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

State of West Virginia

Master Agreement

Order Date: 02-11-2026

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0803 0066 DOT260000041B 1	**Procurement Folder:**	1786803
Document Name:	Scuba Diving Gear for Bridge Inspections	**Reason for Modification:**	
Document Description:	Scuba Diving Gear for Bridge Inspections		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2026-02-16
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2027-02-15

VENDOR

Vendor Customer Code: VS0000047563
HOUSE OF SCUBA INC
5141 SANTA FE STE STE A

SAN DEIGO CA 92109
US
Vendor Contact Phone: 8585812800 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No	0.0000	1
#3	No	0.0000	2
#4	No	0.0000	3

DEPARTMENT CONTACT

Requestor Name: Careasa M Nichols
Requestor Phone: 304-414-3212
Requestor Email: careasa.m.nichols@wv.gov

2026
FILE LOCATION _____

INVOICE TO

VARIOUS AGENCY LOCATIONS

AS INDICATED BY ORDER

No City WV 99999

US

SHIP TO

VARIOUS AGENCY LOCATIONS

AS INDICATED BY ORDER

No City WV 99999

US

CR 2-13-26

Purchasing Division's File Copy

Total Order Amount:	Open End

JE 2/11/26

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
DATE: JA 2-12-26	DATE:	DATE: 2-24-26
ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE

2/18/2026

Extended Description:

The Vendor, House of Scuba, agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide Scuba Diving Gear per the Specifications, Terms and Conditions, Bid Requirements, and the Vendor's bid dated 11/25/2025, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Sherwood Onyx ARL Mask

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: OTS Guardian Full Face Mask

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: OTS EM-OTS2 Earphone/Mic Assembly

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: OTS MK-7 Buddy Line - Portable Two Diver Air Intercom 4wire

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: OTS CR-4 Standard 4 Wire Comm Rope (200')

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Sherwood Suri Snorkel

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Sherwood 9000 1st Stage Regulator

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Sherwood Blizzard Pro 2nd Stage Regulator

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Sherwood Analog Console - Depth & Pressure Gauge

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Sherwood Wisdom 3 or 4 Air Integrated Computer

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Sherwood Avid CQR 3 Buoyancy Control

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Five (5) Pocket Belt for Soft Weights

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Akona Classic Line 3mm Back Zip Wet Suit - Mens

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Akona Classic Line 3mm Back Zip Wet Suit - Womens

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Akona Classic Line 5mm back Zip Wet Suit - Mens

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Akona Classic Line 5mm Back Zip Wet Suit - Womens

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: DUI CLX450 Classic - Premium Dry Suit

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: DUI Dry Suit Replacement Part - ZipSeal G1 Neck, Silicone

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: DUI Dry Suit Replacement Part - ZipSeal Neck/Latex Hood Comb

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: DUI Dry Suit Replacement Part - ZipSeal Gloves, Pair ,Heavy

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: DUI Dry Suit Replacement Part - ZipSeal - Wrist, Pair, Silic

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: DUI XM450 JUMPSUIT Dry Suit Liner

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: DUI Duotherm II 300 Fleece Undergarment For Dry Suit Top Bot

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: DUI Rockboots

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: DUI Weight & Trim System

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
26	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: DUI Weight & trim Classic System, Replacement pockets, Pair

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
27	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Akona 3.5mm Seco Self-Draining Boots

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
29	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Cressi Thor EBS Fins

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
30	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Cressi Palau Short Fins

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
31	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Omega Stealth Max Flip Military and Rescue Fins

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
32	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Akona Kevlar 5mm Gloves

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
33	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: 5mm Scuba Diving Hood with Bib

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
34	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Primary Air Supply, 53 Cubic Foot Aluminum Tank

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
35	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Primary Air Supply, 80 Cubic Foot Aluminum Tank

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
36	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Redundant Air Supply, 6 Cubic Foot Aluminum Tank

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
37	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Redundant Air Supply, 19 Cubic Foot Aluminum Tank

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
38	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Laylin Speedtech SM-5 Depthmate Portable Sounder

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
39	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Garmin Striker Cast GPS Castable Sonar Device

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
41	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Tovatec MERA Dive Light & Built in Camera

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
42	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Dive Rite Handheld Light with Hand Mount

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
43	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Soft Weight, 1 Pound

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
44	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Soft Weight, 2 Pounds

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
45	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Soft Weight, 3 Pounds

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
46	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Soft Weight, 4 Pounds

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
47	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Soft Weight, 5 Pounds

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
48	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Weight Bag

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
49	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: XS Scuba Mini Fogcutter Knife with Sheath

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
50	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: ScubaMax Blunt Tip Stainless Steel Dive Knife with Sheath

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
51	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Retractable Compass

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
52	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Dive Rite Executive Slate

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
53	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Dive Rite Wrist Slate

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
54	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Akona Chelan Light Roller Bag

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
55	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Genesis Scuba Stowaway Mesh Bags, Small, Approx. 7" x 7"

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
56	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Genesis Scuba Stowaway Mesh Bags, Large, Approx. 28"x13"

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
57	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Akona Pro Regulator Bag

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
58	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Highland Pony Tank Mount

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
59	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Airflex Braided Low-Pressure Hoses 26"

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
60	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Airflex Braided Low-Pressure Hoses 28"

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
61	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Airflex Braided Low-Pressure Hoses 36"

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
62	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Airflex Braided High-Pressure Hoses 30"

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
63	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Airflex Braided High-Pressure Hoses 36"

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
64	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Retractable Lines

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
65	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: 3/8" Low Pressure Port Plug

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
66	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: 7/16" High Pressure Port Plug

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
67	49141500			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Stainless Steel Swivel Bolt Snaps 1"

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
68	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Stainless Steel Double Ended Bolt Snaps 4"

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
69	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Stainless Pin Release Snap Shackle with Fixed Eye 2"

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
70	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Marine Whistle

