



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

Request for Quotation

RFQ NUMBER: HOUSE10

PAGE: 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 JO ANN ADKINS
 304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

SAM TELL AND SON INC.
300 SMITH STREET
FARMINGDALE, NY 11735

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/15/2009				

BID OPENING DATE: 10/15/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
<p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR VARIOUS CLEANING MATERIALS, INCLUDING MOPS, BROOMS, BUCKETS, WASTEBASKETS, AND CLEANERS WHICH ARE COMMONLY USED IN THE HOUSEKEEPING OF STATE FACILITIES CONTRACTOR TO PROVIDE HOUSEKEEPING MATERIALS TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>NOTE: AN ELECTRONIC VERSION OF HOUSE10 PRICING PAGES CAN BE FOUND AT: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM VENDOR MUST SUBMIT A PAPER BID WITH THE HOUSE10 BID.</p> <p>THE PAPER COPY SHALL PREVAIL IF ANY DIFFERENCE EXISTS BETWEEN THE ELECTRONIC COPY AND THE PAPER SUBMITTED.</p> <p>ATTACHMENTS: HOUSE10 - SPECIFICATIONS, 3 PAGES. HOUSE10 - PRICING PAGES, 12 PAGES.</p>						
0001	1	EA		485-15		
BLANKET CONTRACT TO FURNISH HOUSEKEEPING SUPPLIES						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE						

RECEIVED
 2009 OCT 14 PM 12:02
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 631-501-9700 DATE: 10/12/09
 TITLE: President FEIN: 132526262 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

INSTRUCTIONS TO BIDDERS

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



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<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 601-501-9700	DATE 10/12/09	
TITLE President	FEIN 172526262	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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<p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>						

SIGNATURE <i>[Signature]</i>		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE 631-501-9750	DATE 10/15/09
TITLE <i>President</i>	FEIN 172526262	ADDRESS CHANGES TO BE NOTED ABOVE			

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<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p> <p>RFQ. NO.: HOUSE10</p> <p>BID OPENING DATE: 10/15/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">----- 631-501-9709 -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 631-501-9700	DATE 10/12/09
TITLE <i>President</i>	FEIN 132526262	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): <i>Fred Smilow</i>						
***** THIS IS THE END OF RFQ HOUSE10 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Amu</i>	TELEPHONE 631-501-9700	DATE 10/12/09
TITLE <i>President</i>	FEIN 132526262	ADDRESS CHANGES TO BE NOTED ABOVE

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SCOPE

This request for quotation is to establish a statewide contract to supply mops, buckets, brooms and household cleaners for all West Virginia state agencies and political subdivisions. It is the intention to award one contract. However, it may be split by category, if it is judged to be in the best interests of the State of West Virginia

All terms and conditions in the written specifications which are absolute and the compliance with can not be waived. Mandatory terms are indicated by the use of the terms *shall, will must, maximum or minimum.*

General Information

1. All products bid, furnished and delivered must be listed in a current catalog(s) that contains a product line broad enough to meet requirements of this request for quotation in meeting the needs of the State of West Virginia. Each item bid on the pricing page from the catalog should be identified by a reference number.
2. This is a discount from list contract. All housekeeping materials in bidder's catalog shall be covered at the percentage discount listed on the HOUSE10 Pricing Pages. Failure to list the percentage discount on the HOUSE10 pricing page will result in disqualification of the bid.
3. Catalogs must be submitted with the bid. NOTE: Internet catalogs must be submitted in paper format.
4. Vendor shall quote a percentage discount from the lowest price listed in the price list(s)/catalogs submitted. The state prefers a single percentage discount from the price list / categories, but will consider bids containing different percentage discounts for different brands, lists or categories of supplies. **ALL** items on the pricing page must be from the same catalog. Vendors **MAY** submit alternate bids using an additional catalog; but all items on that pricing page **MUST** also be from the same catalog. All items in the discount category must have the exact same discount. (For example, if a bucket on the pricing page has a discount of 40%, EVERY bucket sold must have the 40 % discount.) Bids must plainly and clearly indicate the different classes of products with percentage discount for each. Bids that are not clearly identified by easily identified classes may be disqualified. Bids that have multiple discounts by category **MUST** list a discount for a miscellaneous category that would be applied to any item not identified by a category discount shown. For evaluation purposes, a monetary estimate of quantity has been inserted to give the miscellaneous

