

VENDOR

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

Request for Quotation

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HST1023

PAGE 1

ADDRESS CORRESP	ONDENCE TO ATTENTION OF:
FRANK WHITTAKE	
304-558-2314	·

REQ COPY
TYPE NAME/ADDRESS HERE

CLOVINGER PARKEME

POYN MILTOD DR.

POSSMICH, PA 15102

HEALTH, SAFETY AND TRAINING OFFICE OF MINERS' 1615 WASHINGTON STREET EAST

CHARLESTON, WV 25311

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CRONMILLER MARKETING

2047 Milford Drive • Bethel Park, PA 15102

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

ATTN: HST1023

We are pleased to respond to your request for quotation for clothing for the department of Health, Safety and Training.

Cronmiller Marketing has been in business since 1948 providing imprinted merchandise, clothing and safety programs. Our pricing includes all garments per your request, decorated where specified and fulfilled as needed. We have a 35 year history of providing merchandise for the coal industry.

We will need additional specifications for the reflective striping to properly quote the additional costs. There are a variety of ANSI specifications which will dictate the amount and placement of the reflective material. We will work with you to determine the best options for your needs.

We are agreeing to fulfill all of the requirements of the RFQ and look forward to working with the State of West Virginia on this project.

Thank you,

Spho

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

- 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Divisio and have paid the required \$125 fee.
- 4. 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 good this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual writter agreement of the parties.
- 12. 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.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associat Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htr and 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.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any sucle 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 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.pd
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws an requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretar of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor mus 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.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees the if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interes 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, limite-liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment c 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.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. 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
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

HST1023

ADDRESS CORRESPONDENCE

FRANK WHITTAKER 304-558-2316

SHIP

HEALTH, SAFETY AND TRAINING OFFICE OF MINERS' 1615 WASHINGTON STREET EAST

CHARLESTON, WV 25311

DATE PRINTED TERMS OF SALE SHIP VIA FOB. FREIGHTTERMS 03/31/2010 BID OPENING DATE: 04/29/2010 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT CONTRACT. 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. 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. 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 TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. 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. COPY OF THE WV-39 SHALL BE MAILED TO THE THE ORIGINAL SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE

FEIN

TELEPHONE

ADDRESS CHANGES TO BE NOTED ABOVE



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RFQ COPY

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FRANK WHITTAKER 304-558-2316

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HEALTH, SAFETY AND TRAINING OFFICE OF MINERS' 1615 WASHINGTON STREET EAST

CHARLESTON, WV 25311

D3/31/2010 BID OPENING TIME 01:30PM WENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. 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. 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. REV. 05/26/2009 THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDORS. WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FALURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO MAIVE MINDS TRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST SEER REVERSES DEFORTERM AND CONDITIONS BUILDING 15 2019 WASHINGTON STREET, EAST ADDRESS CHANGES TO BE NOTED ABOVE	DATE PRIN	ITED	ERMS OF SALE	SH	IP VIA	F.O.B.	FREIGHT TERMS
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State of West Kirginia Hequest 101
Department of Alministration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for

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FRANK WHITTAKER 304-558-2316

HEALTH, SAFETY AND TRAINING OFFICE OF MINERS' 1615 WASHINGTON STREET EAST

ADDRESS CORRESPONDENCE TO ATTENTION OF

ADDRESS CHANGES TO BE NOTED ABOVE

CHARLESTON, WV 25311

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 03/31/2010 BID OPENING DATE: 04/29/2010 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: 44 RFQ. NO.: HST1023 BID OPENING DATE: 04/29/2010 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: CONTACT PERSON (PLEASE PRINT CLEARLY): BILL BRODIE SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE

