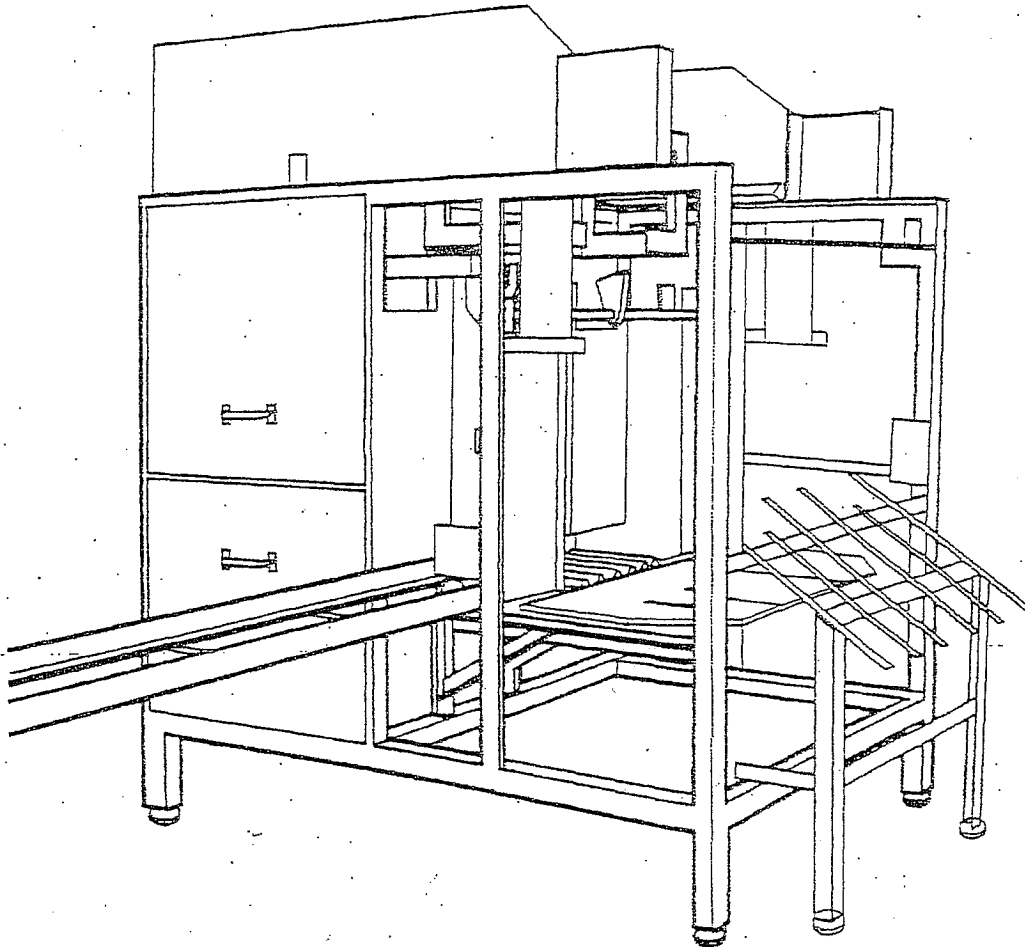
Meyercord's In-Line Cigarette Case Cutter will feed one or two stamping lines. You have the option of determining the entire directional flow of cases and cartons of cigarettes, from the case cutter's in-feed conveyor to the dump table extensions, through the stamping operation, and finally, into the repacker. Select the equipment configuration best suited for your facilities and call Meyercord.

Your Meyercord sales representative will check your space requirements and offer suggestions for the best equipment arrangement including options not shown.

For complete information contact:

The Meyercord Co.
 Revenue Division
 365 East North Ave., Carol Stream, IL 60188
 Phone (708) 682-6200

Off-Line Cigarette Case Cutter



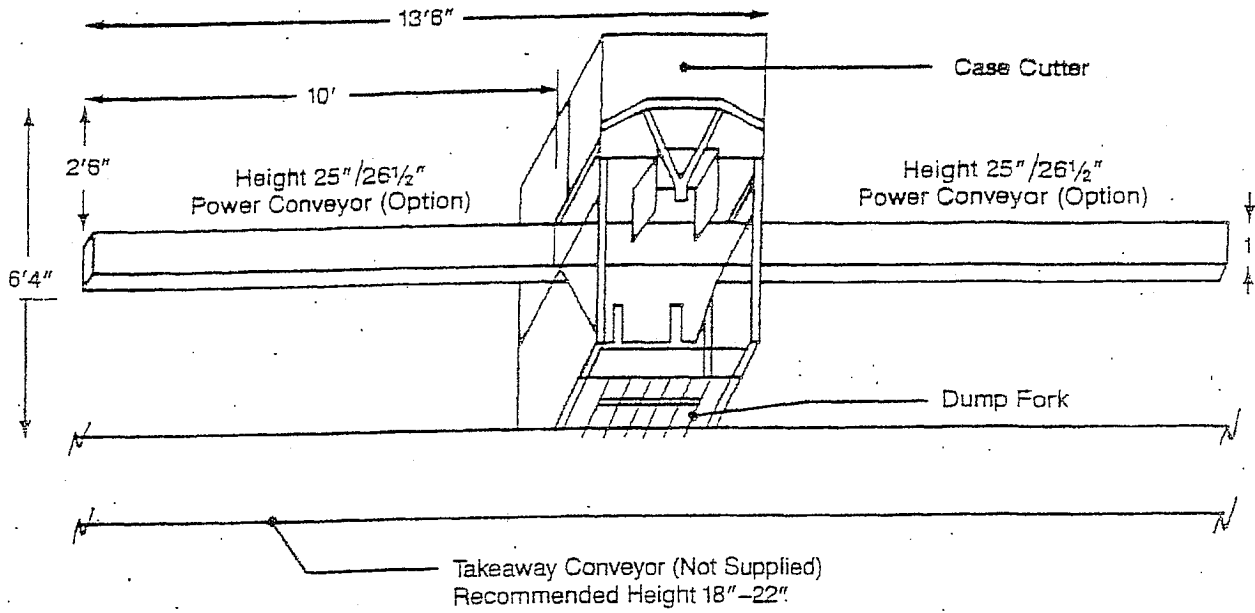
Machine Features

- Automatically cuts, splits and dumps cases.
- Self-adjusts to all 12M case sizes.
- Dump slide adjusts to user's takeaway conveyor.
- Automatic electric eye (takeaway) shutoff when backup occurs.
- Self-contained pneumatic system.
- Complete with power in-feed conveyor, set up to feed from left or right side.
- Dependable, clean and quiet in operation.
- Reduces carton damage and labor costs.

Specifications

- **Dimensions**
 - Length _____ 76"
 - Height _____ 78"
 - Width _____ 40"
 - Adjustable Slide Length _____ 11" - 13.25"
 - Adjustable Slide Height _____ 20.5" - 25"
- **Weight**
 - 1200 lbs.
- **Electrical Requirements**
 - 120 Volts, 60 Hertz, 40 amps.
- **Air**
 - Self-contained.
- **Cycle Speed**
 - 4 cases per minute.

Directional Options • Off-Line Case Cutter



IMPORTANT

A Minimum Service Access Clearance of 20" must be maintained around all equipment.

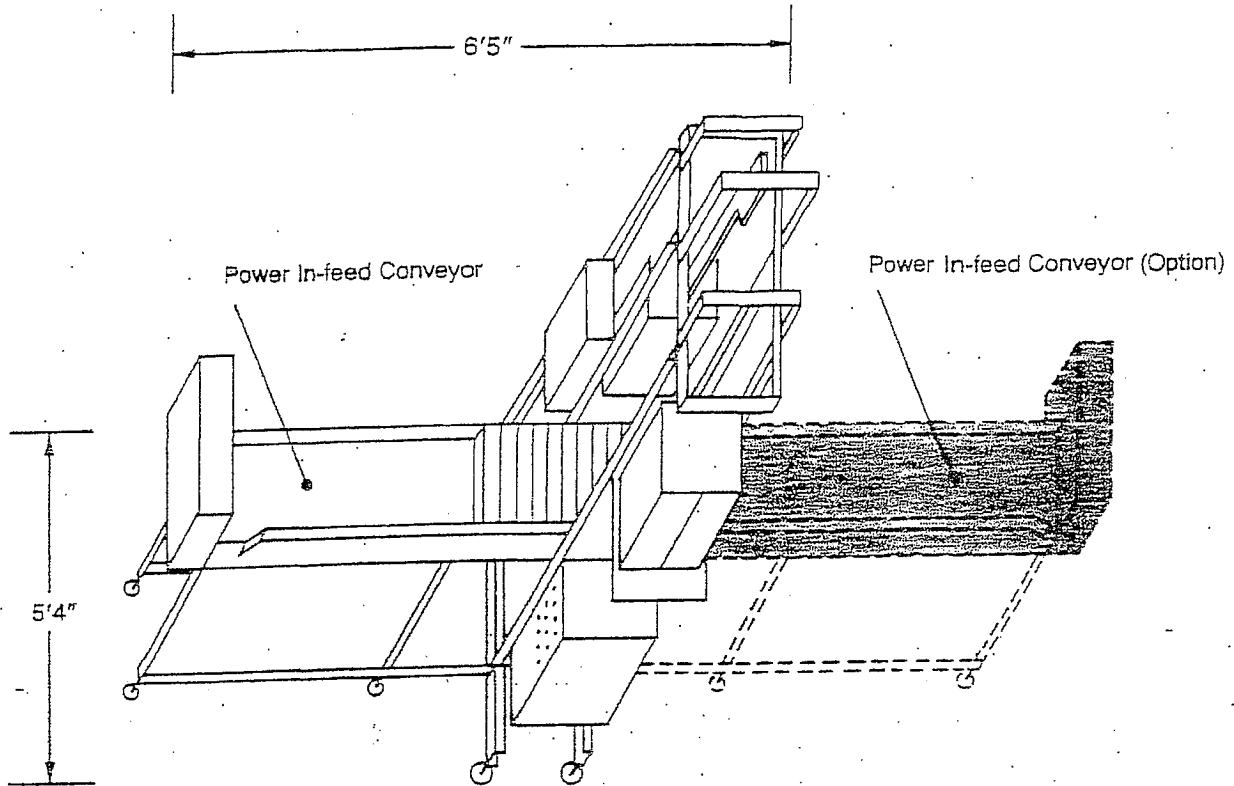
Meyercord's Off-Line Cigarette Case Cutter is ideal for post-stamping (stamp-to-order) or supplying cut cases directly to stamping machines. You have the option of determining the entire directional flow of cases for infeed and takeaway (user-supplied) conveyors.

Your Meyercord sales representative is available for consultation on the best equipment arrangement to suit your space and production requirements.

For complete information contact:

The Meyercord Co.
Revenue Division
365 East North Ave., Carol Stream, IL 60100
Phone (708) 682-6208

Directional Options • Case Packer



IMPORTANT
A Minimum Service Access Clearance
of 1'8" *must* be maintained around
all equipment.

Meyercord's Cigarette Case Packer is ideal for all stamping operations. You have the option of either a left hand infeed or a right and infeed.

Our Meyercord sales representative is available for consultation on the best equipment arrangement to suit your space and production requirements.

For complete information contact:

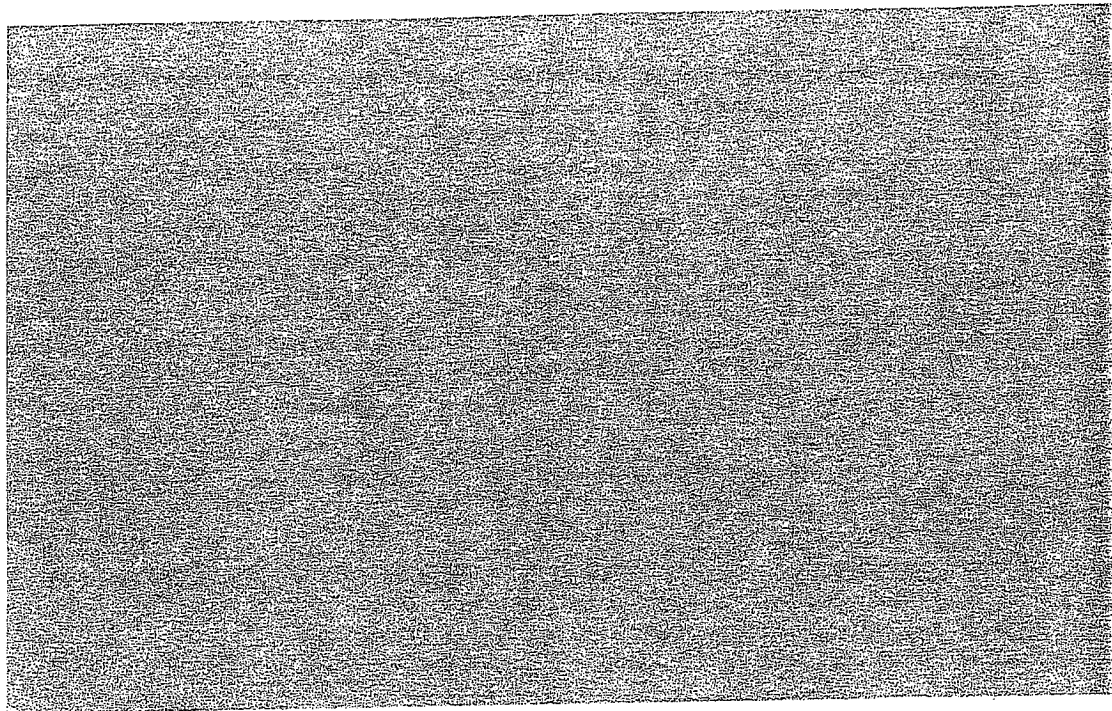
The Meyercord Co.
Revenue Division
365 East North Ave., Carol Stream, IL 60188
Phone (708) 682-6200

