



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
DPS0929

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN ABBOTT
 304-558-2544**

PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE

MAR-VEL INTERNATIONAL
 7115 Airport Highway
 Pennsauken NJ 08109

SHIP TO

WEST VIRGINIA STATE POLICE

4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/19/2009				

BID OPENING DATE: **04/09/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		345-72	see pg 9	
<p>MASKS, DUST AND GAS</p> <p>OPEN-END CONTRACT TO PROVIDE GAS MASKS AND ACCESSORIES TO THE WEST VIRGINIA STATE POLICE, PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>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.</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>						

RECEIVED
 2009 APR -9 A 10:05
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **856-488-4499** DATE **4-8-09**

TITLE **DIR OF GOVT. AFFAIRS** FEIN **22-2854453** 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, this Contract may be deemed null and void, and terminated 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



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
DPS0929

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN ABBOTT
 304-558-2544**

VENDOR PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE
**MAR-VEL INTERNATIONAL INC.
 7115 Airport Highway
 Pennsauken NJ 08109**

SHIP TO

**WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141**

DATE PRINTED 03/19/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **04/09/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						see pg 9

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 856-488-4499	DATE 4-8-09
TITLE DIR. OF GOVT. AFFAIRS	FEIN 22-2854453	ADDRESS CHANGES TO BE NOTED ABOVE

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

RFQ NUMBER
DPS0929

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN ABBOTT
 304-558-2544**

PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE
**MAR-VEL INTERNATIONAL INC
 7115 Airport Highway
 Pennsauken NJ 08109**

SHIP TO

**WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/19/2009				

BID OPENING DATE: **04/09/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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. 04/11/2001</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> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						see pg 9

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 856-488-4499	DATE 4-8-09
TITLE DIR OF GOVT AFFAIRS	FEIN 22-2854453	ADDRESS CHANGES TO BE NOTED ABOVE

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

RFQ NUMBER
DPS0929

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE
MAR-VEL INTERNATIONAL INC
7115 Airport Highway
Pennsauken NJ 08109

SHIP TO

WEST VIRGINIA STATE POLICE
4124 KANAWHA TURNPIKE
SOUTH CHARLESTON, WV
25309 304-746-2141

DATE PRINTED 03/19/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **04/09/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
					see pg 9	
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST 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:				JOHN ABBOTT-----		
RFQ. NO.:				DPS0929-----		
BID OPENING DATE:				04/09/2009-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- FAX 856-488-4343 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Lida Goodhart, 800-325-5711 ext 133 -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 856-488-4499	DATE 4-8-09
TITLE DIR. OF GOV. AFFAIRS	PEIN 22-2854453	ADDRESS CHANGES TO BE NOTED ABOVE

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

RFQ NUMBER
DPS0929

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT
304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

MAR-VEL INTERNATIONAL INC
 7115 Airport Highway
 Pennsauken NJ 08109

SHIP TO

WEST VIRGINIA STATE POLICE
 4124 KANAWHA TURNPIKE
 SOUTH CHARLESTON, WV
 25309 304-746-2141

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/19/2009				

BID OPENING DATE: **04/09/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DPS0929 ***** TOTAL: <u>see pg 9</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 856-488-4499	DATE 4-8-09
TITLE DIR. OF GOVT. AFFAIRS	FEIN 22-2854453	ADDRESS CHANGES TO BE NOTED ABOVE

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

The West Virginia State Police are soliciting competitive bids for the purchase of MSA Millennium or equal CBA/RCA Gas Mask. Vendors submitting bids do not need to be a registered vendor with the State of West Virginia to submit a bid, however the lowest bidder that meets the minimum specifications will have to register with the WV State Purchasing Division and pay the \$125.00 Vendor Registration fee prior to being awarded this contract.

GENERAL SPECIFICATIONS:

These masks must have the following specifications:

1. Flexible polyurethane wide vision lens bonded to rubber face piece
2. Dual-Canister mount (40mm thread)
3. Drinking tube connection for fluid ingestion in contaminated areas.
4. Fully elastic 6 point head harness
5. Internal nose-cup with 2 check valves
6. Standard mechanical speaking diaphragm
7. NIOSH-approved for protection against chloracetophenone, and chlorobenzylidene
8. Hard removable outer protective lens
9. Must include multiple sizes

*Thompson 11/13/11
11/13/11*

ADDITIONAL EQUIPMENT

Each mask will include a carry bag and one (1) CBA/RCA Cartridge

Vendor will also provide cost of additional CBA/RCA Cartridges for replacement purposes.

WARRANTY:

Vendor will provide a one (1) year manufacturers warranty against manufacture defects.