FEIN

RFQ HST1023 West Virginia Dept. of Health, Safety and Training

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2800 Polo shirt, 100% cotton 6 oz, various colors	Work socks, cotton blend, navy	Women's dress pant, cotton 5% spandex, 8639 navy/khaki	2630 Men's dress pant, 100% cotton, navy/khaki	2630 Men's dress pant, 100% cotton, navy/khaki	70/30	Women's Long sleeve shirt, blended twill 4oz	70/30	Women's Long sleeve shirt, blended twill 4oz	Long sleeve shirt, blended twill 4oz 70/30	148 Long sleeve shirt, blended twill 4oz 70/30	CK8264 Hooded sweatsdhirt, navy	CK8264 Hooded sweatsdhirt, navy	CK8264 Hooded sweatsdhirt, navy	CD1954 Jacket, 12 oz sandstone, navy	CD1954 Jacket, 12 oz sandstone, navy	CD1954 Jacket, 12 oz sandstone, navy	1948 Double knee work pants navy	1948 Double knee work pants navy	1981 Work pants, denim, 19" leg navy	1981 Work pants, denim, 19" leg navy	CD8344 Coveralls, barrier wear, insulated navy	CD8344 Coveralls, barrier wear, insulated navy	CT410 Coveralls, barrier wear, non-insulated navy	CT410 Coveralls, barrier wear, non-insulated navy	Description
S-XL		4-16	34-60	30-32	42-48		28-40		2XL-4XL	S-XL	L-4XLT	3XL-4XL	S-2XL	L-4XLT	3XL-5XL	S-2XL	3XL-4XL	S-2XL	45-54	28-40	3XL-4XL	S-2XL	3XL-4XL	S-2XL	Size
60	100	15	50	50	10		10		70	50	20	35	25	20	35	20	50	50	50	50	20	50	20	50	Quantity
\$12.00	\$6.95	\$32.50	\$38.20	\$31.50	\$26.99		\$24.99		\$29.25	\$26.25	\$44.95	\$41.95	\$37.95	\$66.95	\$64.50	\$59.50	\$35.95	\$28.95	\$25.95	\$22.95	\$94.95	\$88.95	\$48.95	\$44.95	Unit Price
\$720.00	\$695.00	\$487.50	\$1,910.00	\$1,575.00	\$269.90		\$249.90		\$2,047.50	\$1,312.50	\$899.00	\$1,468.25	\$948.75	\$1,339.00	\$2,257.50	\$1,190.00	\$1,797.50	\$1,447.50	\$1,297.50	\$1,147.50	\$1,899.00	\$4,447.50	\$979.00	\$2,247.50	Total

RFQ HST1023 West Virginia Dept. of Health, Safety and Training

\$20.50 \$1,025.00		50	/ 2XL-4XL	Work shirts short/long sleeve industrial, navy 2XL-4XL	Dickie	
\$975.00	\$19.50	50	/ S-XL	Work shirts short/long sleeve industrial, navy S-XL	16 Dickie	1
\$27.00 \$1,080.00		40	1 46-60	Belts, 1.5" heavy top grain leather brass buckl 46-60		
\$25.00 \$1,500.00		60	128-44	Belts, 1.5" heavy top grain leather brass buckl 28-44	01	15
			•			
\$500.00	\$25.00	20	2XL-4XL	air 828 blue	Tri Mountair	
				Short sleeve denim shirt, 7 oz garment wash		
\$420.00	\$21.00	20	S-XL	air 828 blue	14 Tri Mountair	1,
				Short sleeve denim shirt, 7 oz garment wash		
\$25.50 \$1,020.00		40	2XL-4XL	air 829 blue	Tri Mountair	
				Long sleeve denim shirt, 7 oz garment wash		
\$645.00	\$21.50	30	S-XL	air 829 blue	13 Tri Mountair	1.
				Long sleeve denim shirt, 7 oz garment wash		
\$497.50	\$9.95	50	2XL-4XL	CK1001 T-shirt, 6 oz 100% cotton navy	Bayside	
\$397.50	\$7.95	50	S-XL	CK1001 T-shirt, 6 oz 100% cotton navy	12 Big Bill	12
\$900.00	\$15.00	60	2XL-4XL	2800 Polo shirt, 100% cotton 6 oz, various colors	Gildan	