category a value in the bid evaluation. **NOTE:** The category discount must be for all items in that category. Bidders shall not offer greater discounts for items on the pricing pages than the category discount offered for that item. Bidders should mark the items and the page numbers in the catalogs that appear on the pricing pages, to assist in the evaluation and verification of the bids.

5. Bidders should attach current catalog/price list to their bid. The discount shall be taken from the lowest price column in the price list. The percentage discount shall be indicated for each list/category, etc. If multiple percentage discounts are bid, the bidder must clearly indicate which list, category, or brand to which the percentage applies. If any discrepancies exist in the prices and the bid schedule and the actual price list and percentage discount bid, the actual price list and percentage bid shall prevail and be corrected by the buyer for evaluation purposes. This catalog(s)/price list(s) will be used with any resulting contract.
6. Successful vendor shall provide catalogs/price lists, at no charge, upon request to various state agencies. Additional price lists/catalogs may be required from the vendor at any time. These shall be provided at no cost to the State. State agencies may obtain the catalogs/price lists by contacting the contract coordinator.
7. The lowest cost, most complete bidder shall be awarded a contract. The discount from list shall remain the same during the entire contract period, including any renewals.
8. The catalog/price list may be updated at renewal. If the Purchasing Division extends the offer to renew and the new catalogs have significant price increases, Purchasing may decline and rebid the commodity.
9. Previous annual expenditures against contract were approximately \$150,000. Amount is shown for informational purposes only and is not to be construed as a guarantee of any future contract usage.
10. Orders shall be delivered within ten (10) working days after orders are received.
11. All bids are to be quoted as F.O.B. destination to any West Virginia location. The minimum order for prepaid shipping to one, in-state destination shall be \$200.00. For orders less than \$200.00, transportation charges (if any) will be invoiced as a separate charge with the original freight bill attached to the invoice. Agencies may make purchases that fall under the \$200.00 limit from a local source to avoid the delivery charges. Note: Stringing orders to circumvent purchasing regulations is expressly prohibited.

12. Verification of product quality is the responsibility of the vendor. The State of West Virginia may require certified mail test data, certifications or samples for testing of material bid. All costs of test samples shall be borne by the vendor as well as freight costs to and from the agency.
13. The successful bidder shall not substitute any other brand products from those awarded, nor sell any additional items under their contract not specifically covered herein, without prior written permission of the Purchasing Division. **Substitution of products will be grounds for cancelling the contract.**
14. Bidders must be a manufacturer or a regular stocking licensed dealer for the products offered at the time of the bid.
15. Successful vendor shall provide quarterly reports and annual summaries showing the quantities, dollar value and agencies (including political subdivisions) which have used this contract. Successful vendor shall also be able to provide report showing the top 50 items purchased during the contract period. This report is mandatory and failure of the successful bidder to supply such reports may be grounds for cancellation of contract.
16. Nonconforming materials shall be returned to the vendor at no expense to the State of West Virginia at any time during the life of this contract.

Reminders to Bidders:

Prior to submitting bids, bidders are cautioned to comply with all mandatory bid requirements.

Bidders shall quote a single discount from price list for all items or shall quote a discount from list by category. If multiple category discounts are given, bidders **MUST** offer a "miscellaneous" discount category for all items that may not be included in the category discount list.

The column for "Diluted Cost/Ounce" is for items that are sold in concentrated form. Do not use this column for items such as bleach. Vendors must submit verification from the manufacture of the dilution ratios used in this column.

