



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

Request for Quotation

ORIGINAL

RFQ NUMBER
RJC691

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

Bob Barker Company, Inc.
 134 N. Main Street
 Fuquay Varina, NC 27526

REG'L JAIL & CORR'L AUTH'Y
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/17/2010				

BID OPENING DATE: **09/02/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		095-00-99-000		
PERSONAL HYGIENE PRODUCTS						
OPEN-END CONTRACT TO PROVIDE PERSONAL HYGIENE PRODUCTS TO THE WEST VIRGINIA REGIONAL JAIL & CORRECTIONAL AUTHORITY, AND ANY OTHER AUTHORIZED STATE AGENCY, PER THE ATTACHED SPECIFICATIONS AND BID FORM.						
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 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.						
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.						
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						

RECEIVED
 2010 SEP -1 A 10:19
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Mary Shea</i>	800-334-9880	8/25/10	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>Pricing Specialist</i>	86-1558062		

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division 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 goods 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 written 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 Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm 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 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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

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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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	(1) YEAR PERIODS.					
<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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mary Shea</i>	TELEPHONE 800-334-9880	DATE 8/25/10
TITLE <i>Priscilla Spawling</i>	FEIN 56-1558062	ADDRESS CHANGES TO BE NOTED ABOVE

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<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>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</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> <p>NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Mary Shea</i>	TELEPHONE	800-334-9880	DATE	8/25/10
TITLE	Pricing Specialist	FEIN	56-1558062	ADDRESS CHANGES TO BE NOTED ABOVE	

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<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: 32-----</p> <p>RFQ. NO.: RJC691-----</p> <p>BID OPENING DATE: 9/2/2010-----</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: 800-322-7537</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Mary Shea</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mary Shea</i>	TELEPHONE 800-334-9880	DATE 8/28/10
TITLE <i>Procurement Specialist</i> FEIN 56-1588062	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'

**BID SPECIFICATIONS
SECURITY HYGIENE
RJC691**

SCOPE

This request for quotation is to establish an Agency contract for the West Virginia Regional Jail and Correctional Facility Authority to supply various personal care/hygiene products for use in Correctional Institutions. This contract may be utilized by other state agencies requiring similar safety and security requirements. These products must be specifically tailored in size, quantity and/or packaging for use in a correctional institution environment. It is the intention of this agency to award one contract however, it may be split by category, if it is judged to be in the best interest of the State of West Virginia. Vendors may bid one or more catalogs to supply these products.

**** This contract SHALL not include identical products currently available on other State wide contracts.

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

General Information

- 1) Vendor shall quote a percentage discount from the lowest price listed in the price list(s)/catalog submitted. The Agency is requesting a single percentage discount from the price list per category. All items in the discount category must have the exact same discount. (For example, if a personal care product in the category has a discount of 40%, EVERY personal care product sold in that category must have the same 40% discount). Vendors MAY submit alternate bids using a separate or additional catalogs. Bids must plainly and clearly indicate the different classes of products with percentage discounts for each. Bids that are not clearly identified, by easily identified classes, may be disqualified. For evaluation purposes, an 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. The categories are listed below:

**Tooth & Lip Care
Hair Care
Soap
Antiperspirant/Deodorant
Feminine Care
Razors/Shave
Misc.**

- 2) Certain items within some categories must be specifically designed and packaged for use in Correctional Institutions. Those items are more clearly defined below and identified on the Pricing Page;
 - Toothpaste (paste or gel) must be available in clear or see-through packages or tubes;
 - Gel Toothpaste must be available in red;
 - Toothbrushes must be sealed and available in clear or see-through packages;
 - No-Shank toothbrushes must be made of a translucent material;
 - All Shampoos must be available in clear or see through packets or bottles;
 - All Soaps must be available in clear or see through packaging;
 - All Deodorants, Antiperspirant/Deodorant must be available in see through packaging;
 - Sanitary Napkins must have adhesive strip; be powder free; individually wrapped and available in bulk packaging;
 - Tampons must be fragrance free; individually wrapped and available in bulk packaging;
 - Razors must be Disposable, Stainless Steel Single Blade with a clear safety cap, and available in bulk packaging;
 - Shave Gel must be available in single use clear or see through packets;
 - Soap Boxes must be hinged and constructed of clear material;
 - Lice shampoo must be available in 1 Gallon size with pump; formula must be non-foaming and fast acting.
- 3) Current catalogs **MUST** be submitted with the bid. **NOTE:** Internet catalogs must be submitted in paper format. All products bid, furnished and delivered must be listed in vendor's current catalog that contains product lines broad enough to meet the needs of the Agency. Each item listed on the Bid Form must be identified by a reference number from your current catalog.
- 4) Successful vendor shall provide catalogs/price list, at no charge, upon request to the various correctional institutions. Additional price catalogs/price list may be required from the vendor at any time. These shall be provided at no cost to the State. Correctional Institutions may obtain the catalogs/price list by contacting the contract coordinator.
- 5) The catalog/price list may be updated at renewal. If the Agency and Purchasing Division extends the offer to renew and the new catalogs have significant price increases, the Agency or the Purchasing Division may decline and re-bid the commodity.
- 6) Orders shall be delivered within five (5) working days after orders are received.
- 7) All bids are to be quoted as F.O.B. destination to any facility location. The minimum order for prepaid shipping to one, facility destination shall be \$200.00. For orders less than \$200.00, transportation charges (if any) may be invoiced as a separate charge with the original freight bill attached to the invoice. Facilities may make purchases that fall under the \$200.00 limit from a local source to avoid the delivery charges only in the event of an authorized emergency.