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
71	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Dive Alert Plus V2 Emergency Signal

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
72	42172009			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: DAN Rescue Pak Extended Care

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
73	42172009			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: DAN Coast Guard Complete HC 2.0 First Aid Kit

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
74	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Dive Rite Jon Line

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
75	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Diver's Flag (red and white) Small

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
76	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Diver's Flag (red and white) Large

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
77	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Alpha Flag (blue and white) Large

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
78	49141500			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Flag Buoy

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A , FOR ACTUAL COST

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or **"Proposal"** means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☑ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of One Year _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☑ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☑ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

> **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

> **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☑ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

    1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Michael Sween President

(Address) 5141 Santa Fe St. STE A, San Diego CA 92109

(Phone Number) / (Fax Number) 858-581-2800

(email address) GovSales@houseofscuba.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

House of Scuba, Inc.
(Company)

(Signature of Authorized Representative)

Michael Sween President 11/24/2025
(Printed Name and Title of Authorized Representative) (Date)

858-581-2800
(Phone Number) (Fax Number)

GovSales@houseofscuba.com
(Email Address)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for Scuba Diving Gear for underwater bridge inspections throughout the state of West Virginia.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.

   2.1 **"ADO" and "Agency Delivery Order"** - A written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.

   2.2 **"Contract Items"** - The list of items available for Vendor to provide pricing as identified in Section 3 of this Solicitation and referenced throughout.

   2.3 **"Contractor" or "Vendor"** - Interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.

   2.4 **"Emergency Orders"** – Work or orders required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a representative of the WVDOH.

   2.5 **"FFM"** – Means Full Face Mask.

   2.6 **"FOB" or "Free on Board"** - Indicates that the price for goods includes delivery at the Vendor's expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.

   2.7 **"HP"** – Means high pressure.

   2.8 **"Liquidated Damages"** - Monetary compensation due from the Vendor in the event the Vendor's performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per Section 6.3.1 of these Specifications.

2.9 **"LP"** – Means low pressure.

2.10 **"Pricing Pages," "Attachment A," and "ATT A"** - The schedule of prices attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses.

2.11 **"Solicitation"** - The official notice of an opportunity to supply the State with goods or services.

2.12 **"Standard Specs"** - Used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.

2.13 **"WVDOH"** or **"Agency"** - Interchangeable terms for the West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

3.1 **Standard Specifications Roads and Bridges:** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

Free electronic copies of the Standard Specs and Supplementals are available at: https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx. Hard copies of these publications may be purchased from Technical Support Division, by completing the Specification Order Form provided within the website.

3.2 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

All Contract Items must be suitable for commercial use and adequate for cold water performance to 39 degrees Fahrenheit. Hoses are incidental to the purchase of regulators, computers, dry suits, and gauges.

NOTE: For Contract Items which require compatibility with other scuba components bid for proper fit and safety, Vendor shall only bid components that are compatible with the other products they bid for.
For Example, the vendor shall only bid on a full-face mask that is compatible with the 2nd Stage Regulator and earphone/mic assembly they intend to bid.

3.2.1 Scuba Equipment, Contract Items 1-12

3.2.1.1 Contract Item 1- Sherwood® Onyx ARL Dive Mask must be a low profile, low volume mask with Anti Reflective Lenses and a push button buckle. The Cressini Calibro Mask is a comparable product.

3.2.1.2 Contract Item 2 - OTS® Guardian Full Face Mask, must have removable 2nd stage, be made of a one-piece, non-rigid silicone skirt combined high-impact, glass-filled abs plastic frame and regulator housing, have a double face seal, equalization through a nose block, have antifog technology, use a standard LP hose, and include a communications port for easy installation of an ear/microphone. Includes compatible breathing valve and hose.

3.2.1.3 Contract Item 3 - OTS® EM-OTS2 Earphone/Mic Assembly, must be hard-wired to the full-face mask (see Contract Item 2).

3.2.1.4 Contract Item 4 - OTS® MK-7 Buddy Line - Portable Two Diver Air Intercom (4 wire) with/ THB-7A, is a compact, self-contained one or two-diver air intercom to include a compatible headset with boom microphone for underwater communications. Must have a battery life of 12 hours continuous use and weigh less than two pounds with batteries.

3.2.1.5 Contract Item 5- OTS® CR-4 Standard 4 Wire Comm Rope, must be 100% polyester, kernmantle with quad 4 balanced cable. Rope thickness of 7/16" with configured wires running down the center of the rope. Rope shall be 200 foot in length. "AMP to Hi-Use, MK-7/MK III" connectors to be compatible with the MK-7 Buddy Line intercom (see Contract Item 4).

3.2.1.6 Contract Item 6 - Sherwood® Suri Snorkel, must have a bite mouthpiece, straight tube design with open tube top, and a deep base receptacle to capture water without impacting breathing.

3.2.1.7 Contract Item 7 - Sherwood® 9000 1st Stage Regulator, must have four or five LP Ports and two HP Ports, be environmentally sealed and dry, and have Yoke and DIN valves. Dive Rite® XT1 1st Stage is a comparable product.

3.2.1.8 Contract Item 8 – Sherwood® Blizzard Pro 2nd Stage Regulator, must have Adjustable Venturi control, dry sealed 1st

stage, downstream demand valve and have second-stage heat-retention vanes, available as a standard right-hand or left-hand regulator. Dive Rite® XT2 2nd Stage Regulator is a comparable product.

3.2.1.9 **Contract Item 9 – Sherwood® Analog Console – Depth & Pressure Gauge** must display depth in feet and meters, pressure gauge reads in PSI and BAR, and be easy to read in low light. Dive Rite® 2 Gauge Console is a comparable product.

3.2.1.10 **Contract Item 10 – Sherwood® Wisdom 3 or 4 Air Integrated Computer,** must have a liquid filled compass, display air supply remaining (PSI) and remaining dive time, have decompression warnings and calculations, have automatic altitude adjustment, include audible and visual alarms, have air, nitrox or gauge operating modes, include memory for dive profiles, include a deep stop reminder, and have a dive simulator. Must have screen illumination.