Include dated and numbered catalog/price list(s) – Two Sets

Complete the Pricing Pages

If the price list makes reference to prices being subject to change, those terms are null and void. All price changes shall be in accordance with Paragraph 8.

HOUSE10 Pricing Pages

Vendors should complete all columns. Note: Items 7, 14, and 16 require additional information be added in the description column.

Item #	Description	Est. Qty	Equal To	Brand	Size/Wt	Minimum	Vendor	List Unit	Discount	Category	Unit	Diluted	Total
						Order	Item	Price	%		Price	Cost/	
						Quantity	Number				ounce		
1	Cleaner, General, Ammonia Liquid Household-type product with a 6% minimum concentration of NH3.	250	Majestic										
2	Liquid Bleach Household-type product with minimum concentration of 5.25% sodium hypochlorite.	2,500	Majestic										
3	Bleach-free liquid, commercial grade, Pro-quatamary, all-purpose disinfectant cleaner, no-rinse formula		Clorox										
4	Cleaner, liquid, commercial grade, all-purpose disinfectant cleaner, no-rinse formula		Clorox										
5	All Purpose Cleaner/Degreaser		Winans Warrior										
6	Cleaner, General All Purpose Dry Cleaner non-phosphate formulated powder product designed to be added to water to perform various cleaning tasks. Product may be used to clean floors, walls, and equipment.	50	Drackett Easy Pack										
7	Multi-Purpose Cleaner, liquid, odor eliminator and disinfectant, 24 oz spray bottle.		OdoBan										
8	Cleaner, liquid, use where soft to medium water hardness, alkaline.		Oasis 272										
9	Cleaner, wipes, disinfecting.		Clorox										
10	Stainless Polish Towels, premoistened for polishing metal surfaces.		Supper										
11	Floor Cleaner, damp mop, neutral disinfectant, germ killing properties		Spartan Chemical DMQ										
12	Floor cleaner, neutral PH, concentrate, cleaning ability equal to 409 or Fantastic.	500	Winans Valloshine										
13	Floor finish, wax, water based, non-yellowing, slip-resistant surface, superior gloss.		Buckeye										
14	Baseboard Stripper, does not contain ammonia		SFR										
15	Pre-measured floor cleaner - neutral PH.	250	Drackett Easy Pack										

HOUSE10 Pricing Pages

Vendors should complete all columns.														
Item #	Description	Est. Qty	Equal To	Brand	Size/Wt	Minimum Order		Vendor Item Number	List Unit Price	Discount %	Category	Unit Price	Diluted Cost/ounce	Total
						Quantity	Quantity							
16	General dry granular phosphate all purpose cleaner. Formulated for the cleaning of all non-porous surfaces such as floors, bathroom fixtures and other hard surfaces. No rinsing is required after use of the cleaner.	750	Spic & Span											
17	General liquid pine oil with hospital grade disinfectant. Provide EPA Registration Number:	2000	Canberra Husky Pine											
18	General ammoniated liquid concentrate window cleaner, which is to be diluted with water to produce a cleaning solution that will not streak or leave a film residue on the surface of the glass.	150	Cello Glass & Window Cleaner Ammoniated											
19	General non-ammoniated liquid window cleaner, which is to be diluted with water to produce a cleaning solution that will not streak or leave a film residue on the surface of the glass.	175	Brillo											
20	Non-phosphate laundry detergent for washing of clothing in warm water. Detergent will leave the fabric soft and will not irritate super sensitive skin.	500	Cello Concentrated Laundry Detergent											
21	General oil base soap furniture cleaner in a spray pump bottle. Cleaner, for wooden furniture. Formulated to clean wooden paneling and furniture. Use of this soap enhances the appearance of natural wood surfaces. (Equal to Murphy Oil Soap)	200	Murphy's Oil Soap Spray											
22	Spray furniture polish, formulated to remove dust, fingerprints, and light soil from finished surfaces with a light or gentle pressure being applied to a wiping cloth. Polish shall not leave a residue when wiped from the surface.	100	Cello Lemon Kst											

Note: Items 7, 14, and 16 require additional information be added in the description column.