- 8) Verification of product quality is the responsibility of the vendor. The Agency may require certified mail test data, certifications or samples for testing of the commodity(s) bid. All costs of test samples shall be borne by the vendor as well as freight costs to and from the agency.
- 9) 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 cancellation of the contract.
- 10) Bidders must be a manufacturer or a regular stocking licensed dealer for the products offered at the time of bid.
- 11) Successful vendor shall provide quarterly reports and annual summaries showing quantities, dollar value and facilities which have used this contract at the Agency's request. Should these reports be requested, the vendor should submit them to the Procurement Officer of the requesting agency.
- 12) Non conforming 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.
- 13) Internet Access – Vendor should be able to provide internet access. If the vendor has such capabilities, this should be so noted in their quotation and shall describe the process for setting up such ordering for state agencies. However, Internet access is not a mandatory requirement.

Reminder to Bidders:

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

Bidders shall quote a single discount for all items within a single category.
 Include dated and numbered catalog/price list(s) – Two Sets
 Please supply an electronic copy of catalog/price list(s).

Complete the Pricing Pages – including the name and other requested information of the contract coordinator who will respond to agency inquiries on using the contract.

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 5 of this request.

Samples MAY be requested during the bid evaluation. Samples shall be received within seven (7) days after request is made and at no cost to the State of West Virginia.

Certain items within some categories must be specifically designed and packaged for use in Correctional Institutions. Those items are more clearly defined in Paragraph 2 and identified on the Pricing Page.

The West Virginia Regional Jail Authority facilities utilizing this contract are as follows;

- Central Regional Jail -
300 Days Drive
Sutton, WV 26601
- Potomac Highlands Regional Jail
#13 Dolan Drive
Augusta, WV 26704
- South Central Regional Jail
1001 Centre Way
Charleston, WV 25309
- Southwestern Regional Jail
Earl Ray Tomblin Industrial Park
13 Gaston Caperton Drive
Holden, WV 25625
- Southern Regional Jail
1200 Airport Road
Beaver, WV 25813
- Eastern Regional Jail
94 Grapevine Road
Martinsburg, WV 25405
- Tygart Valley Regional Jail
400 Abby Road
Belington, WV 26250
- North Central Regional Jail
#1 Lois Lane
Greenwood, WV 26415
- Western Regional Jail
One O'Hanlon Place
Barboursville, WV 25504
- Northern Regional Jail
Rd. 2, Box 1
Moundsville, WV 26041

Division of Juvenile Services facilities that will also utilize this contract include;

- WV Industrial Home for Youth
7 Industrial Blvd.,
Industrial, WV 26375
- Rubenstein Center
141 Forestry Camp Road
Davis, WV 26260
- Donald R. Kuhn Center
One Lory Place
Julian, WV 25529
- Lorrie Yeager Juvenile Center
907 Mission Drive
Parkersburg, WV 26101
- Sam Perdue Juvenile Center
843 Shelter Road,
Princeton, WV 24740
- Tiger Morton Juvenile Center
60 Manfred Holland Way
Dunbar, WV 25064
- Vicki Douglas Juvenile Center
900 Emmett Roush Drive
Martinsburg, WV 25401
- J.M. Chick Buckbee Juvenile Center
One Jerry Lane
Augusta, WV 26704
- Gene Spadaro Juvenile Center
106 Martin Drive
Mt. Hope, WV 25880
- Robert Shell Juvenile Center
2 O'Hanlon Place
Barboursville, WV 25504