3.2.1.11 **Contract Item 11 - Sherwood® Avid CQR 3 Buoyancy Control** must be a jacket style buoyancy control device with integrated weight system, offered in sized extra small through extra-large. Adjustable shoulder and torso straps, zippered utility pockets, Cressi® Commander Evo Buoyancy Control is a comparable product.

3.2.1.12 **Contract Item 12 - Five (5) Pocket Belt for Soft Weights** must be adjustable for fit 29" - 38".

3.2.2 **Coverings & Suits, Contract Items 13 - 32**

3.2.2.1 **Contract Items 13 - 14 – Akona® Classic Line 3mm Back Zip Wet Suit** must be one-piece, form-fitting, back zipper with a long pull cord, made of neoprene rubber, and must offer flexibility and warmth.

3.2.2.1.1 Men's Wet Suits shall include men's size small to 5 XL.

3.2.2.1.2 Women's Wet Suits shall include women's size 5/6 through 15/16.

3.2.2.2 Contract Items 15 - 16 - Akona® Classic Line 5mm Back Zip Wet Suit must be one-piece, form-fitting, back zipper with a long pull cord, made of neoprene rubber, and must offer flexibility and warmth.

3.2.2.2.1 Men's Wet Suits shall include men's size small to 5 XL.

3.2.2.2.2 Women's Wet Suits shall include women's size 5/6 through 15/16.

3.2.2.3 Contract Item 17 – DUI® CLX450 Classic - Premium Dry Suit must be made of light weight, highly durable and flexible dry suit with front entry and zip seals. Jacket portion of drysuit should be fluorescent orange, fluorescent yellow, fluorescent yellow-green, marine yellow, or another high visibility color for murky water diving. Dry Suit shall be durable, tear and abrasive resistance, with reinforcement in knees and elbows. DUI® H20 Operations (Dual Mode) is a comparable product. Available in Men's and Women's sizes SS to XXLT.

3.2.2.4 Contract Items 18 - 21- DUI® Dry Suit Replacement Parts. Zip seals and gloves must be compatible with Contract Item 17, DUI Dry Suit.

3.2.2.5 Contract Item 22 - DUI® XM450 JUMPSUIT Dry Suit Liner must be a one-piece liner or two-piece liner set, fleece, and intended for 28-45 degrees Fahrenheit cold-water use.

3.2.2.6 Contract Item 23 - DUI® Duotherm II 300 Fleece Undergarment for Dry Suit (Top and Pants) must be a one-piece or two-piece liner set, fleece, and intended for 45-60 degrees Fahrenheit cold-water use.

3.2.2.7 Contract Item 24 – DUI® Rock Boots is an over boot with attached dry sock. It may be worn with any wetsuit when combined with a wet sock. No-slip thread. No raised heel for better fin fit. Available in men's sizes 4-15 and sized to be worn with drysuit insulation.

3.2.2.8 Contract Items 25 - 26 – DUI® Weight & Trim Classic System must have a harness to wear up to 40 pounds, be adjustable, and be available in size small, medium and large. Must have a mechanism to quickly dump weights.

3.2.2.9 Contract Item 27 - Akona® 3.5mm Seco Self-Draining Boots must be self-draining boots with drain holes throughout sole, have at least 3.5mm nylon neoprene and have a heavy molded sole. Must zip open and be non-slip. Must be available in women's US sizes 6.5-12.5 and men's sizes 5-13, or equivalent. Cressi Korsor Boots are a comparable product.

3.2.2.10 Contract Item 28 - Sherwood® Triton Pro Fins must have Three vents between the foot pocket and blade and be available in small, medium and large.

3.2.2.11 Contract Item 29 - Cressi® Thor EBS (Elastic Bungee System) Fins shall be polypropylene of the high module; especially reactive and connects the critical point of transmission of energy in the instep and be available in small, medium and large.

3.2.2.12 Contract Item 30 - Cressi® Palau Short Fins must be short, adjustable, and must be able to be worn over thin footwear. Available in sizes extra-small to extra-large.

3.2.2.13 Contract Item 31 – Omega® Stealth Max Flip Military and Rescue Fins must be a two-piece fin brought together by a hinge, which features heavy duty, military grade stainless steel springs, allows the webbed blades to fold up out of the way to allow full mobility out of the water and click down with a first kick once in the water. Available in sizes large and extra-large.

3.2.2.14 Contract Item 32 - Akona® Kevlar 5mm Gloves must be neoprene with four-way stretch, palm and fingertips are reinforced to protect against punctures and cuts.

3.2.2.15 Contract Item 33 - 5mm Scuba Diving Hood With Bib must be available in sizes extra-small through extra-large.

3.2.3 Tanks, Contract Items 34 - 37, must meet certificated specifications of the US Department of Transportation (DOT) with DOT-3AL specification. Filling the empty tanks shall be the responsibility of WVDOH.

3.2.3.1 Contract Item 34 – Primary Air Supply, 53 Cubic Foot Aluminum Tank must have a working pressure of 3000 psi, with ProValve, be Yoke and DIN compatible, neutrally buoyant, have a high flow capacity valve and be of heavy duty, aluminum alloy design.

3.2.3.2 Contract Item 35 - Primary Air Supply, 80 Cubic Foot Aluminum Tank must have a working pressure of 3000 psi, with ProValve, be Yoke and DIN compatible, neutrally buoyant, have a high flow capacity valve and be of heavy duty, aluminum alloy design.

3.2.3.3 Contract Item 36 - Redundant Air Supply, 6 Cubic Foot Aluminum Tank must have a working pressure of 3000 psi, be Yoke and DIN compatible, neutrally buoyant, have a high flow capacity valve and be of heavy duty, aluminum alloy design.