HOUSE10 Pricing Pages

Vendors should complete all columns.													
Item #	Description	Est. Qty	Equal To	Brand	Size/Wt	Minimum Order		List Unit Price	Discount %	Category	Unit Price	Diluted Cost/ounce	Total
						Quantity	Vendor Item Number						
23	Lemon Scented Spray furniture polish; formulated to remove dust, fingerprints, and light soil from finished surfaces with a light or gentle pressure being applied to a wiping cloth. Polish shall not leave a residue when wiped from the surface.	650	Chase Spray Pak Furniture Polish										
24	Non-acid Bathroom cleaner, mild, disinfects and deodorizes.		Spartan NABC										
25	Germicidal disinfectant deodorant spray. Disinfectant spray must be non-toxic, non-allergenic, and must be EPA approved as being effective against saphylococcus aurex, pseudomonas aerugin tuberculosis and micrococcus. Provide EPA Registration #	1500	Winans STAT										
26	22 ounce Windex (or equal) spray bottle	250	Windex										
27	Window and floor squeegees with handles.												
28	Non-caustic Aerosol Oven Cleaner, formulated to remove burnt-on grease and other residues commonly occurring in a kitchen. User must comply with all instructions for the safe use of this material.												
29	Provide % Active Ingredient: Liquid Kitchen Degreaser Cleaner, 1 gallon; NF Falsov or equal. Product must be formulated to remove grease from kitchen grills and equipment. Degreaser must be approved by USDA for use in food service areas. Must lift and remove built-up grease from floor surface and grouting.	250	Mr. Muscle										
30	Liquid Enzyme Drain Opener Liquid Bacteria digester and spotter, must be environmentally acceptable, eliminate odor and form a digesting bio-film on drain lines and traps; must be non-pathogenic.	100	Canberra Husky BioEnzymatic Drain Opener										

Note: Items 7, 14, and 16 require additional information be added in the description column.

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Vendors should complete all columns.													
Item #	Description	Est Qty	Equal To	Brand	Size/Wt	Minimum Order Quantity	Vendor Item Number	List Unit Price	Discount %	Category	Unit Price	Diluted Cost/ounce	Total
31	Non-Acid Bowl Cleaner (Spartan NABC or equal); must be safe and effective acid free bathroom cleaner, disinfectant, deodorant, mildew stat, virucide; fungicidal	100	Canberra Baseline Non Acid Bowl Cleaner										
32	General purpose foampad cleaner.		Mr. Clean Magic Erasers										
33	Scouring pad, nylon with sponge; kitchen cleaning aid	200	Microtron #74	Microtron	40 ct.	1 case	20944	57.26			21.23		105.15
34	Kitchen Scouring Pad Nylon 8"x9"	125	Microtron	Microtron	60 ct	1 case	20941	89.24			11.13		222.6
35	Kitchen Scouring Pad Non-Detergent Stainless Steel; (Disco D104A or equal)	350	Continental	SAM TELL	12 ct	1 box	ELN001V	9.50			5.98		179.40
36	Detergent Kitchen Scouring Pad/detergent (Brillo hotel or equal) Must be constructed of durable material and is to be used as an abrasive pad to the removal of difficult soils or grease from metal surfaces or other nonporous surfaces. Pad may be impregnated with detergent or may have other materials included with the pad to meet a special requirement of the purchaser.	500	Brillo Hotel Size Soap pad	Brillo	12 ct	1 case	29104	69.98			24.69		98.76
37	Chlorinated Scouring Powder (Comet or Equal) Formulated for the fast removal of stain and soils from non-porous surfaces. This product is not intended for use on glassware, fiberglass or plastic materials.	1500	Ajax	ASAX	24/21 ct	1 case	04279	44.22			24.50		1519.50
38	Kitchen Grill Block Scraper (DISCO GB-12 or equal)	50	Continental	ContiW	12 ct	1 case	GB10A	34.16			19.98		99.90

Note: Items 7, 14, and 16 require additional information be added in the description column.