Exhibit 7



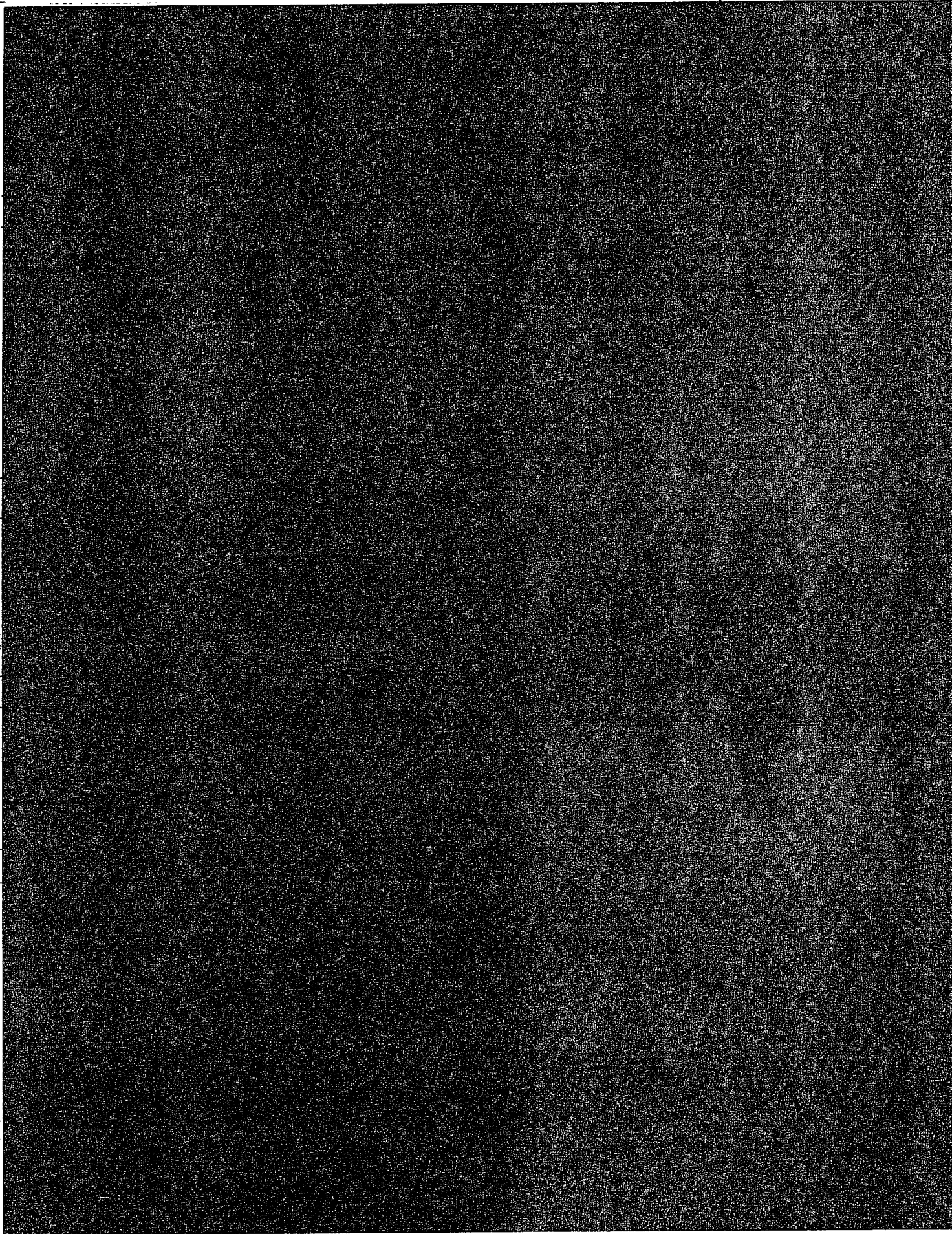
MEYERCORD
REVENUE

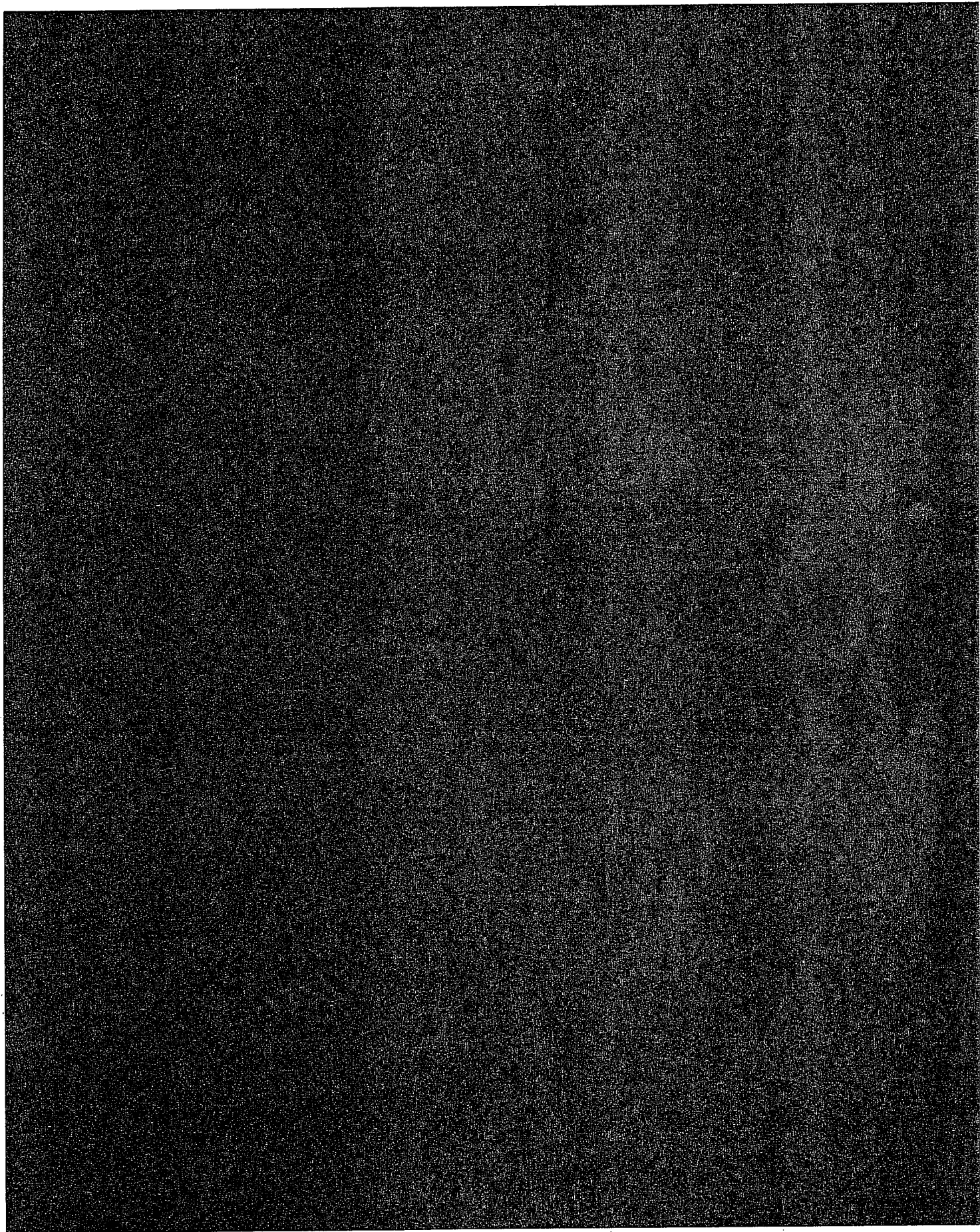
Samples

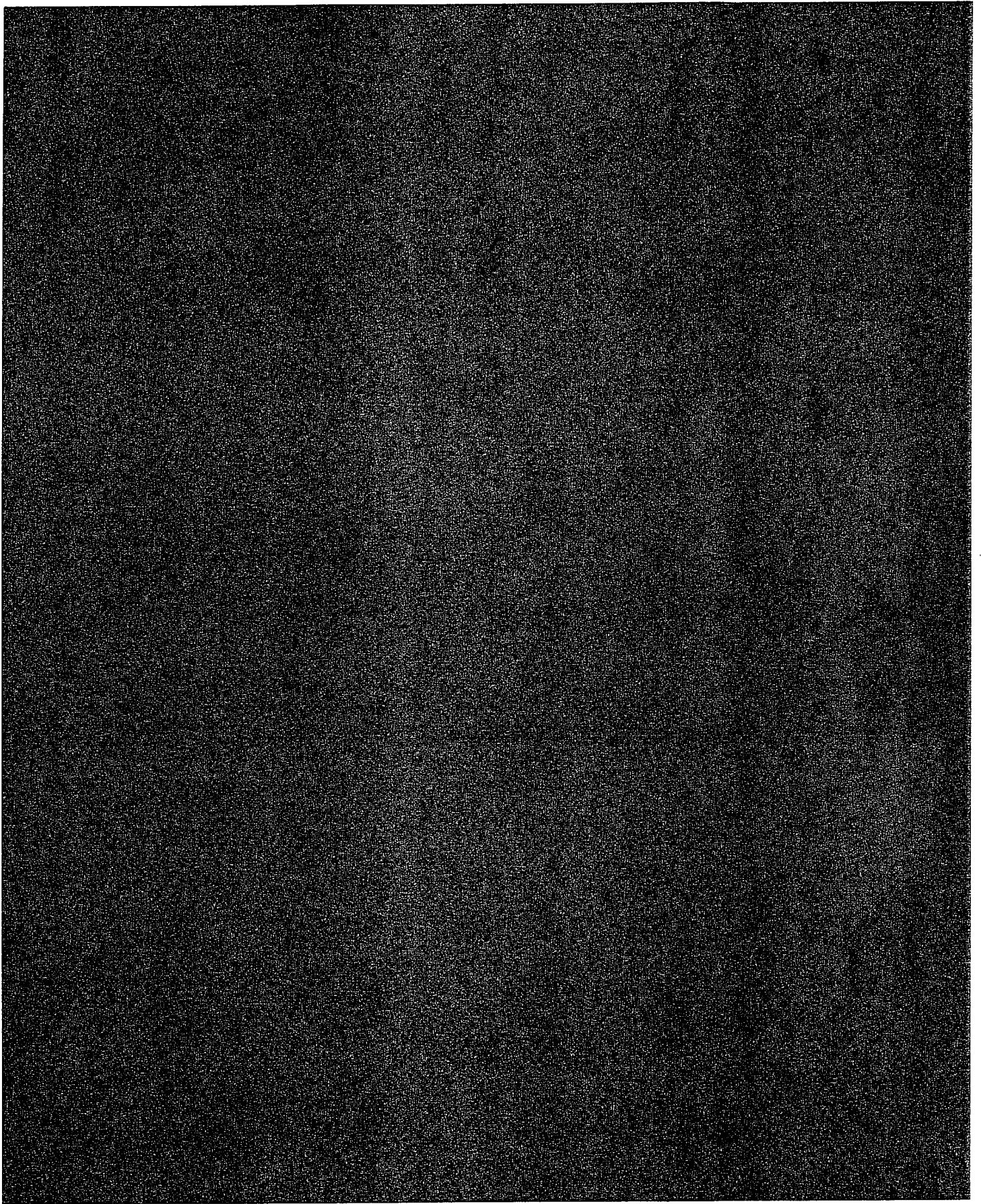


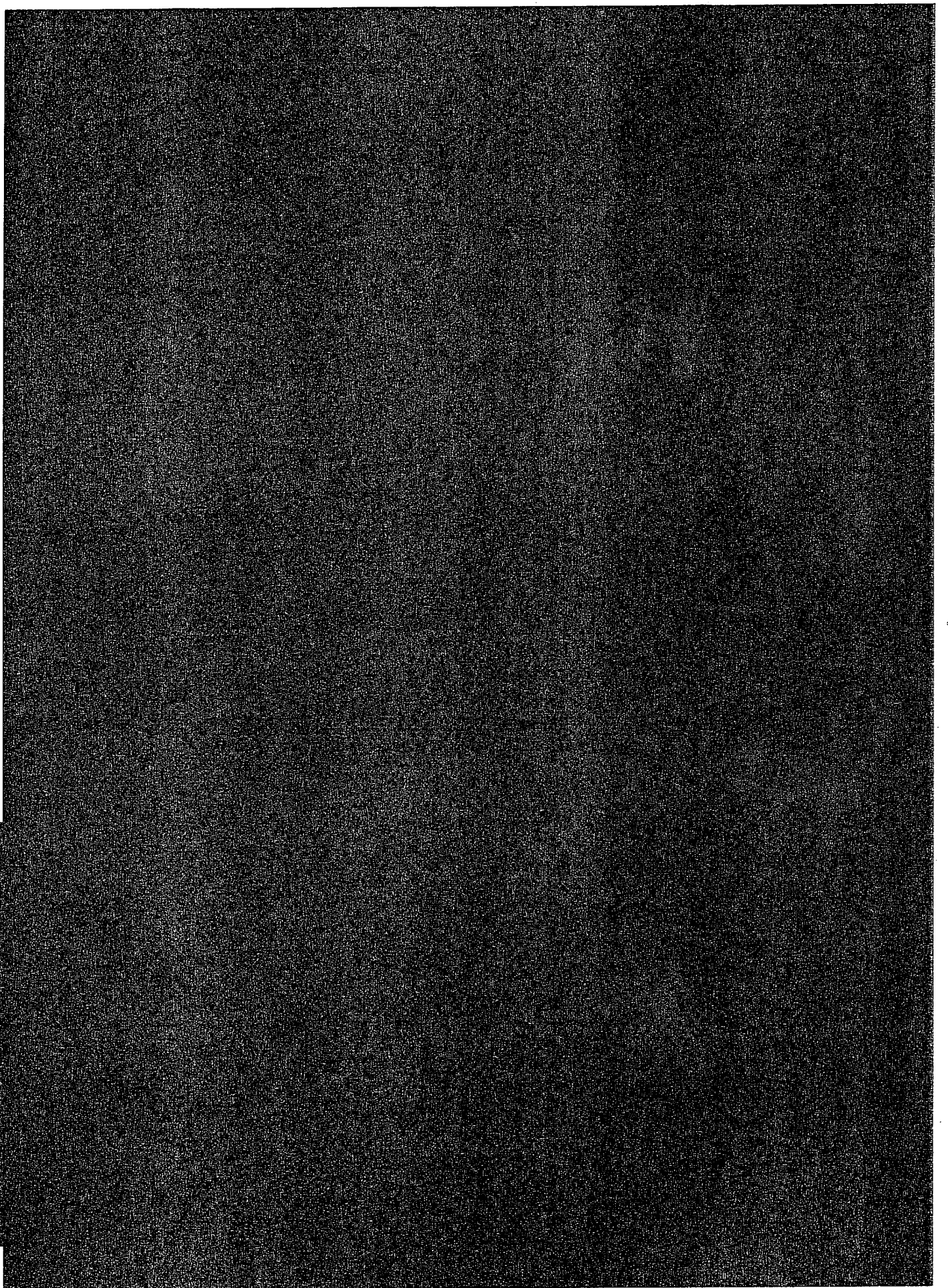
SAMPLE OF PAPER STOCK FOR HEAT APPLIED STAMPS