3.2.3.4 Contract Item 37 - Redundant Air Supply, 19 Cubic Foot Aluminum Tank must have a working pressure of 3000 psi, be Yoke and DIN compatible, neutrally buoyant, have a high flow capacity valve and be of heavy duty, aluminum alloy design.

3.2.4 Diving Tools, Contract Items 38 - 40

3.2.4.1 Contract Item 38 - Laylin® Speedtech SM-5 Depthmate Portable Sounder must be waterproof to 160 feet and must float. Must be able to read in feet or meters to the nearest tenth and must be accurate to 260 feet below the water's surface. Must have a backlit digital display reading every 10 seconds or continuously.

3.2.4.2 Contract Item 39 - Garmin Striker® Cast GPS Castable Sonar Device must provide 2D images to a smart device in real time. Must be compatible with Apple and Android devices and must connect wirelessly for up to 200 feet. Deeper Pro is a comparable product.

3.2.4.3 Contract Item 40 - Diving Pointer Stick with Measurement and Lanyard shall be of a light weight, anti-rust material and be approximately 12"-15" in length with attachable lanyard.

3.2.5 Diving Accessories, Contract Items 41 - 69

3.2.5.1 Contract Item 41 - Tovatec® MERA Dive Light & Built In Camera must be a lightweight, compact underwater camera with light, suitable for use down to 200 feet below water. Must include a rechargeable battery. Camera must be able to take photographs and video and should have1080 HD with 4-megapixel resolution and 1920*1080p 60fps video resolution.

3.2.5.2 Contract Item 42 – Dive Rite® Cx2 Handheld Light with Hand Mount bid shall include the handheld light and battery charger with a compatible mounting system and hand mount. Light shall be waterproof, have multiple lighting modes, produce up to 1700 lumens, and have a battery level indicator.

3.2.5.3 Contract Items 43 - 47 - Soft Weights shall be bag pouch weights prefilled with lead, made of a durable heavy-duty material.

3.2.5.4 Contract Item 48 - Weight Bag must be a heavy-duty bag designed for carrying diving weights up to 60 pounds.

3.2.5.5 Contract Item 49 - XS Scuba® Mini Fogcutter Knife with Sheath shall include a small 3.25" blade knife with built in scissors, easy-release positive locking sheath, and shall be ani-rust.

3.2.5.6 Contract Item 50 - ScubaMax® Blunt Tip Stainless Steel Dive Knife with Sheath shall be a single action knife with a quick-release secure locking sheath, with built in buoyancy control. Should be able to fully disassemble for cleaning.

3.2.5.7 Contract Item 51 - Retractable Compass shall be a liquid filled compass with a luminescent dial for low light conditions.

3.2.5.8 Contract Item 52 - Dive Rite® Executive Slate shall have multiple compact erasable slates suitable for underwater note taking.

3.2.5.9 Contract Item 53 - Dive Rite® Wrist Slate shall have multiple forearm-mounted erasable slates suitable for underwater note taking.

3.2.5.10 Contract Item 54 - Akona® Chelan Light Roller Bag must be a lightweight bag with smooth rolling wheels, heavy duty zippers with a volume of 9,000 cubic inches for diving gear storage.

3.2.5.11 Contract Items 55 - 56 - Genesis Stowaway Mesh Bags must be nylon mesh bags suitable for storing wet scuba accessories.

3.2.5.12 Contract Item 57 - Akona® Pro Regulator Bag must be a fully padded regulator bag with interior Velcro steps and internal mesh side pockets, and a heavy-duty zipper. Should have strap on back to easily slip bag over a luggage handle.

3.2.5.13 Contract Item 58 - Highland® Pony Tank Mount must be designed for right or left side mount of the pony cylinder. Must be designed for use with a 7.25-inch diameter primary cylinder, accommodating both upright or upside down mounting.

3.2.5.14 Contract Items 59 - 61 - Airflex® Braided Low-Pressure Hoses, in various sizes, must include a tube made of HS-PVC and covered by 48-strand braided polyester. Shall have a working pressure of 1,500 PSI and a burst pressure of 6,000 PSI.

3.2.5.15 Contract Items 62 - 63 - Airflex® Braided High-Pressure Hoses, in various sizes, must include a tube made of HS-PVC and covered by 48-strand braided polyester. Shall have a working pressure of 4,000 PSI and a burst pressure of 20,000 PSI.

3.2.5.16 Contract Item 64 – Retractable Lines, used to prevent various from dropping beyond the diver's reach, should be approximately 3 feet in length and suitable for underwater use.

3.2.5.17 Contract Item 65 – 3/8" Low Pressure Port Plug must fit 3/8" first-stage low-pressure ports, be composed of marine grade chromed brass, equipped with low-pressure O-ring and have a working pressure below 200 psi service pressure.

3.2.5.18 Contract Item 66 – 7/16" High Pressure Port Plug must fit 7/16" first stage high-pressure ports, be composed of marine grade chromed brass, equipped with high-pressure O-ring and have a working pressure below 3,442 psi service pressure.

3.2.5.19 Contract Item 67 - Stainless Steel Swivel Bolt Snaps 1" must be marine grade with a 360° swivel spring loaded gate bolt snap and must have a swiveling base for ease of connection.

3.2.5.20 Contract Item 68 - Stainless Steel Double Ended Bolt Snaps 4" must be marine grade and have dual spring-loaded gate closures.

3.2.5.21 Contract Item 69 - Stainless Pin Release Snap Shackle with Fixed Eye 2" shall have a quick release carabiner and be comprised of materials suitable for nautical use. Minimum working load should be 1,000 lbs.

3.2.6 Safety, Contract Items 70 - 78

3.2.6.1 Contract Item 70 - Marine Whistle must be United States Coast Guard approved, bright orange in color, pea less, include a lanyard, and must works when wet.