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Vendors should complete all columns.		Note: Items 7, 14, and 16 require additional information be added in the description column.											
Item #	Description	Est. Qty	Equal To	Brand	Size/Wt	Minimum Order Quantity	Vendor Item Number	List Unit Price	Discount %	Category	Unit Price	Diluted Cost/ounce	Total
39	Toilet Cleaner 9% Hypochloric Acid Must be formulated for the removal of rust and urine stains from toilet bowls. Container shall have a directional spout to aid in the application of the cleaner to the surface of the toilet bowl. Users are to read and comply with all instructions for the safe usage of this product.	250	Canberra Baseline Bowl Cleaner.										
40	Toilet Cleaner 20% Hypochloric Acid Must be formulated for the removal of rust and urine stains from toilet bowls. Container shall have a directional spout to aid in the application of the cleaner to the surface of the toilet bowl. Users are to read and comply with all instructions for the safe usage of this product.	125	Wirans Super Bowl										
41	Biodegradable Drain Opener Cleaner pre-measured packet. Must be non-toxic, formulated to open clogged sink and toilet drains without harm to the user, plastic pipes, and septic tank systems. 100% biodegradable	50	Cello Fumeless Drain Opener										
42	Drain Opener Caustic Cleaner Must be a finely ground aluminum chip or flake formulation (minimum of 1% NaOH; minimum 96% NA2CO3), designed to open sinks and toilet drains. This product is highly caustic and must be used with caution. User is to read and comply with all instructions for use.	125	Drano										
43	409 Spray and Wipe Cleaner (or equal)	125	Wirans Spray N Wipe										

HOUSE10 Pricing Pages

Vendors should complete all columns.													
Item #	Description	Est. Qty	Equal To	Brand	Size/Wt	Minimum	Vendor	List Unit	Discount	Category	Unit	Diluted	Total
						Order Quantity	Item Number	Price	%	Price	Cost/ounce		
44	Tub and Tile Cleaner, 1 gallon, non-abrasive disinfectant formulated to remove soap scum and soil from ceramic tile and plastic surfaces without scratching. Non-aerosol formulation is ready to use.	200	Wihans Shower Room Cleaner										
45	Tub and Tile Cleaner Foam Aerosol Spray must be formulated to remove soap scum and soil from ceramic tile and plastic surfaces without scratching.	250	Champion SprayPak Foaming Germicidal										
46	Disinfectant Heavy Duty Bathroom Cleaner, Liquid Concentrate, 24 oz. spray can.		Professional Lysol										
47	Spray Bottle - 22 ounce transparent bottle intended for the convenient handling and dispensing of various cleaning liquids	125	Tolco										
48	Spray Bottle - 32 ounce transparent bottle intended for the convenient handling and dispensing of various cleaning liquids	125	Tolco										
49	Brass and Chrome Polish; cleaner must be suitable for the cleaning of brass and chrome fixtures and leave the cleaned surface with a high gloss finish.	200	Cello Solarine										
50	Urinal Blocks with Para - must eliminate odors at their source;	125	Fresh										
51	Urinal Blocks, non Para - must eliminate odors at their source;	125	Fresh										
52	Toilet Bowl Blocks with Para - must eliminate odors at their source	125	Fresh										
53	Toilet Bowl Blocks, non Para - must eliminate odors at their source	125	Fresh										
54	Urinal Screen-Para Urinal screen with cleaner block	100	Krystal/KRY PBS										
55	Urinal Screen (non-parabowl block) Flexible Screen	100	Krystal/RS 12- SANI										

Note: Items 7, 14, and 16 require additional information be added in the description column.