UNIT PRICE EXTENDED PRICE
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	HS1-1023					
ITEM #	DESCRIPTION		BID REQUEST	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
6	MEN'S LONG SLEEVE SHIRT	SIZE	S-XL	50		_
1 1	!	0,22.	2XL - 4XL	70		
	WEARGUARD OR EQUAL		2AL - 4AL	701		
	BLENDED TWILL SHIRTS - SOIL-RELEASE					
	FINISH MINIMUM 4-OZ 70% COTTON					
	30%POLYESTER					1
	!					
	EMBLEM ON LEFT CHEST					
	COLOR: STANDARD NAVY BLUE / KHAKI					1
	WOMENIO LONG OFFICE CURT	CIZE	28 - 40	10		
1 ' 1	WOMEN'S LONG SLEEVE SHIRT	SIZE.				<u> </u>
	WEARGUARD OR EQUAL		42 - 48	10		-
]	BLENDED TWILL SHIRTS - STAIN					
1	RESISTANT MINIMUM 4.5-OZ 70%		ŧ			
1	l i		1			8
	COTTON 30%POLYESTER					
	EMBLEM ON LEFT CHEST		1			•
	COLOR: NAVY BLUE / KHAKI					1
	OCCUR. NAVI DECENTRATIO					
		C131	00 00	50		
1 .	MEN'S DRESS PANTS	SIZE:	30 - 32			<u> </u>
	DOCKERS OR EQUAL		34 - 60	50		
	MIDWEIGHT 100% COTTON					1
	PLEATED STYLE 41850		Į.			
		ł				ı
	COLOR: NAVY BLUE / KHAKI	Chris not the own the own				
					Colorador de Carta da Carta de Carta d	
9	WOMEN'S DRESS PANTS	SIZE:	4 - 16	15		-
1 -	DOCKERS OR EQUAL					-
1						
	COTTON / MAXIMUM 5% SPANDEX					
	REGULAR FIT	l				
	COLOR: NAVY BLUE / KHAKI					
Pand		3.4.5	nos Alberta de Sala Sala Sala Sala Sala Sala Sala Sal			
40	WORK SOCKS	SIZE:		100		-
10		012.				
1	CARHARTT OR EQUAL					
	COTTON BLEND WORK SOCKS		ł .			
	COLOR: NAVY BLUE					
**********	COLOR, MAY I DECE	S 200 V (S A 1950)				
33.60				201		
11	MEN & WOMENS POLO SHIRTS	SIZE:	S-XL	60		-
	GILDAN 2800 OR EQUAL		2XL - 4XL	60		
ļ	COTTON MINUMUM 6 OZ - 100% COTTON		1			
į			į			ï
ļ	JERSEY PRE-SHRUNK - 3 BUTTON					
Í	COLOR: VARIOUS	l				

	OUGDE OF THE TOURT WINDOWS CORES					
1	SHORT SLEEVE T-SHIRT W/MHST SCREEN			ا م		
	PRINT	SIZE:	S-XL	50		-
ĺ	AST BAYSIDE 7100 OR EQUAL	1	2XL - 4XL	50		-
	MINIMUM 6-OZ., JERSEY KNIT, 100%	1				
1						
1	COTTON, WASHED AND PRESHRUNK,					
	FOR MEN OR WOMEN, WITH POCKETS	ł				
	COLOR: NAVY BLUE					
	COLOR. MAY EDLOL	L	<u> </u>			

	HS1-1023					
ITEM #	DESCRIPTION		BID REQUEST	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
	LONG SLEEVE DENIM SHIRT					
13	W/EMBROIDERY TRI MOUNTAIN 829 OR EQUAL	SIZE:	S - XL 2XL - 4XL	30 40		-
	MINIMUM 7-OZ. DENIM, GARMENT WASHED, BUTTON DOWN COLLAR, WITH			_		
	2 BUTTON CUFF					
	EMBROIDERED ON LEFT CHEST COLOR: BLUE					
14	SHORT SLEEVE DENIM SHIRT W/EMBROIDERY	SIZE:	S - XL	20		-
	TRI MOUNTAIN 828 OR EQUAL MINIMUM 7-OZ. DENIM, GARMENT		2XL - 4XL	20		
	WASHED, BUTTON DOWN COLLAR					
	EMBROIDERED ON LEFT CHEST COLOR: BLUE					
6200				60		
15	BELTS 1.5" WIDE, HEAVY DUTY TOP GRAIN	SIZE	28 - 44	60		
	LEATHER, BUCKLE BRASS WITH SILVER TONE	ļ	46 - 60	40		_
	COLOR: BLACK/BROWN REVERSIBLE					-
16	MEN & WOMENS WORK SHIRTS DICKIE OR EQUAL	SIZE:	S - XL 2XL - 4XL	50 50		-
	PREMIUM INDUSTRIAL SHORT/LONG			,		
	SLEEVE WITH POCKETS EMBROIDERED ON LEFT CHEST					
	COLOR: NAVY BLUE					
	TOTAL BID					\$

VENDOR SHALL PROVIDE QUARTERLY AND ANNUAL SUMMARIES SHOWING THE QUANTITIES AND DOLLAR VALUE OF EACH ITEM ORDERED UNDER THIS CONTRACT. THIS REPORT IS MANDATORY.

VENDOR MUST BE ABLE TO IRON/SEW ON REFLECTIVE MATERIAL ON WORK PANTS, WORK SHIRTS AND COVERALLS. GOLD REFLECTIVE MATERIAL

EMBROIDERY: ARTWORK SAMPLES WILL BE MADE AVAILABLE TO THE SUCCESSFUL BIDDER.