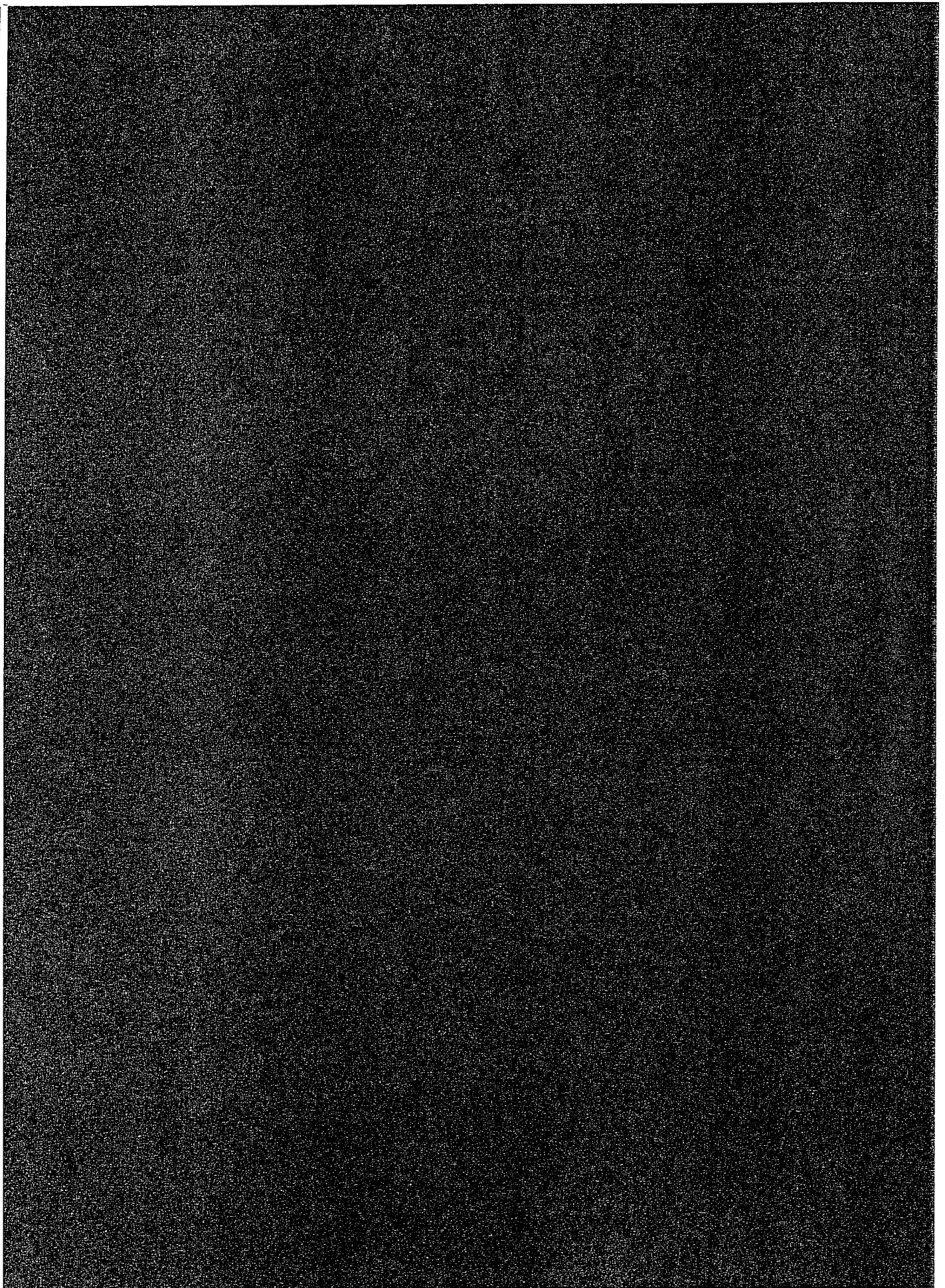


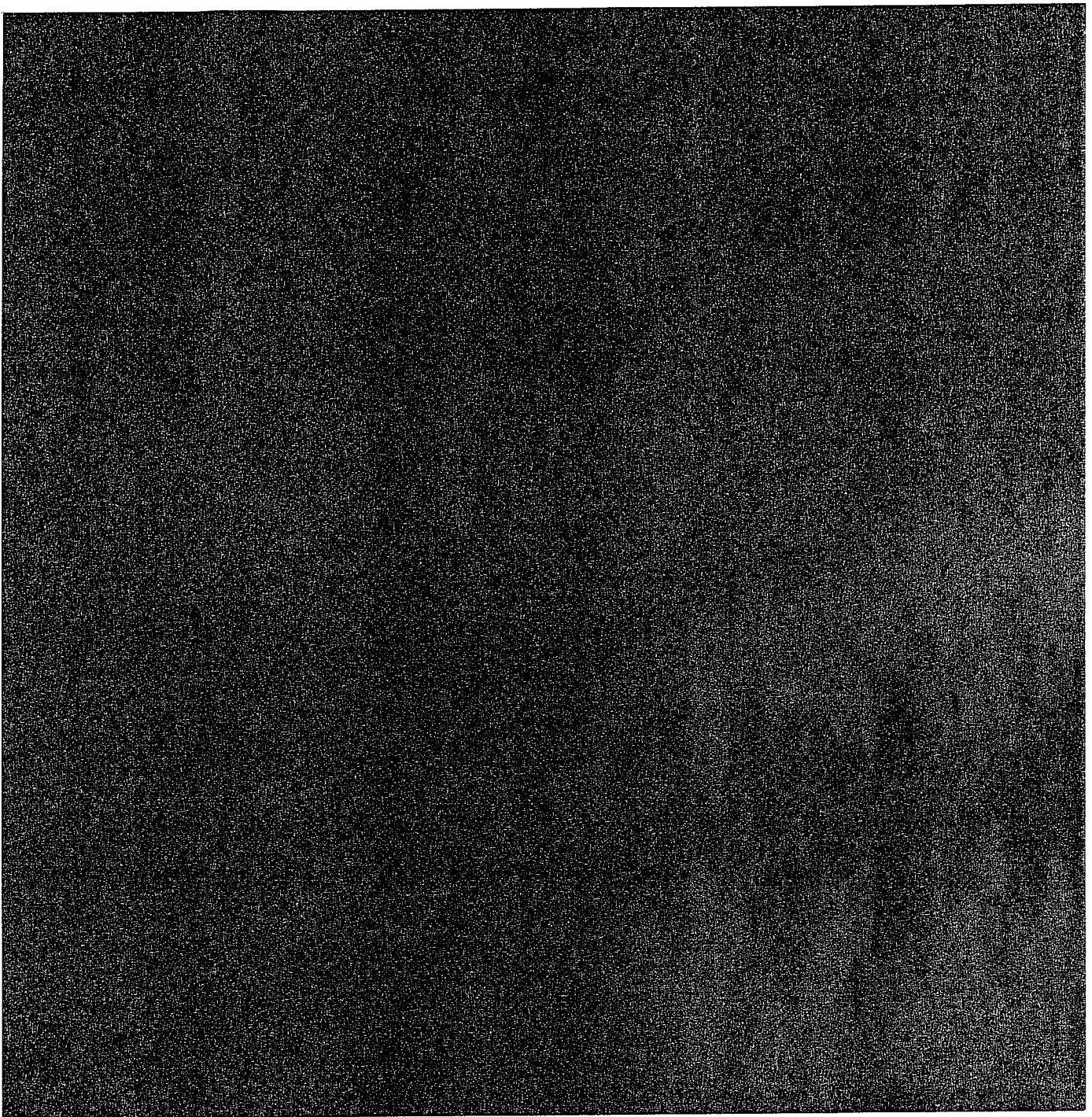


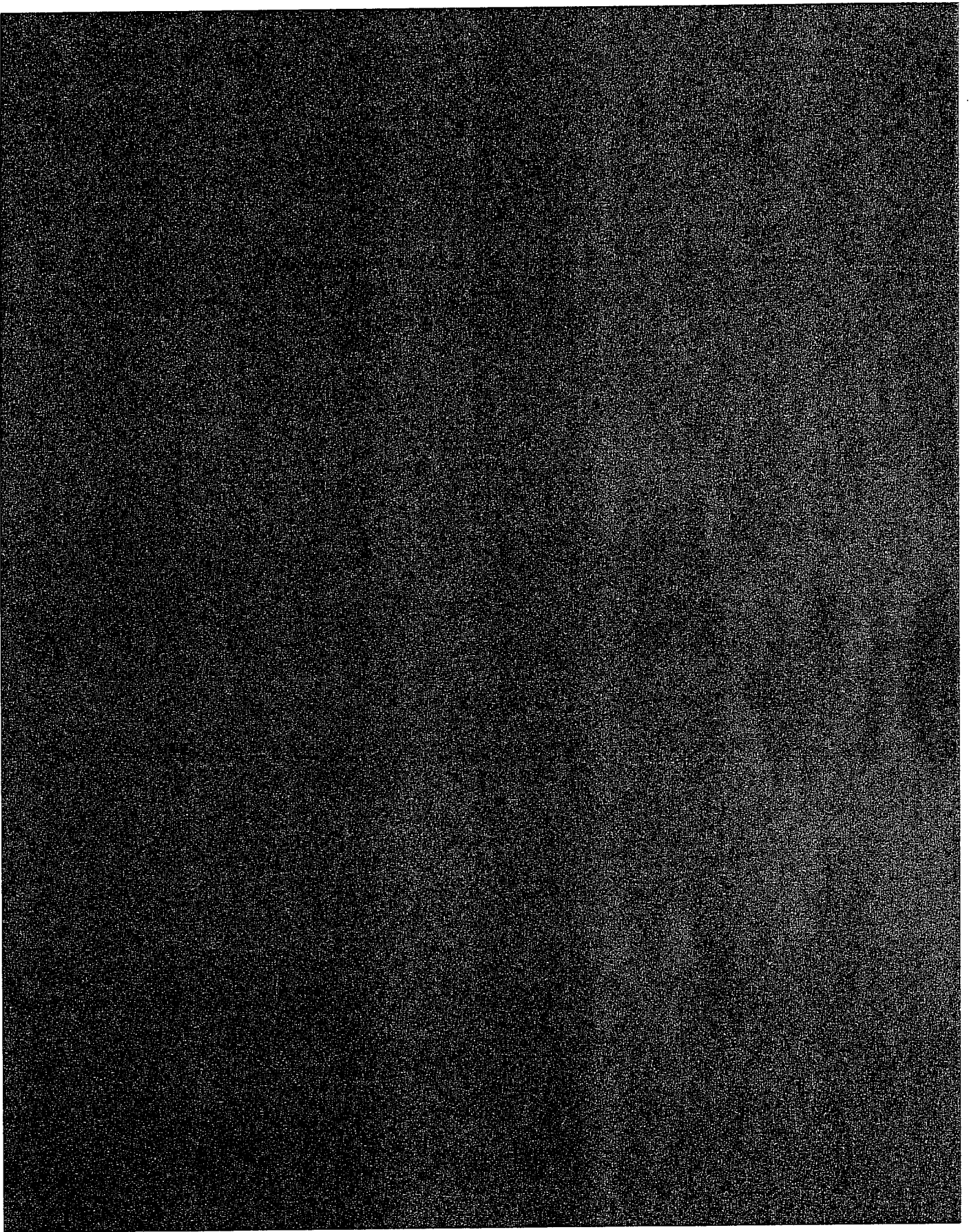


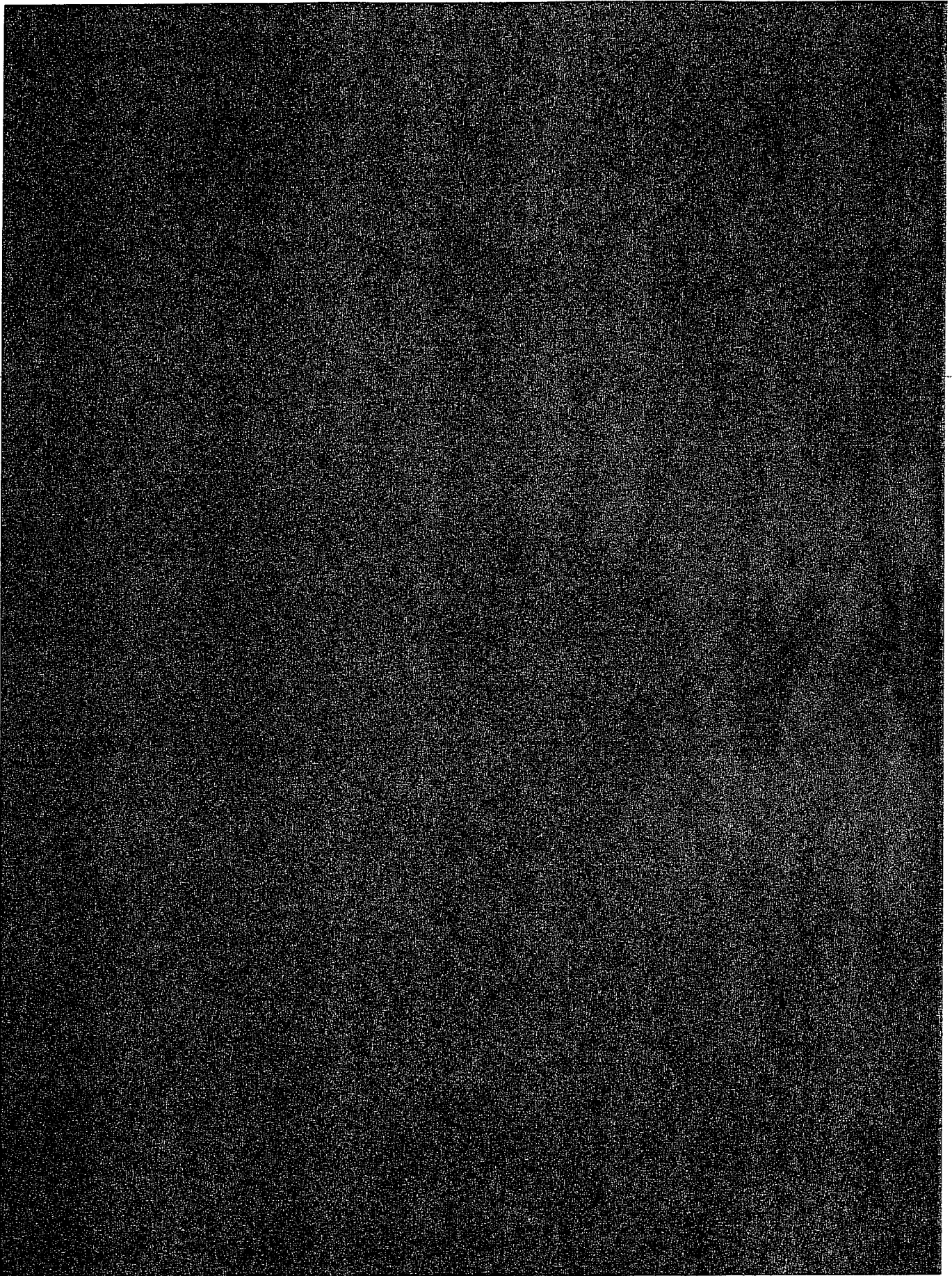


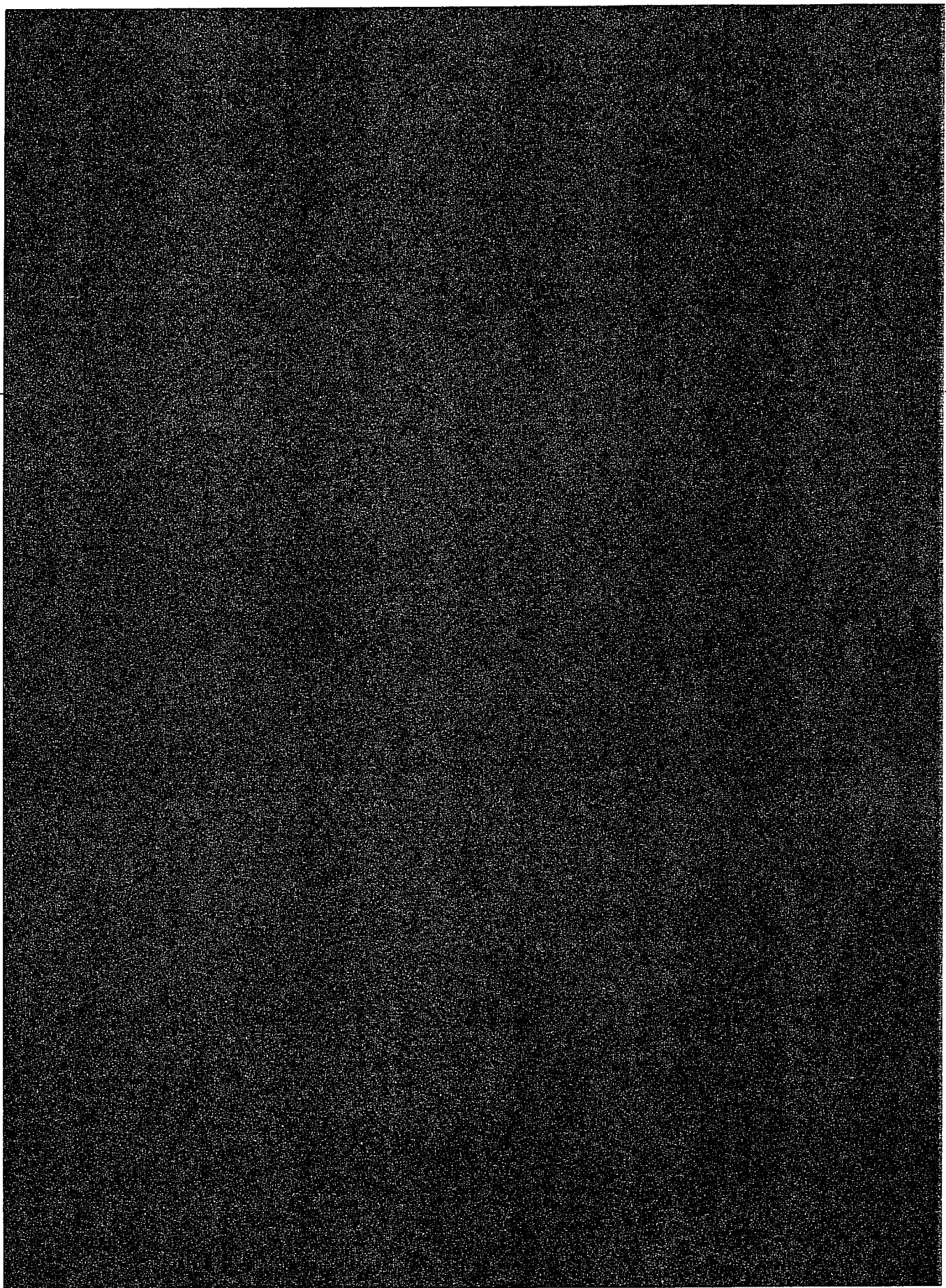


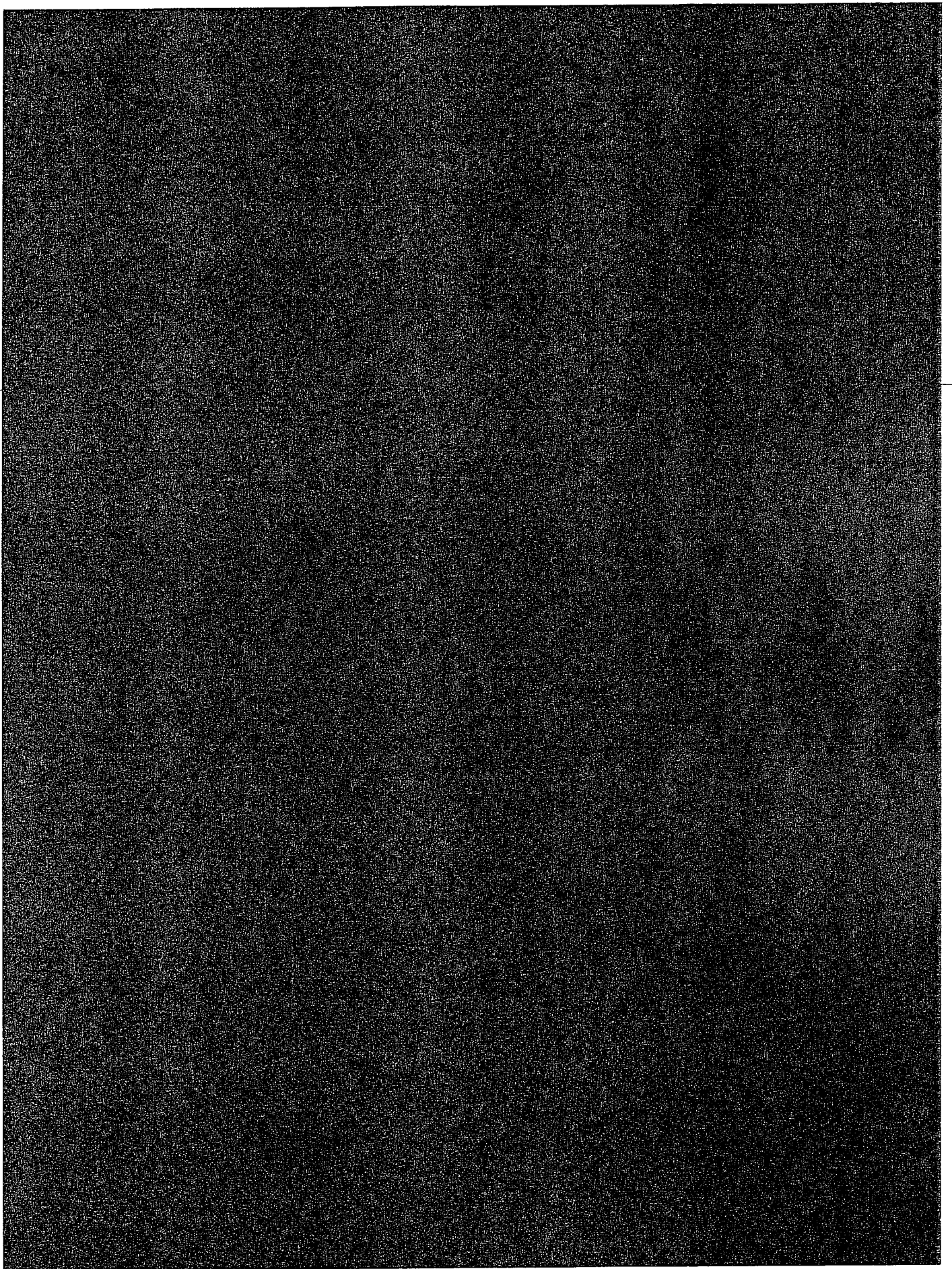


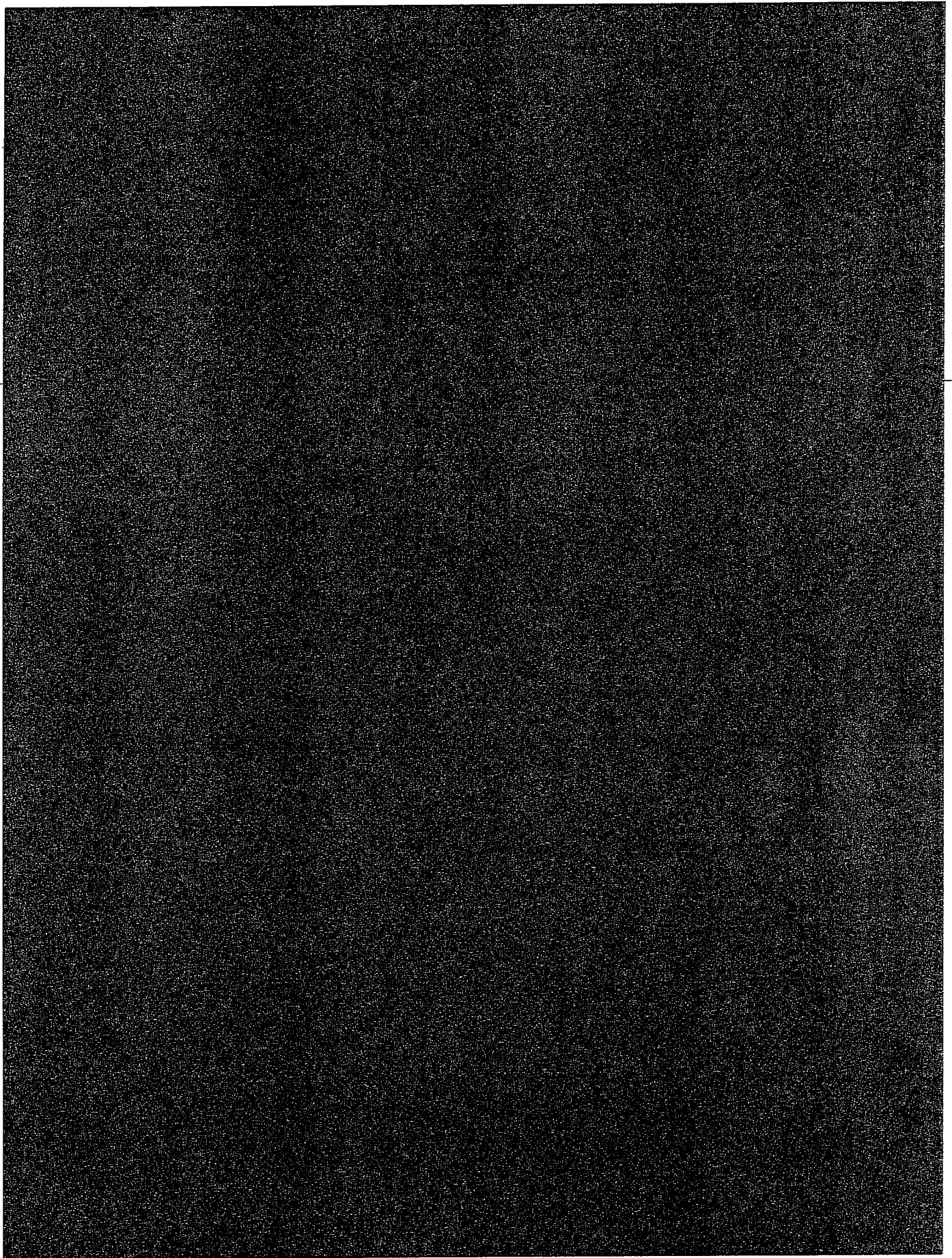


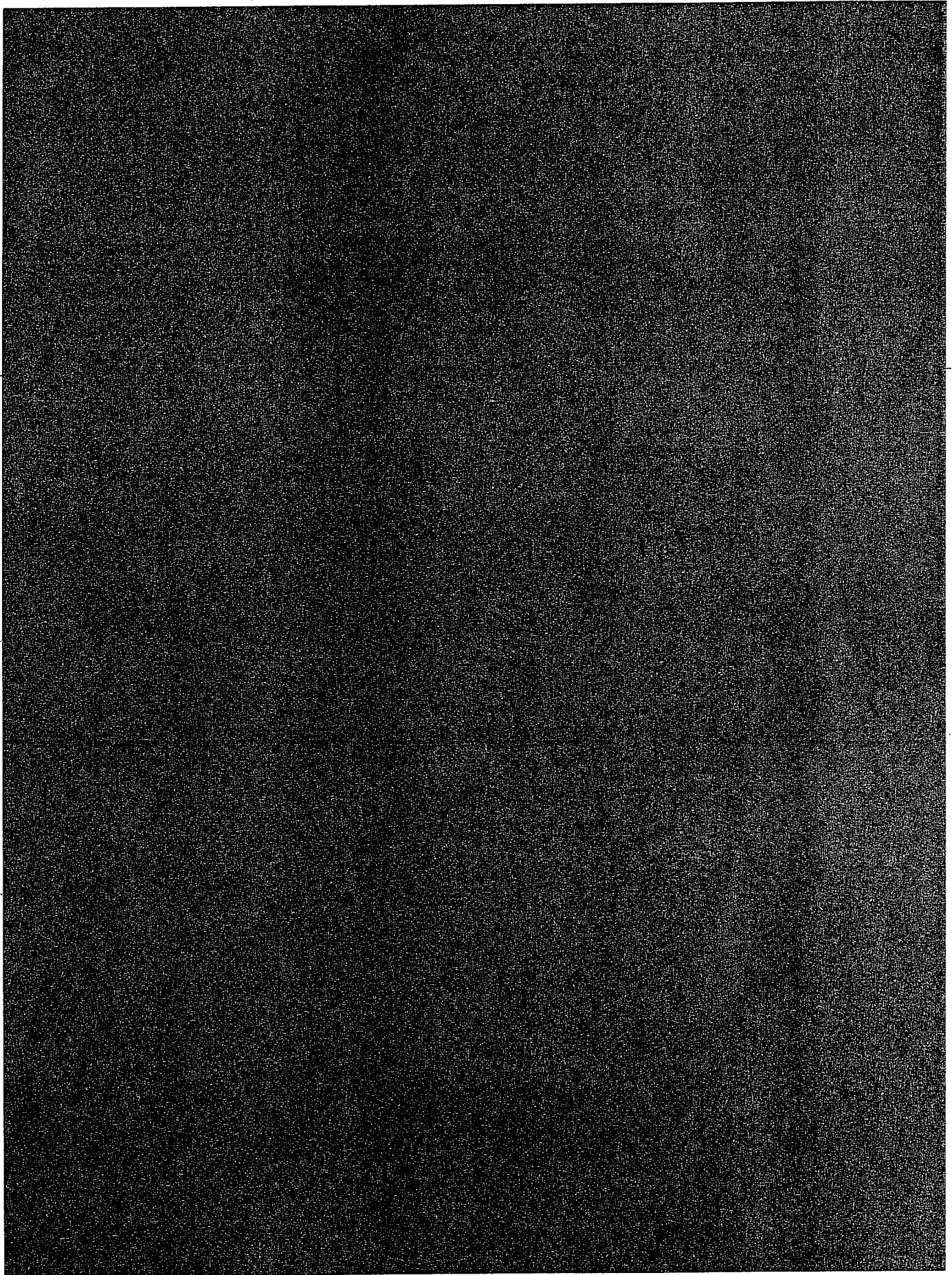


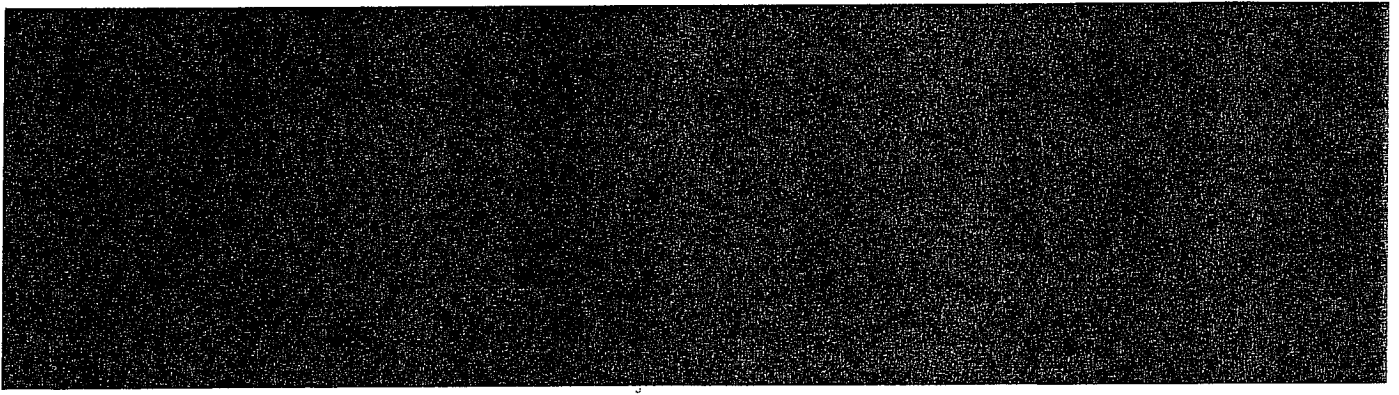




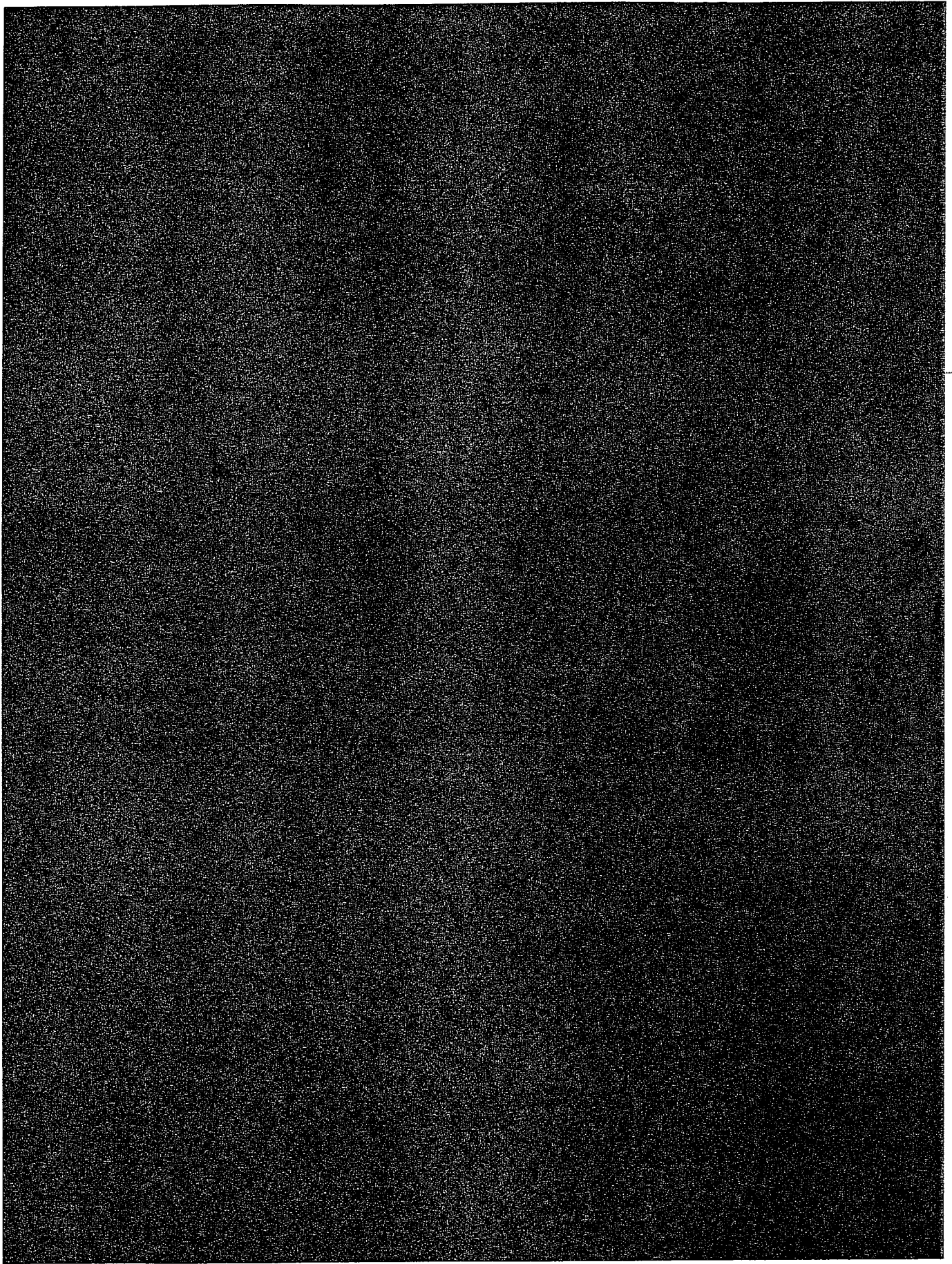


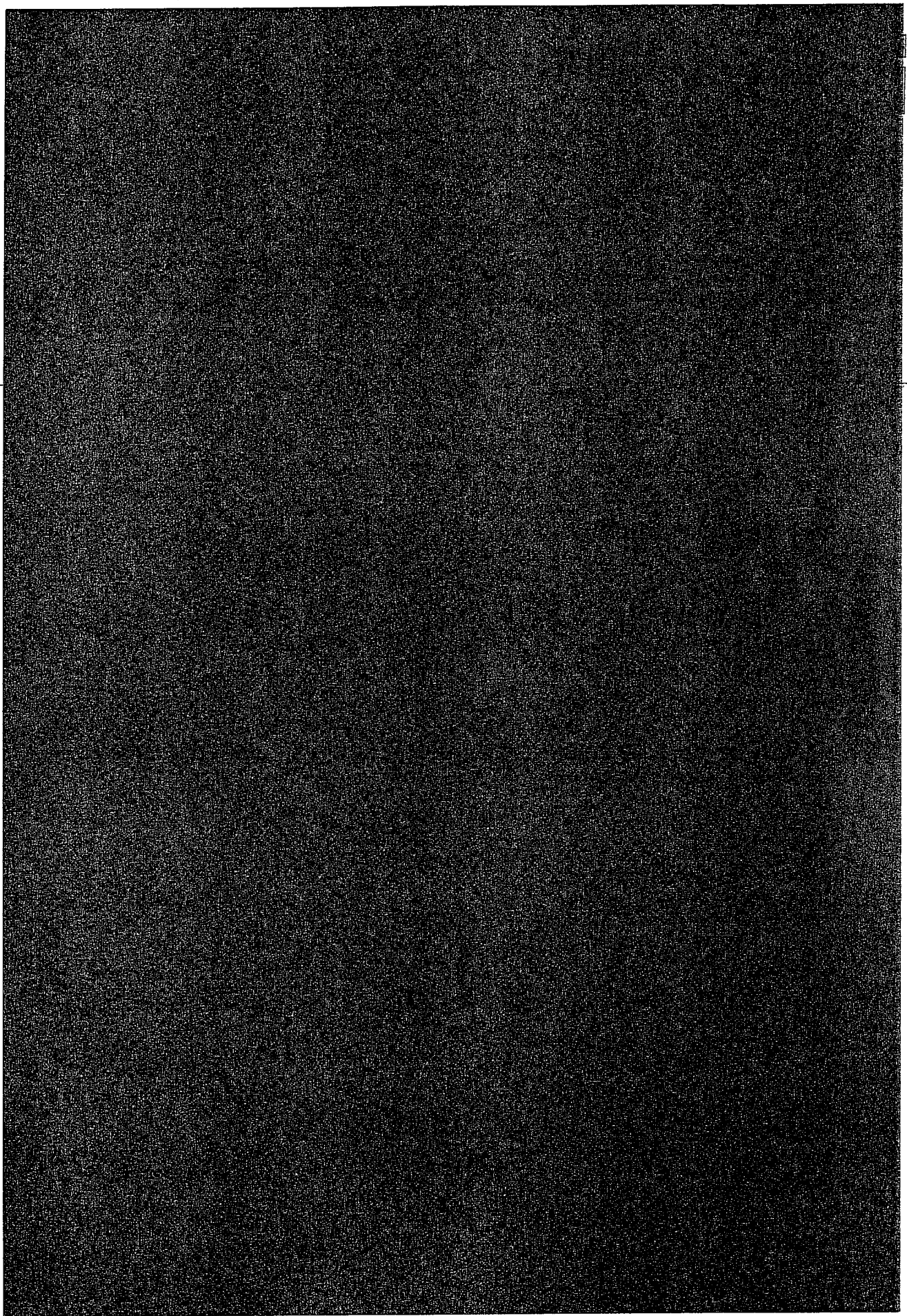


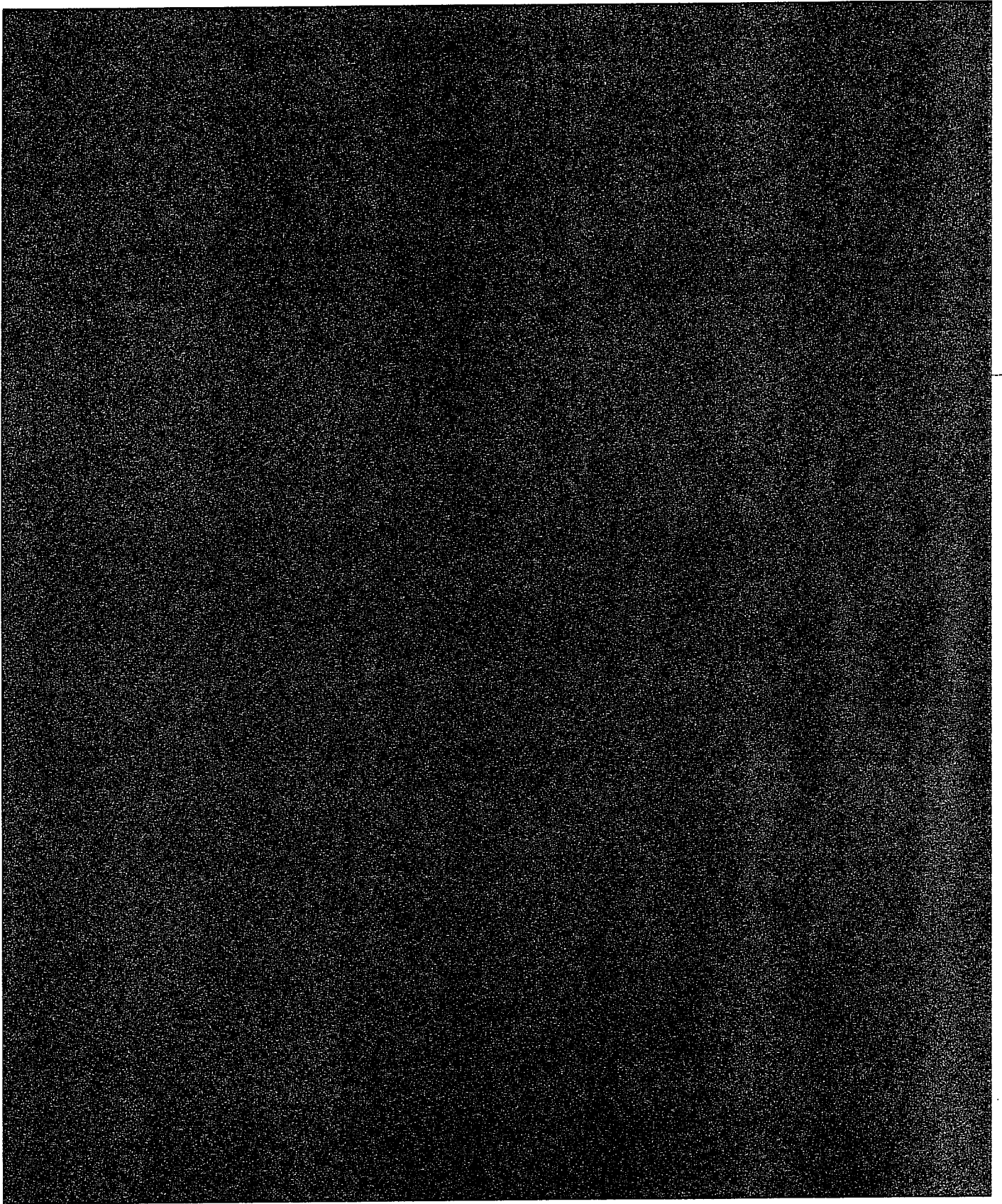


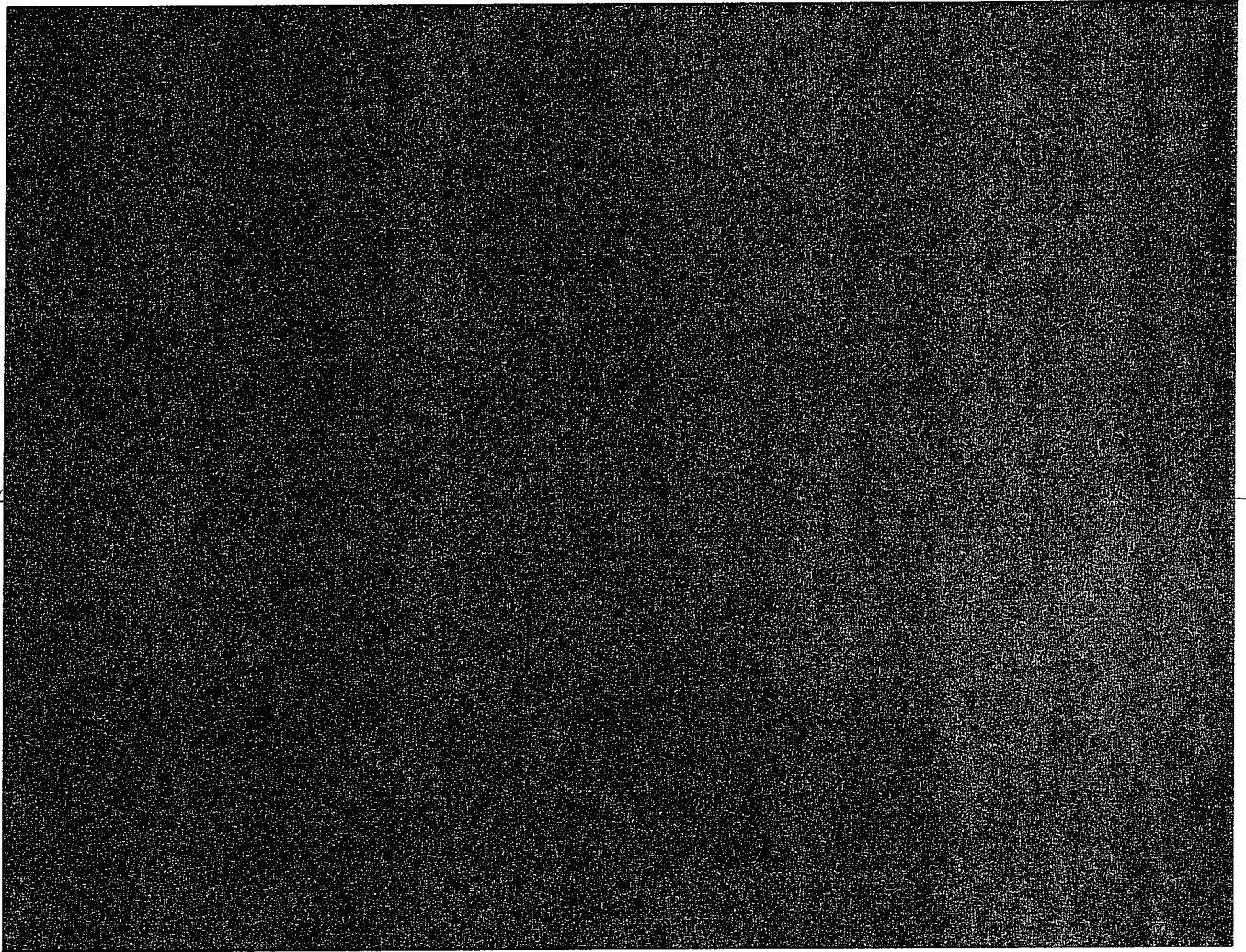


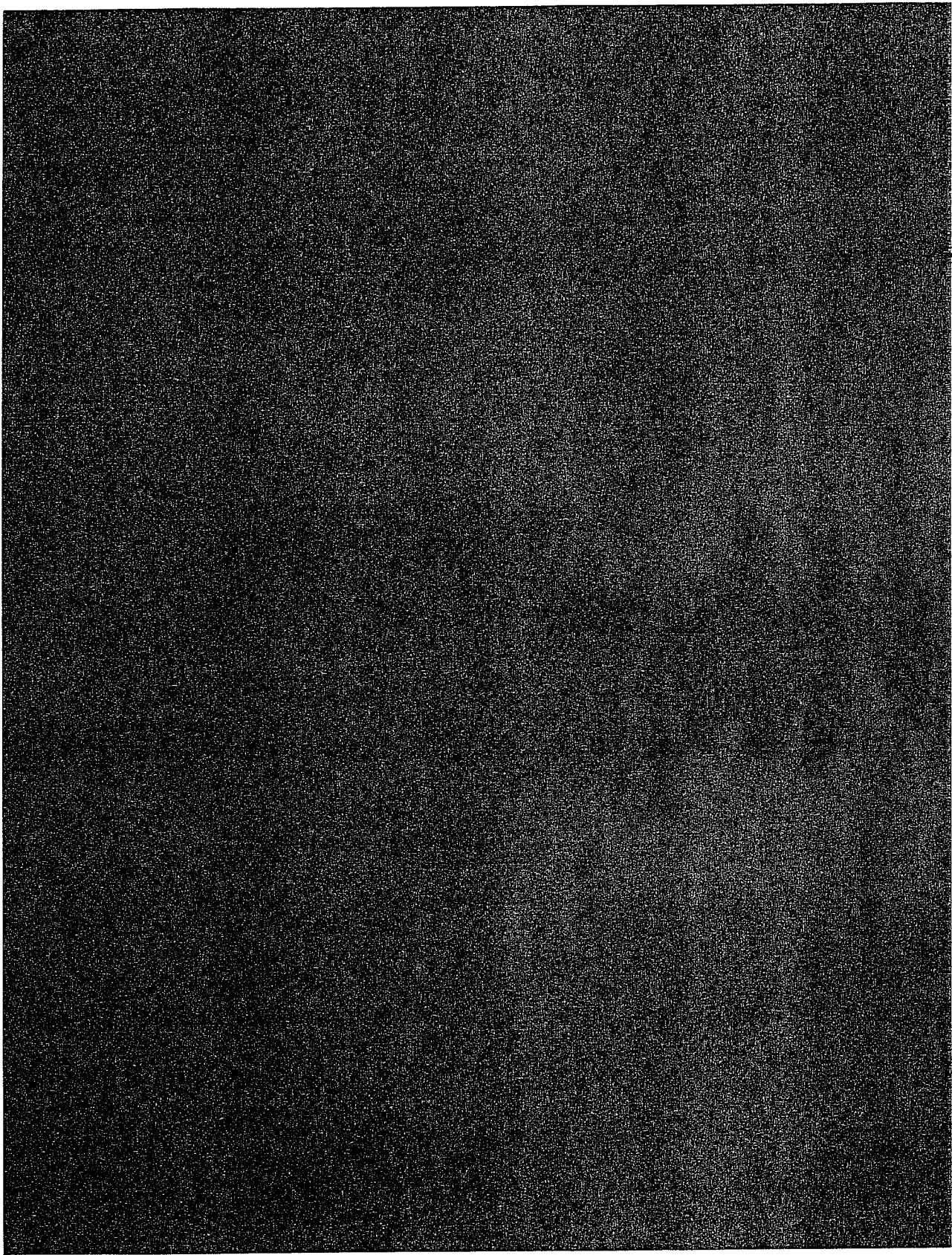




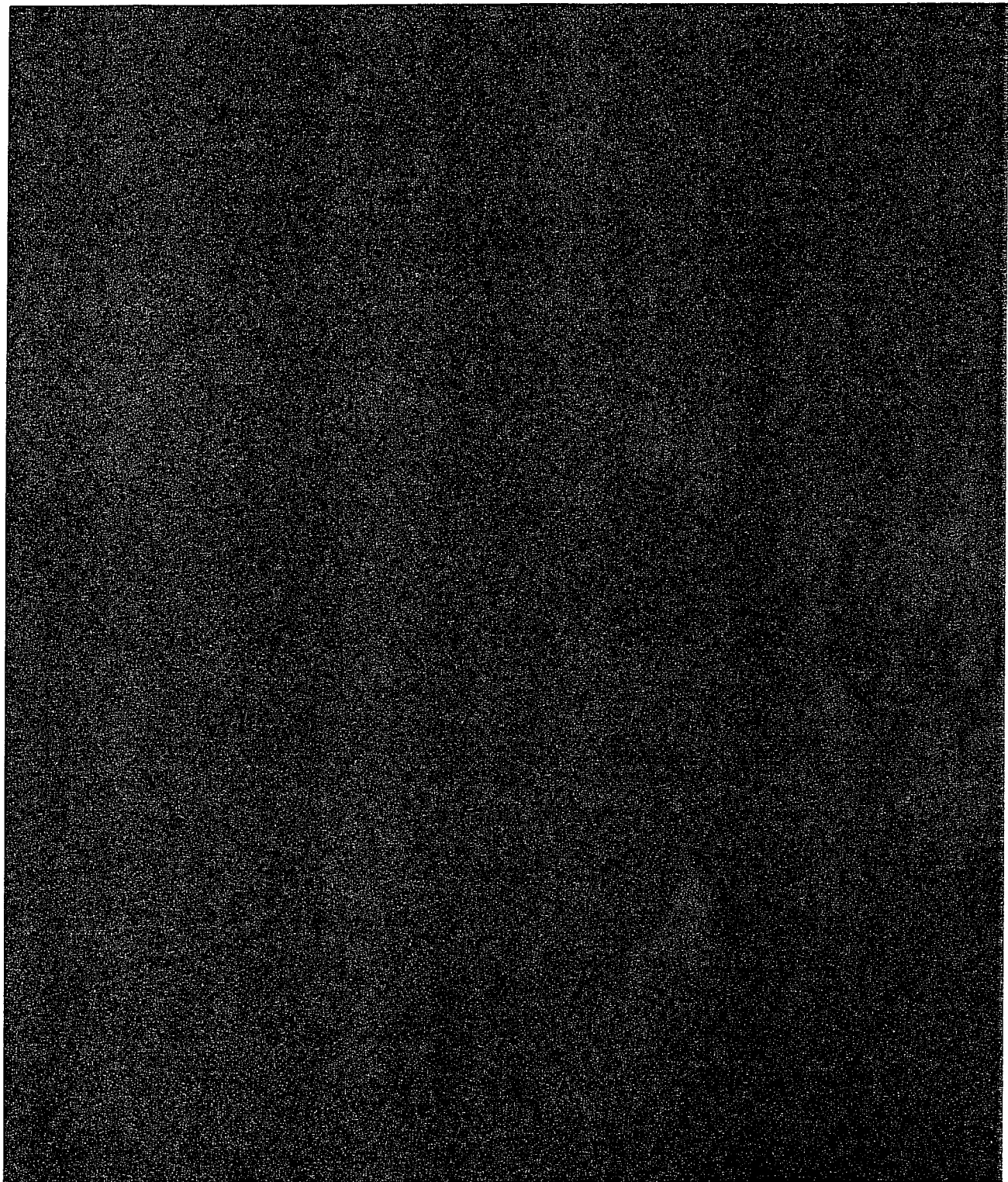




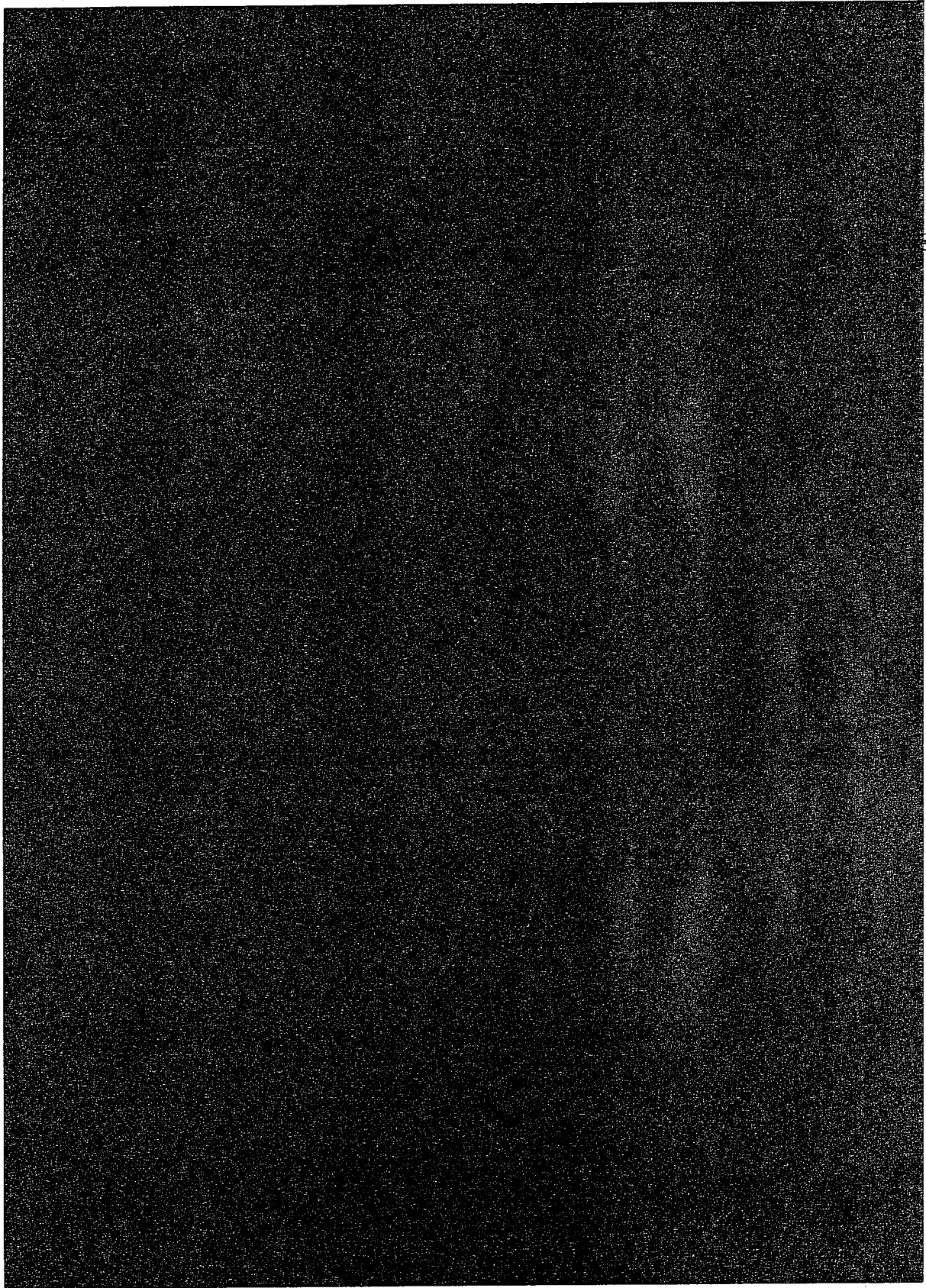


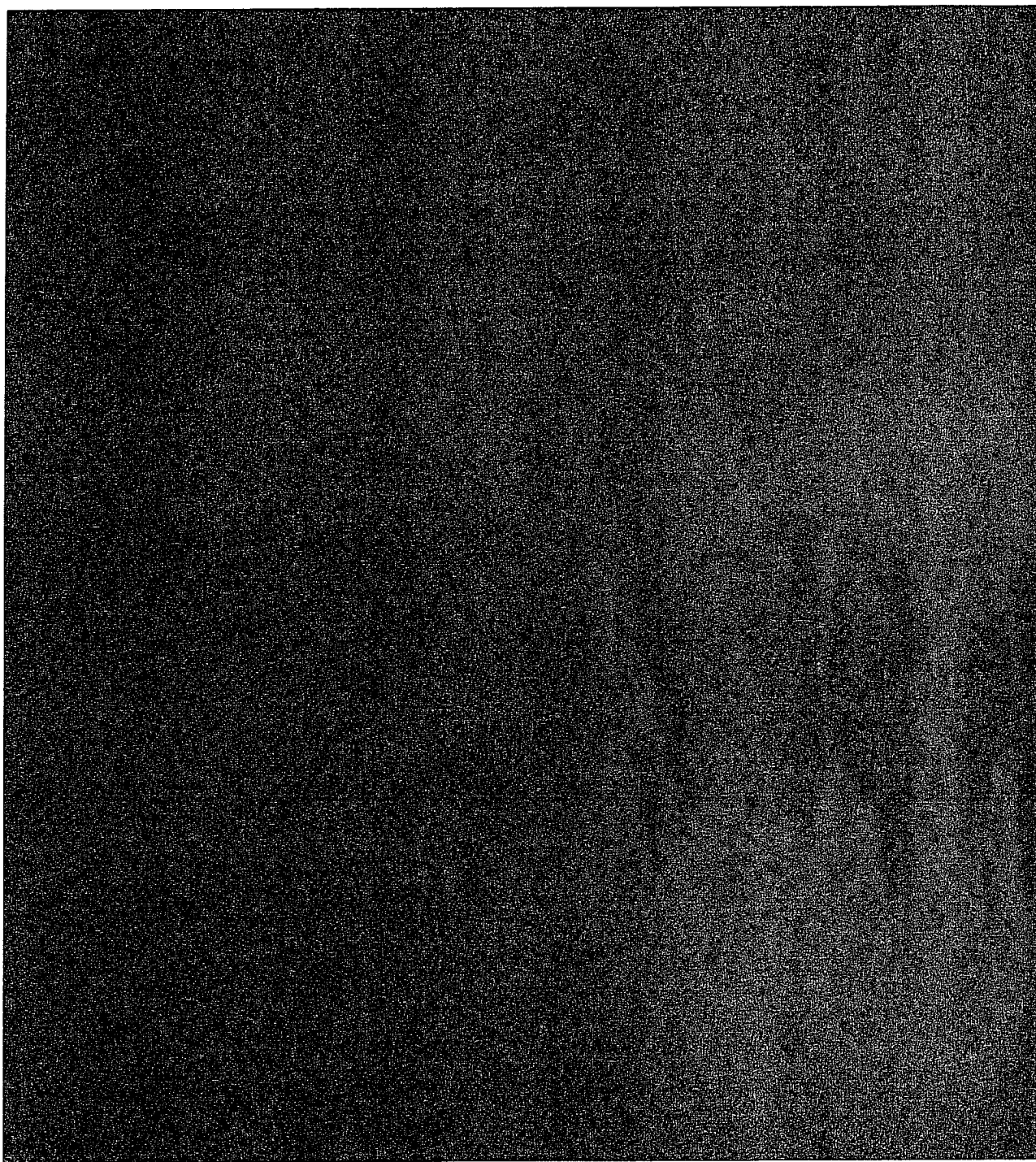


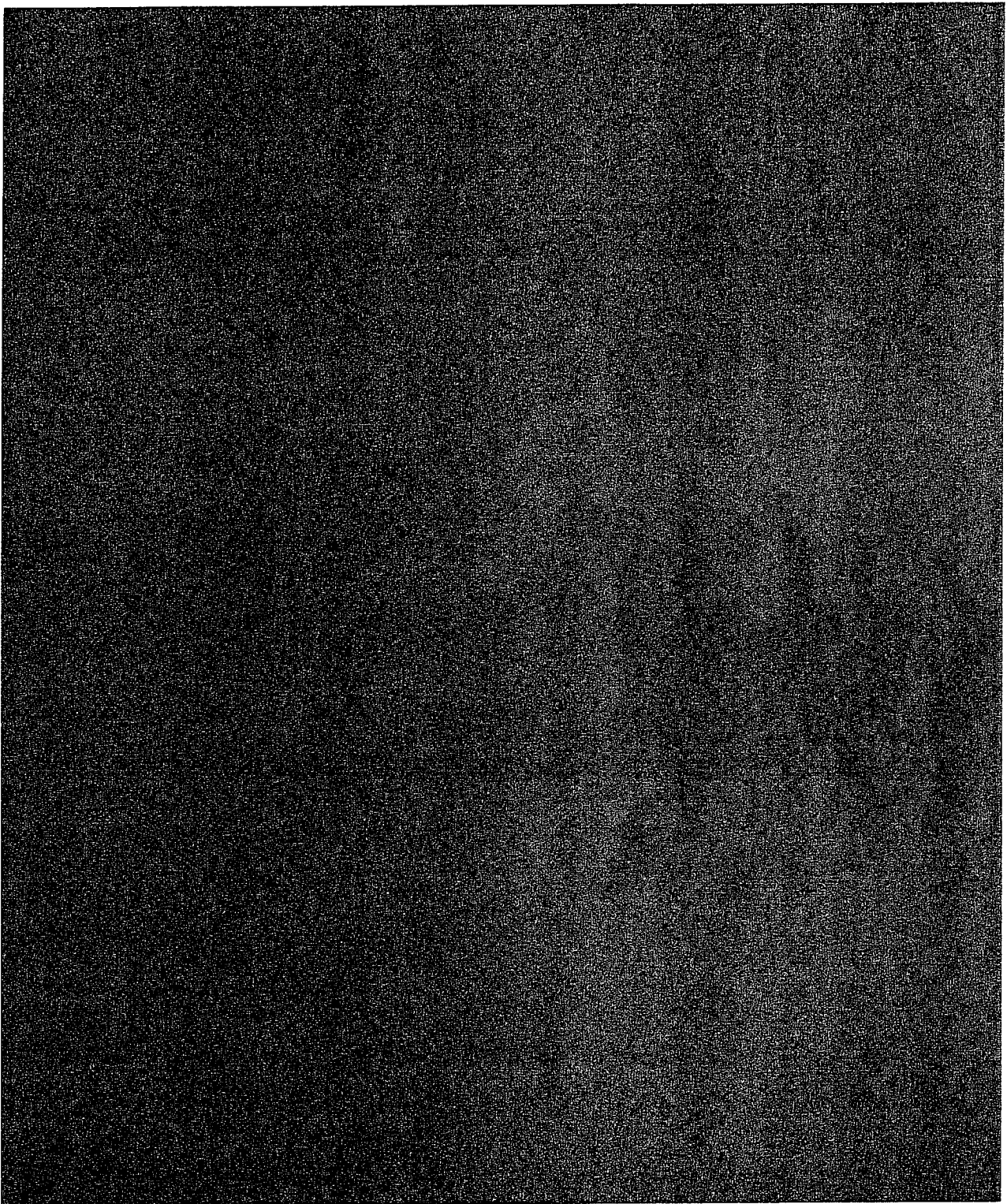










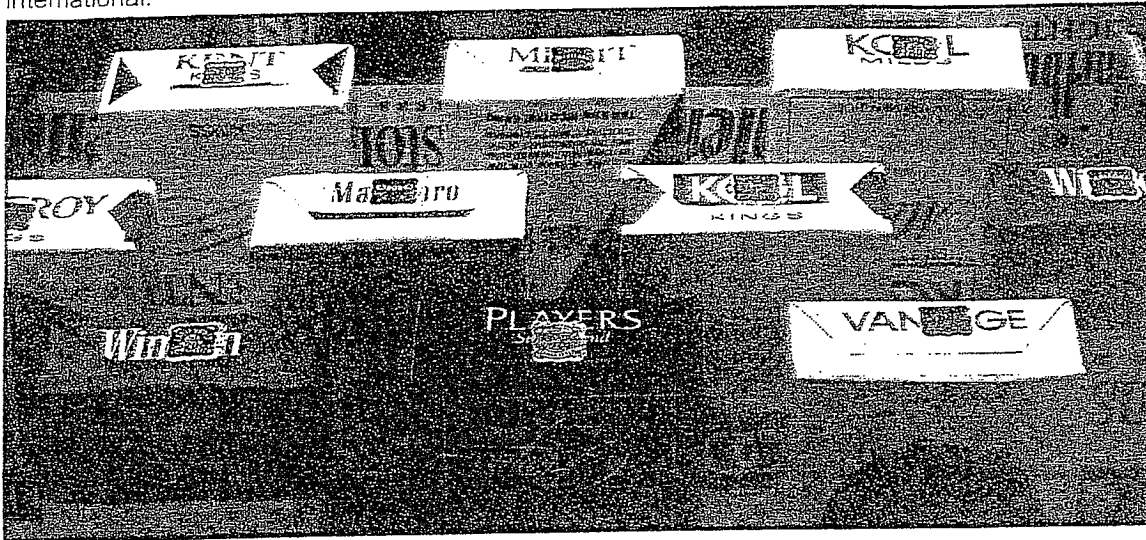




FUSON®

System of Choice for Tax Indicia and Product Authentication

In 1954, Meyercord Revenue introduced the FUSON™ security system. This unique system has proven so effective that today it continues to lead the way for counterfeit resistant tax indicia. FUSON™ is the system of choice of more than 150 state and local governments and is responsible for the annual tax collection of over 8.4 billion dollars. A proven and time-tested concept, FUSON™ will solve your most difficult tax collection, brand protection, and product security issues whether they be domestic or international.



The FUSON™ system is simple and very cost effective. High quality custom images are printed on a specially treated web. The printed web is then converted into rolls. High-speed application equipment is used to apply heat and pressure, transferring the multi-layered images to any number of product surfaces. The inks and special coating are formulated to perform with your specific and unique surface.

The FUSON™ system is adaptable and can be used in conjunction with our other security offerings. These include LazerTAGit™, ChemTAGit™, VI™ (variable image), DI™ (digital image), MI™ (micro image), SecureMark™, and our family of SafetyTint™ security inks. This gives you the option to provide multiple layers of security for the customization needed to meet your most demanding authentication and anti-counterfeiting requirements.