3.2.6.2 Contract Item 71 - DiveAlert PLUS V.2 shall be a small, lightweight pneumatic signaling device that uses quick-connect/disconnect hose couplings to become an integrated part of your power inflator to create a piercingly loud sound in air or water. DiveAlert PLUS V.2 does not require any modification to diving equipment for use and does not interfere with the normal operation of equipment.

3.2.6.3 Contract Item 72 - DAN® Rescue Pak Extended Care shall include M22 Cylinder 623 liter/22 cubic foot of oxygen when full, and a 6-foot oxygen hose with stainless steel end connections; 1 DISS connector, 1 quick connect fitting. Shall include brass multi-function regulator with 2 DISS threaded outlets, 1 barbed constant flow outlet, and 1 pressure gauge in psi, thermoplastic demand valve with quick connect fitting.

Rescue Pack shall provide approximately 39 minutes of oxygen delivery time at 15 liters per minute, or 59 minutes of oxygen at 10 liters per minute.

3.2.6.4 Contract Item 73 – DAN® Coast Guard Complete HC 2.0 First Aid Kit must contain all the first aid supplies to meet the Coast Guard's requirements for small passenger vessels. Shall include, but not be limited to, ammonia inhalants, orange tourniquet, oronasal mask, CPR face shield, supplies to stop bleeding and shock, wound care, materials to stabilize fractures, treat burn, blisters and abrasions, and include a variety of over the counter first aid medications, and include an eye wash.

3.2.6.5 Contract Item 74 - Dive Rite® Jon Line must have a marine grade stainless steel carabineer and be 5 foot in length and have an attachment loop on pouch.

3.2.6.6 Contract Items 75 - 76 - Diver's Flag (red and white) must be a red field with a white diagonal stripe not less than one and one-half inches wide running upper left to lower right. The dimensions of the small flag shall be no less than 10" by 10" and the large flag should

be approximately 36 inches in width. Flags shall be made of commercial grade nylon with grommets for flying the flag.

3.2.6.7 Contract Item 77 - Alpha Flag Large (blue and white) shall be at least 3.3 feet (one meter) and shall meet the US Coast Guard Alfa flag recommendations. Flag shall be approximately 36' in width. Shall be made of commercial grade nylon with grommets for flying the flag.

3.2.6.8 Contract Item 78 - Flag Buoy includes a buoy and pole. Pole must be four feet tall and should include Rubber Flag Stoppers. Bouy must have a lead weight bottom and an eyelet on lead weight for line attachment.

3.2.7 "Equal To" Items: Vendor may bid on any or all the products listed on the Pricing Pages (ATT A). Vendors may bid the product brand and make/model requested or bid an "equal to" item.

3.2.7.1 If no "Equal To" product is listed on ATT A, it will be assumed by the WVDOH that the bid is for the product brand and make/model listed on ATT A.

3.2.7.2 The Vendor must product provide documentation to demonstrate that the proposed equal product meets the relevant industry standards, and that the product meets or exceeds the Contract Item listed.

3.2.7.3 Additional documentation may be requested by the West Virginia Purchasing Division during the evaluation and equivalency process. If additional documentation is requested, the vendor must provide requested information within 5 business days of the request or their proposed "equal to" Contract Item will be disqualified. Failure to provide adequate documentation for a proposed equal product will result in the disqualification of the Contract Items bid.

3.2.7.4 If a Contract Item must be viewed in person to determine whether its suitable for commercial use or to evaluate the product for equivalency, the WVDOH reserves the right to request a sample of the product. If requested, the Vendor shall be responsible for expenses related to the delivery of the item to for evaluation. The WVDOH shall return the item after the evaluation is complete at its own expense.

If an item is damaged during its evaluation for routine, commercial bridge inspection use, the WVDOH shall return the damaged item to the vendor in it damaged state but will not reimburse the vendor for the item.

3.2.7.5 The WVDOH, at its sole discretion, will make the final determination of whether a product is suitable for commercial use and products equivalency.

4. CONTRACT AWARD:

4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. This is a Multiple Vendor Award Contract. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract.

4.1.1 **Determining Low Bid Per Project:** To determine the low bid vendor for individual projects, the WVDOH District Engineer or their designee will calculate the lowest overall total cost of the Contract Items required for individual projects. A written ADO will be issued to the Vendor with the lowest overall total cost.

WVDOH reserves the right to request any one or combination of Contract Items for which bids are awarded at the lowest overall total as set forth in this section.

4.2 **Pricing Pages, Attachment A ("ATT A** Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed. Vendors shall factor into their bid prices all equipment, materials, delivery, and labor required to provide Contract Items. Vendors may bid on any or all Contract Items. As per Section 3.2.6, Vendors bidding on an "Equal to" product must list the brand and make/model of the proposed equal. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

4.2.1 The Pricing Pages contain a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

4.2.2 Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the

Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: john.w.estep@wv.gov

4.2.3 Changing a column or row description, Contract Item description, unit of measure, or estimated quantities on the **Pricing Pages, Attachment A (ATT A),** shall result in the disqualification of Contract Item bid on the altered line.

Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2 shall result in the disqualification of Vendor's bid in its entirety.

Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

4.2.4 **Description in Vendors Billing System:** Vendor should list the description of Contract Items as they will appear on the Vendors future invoices under this contract, if the vendor's description differs from the description listed on the Pricing Page (ATT A) with the solicitation. Providing this information with the bid facilitates future payment processing.

Vendor Billing System descriptions will be scrutinized and bid clarifications issued if the description provided conflicts with or is inconsistent with the corresponding Contract Item. The Vendor Billing System section is not intended to replace the "Equal To" information required in Section 3.2.7.

4.3 **Contract Award Transition:** Upon the award of this contract, WVDOH will announce the effective start date. Any order issued under the previous contract will remain in effect and shall not be cancelled without mutual written agreement between the issuing agency and the vendor.

4.4 **Cooperative Contracting:** The purchase prices on all Contract Items herein, available for the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.