BID FORM for RJC691

Item	Description	Size	Reference or Product #	A *Est. Annual Usage/EA.	B Number of Items Per Case or Lot	C Price per Case / Lot	D Unit List Price	E Percent % Discount by Category	F Net Unit Price (1-Col E) * Col D	G Extended Price Col A * Col F	H Total by Category
Tooth & Lip Care											
1	Toothpaste w/ Fluoride - Clear, Clear or See Thru Packet	.15 oz	MS TP	32,000	1000	82.69	.0823	30	.0579	1852.26	57.86
2	Toothpaste w/ Fluoride - Tube, Clear or See Thru Package, Nature Mint or Equal	.6 oz	MS300	12,000	144	26.25	.1823		.1276	1581.24	183.7
3	Red Gel Toothpaste w/ Fluoride Tube, Clear or See Thru Packaging	.85 oz	R685	147,000	144	35.23	.2447		.1713	25174.49	24.66
4	Toothbrush - Sealed in Clear or See Thru Packaging	3 1/4"	BB5T25	134,000	144	9.95	.069		.4836	6480.64	6.96
5	No Shank Toothbrush - Translucent material		NS TB	4,900	100	62.81	.6281		.4397	2154.38	43.76
Total of Column G lines 1 - 5											37193.00
Shampoos											
6	Shampoo - Clear or See Thru Bottles	4 oz	MS4	17,000	60	27.25	.4542	5	.4315	7334.68	25.88
7	Shampoo - Clear or See Thru Bottles	2 oz	MS2	52,000	96	23.35	.2432		.2310	12015.07	22.20
8	Shampoo w/Conditioner - Clear or See Thru Packets	.34 oz	PKS	32,000	1000	72.75	.0727		.0691	2211.60	69.11
9	Blue Magic Hair Dressing or Equal	4 oz	O24	60	12	20.25	1.687		1.603	96.19	19.24
10	Hair Brush - Soft Bristles	8"	HB	600	24	9.89	.412		.3914	234.89	9.40
Total of Column G lines 6 - 10											21892.43
Soap											
11	Anti Bacterial Liquid Hand Soap Clear or See Thru Packaging	GAL.	LAS128	2,100	4	41.35	10.34	12	9.097	19103.70	36.38
12	Anti-Bacterial Bar Soap - Individually wrapped in clear plastic	.5 oz	62101	459,000	1000	54.75	.0547		.0481	22114.62	48.18
Total of Column G lines 11 - 12											41218.32
Antiperspirant/Deodorant											
13	Deodorant - Stick; Unscented; Alcohol free; Clear packaging	.5 oz	FD05	61,000	144	54.31	.3771	15	.3205	19555.23	46.00
14	Deodorant - Stick; Unscented; Alcohol free; Clear packaging	2 oz	6787	600	12	12.85	1.07		.9102	546.11	10.92
15	Antiperspirant/Deodorant Stick Female Fresh Scent or Equal	1.6 oz	FR16	1,500	12	9.85	.821		.69768	1046.52	8.37
Total of Column G lines 13 - 15											21147.86

* all items sold in case quantity only.

Bob Barker Company, Inc.

BID FORM for RJC691

Item	Description	Size	Reference or Product #	*Est. Annual Usage/EA	B	C	D	E	F	G	H
					Number of Items Per Case or Lot	Price per Case / Lot	Unit List Price	Percent % Discount by Category	Net Unit Price (1-Col E) * Col D	Extended Price Col A * Col F	Total by Category
Feminine Care											
16	Sanitary Napkins -- Individually wrapped; Powder free; adhesive strip	Bulk	5001M	418,000	500	40.76	.0815	20	.0652	27260.29	
17	Tampons -- Individually wrapped; fragrance free	Bulk	TPX500	18,000	500	57.06	.114		.0913	1643.33	
18	Disposable Bags for Sanitary Napkins or Tampons	4"x2"x9"	410	5,000	1000	27.44	.0274		.0219	109.76	
Total of Column G lines 16 - 18											2903.38
Feminine Care TOTAL											
Razors											
19	Disposable Razor - Stainless Steel; Single blade; Clear safety cap	Loose Packed	SK2000	391,000	2000	109.95	.0549	30	.0383	14975.30	
20	Bump Fighter or Equal Men's Disposable Razors	4 pk.	J46-2207	4,000	288	261.75	908.00 3.635 PK		2.544 PK	2544.80	
21	Shave Gel/Quick Shave or Equal; Single use packet; Clear or See thru Packaging	.25 oz	SPSC	354,000	100	15.35	.1585		.1074	38019.60	
22	Razor Treatment - Bump Stopper or Equal	.5 oz	J	4,000	144	472.50	3.281		2.297	9188.00	
Total of Column G lines 19 - 22											64727.70
Razors TOTAL											
Misc											
23	Soap Box - Clear plastic Container with hinge	1 bar capacity	434	1,200	12	3.15	2.625		.236	283.50	
24	Toothbrush Caps - 144 count	pack	NTBC	700	144	15.42	1.07		.096 (each)	67.46	
25	Lice Control Shampoo-Non Foaming; fast acting, with Pump	1 GAL.	LCS-128	348	1	38.37	38.37		34.53	12016.44	
Total of Column G lines 23 - 25											12367.40
Misc TOTAL											
Total of Column H											227560.08
GRAND TOTAL											

* Net Case Price
 32.60
 45.64
 219.5
 76.62
 183.22
 1074
 380.15
 2.82
 13.82
 34.53

* per each cap

+ all items sold in case quantity only

Bidder / Vendor Information

Vendor Name: Bob Barker Company, Inc.
 Contact Person: Mary Shea
 Address: 134 N Main St
Fayetteville, VA 27526
 Phone #: 800-324-9880
 FAX #: 800-322-7537
 E-Mail Address: maryshea@bobbarber.com

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: _____ Signed: _____
Date: _____ Title: _____

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

RFQ No. RJC691

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 exceeds 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 SIGNATURE

Vendor's Name: Bob Barker Company, Inc.

Authorized Signature: Mary Shea Date: 8/25/10

State of North Carolina

County of WAKE, to-wit:

Taken, subscribed, and sworn to before me this 25 day of August, 2010.

My Commission expires 11/4/2012, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC Carl K