See what FUSON™ will do for you. Please call today to discuss your specific needs and receive our professional analysis and recommendations.

- Extremely cost effective and simple to implement.
- High-speed application equipment available.
- Cannot be removed intact.
- Extremely low profile. Less than .0005 inch thick.
- Can be designed for application to most material surfaces.
- No reasonable restriction regarding size, shape, or number of colors including 4-color process for your custom graphic design.

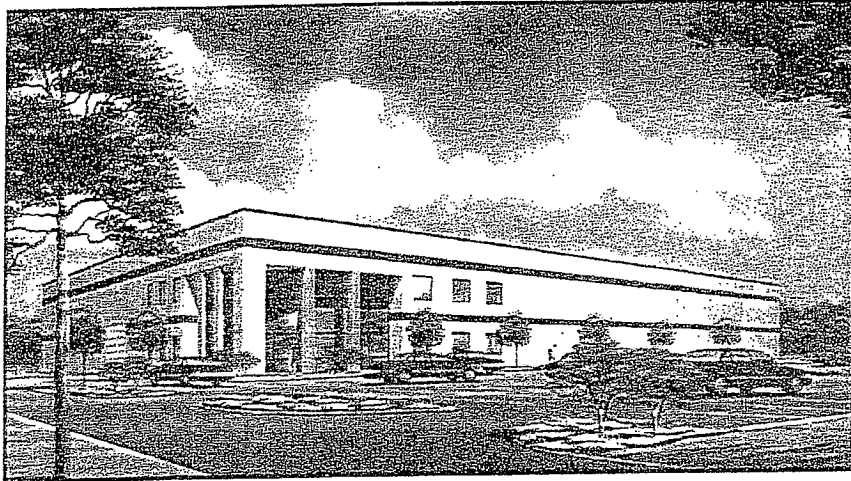


MEYERCORD REVENUE A Division of ITW, Inc., 475 Village Drive, Carol Stream, IL 60188
Tel: 800-223-6923 • Fax: 630-682-6269 • email: printsales@meyercord.com

MEYERCORD is a registered trademark of ITW, Inc. All rights reserved.

MEYERCORD REVENUE Celebrating Over 100 years of Excellence

Meyercord Revenue has been a leader in providing printing solutions for unique graphic requirements since 1896. Over 100 years later, Meyercord continues to excel at providing innovative answers to your toughest authentication problems insuring product integrity and company revenues worldwide. Our secure facility is centrally located in metropolitan Chicago where we continue our original mission: Provide superior products and services that will meet and exceed our customers' highest expectations. Meyercord's impressive list of anti-counterfeiting features and strategies can provide solutions to all of your product authentication and tracking needs. Our



competencies include specialized web printing producing high quality graphics, image transfers, and applying unique coating chemistries. Meyercord's unsurpassed printing capabilities include the use of proprietary security taggants and the resources to develop high-speed application equipment necessary to quickly apply these products accurately and economically.