HOUSE10 Pricing Pages

Vendors should complete all columns.													
Item #	Description	Est. Qty	Equal To	Brand	Size/Wt	Minimum Order Quantity	Vendor Item Number	List Unit Price	Discount %	Category	Unit Price	Diluted Cost/ounce	Total
56	Simple Orange Product must be heavy duty, non-butyl, orange citrus degreaser that removes grease, grime, and tough stains; concentrated product; environmentally friendly; biodegradable, non toxic, non flammable, non-corrosive, non-abrasive	125	Simple Orange										
57	Cleaner, liquid spray, eliminates gooey, sticky, gummy, greasy problems, 16 oz spray.		Goo Gone										
58	Rinse Free, non ammoniated, emulsifier floor stripper, equal to Cello mop and strip	125	Carberra Baseline										
59	Sanitizer, nonporous surfaces, quaternary ammonium compound 10%		Oasis 144 Ammonium Sanitizer										
60	Spic and Span (or equal) Disinfecting all-purpose spray and glass cleaner	125	Spic n Span All purpose Spray & Glass Cleaner										
61	Fire resistant, heavy duty plastic wastebaskets with rolled top edge. Without cover, will not burn, non-metallic type, UL Classified Rectangular and round styles. (40 quart)	50	Rubbermaid #2544	RUBERMAID	40qt	4 pcs	2544	70.60			44.13		2,206.50
62	Refuse container, step-on style, for use in public laboratories, kitchens and hospitals. Containers to have a smooth easy to clean white finish complete with lid on top, controlled by foot pedal. (18 gallon)	50	Rubbermaid #6145	RUBERMAID	18 gallon	4 pc	6145	150.00			93.75		4,687.50
63	Refuse container, step-on style, for use in public laboratories, kitchens and hospitals. Containers to have a smooth easy to clean white finish complete with lid on top, controlled by foot pedal. (12 gallon)	50	Rubbermaid #6144	RUBERMAID	12 gallon	4 pc	6144	191.50			82.19		4,109.50

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HOUSE10 Pricing Pages

Vendors should complete all columns.													
Item #	Description	Est. Qty	Equal To	Brand	Size/Wt	Minimum Order Quantity	Vendor Item Number	List Unit Price	Discount %	Category	Unit Price	Diluted Cost/ounce	Total
64	Wastebasket, flare resistant, heavy duty plastic; rolled top edge, without cover, will not burn, non-metallic type, ul classified. Rectangular and round styles. (28 Quart)	50	Rubbermaid #2543	Contn	28qt	6 pcs	2927	52.80			22.95		1147.50
65	Round garbage containers with covers: Heavy Duty, institutional quality, seamless construction. Boil proof and steam cleanable (235 degrees F.) Molded handles; heavy duty base of container shall accept manufacturer's dolly. (32 gallon)		Rubbermaid 2632/2631	Contn	32 gallon	EACH	3200 / 3201	98.36			41.90		
66	Round Garbage containers with covers, heavy duty, institutional quality; seamless construction. Boil proof and steam cleanable (235 degrees F.) Molded handles; heavy duty base of container shall accept manufacturer's dolly.	25	Rubbermaid 2635/2654	Contn	55 gallon	EACH	5500 / 5501	141.00			65.25		1631.25
67	Conversion dolly with casters for above	25	Rubbermaid #2640	Contn		EACH	3255	68.98			24.50		612.50
68	Square big wheel container, general refuse container with swing back top. Unit designed with large wheels for movement of container over curbs and steps.		Rubbermaid #3559	ROUND	50 gallon	2 PCS	910 / 270	150.00			93.75		
69	Water pails; hot dipped in molten zinc after forming; raised bottom, plain galvanized wire gail, heavy stamp riveted or wing ears. (10 quart)		Rubbermaid 2963	IMPACT	10 qt	6 pcs	410	25.00			15.95		
70	Water Pail; heavy duty plastic with rounded edges and a heavy wire bail. (10 quart)		Rubbermaid #2963	Contn	10qt	1 pc	8100	11.20			5.25		
71	Water Pail; heavy duty plastic with rounded edges and heavy wire bail. (14 quart)		Rubbermaid #2614	Contn	14qt	1 pc	8114	17.60			8.45		
72	Waste receptacles, self-closing counter balance door closure. Round top style; durable construction for indoor or outdoor use. Factory mutual approved for fire safety.		Rubbermaid #2614										
73	Buffing pad for burnishing with 1500 RPM up 3000 RPM.												