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1 TO 1 A 44	DESCRIPTION		BID REQUEST	OHANTITY	UNIT PRICE	EXTENDED PRICE
ITEM #	DESCRIPTION			Q0/ 41111	0	

THE VENDOR SHALL MAINTAIN SUFFICIENT INVENTORY LEVELS FOR ALL UNIFORMS BASED ON SEASONAL FLUCTUATIONS. THE VENDOR SHALL SHIP ALL ORDERS TO THE EMPLOYEE'S WORK LOCATION THROUGHOUT THE STATE. THE VENDOR SHALL SHIP ALL ORDERS AND EXCHANGES WITHIN 10 DAYS OF RECEIPT OR NOTIFY THE AGENCY AND EMPLOYEE OF BACK-ORDER STATUS.

VENDOR SHALL WORK JOINTLY WITH MINERS' HEALTH SAFETY & TRAINING IN DEVELOPING AN ORDER FORM AND CATALOGUE. THE CATALOGUE SHALL HAVE A GRAPHICAL AND TEXT DESCRIPTION OF ALL ITEMS ON THE CONTRACT.

ALL ORDERS FULFILLED ON THIS CONTRACT SHALL BE MADE USING WV VISA PURCHASING CARD.

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.

*Check	Check any combination of preference consideration(s) indicated above, which you are entitled to receive.	
	Date: Title:	
Bidder	Sidder: Signed:	
and ac	Inder penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certif nd accurate in all respects; and that if a contract is issued to Bidder and if anything cor hanges during the term of the contract, Bidder will notify the Purchasing Division in wri	itained within this certificate
authoriz the req deeme	by submission of this certificate, Bidder agrees to disclose any reasonably requested information uthorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information ne required business taxes, provided that such information does not contain the amounts of taxes eemed by the Tax Commissioner to be confidential.	on ventying that Bidder has paid s paid nor any other information
require against or dedu	idder understands if the Secretary of Revenue determines that a Bidder receiving preference ha equirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject gainst such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be r deducted from any unpaid balance on the contract or purchase order.	the bid; or (b) assess a penalty e paid to the contracting agency
6.	Bidder is a resident vendor who is a veteran of the United States armed forces, the reservences of producing or distributing the commodities or completing the project which is the continuously over the entire term of the project, on average at least seventy-five percent residents of West Virginia who have resided in the state continuously for the two immedia	res or the National Guard, if, for e subject of the vendor's bid and of the vendor's employees are tely preceding years.
5. ——	Bidder is an individual resident vendor who is a veteran of the United States armed forces, the and has resided in West Virginia continuously for the four years immediately precedin submitted; or,	e reserves or the National Guard g the date on which the bid is
4.	Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and	
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 i affiliate or subsidiary which maintains its headquarters or principal place of business will minimum of one hundred state residents who certifies that, during the life of the contract, employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia continuously for the two years immediately preceding submission of this bid; or,	thin West Virginia employing a on average at least 75% of the
2.	Bidder is a resident vendor who certifies that, during the life of the contract, on average working on the project being bid are residents of West Virginia who have resided in the state immediately preceding submission of this bid; or,	at least 75% of the employees e continuously for the two years
	business continuously in West Virginia for four (4) years immediately preceding the date of ownership interest of Bidder is held by another individual, partnership, association or corpo maintained its headquarters or principal place of business continuously in West Virginia preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum and which has maintained its headquarters or principal place of business within West Virginia years immediately preceding the date of this certification; or,	f this certification; or 80% of the ration resident vendor who has for four (4) years immediately not one hundred state residents
1.	 Bidder is an individual resident vendor and has resided continuously in West Virginia for four ing the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its heap 	eadquarters or principal place of

W.			
	RFQ No.		

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

WITNESS THE FOLLOWING SIGNAT	URE M.	
Vendor's Name:	USD MASILOTAD	
Authorized Signature:	1Kgpby Date: 4-28-10	_
State of PENNSYLVANIA		
County of ALLEGHENY.	to-wit:	
Taken, subscribed, and sworn to before	e me this $\frac{28}{28}$ day of $\frac{APRIL}{}$, $\frac{20}{}$.	
My Commission expires	6-26, 20 10.	
AFFIX SEAL HERE	NOTARY PUBLIC Arrand Juckson	
	COMMONWEALTH OF PENNSYLVANIA	
	Notarial Seal Sandra L. Jackson, Notary Public Sandra L. Jackson, Notary	

My Commission Expires June 26, 2010

My Commission Paragraphics of Notaries

Member, Panasylvi Purchasing Affidavit (Revised 12/15/09)