5. ORDERING, INVOICING AND PAYMENT:

5.1 **Ordering:** Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/ payment addresses with WVDOH and in wvOASIS. Vendor may, but is not

required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

5.2 **Agency Delivery Order ("ADO"):** District personnel must issue an ADO from wvOASIS for specific quantities of materials based on each project's requirements and detailing the need and location information of work to be completed per Contract Items, as well as the start and end dates, which will become the agreed upon official start and end dates. The ADO must be created in wvOASIS and approved to "Final" prior to placing the order with the Vendor. The District is responsible for creating the ADO in wvOASIS and is required to submit the approved order, in writing, directly to the Vendor via mail, email or fax. **Verbal communication with the Vendor is not considered an official order**. In the event the Vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from wvOASIS.

Emergencies shall be prominently noted on the ADO. Once complete, the ADO shall be sent to Vendor via fax, email, or mail.

5.3 **Invoicing:** Invoices submitted to WVDOH For payment should contain the following:

- Vendor's name and payment remit-to address, as they appear in Vendor's wvOASIS account.
- The corresponding order's ADO number.
- The ordering Agency's delivery site
- The Contract Item description, unit price, quantity, and extended total.
- The date(s) Contract Items were delivered.

5.4 **Payment:** Upon completion of the work indicated on the ADO, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

6.1 **Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH ADO, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the ADO. As verification of receipt, **Vendor must provide written acknowledgement of any ADOs and any Revisions/Modifications thereto sent by WVDOH.** Failure to provide the WVDOH with written acknowledgement of any ADOs/Revisions within five (5) days of the Order being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOH at its own discretion shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.

6.2 **Delivery Time:** Vendor shall deliver standard orders within 30 calendar days after orders are received. Vendor shall deliver emergency orders within two (2) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

No Vendor is authorized to ship project related goods or begin work/services, nor is the WVDOH authorized to receive materials, prior to the issuance of a ADO.

6.3 **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from another vendor or proceed with an Emergency Purchase from the open market.

The Agency placing the ADO under this Contract must be notified **in writing by the Vendor no later than five (5) business days prior to the scheduled delivery date noted on the Agency's order.** Any failure to notify, acknowledge receipt of WVDOH's written ADOs/ Revisions resulting in delivery delay may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, may, at the Agency's discretion, result in the cancellation of the ADO and application of Liquidated Damages.

Any Agency seeking to obtain items from the open market under this provision must first obtain approval of the West Virginia Purchasing Division.

6.3.1 **Liquidated Damages:** If the Vendor's delivery completion or corrections of deficient deliveries exceeds the ADO completion due date or agree upon timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied and billed to the Vendor. The WVDOH shall calculate Liquidated Damages in the amount of $50 per day, per ADO, beginning 10 days after the WVDOH's latest specified ADO delivery date

6.3.2 Force Majeure: It shall be further noted that the Vendor is not responsible for and shall not be penalized for delays in its delivery of goods and/or services when caused by factors or events outside Vendor's control, including but not limited to acts or omissions of the Agency or third parties, acts of civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes, or other natural disasters or acts of God.

6.4 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

Deliveries made by the vendor shall be comprised only of Contract Items intended for delivery at that location and specified in the pricing pages, contract specifications or ADO. At no time shall property belonging to the West Virginia Department of Transportation be utilized as a lay-down or storage facility by the vendor, or items left with the intention of being distributed to an alternate location.

6.5 Return of Unacceptable Items: The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

7. VENDOR DEFAULT:

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

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

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 **Vendor Name Change:** It is the Vendor's responsibility to notify the WVDOH of name changes or acquisition by another company during the term of the contract. The WVDOH must be notified in writing of the change/acquisition and intention for the contract's ownership within 10 days of the change. **Failure to do so may result in payment delays.**

8.4 **Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.

8.5 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Tyler Barber
Telephone Number: 858-581-2800
Fax Number: _____
Email Address: GovSales@houseofscuba.com

Vendor shall inform the Agency in writing of any changes to the information provided above within 10 calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

Vendor Instructions: Please provide a price for any or all Contract Items listed below. Bid prices shall include delivery FOB destination; no seperate delivery charge may be applied. This is a multiple vendor award contract. All qualifying vendor meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4.1.1 of the contract specifications. Estimated quantities are not available. No future use of the Contract or any individual item is guaranteed or implied.

PLEASE NOTE: Vendors must list their alternative products to the Contract Item Description requested by WVDOH to be considered for award. Vendor must include technical specs for all "Equal to" products with bid submission. Vendors Billing Description should be entered for all Equal to items (in both fields) as well as any other time the vendors invoice will not match the information in the Contract item Description.