Note: Items 7, 14, and 16 require additional information be added in the description column.

HOUSE10 Pricing Pages

Vendors should complete all columns. Note: Items 7, 14, and 16 require additional information be added in the description column.

Item #	Description	Est. Qty	Equal To	Brand	Size/Wt	Minimum Order Quantity	Vendor Item Number	List Unit Price	Discount %	Category	Unit Price	Diluted Cost/ounce	Total
74	Broom-brush specifications Brush, floor, fine and medium, 14" synthetic fiber		Marino #BF219SF14										
75	Brush, floor, fine and medium, 18" synthetic fiber		Weiler #77013	Cont'n	18"	100	F06208	14.54					
76	Brush, floor, fine and medium, 24" synthetic fiber		Weiler #77014	Cont'n	24"	100	F06204	20.04					
77	Brush, floor, fine and medium, 30" synthetic fiber		Flatt #70126										
78	Brush, floor, fine and medium, 36" synthetic fiber		Marino #BR219SF36	Cont'n	36"	100	F06206	36.86					14.40
79	Handle for fine & medium sweeping: Handle is constructed of close grain species of hardwood with a smooth lacquer finish. Handle length is 0" and has a diameter of 1 1/8". Sturdy tapered cut threaded end with a 3/4" #5 acme thread to fit the fine and medium brushes.		Weiler #75513	Cont'n	60"	100	M16560	7.20					3.20
80	Bi-level rotating joint Scrub Brush for floor with Crimped Polypropylene that rotates 360 degrees with threaded handles.			Cont'n	16 1/2"	100	F06500	12.30					5.49
Specifications for Medium & Rough Sweeping (without handles)													
Brush is designed for the sweeping of rough floor surfaces. Block is lacquer finished hardwood, close grain species, two handle holes equal distance from each end at approximately 35 degree angle, tapered with 3/4" #5 acme thread. Bristles material is inserted into 1/4" hole. Bristle trim length shall be specified length + or - 1/4". Polymer solvent resistant synthetic fiber has a diameter of .30" and length of 3 1/4". Bassine fiber a shall be stiff high quality fiber and have a length of 4".													
81	Brush, floor, medium and rough, 14" bassine		Flatt #70200										
82	Brush, floor, medium and rough, 24" bassine		Flatt #77033	Cont'n	24"	100	F10200	15.98					6.24
Specifications for Rough Sweeping (without handles)													
Brush is designed for the sweeping of rough floor surfaces. Block is lacquer finished hardwood, close grain species; two handle holes equal distance from each end at approximately 45 degree angle. Minimum dimension of block shall be 1 1/8" thick, 3 1/2" wide x length given for each item. Fiber length shall be +/- 1/4". Copolymer solvent resistant synthetic fiber shall be 5 1/8" in length. African sheeps bassine fiber shall be 6 1/4" in length													
83	Brush, floor, rough, 16" African Shero		Flatt #70203	Cont'n	16"	100	F20106	14.64					8.56