Meyercord's layered overt and covert security features are field proven. They continue to evolve and advance as we manufacture over 20 billion security indicia images a year. Our Fuson® system is specified by over 150 state and municipal governments and is responsible for maximizing the annual collection of tax revenues worth over \$8.4 billion dollars. Meyercord's products and systems allow for simple field-testing that provides immediate validation and verification. These ingenious strategies remain extremely secure, cost effective, and prohibit duplication due to the high degree of sophistication and cutting edge technology.

In 1997 Meyercord Revenue joined the ITW family of companies. This strategic move has allowed us to share the strengths, resources, and technologies of our sister companies that are under the ITW umbrella. Meyercord's total capabilities have indeed grown and we expect to stay ahead of our competition with hard work and the many advantages these alliances will continue to deliver.

In 2002 Meyercord Revenue moved into a completely new secure production facility. Our modern facility has given us additional space and the ability to plan for future expansions. We designed this plant to include advanced environmental controls, new "state of the art" printing and coating equipment. High tech access control systems insure that our building and products remain completely secure. All of this means that Meyercord Revenue has the experience and know how to solve your toughest authentication issues without deviating from our goal of providing our clients the best value possible.



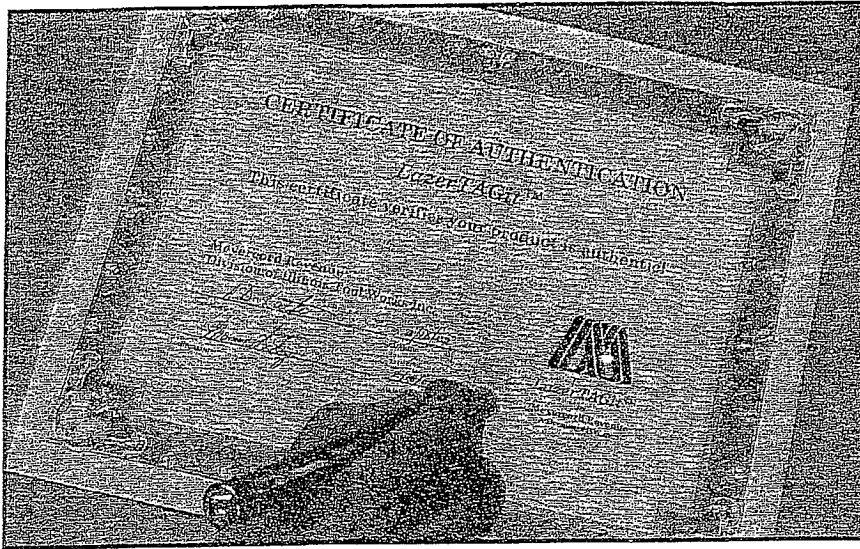
MEYERCORD REVENUE A Division of ITW, Inc., 475 Village Drive, Carol Stream, IL 60188
Tel: 800-223-6923 • Fax: 630-682-6269 • email: printsales@meyercord.com

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*LazerTAGit*TM

Instant Brand AUTHENTICATION and PROTECTION!