Vendor Name : House of Scuba, Inc

	Contract Item #	Description	"Equal to" Product Bid - Manufacturer & Model (See Section 3.2.7)	Vendor's Billing System Description (See Section 4.2.4)	Unit Of Measure	Bid Price
SCUBA EQUIPMENT Section 3.2.1	1	Sherwood® Onyx ARL Dive Mask		Sherwood Onyx All Black Mask	EA	$52.80
	2	OTS® Guardian Full Face Mask		OTS Guardian FFM 1.1 Includes ABV-1 LP Hose & Mask Bag	EA	$672.00
	3	OTS® EM-OTS2 Earphone/Mic Assembly		OTS EM-OTS2 Dual Earphones and Microphone Assembly	EA	$585.64
	4	OTS® MK-7 Buddy Line - Portable Two Diver Air Intercom (4 wire) with/ THB-7A		OTS MK-7 Buddy-Line Portable Two Diver Air Intercom 4 Wire	EA	$1,551.64
	5	OTS® CR-4 Standard 4 Wire Comm Rope (200')		OTS Assembled CR-4 Comm Rope 200ft w/ AMP-4M Co	EA	$947.89
	6	Sherwood® Suri Snorkel		Sherwood Suri Snorkel All Black	EA	$19.25
	7	Sherwood® 9000 1st Stage Regulator		Sherwood 9000 Series 1st Stage Diving Regulator Only	EA	$171.56
	8	Sherwood® Blizzard Pro 2nd Stage Regulator		Sherwood Blizzard Pro 2nd Stage Regulator	EA	$134.64
	9	Sherwood® Analog Console – Depth & Pressure Gauge		Sherwood 2 Gauge Analog Console Depth & Pressure Gauge	EA	$129.97
	10	Sherwood® Wisdom 3 or 4 Air Integrated Computer		Sherwood Wisdom 3 Air Integrated Scuba Dive Nitrox Computer	EA	$499.20
	11	Sherwood® Avid CQR 3 Buoyancy Control		Sherwood Avid CQR-3 BCD	EA	$419.74
	12	Five (5) Pocket Belt for Soft Weights		XS Scuba Zippered Pocket Weight Belt	EA	$27.55
COVERINGS/SUITS Section 3.2.2	13	Akona® Classic Line 3mm Back Zip Wet Suit - Mens		Akona 3mm Mens Quantum Stretch Full Wetsuit	EA	$168.96
	14	Akona® Classic Line 3mm Back Zip Wet Suit - Womens		Akona 3mm Womens Quantum Stretch Full Wetsuit	EA	$168.96
	15	Akona® Classic Line 5mm Back Zip Wet Suit - Mens		Akona 5mm Mens Quantum Stretch Full Wetsuit	EA	$189.44
	16	Akona® Classic Line 5mm Back Zip Wet Suit - Womens		Akona 5mm Womens Quantum Stretch Full Wetsuit	EA	$189.44
	17	DUI® CLX450 Classic - Premium Dry Suit		DUI Mens CLX450 Select Series Drysuit	EA	$2,455.20
	18	DUI® Dry Suit Replacement Part- ZipSeal G1 Neck, Silicone		DUI Replacement Drysuit ZipSeal Silicone Neck Seal	EA	$123.60
	19	DUI® Dry Suit Replacement Part- ZipSeal Neck/Latex Hood Combo		DUI ZipSeal, Neck/Hood Combo G1 Latex Replacement Seal	EA	$196.80
	20	DUI® Dry Suit Replacement Part- ZipSeal Gloves, Pair, Heavy Duty with Liners		DUI Zip Gloves Heavy Duty Dry Suit Gloves with Liners	EA	$148.80
	21	DUI® Dry Suit Replacement Part- ZipSeal - Wrist, Pair, Silicone		DUI Replacement Drysuit ZipSeal Silicone Wrist Seal PAIR	EA	$96.00
	22	DUI® XM450 JUMPSUIT Dry Suit Liner		DUI XM450 JUMPSUIT Dry Suit Liner	EA	$472.80
	23	DUI® Duotherm II 300 Fleece Undergarment for Dry Suit (Top and Pants)		DUI DuoTherm II 300 Fleece Drysuit Undergarment Top & Pants	EA	$248.40

Vendor Name : **House of Scuba, Inc**

	Contract Item #	Description	"Equal to" Product Bid - Manufacturer & Model (See Section 3.2.7)	Vendor's Billing System Description (See Section 4.2.4)	Unit Of Measure	Bid Price
COVERINGS/SUITS Section 3.2.2	24	DUI® Rockboots		DUI Rockboot V2 Drysuit Boots	EA	$105.60
	25	DUI® Weight & Trim Classic System		DUI Weight & Trim Classic System	EA	$123.60
	26	DUI® Weight & Trim Classic System, Replacement Pockets, Pair		DUI Weight & Trim Classic System, Replacement Pockets, Pair	EA	$57.75
	27	Akona® 3.5mm Seco Self-Draining Boots		Akona 3.5mm Seco Self Draining Boots	EA	$44.88
	29	Cressi® Thor EBS Fins		Cressi Thor EBS Fins	EA	$84.03
	30	Cressi® Palau Short Fins		Cressi Palau Short Fins	EA	$33.92
	31	Omega® Stealth Max Flip Military and Rescue Fins		Omega Stealth Max Flip Military & Rescue Fins	EA	$290.00
	32	Akona® Kevlar 5mm Gloves		Akona AX ArmorTex 5mm Diving Gloves	EA	$42.08
	33	5mm Scuba Diving Hood With Bib	https://www.akona.com/products/product?productId=11988	Akona 5/3mm Quantum Stretch Standard Hood	EA	$43.04
TANKS Section 3.2.3	34	Primary Air Supply, 53 Cubic Foot Aluminum Tank		Sherwood 53 Cubic Foot Aluminum Tank	EA	$257.18
	35	Primary Air Supply, 80 Cubic Foot Aluminum Tank		Sherwood 80 Cubic Foot Aluminum Tank	EA	$293.93
	36	Redundant Air Supply, 6 Cubic Foot Aluminum Tank		Sherwood 6 Cubic Foot Aluminum Tank	EA	$127.82
	37	Redundant Air Supply, 19 Cubic Foot Aluminum Tank		Sherwood 19 Cubic Foot Aluminum Tank	EA	$192.50
DIVING TOOLS Section 3.2.4	38	Laylin® Speedtech SM-5 Depthmate Portable Sounder		Speedtech Depthmate Portable Sounder	EA	$278.91
	39	Garmin Striker® Cast GPS Castable Sonar Device		Garmin STRIKER Cast Castable Sonar Device w/ GPS	EA	$168.74
DIVING ACCESSORIES Section 3.2.5	41	Tovatec® MERA Dive Light & Built In Camera		Tovatec MERA Dive Light & Built In Camera	EA	$238.08
	42	Dive Rite® Cx2 Handheld Light with Hand Mount	EQUAL TO- https://www.houseofscuba.com/products/light471	Dive Rite CX3 Handheld 1900L Dive Light	EA	$141.74
	43	Soft Weight, 1 Pound		Sea Pearls Mesh Shot Weight Bags 1lb	EA	$6.50
	44	Soft Weight, 2 Pounds		Sea Pearls Mesh Shot Weight Bags 2lb	EA	$12.00
	45	Soft Weight, 3 Pounds		Sea Pearls Mesh Shot Weight Bags 3lb	EA	$18.00
	46	Soft Weight, 4 Pounds		Sea Pearls Mesh Shot Weight Bags 4lb	EA	$24.00
	47	Soft Weight, 5 Pounds		Sea Pearls Mesh Shot Weight Bags 5lb	EA	$30.00
	48	Weight Bag	https://www.houseofscuba.com/products/bag478?variant=40688623451	XS Scuba Weight Bag Soft Weights Carry Tote	EA	$31.50
	49	XS Scuba® Mini Fogcutter Knife with Sheath		XS Scuba Mini FogCutter Knife Blunt Tip Scissor Knife	EA	$62.50