HOUSE10 Pricing Pages

Vendors should complete all columns.													
Item #	Description	Est. Qty	Equal To	Brand	Size/Wt	Minimum Order Quantity	Vendor Item Number	List Unit Price	Discount %	Category	Unit Price	Diluted Cost/ounce	Total
84	Brush, floor, rough, 16" synthetic fiber		Flat #70211										
85	Handle for rough sweeping must be constructed of close grain species of hardwood with a smooth lacquer finish. Handle length is 54" and has a diameter of 1 1/8". Sturdy tapered end to fit the rough sweeping floor brush.												
	Cut end wet mop heads: four-ply, cut end natural yarn; absorbent cotton for general mopping; heavy duty vinyl mesh headbands. Premium standard head												
86	16 ounce		UNS 2316C	Cont'n	16oz	12pc	A927110	3.24			1.88		
87	20 ounce		UNS 220C		20oz	12pc	A937114	4.10			2.30		
88	24 ounce		UNS 224C		24oz	12pc	A947118	4.52			2.85		
	Cut end wet mop heads: four-ply, cut end natural yarn; absorbent rayon heavy duty vinyl mesh headbands. Premium standard head												
89	16 ounce		UNS 216R	Cont'n	16oz	12pc	A928110	4.88			2.47		
90	20 ounce		UNS 220R		20oz	12pc	A938114	5.24			3.00		
91	24 ounce		UNS 224R		24oz	12pc	A948118	6.24			3.65		
92	Super loop head; 5 inch vinyl mesh 12/CS - small				small	12pc	A02011	8.86			4.64		
93	Super loop head; 5 inch vinyl mesh 12/CS - medium				med	12pc	A02011	11.36			5.90		
94	Dust mop heads; size 18 X 6 1/2; blue color slot top clip on closer												
95	Toilet bowl Mop - made of plastic handles and a non-absorbant acrylic head.				12"x25"	12pc	655000	104			1604		
96	Looped end mop heads with wide bands at the top. 16oz and 24oz - medium				med	12pc	A110103	6.44			3.92		
97	Looped end mop heads with wide bands at the top. 16oz and 24oz - large				large	12pc	A110103	8.22			4.99		
98	Wet mop handles fiberglass small and large. Side release gate for fast and easy mop change.				60"	6pc	A703112	19.90			8.38		
99	Dust mop heads; 4-ply cotton blend with looped ends. 24" X 5"				24"x5"	12pc	C041029	18.16			8.45		

Note: Items 7, 14, and 16 require additional information be added in the description column.

HOUSE10 Pricing Pages

Vendors should complete all columns.										Note: Items 7, 14, and 16 require additional information be added in the description column.									
Item #	Description	Est. Qty	Equal To	Brand	Size/Wt	Minimum Order	Quantity	Vendor Item Number	List Unit Price	Discount %	Category	Unit Price	Diluted Cost/ounce	Total					
100	Dust mop frame and handle swivel and snap. 24" x 5"			Contim	24x5 1/2	6pc	6pc	190209	6.10			2.38	7	8.01					
				Contim	60H	6pc	6pc	180106	14.82			5.64							
	Mop Buckets																		
99	35 Qt. Yellow with a down press wringer.			Contim	35 Qt	1pc	1pc	395914	70.94			70.94							
<p>NOTE: Items that are intended for diluted use MUST include Manufacturer's information on dilution ratios.</p> <p>List Discount Percentages:</p> <p>(Use additional sheets if needed for number of discount percentages being offered.)</p>																			
	Category	%																	
1																			
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Vendors should complete the contract coordinator information below:

CERTIFICATE

HOUSE10

By submitting a signed bid for HOUSE10 (housekeeping materials) – vendor hereby certifies under penalty of fraud that all mandatory specifications contained in the Request for Quotation are met.

Vendor (Type Name of Company)

**SAM TELL AND SON INC.
300 SMITH STREET
FARMINGDALE, NY 11735**

Address

MARC TELL

Name (Type Name)

President

Title

Marc Tell

Signature

10/12/09

Date

Note: No contract shall be awarded prior to receipt of this certification.

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: SAM TELL AND SON INC. Signed: [Signature]
 Date: 10/12/05 Title: President

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

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

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

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

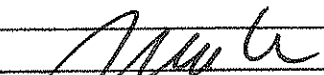
LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: _____
Authorized Signature:  Date: 10/21/09

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

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

INSTRUCTIONS TO BIDDERS

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