LazerTAGit is Meyercord Revenue's latest covert security feature. *LazerTAGit* is field proven, ingeniously simple, and very cost effective. *LazerTAGit* will give you the ability to immediately authenticate your product or document. Test results are instant and uncontestable. This exciting new offering is a unique blend of chemistries that will give your product immediate validation and verification using a simple and inexpensive hand held device. *LazerTAGit*'s powerful capabilities remain extremely secure, covert, prohibitively difficult to duplicate, impossible to transfer, and cannot be copied or digitally reproduced.



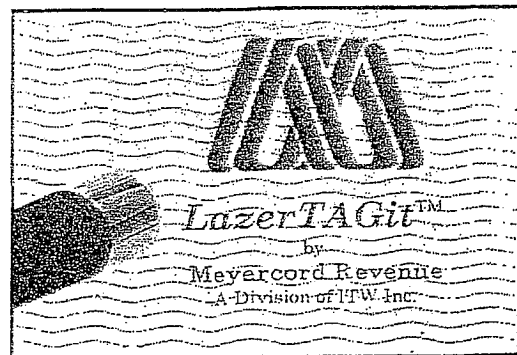
An invisible beam of light from an authentication device detects the *LazerTAGit* chemistries. This special laser pen projects a high frequency light beam that is controlled by a sophisticated microchip. This microchip-generated beam has been engineered to react only when *LazerTAGit* is present. This laser pen causes an intense visible reflection with the otherwise undetectable *LazerTAGit*, immediately indicating that the product is authentic. *LazerTAGit* can also be verified through opaque packaging. Using a similar handheld device, *LazerTAGit*'s presence can be confirmed by an audible sound and/or LED light. Various color illuminations are available and each can be printed or applied to a multitude of substrates ranging from papers to holographic and other synthetic films and materials. *LazerTAGit* is also compatible with other inks and coatings.

The laser pen and audible sensor are very convenient to use. They are compact, lightweight, and inexpensive. In fact, they can easily be carried in a breast pocket like a standard fountain pen.

Call today! Meyercord Revenue looks forward to discussing your particular needs and engineering a solution that fits your requirements and budget.

INSURE:

- BRAND PROTECTION
- PRODUCT INTEGRITY
- DOCUMENT SECURITY
- INTENDED DISTRIBUTION CHANNELS
- MAXIMUM REVENUE COLLECTIONS



MEYERCORD REVENUE A Division of ITW, Inc.. 475 Village Drive, Carol Stream, IL 60188

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Exhibit B



Samples



AMENDMENT 1 to CONTRACT C400644
Between THE NEW YORK STATE
DEPARTMENT OF TAXATION AND FINANCE
and THE CITY OF NEW YORK
DEPARTMENT OF FINANCE, and