SHIPPING:

Shipping will be included in the bid price. Product will be shipped to the West Virginia State Police Procurement Division, 4124 Kanawha Turnpike, South Charleston WV 25309.

MINIMUM ORDER:

The WV State Police will order a minimum of 650 mask.

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

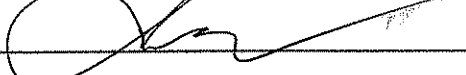
Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. 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: MAR-VEL INTERNATIONAL, INC. Signed: 
 Date: 4-8-08 Title: DIA. OF GOVT. AFFAIRS

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

RFQ No. _____

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.

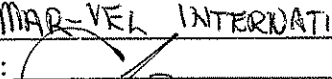
LICENSING:

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: MAR-VEL INTERNATIONAL, INC
Authorized Signature:  Date: 4-8-09

DPS0929 - GAS Mask BID FORM					
Item #	Description	Estimated Initial Order	Unit Price	* Extended Price	** Future Unit Price for One (1) Ea.
1	Masks as described in the specifications	650	\$ 232.24	\$ 150,956.00	\$ 232.24*
2	Addl. Cartridges as per the specifications	50	\$ 29.34	\$ 1,467.00	\$ 32.94
				\$	
Bidder / Vendor Information:				GRAND TOTAL	\$ 152,423.00
Name:		MAR-VEL INTERNATIONAL INC.			
Address:		7115 Airport Highway			
		Pennsauken NJ 08109			
Phone# :		800-325-5711 ext 133			
Email Address:		lgoodhart@mar-vel.com			
* Multiply your delivered bid price by the estimated initial order quantity					
** Provide a delivered price assuming one (1) item is ordered & delivered					

* Please note that our unit price for the Mask includes one (1) cbrn cannister as per the bid requirements.

We quote the AVON Protection Gas Mask C-50 as per the attached product literature. Please note that our mask meets or exceeds the specifications for the MSA Millennium as specified.

MAR-VEL

International ≈ A wholly-owned subsidiary of ADS

MAR-VEL International Inc.
Corporate Headquarters
7115 Airport Highway
Pennsauken, NJ 08109-4302 USA
856-488-4499 *voice*
856-488-4343 *fax*
Order Line: 1-800-325-5711
www.mar-vel.com

MAR-VEL International Inc.
West Coast Operations
4343 Viewridge Avenue, Suite A
San Diego, CA 92123-5609 USA
858-565-4055 *voice*
858-565-2990 *fax*
Order Line: 1-800-325-5711
www.mar-vel.com

April 7, 2009

Department of Administration
Purchasing Division- Bldg 15
Attn: John Abbott
2019 Washington Street, East
Charleston WV 25305

Re: Bid DPS0929; Due date 4-9-09 @ 1:30pm

Dear Mr. Abbott;

Attached is our proposal against the above referenced bid. Please be advised that we are quoting an alternate and equal brand: AVON PROTECTION, C-50 Gas mask designed for Law Enforcement and Correctional users.

This mask meets or exceeds all specifications outlined in this bid proposal. In addition please be advised of the following enhancements to the specifications detailed on page 6:

Item (1) – The AVON mask lens is constructed in a triple inlay of the rubber which provides superior performance and longevity to the mask. Bonding is specifically not used as it tends to 'delaminate' over a short period of time and weather conditions.

Item (3) -The AVON fluid intake is rated at 'greater than 230ML per minute' which is more than any other mask on the market today.

Item (4) – The AVON mask provides a premium head harness system without the use of metal buckles which can create hot-points and discomfort to the user.

Item (6) – The AVON masks diaphragm shares a common inlet/outlet valve which results in less additional parts and is virtually maintenance free.

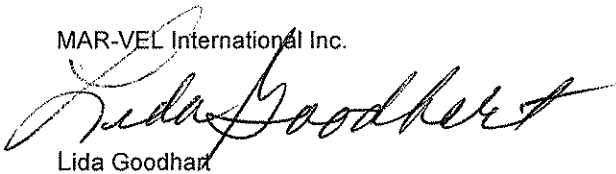
Item (8) – The AVON mask CLEAR OUTSERT is visually correct across the entire panoramic field of view, resulting in clear undistorted vision.

Manufacturer's warranty is 1 year from date of service or 18 months from date of purchase.

Please let me know if we can provide you with any additional information regarding this requirement.

Yours truly,

MAR-VEL International Inc.