Vendor Name : **House of Scuba, Inc**

	Contract Item #	Description	"Equal to" Product Bid - Manufacturer & Model (See Section 3.2.7)	Vendor's Billing System Description (See Section 4.2.4)	Unit Of Measure	Bid Price
DIVING ACCESSORIES Section 3.2.5	50	ScubaMax® Blunt Tip Stainless Steel Dive Knife with Sheath	EQUAL TO- https://www.houseofscuba.com/products/knife21?variant=40	Promate Barracuda Stainless Steel Blunt Tip Knife	EA	$42.84
	51	Retractable Compass	https://www.houseofscuba.com/products/genesis-northern-hemisphere-fast-action-retractable-compass?variant=46273307640022	Genesis Northern Hemisphere Fast Action Retractable Compass	EA	$63.54
	52	Dive Rite® Executive Slate		Dive Rite Executive Slate	EA	$11.40
	53	Dive Rite® Wrist Slate		Dive Rite Underwater 3 Page Wrist Slate	EA	$12.35
	54	Akona® Chelan Light Roller Bag		Akona Chelan Lightweight Roller Bag	EA	$198.80
	55	Genesis Scuba® Stowaway Mesh Bags, Small, Approximately 7" x 7"	EQUAL TO- https://www.houseofscuba.com/products/bag354?variant=40	Armor Mesh Bag All Purpose 9x12in with Draw String Closure	EA	$7.00
	56	Genesis Scuba® Stowaway Mesh Bags, Large, Approximately 28" x 13"		Genesis Scuba Stowaway Mesh Bags, Large, 28" x 13"	EA	$20.34
	57	Akona® Pro Regulator Bag		Akona Padded Pro Regulator Bag Recycled Fabric	EA	$37.80
	58	Highland® Pony Tank Mount		Highland Pony Mount	EA	$85.55
DIVING ACCESS. Section 3.2.5	59	Airflex® Braided Low-Pressure Hoses 26"		Dive Rite HOSE BRAIDED - REGULATOR - 26" BLACK	EA	$26.10
	60	Airflex® Braided Low-Pressure Hoses 28"		Dive Rite HOSE BRAIDED - REGULATOR - 28" LP	EA	$26.10
	61	Airflex® Braided Low-Pressure Hoses 36"		Dive Rite HOSE BRAIDED - REGULATOR - 36"	EA	$29.00
	62	Airflex® Braided High-Pressure Hoses 30"		Dive Rite HOSE BRAIDED - 30" HP	EA	$39.15
	63	Airflex® Braided High-Pressure Hoses 36"		Dive Rite HOSE BRAIDED - 36" HP	EA	$40.60
	64	Retractable Lines	https://www.houseofscuba.com/products/gear-keeper-rt-0041-retracto	Gear Keeper RT-0041 Retractor Heavy Duty Swivel Sna	EA	$20.48
	65	3/8" Low Pressure Port Plug		Trident 3/8" Low Pressure Port Plug	EA	$11.15
	66	7/16" High Pressure Port Plug		Trident 7/16" High Pressure Port Plug	EA	$11.15
	67	Stainless Steel Swivel Bolt Snaps 1"		Dive Rite Marine Grade Stainless Steel Bolt Snap-Mediu	EA	$12.68
	68	Stainless Steel Double Ended Bolt Snaps 4"		Dive Rite Marine Grade Stainless Steel Bolt Snap-Large	EA	$11.70
	69	Stainless Pin Release Snap Shackle with Fixed Eye 2"		Suncor Stainless Pin Release Snap Shackle with Fixed Eye 2"	EA	$30.13
SAFETY Section 3.2.6	70	Marine Whistle		T-H Marine Safety Whistle	EA	$14.95
	71	Dive Alert Plus V2 Emergency Signal		Dive Alert PLUS v2 Signaling Device DV1 Standard	EA	$75.88
	72	DAN® Rescue Pak Extended Care		DAN Rescue Pak Extended Care	EA	$948.75
	73	DAN® Coast Guard Complete HC 2.0 First Aid Kit		DAN Coast Guard Complete HC 2.0 First Aid Kit	EA	$206.20
	74	Dive Rite® Jon Line		Dive Rite Jon Line	EA	$31.26
	75	Diver's Flag (red and white) Small		Trident 20x24in Nylon Dive Flag w/ Grommets	EA	$14.29

Vendor Name : **House of Scuba, Inc**

	Contract Item #	Description	"Equal to" Product Bid - Manufacturer & Model (See Section 3.2.7)	Vendor's Billing System Description (See Section 4.2.4)	Unit Of Measure	Bid Price
	76	Diver's Flag (red and white) Large		Trident 36x45in Nylon Dive Flag w/ Grommets	EA	$34.60
	77	Alpha Flag (blue and white) Large		Trident Nylon Alpha Flag LARGE 28x36in Blue/White	EA	$25.28
	78	Flag Buoy		Trident- FLAG & FLOAT COMBO	EA	$38.81