MEYERCORD REVENUE INC, AN ITW COMPANY For
A CIGARETTE TAX STAMP SYSTEM

THIS AGREEMENT entered into this 1st day of October, 2009 by and among the New York State Department of Taxation and Finance, located at Building No. 9, W.A. Harriman State Office Building Campus, Albany, New York 12227 (hereinafter referred to as the "State"), and the Department of Finance of the City of New York (hereinafter referred to as the "City"), and Meyercord Revenue Inc. an ITW Company, 475 Village Drive, Carol Stream, Illinois 60188-2088 (hereinafter referred to as "Meyercord" or "Contractor").

WITNESSETH:

WHEREAS, the parties entered into contract C400644 commencing January 7, 2009; and

WHEREAS, Section 6 (INSURANCE AGAINST LOSS) of said contract requires that Meyercord procure and maintain sufficient insurance (at the face value of the stamps) to cover any lost, stolen or misplaced stamps in the Contractor's or agent's custody; and

WHEREAS, Section 6 further allows for an increase in the cost of the stamps only in the event of an increase in the cost of insurance and when the increase is due to an increase in the tax; and

WHEREAS, the tax rate has increased and the face value of the stamps increased; and

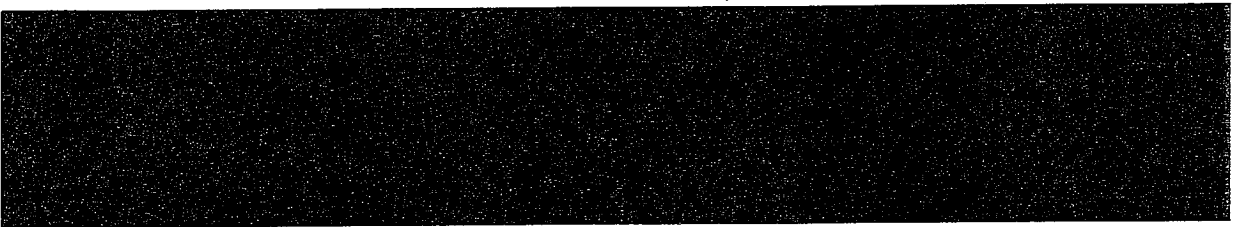
WHEREAS, Meyercord has requested an increase in price pursuant to said Section 6 and complied with the provisions thereof.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth the parties hereto agree as follows:

1. The first sentence of Section 5 (PAYMENT FOR SERVICES) is hereby deleted and replaced with the following:



2. The second paragraph of Section 6 (INSURANCE AGAINST LOSS) is hereby deleted in its entirety and replaced with the following:



3. The first sentence of Section 4 (TERM OF CONTRACT) is hereby deleted and replaced with the following:

The term of this Amendment shall commence October 1, 2009 and terminate January 6, 2012.

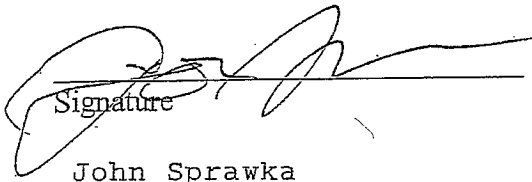
This Amendment shall not be deemed executed, valid or binding unless and until approved by the Attorney General and Comptroller of the State of New York.