Lida Goodhart
Director Corrections Products, Public Safety Products Division
7115 Airport Highway
Pennsauken NJ 08109



Equipment for Extreme Environments



Proud to be a
Prime Vendor for the
U.S. Government

C50™

The Next Generation NIOSH Approved Protective Mask



PROTECTING THE FUTURE
www.avon-protection.com

AVON
PROTECTION

C50™

The Next Generation NIOSH Approved™ Protective Mask

Avon Protection's C50 is our latest full facemask design that provides high protection, outstanding field of vision and superior comfort. Its innovative design features optimize the user's operation time, whether it's for battlefield CBRN protection, law enforcement or counter terror operations. With the appropriate filter, the C50 protects against a range of CBRN threats including chemical warfare agents, toxic industrial chemicals (TICS), toxic industrial materials (TIMS), biological and radiological and riot agents.

UNIQUE VISOR TECHNOLOGY

Unique polyurethane visor is highly flexible and scratch and impact resistant. Gives users distortion-free vision across the entire field of view. Panoramic visor design gives excellent field of vision and wearer recognition while greatly enhancing compatibility with weapon sights.

The Vision Correction System allows prescription lenses to be mounted inside the mask.

Sunlight outserts can be used for high intensity light situations or clear outserts for extreme environments. Blue Blocker and Laser outserts also available.

Communication

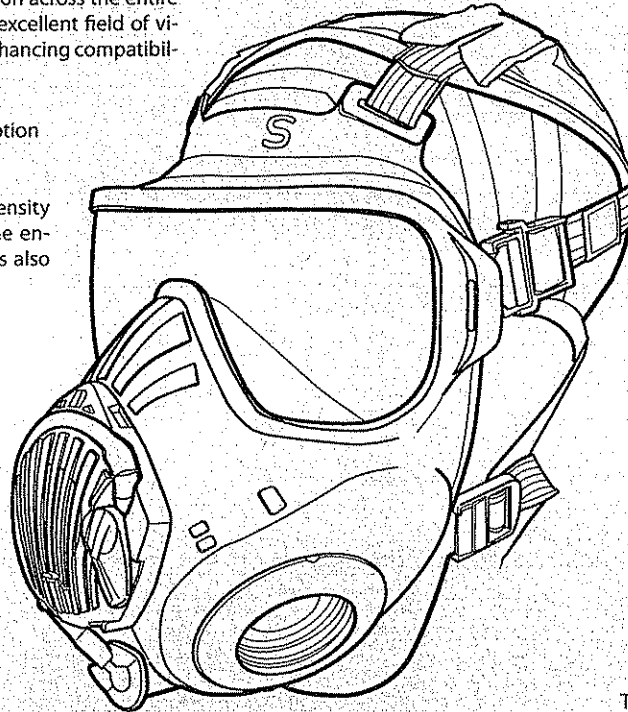
Front-mounted exhale valve allows for clear communications.

For enhanced communication, an optional Voice Protection Unit (VPU) with internal microphone is easily connected via the Electronic Communication Port (ECP).

Additional external communication systems can be attached via the ECP using an appropriate lead.

ACCESSORIES

Easy to maintain with simple access to key components such as valves. Standard Avon accessories are available such as hydration canteens, Vision Correction System, clear and sunlight outsert lenses and a range of Storage and carry bags.



USER COMFORT

Three sizes provide a secure and comfortable fit for all facial shapes and sizes.

The chloro-butyl/silicone blend face piece material ensures the mask is not only high in protection but also provides a better seal and is more comfortable to wear for extended periods.

Compatibility with helmets and CBRN protective clothing is improved due to the low profile, close contour brow, flat buckles and extended chin flap.

Air Flow Management

- Heat build-up is minimized.
- Low inhalation resistance.
- Low CO₂ build-up.
- Excellent anti-fogging properties.

FILTRATION

Filter canisters can be side-mounted on either the left or right side minimizing interference with weapons while allowing improved capability for shoulder-mounted devices.

The high flow, fail-safe drinking device allows connection to either a canteen or bladder type hydration system.

The C50 respirator falls within the definition of Significant Military Equipment in the United States Munitions List, International Traffic in Arms Regulations and may only be supplied outside of the United States of America to customers who are licensed by the US Department of State, Directorate of Defense Trade Controls.



Industry Certified Protection Factors

NATO standard protection factors give reassurance that the mask has been rigorously tested to optimum levels.

NIOSH CBRN approved TC-14G-0285.

NIOSH approved 42 CFR 84 CS/CN/P100.

A range of filters are available to meet the variety of needs the C50 can address.



Made in the USA

Avon Protection Systems, Inc.
503 Eighth Street
Cadillac, MI. 49601
1 888 AVON 440

The Next Generation NIOSH Approved Protective Mask

G00110-00