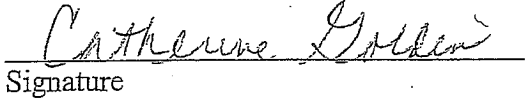
Except as expressly set forth in this Amendment, all terms and conditions of Contract C400644 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

MEYERCORD REVENUE, INC.
AN ITW COMPANY

NEW YORK STATE DEPARTMENT OF
TAXATION AND FINANCE


Signature


Signature

John Sprawka
Print Name

Catherine Golden
Print Name

Business Unit Manager
Title

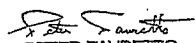
Assistant Director, Procurement
Title

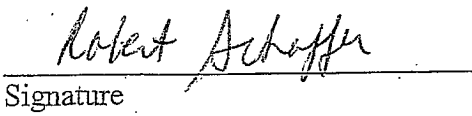
10/19/09
Date

11/9/09
Date

NEW YORK CITY DEPARTMENT
OF FINANCE

APPROVED AS TO FORM
NYS ATTORNEY GENERAL

NOV 13 2009

PETER FAVRETTO
ASSOCIATE ATTORNEY



Signature

NYS ATTORNEY GENERAL

Robert Schaffer
Print Name

Agency Chief Contracting Officer
Title

APPROVED
DEPT. OF AUDIT & CONTROL

DEC 03 2009

FOR THE STATE COMPTROLLER

10/26/09
Date

NYS COMPTROLLER

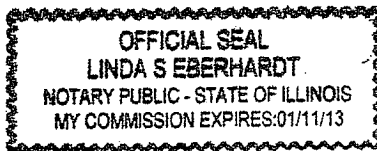
FOR MEYERCORD

CORPORATION

STATE OF
COUNTY OF

On this 19 day of October, 2009, before me personally came John Sprawka, to me known, who being duly sworn, did depose and say that s/he resides in Illinois; that s/he is the Business Unit Manager of the Meyercord Revenue Inc., the corporation described in and which executed the foregoing instrument; that s/he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that s/he signed his/her name thereto by like order.

Linda S. Eberhardt
NOTARY PUBLIC



FOR THE CITY OF NEW YORK

CORPORATION

STATE OF
COUNTY OF

On this 26th day of October, 2009, before me personally came Robert Schaffer, to me known, who being duly sworn, did depose and say that s/he resides in New York; that s/he is the Agency Chief Contracting Officer of the City of New York Department of Finance, the corporation described in and which executed the foregoing instrument; that s/he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that s/he signed his/her name thereto by like order.

John Ravalli
NOTARY PUBLIC

JOHN RAVALLI
Notary Public, State of New York
No. 24-5007330
Qualified in Kings County
Commission Expires January 25, 2011

AMENDMENT 2 to CONTRACT C400644
Between THE NEW YORK STATE
DEPARTMENT OF TAXATION AND FINANCE
and THE CITY OF NEW YORK
DEPARTMENT OF FINANCE, *and*
MEYERCORD REVENUE INC, AN ITW COMPANY *For*
A CIGARETTE TAX STAMP SYSTEM

THIS AGREEMENT entered into this 1st day of October, 2010 by and among the New York State Department of Taxation and Finance, located at Building No. 9, W.A. Harriman State Office Building Campus, Albany, New York 12227 (hereinafter referred to as the "State"), and the Department of Finance of the City of New York (hereinafter referred to as the "City"), and Meyercord Revenue Inc., an ITW Company, 475 Village Drive, Carol Stream, Illinois 60188-2088 (hereinafter referred to as "Meyercord" or "Contractor").

WITNESSETH:

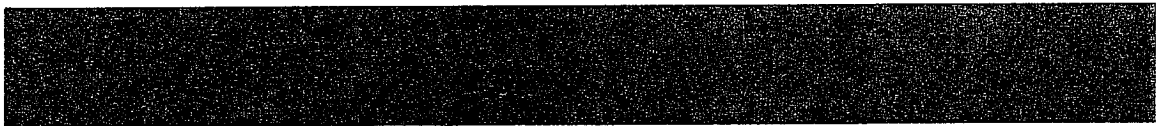
WHEREAS, the parties entered into contract C400644 commencing January 7, 2009 and amended OCTOBER 1, 2009; and

WHEREAS, Section 6 (INSURANCE AGAINST LOSS) of said contract requires that Meyercord procure and maintain sufficient insurance (at the face value of the stamps) to cover any lost, stolen or misplaced stamps in the Contractor's or agent's custody; and

WHEREAS, the parties desire to amend said requirement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth the parties hereto agree as follows:

1. The first paragraph of Section 5 (PAYMENT FOR SERVICES) is hereby deleted and replaced with the following:



2. Section 6 (INSURANCE AGAINST LOSS) is hereby deleted in its entirety and replaced with the following:

Meyercord will redeem any stamps lost or stolen while in Meyercord's or its agents or its subcontractors custody at replacement value only. Meyercord shall procure and maintain, during the term of this Amendment sufficient insurance (at the replacement value of the stamps) to cover any lost, stolen or misplaced stamps in the Contractor's or its agents' or its subcontractor's possession (e.g., delivery services or security services). The Contractor shall furnish to the Department a certificate or certificates in a form



STATE OF NEW YORK
 DEPARTMENT OF TAXATION AND FINANCE
 Office of Budget & Management Analysis
 Bureau of Fiscal Services
 Building 9, Room 234
 W.A. Harriman Campus
 Albany, NY 12227

Patricia Mitchell, Chief Financial Officer
 Eric Mester, Assistant Director, Budget & Accounting Services
 Catherine Golden, Assistant Director, Procurement Services

November 5, 2010

Mr. John Sprawka
 Meyercord Revenue Inc.
 475 Village Drive
 Carol Stream, Illinois 60188

Dear Mr. Sprawka,

This letter serves to amend Contract, C400644, Amendment 2 with the New York State Department of Taxation and Finance and the Department of Finance of the City of New York.

Accordingly, said Contract Amendment is hereby amended to delete Section 3 of Amendment 2 and reinstate the first sentence of Section 4 (TERM OF CONTRACT) of Contract C400644 to: The term of this Contract shall commence on January 7, 2009 and terminate on January 6, 2012.

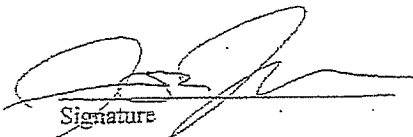
Except as expressly set forth in this Amendment, all terms and conditions of Contract C400644 shall remain in full force and effect and binding on the parties.

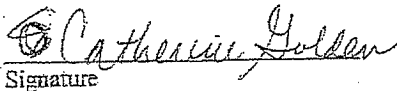
IN WITNESS WHEREOF, the parties execute this Amendment as of the date first written above.

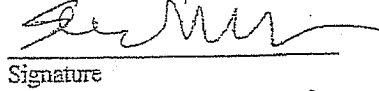
MEYERCORD REVENUE, INC.

NEW YORK STATE DEPT. OF
 TAXATION AND FINANCE

NYC DEPARTMENT OF
 FINANCE


 Signature


 Signature


 Signature

JOHN SPRAWKA
 Print Name

Catherine Golden
 Print Name

ELIZABETH BOTWIN
 Print Name

BUSINESS UNIT MGR.
 Title

Assistant Director
 Title

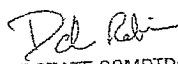
Deputy Commissioner
 Title

11/5/10
 Date

11/8/10
 Date

11/8/10
 Date

NYS OFFICE OF THE STATE COMPTROLLER

APPROVED
 DEPT. OF AUDIT & CONTROL
 NOV 08 2010

 FOR THE STATE COMPTROLLER

satisfactory to the Department showing compliance with the requirements of this Section 6. All such certificates shall state that the policies will not be changed or cancelled unless thirty (30) days calendar written notice has been provided to the Department.

Replacement value shall be equal to the price to be paid for the stamps as set out in Section 5 (PAYMENT FOR SERVICES).

3. The first sentence of Section 4 (TERM OF CONTRACT) is hereby deleted and replaced with the following:

The term of this Amendment shall commence October 1, 2010 and terminate January 6, 2012.

4. PROCUREMENT LOBBYING

Pursuant to State Finance Law §§139-j and 139-k, this procurement includes and imposes certain restrictions on communications between DTF and an Offerer during the procurement process. An Offerer is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by DTF and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). DTF employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer is debarred from obtaining governmental Procurement Contracts. Information related to the Procurement Lobbying Law and DTF guidelines can be found on the Department's Procurement website at: <http://www.nystax.gov/procurement>.

- A. Affirmation of Understanding of, and Compliance with, Procurement Lobbying Legislation

New York State Finance Law 139-j(6)(b) requires the DTF to seek written affirmation from all Offerers as to the Offerers' understanding of and agreement to comply with the DTF procedures relating to permissible contacts during a Government Procurements pursuant to subdivision three of this section. Accordingly, Appendix F-1 is incorporated by reference.

- B. Offerer Disclosure of Prior Non-Responsibility Determinations

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether

there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. Accordingly, Appendix G-1 is incorporated herein by reference.

C. Offerer's Certification of Compliance with State Finance Law 139-k(5)

New York State Finance Law 139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law 139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Government Entity with respect to State Finance Law 139-k is complete, true and accurate. Accordingly, Appendix H-1 is incorporated herein by reference.

The Department reserves the right to terminate this contract upon a finding that the certification filed by the Contractor in accordance with New York State Finance Law 139-k was intentionally false or intentionally incomplete.

5. Vendor Responsibility. The vendor represents and warrants that there has been no material change to its vendor responsibility status and that is substantially similar to, or superior to, its status as of the commencement date of the Contract, i.e., January 7, 2009.

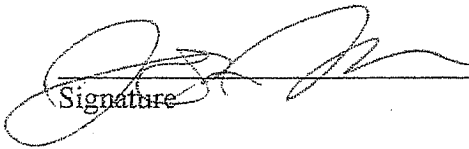
This Amendment shall not be deemed executed, valid or binding unless and until approved by the Attorney General and Comptroller of the State of New York.

Except as expressly set forth in this Amendment, all terms and conditions of amended Contract C400644 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Contract C400644 as of the day and year first written above.

MEYERCORD REVENUE, INC.
AN ITW COMPANY


NEW YORK STATE DEPARTMENT OF
TAXATION AND FINANCE


Signature

John Sprawka
Print Name

Business Unit Manager
Title

8/30/10
Date


Signature

Dorothy Lehmann
Print Name

Procurement Administrator
Title

9/28/10
Date

NEW YORK CITY DEPARTMENT
OF FINANCE


Signature

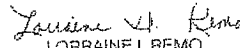
Robert Schaffer
Print Name

Agency Chief Contracting Officer
Title

9/16/10
Date

APPROVED AS TO FORM
NYS ATTORNEY GENERAL

OCT 01 2010


LORRAINE I. REMO
ASSOCIATE ATTORNEY

NYS ATTORNEY GENERAL

APPROVED
DEPT. OF AUDIT & CONTROL

NOV 08 2010


FOR THE STATE COMPTROLLER

NYS COMPTROLLER

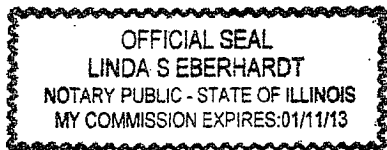
FOR MEYERCORD

CORPORATION

STATE OF Illinois
COUNTY OF DuPage

On this 30 day of August, 2010, before me personally came
John Spławka, to me known, who being duly sworn, did depose and say that
s/he resides in Illinois; that s/he is
the Business Unit Manager of the Meyercord Revenue Inc., the
corporation described in and which executed the foregoing instrument; that s/he knew the seal of
said corporation; that the seal affixed to said instrument was such corporate seal, that it was so
affixed by the order of the Board of Directors of said corporation, and that s/he signed his/her
name thereto by like order.

Linda S. Eberhardt
NOTARY PUBLIC



New York State Department of Taxation and Finance
Offerer Affirmation of Understanding of, and Compliance with, Procurement Lobbying
Guidelines

New York State Finance Law 139-j(6)(b) requires the DTF seek written affirmation from all Offerers as to the Offerer's understanding of and agreement to comply with the DTF procedures relating to permissible contacts during a Government Procurement pursuant to subdivision three of this section.

Procurement Description, Contract or Bid Number:

C400644, Cigarette Tax Stamps

Offerer Name: Meyercord Revenu Inc.

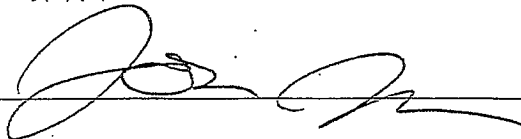
Offerer Address: 475 Village Drive, Carol Stream, IL 60188

Telephone Number: 630-682-6239

e-Mail Address: jsprawka@meyercord.com

Offerer affirms it has read, understands and agrees to comply with the Guidelines of the New York State Department of Taxation and Finance relative to permissible contacts as required by the State Finance Law 139-j(3) and 139-j(6)(b).

By (signature):



Name (please print): John Sprawka

Title (please print): Business Unit Manager

Date: 8/30/10

New York State Department of Taxation and Finance
Offerer Disclosure of Prior Non-Responsibility Determinations (Appendix G-1)

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Offerer Disclosure of Prior Non-Responsibility Determinations

Procurement Description, Contract or Bid Number:

C400644, Cigarette Tax Stamps

Offerer Name: Meyercord Revenue Inc.

Offerer Address: 475 Village Drive, Carol Stream, IL 60188

Telephone Number: 630-682-6239

e-Mail Address: jsprawka@meyercord.com

Name and Title of Person Submitting this Form: John Sprawka

Business Unit Manager

1. Has any New York State agency or authority made a finding of non-responsibility regarding the Offerer in the last four years? (Please circle):

No

Yes

If yes, please answer the following questions:

2. Was the basis for the finding of the Offerer's non-responsibility due to a violation of State Finance Law 139-j? (Please circle):

No

Yes

3. Was the basis for the finding of the Offerer's non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

March 2, 2006

Offerer Disclosure of Prior Non-Responsibility Determinations continued

4. If you responded yes to Questions 1, 2 or 3 , please provide details regarding the finding of non-responsibility below:

Government Entity: _____

Date of Finding of Non-responsibility: _____

Facts Underlying Finding of Non-Responsibility (Add additional pages as necessary)

5. Has any New York State agency or authority terminated a procurement contract with the Offerer due to the intentional provision of false or incomplete information? (Please circle):

No Yes

If you responded yes to the above question, please provide details regarding the termination below:

Government Entity: _____

Date of Finding of Non-responsibility: _____

Facts Underlying Finding of Non-Responsibility: (Add additional pages as necessary)

Offerer certifies that all information provided to the DTF with respect to State Finance Law 139-k is complete, true and accurate.

By: (Signature)  _____

Name: (Please print) John Sprawka

Date: 8/30/10

New York State Department of Taxation and Finance
Offerer's Certification of Compliance with State Finance Law 139-k(5) (Appendix H-1)

New York State Finance Law 139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law 139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Government Entity with respect to State Finance Law 139-k is complete, true and accurate.

Offerer Certification

I certify that all information provided to the DTF with respect to State Finance Law 139-k is complete, true and accurate.

By: (signature) _____

Date: _____

8/30/10

Procurement Description, Contract or Bid Number:

C400644, Cigarette Tax Stamps

Name (Please print): John Sprawka

Title: Business Unit Manager

Offerer Name: Meyercord Revenue Inc.

Offerer Address: 475 Village Drive

Carol Stream, IL 60188

Telephone Number: 630-682-6239

e-Mail Address: jsprawka@meyercord.com