

MODERA

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

Request for Quotation

EHP11043

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER

Hilling III might distribution of the Eventio Company Inc. Pobox 1041 (1991) Commerce Drive Pobox 1041 (1991) Popular (1991) Cultural AL 35056

#HP HO

HEALTH AND HUMAN RESOURCES
BPH - EPIDEMIOLOGY AND
HEALTH PROMOTION
VARIOUS LOCALES AS INDICATED

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED TERMS OF SALE				SHIF	VIA		FØB	FREIG	HTTERMS	
07/28/2010										
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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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Request for Quotation

EHP11043

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER

RED COPY
TYPE NAME/ADDRESS HERE
EVENTIO COMPANY, Inch
POBOX 1046

HEALTH AND HUMAN RESOURCES
BPH - EPIDEMIOLOGY AND
HEALTH PROMOTION
VARIOUS LOCALES AS INDICATED

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ROBERTA WAGNER

EVENTIO COMPANY, Inc POBOX 1046 Cullman, AL 35056

HEALTH AND HUMAN RESOURCES
BPH - EPIDEMIOLOGY AND
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VARIOUS LOCALES AS INDICATED

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REQUEST FOR QUOTATION

EHP11043

TO PROVIDE THE FOLLOWING:

1. 1858 EA. CONVERTIBLE CAR SEATS, EVENFLOW TITAN 5 OR EQUAL.

ALL SEATS MUST MEET OR EXCEED FEDERAL STANDARDS FOR INFANT AND CHILD SAFETY SEATS.

ALL SEATS SHIPPED MUST BE MANUFACTURED WITHIN THE PAST YEAR.

WHEN REAR FACING MUST ACCOMMODATE A MINIMUM OF 5 POUNDS TO A MAXIMUM OF 35 POUNDS.

WHEN FORWARD FACING MUST ACCOMMODATE A MINIMUM OF 20 POUNDS TO A MAXIMUM OF 50 POUNDS.

ALL SEATS MUST HAVE A FIVE-POINT HARNESS WITH A MINIMUM FOUR HARNESS LOCATIONS AND A MAXIMUM FIVE HARNESS LOCATIONS.

ALL SEATS MUST HAVE A MINIMUM OF TWO CROTCH STRAP LOCATIONS AND A MAXIMUM THREE HARNESS LOCATIONS.

ALL SEATS MUST HAVE LATCH EQUIPMENT.

ALL SEATS MUST HAVE A PRE-INSTALLED TETHER STRAP.

ALL SEATS MUST HAVE A MINIMUM OF TWO POSITION RECLINE WITH A MAXIMUM OF THREE RECLINING POSITIONS.

ALL SEATS MUST HAVE A REMOVABLE, WASHABLE CLOTH PAD.

2. 59 EA. HIGH BACK BOOSTER SEAT, EVENFLOW BIG KID OR EQUAL.

ALL SEATS MUST BE USED WITH VEHICLE LAP-SHOULDER BELT.

ALL SEATS MUST MEET OR EXCEED FEDERAL STANDARDS FOR INFANT AND CHILD SAFETY SEATS.

ALL SEATS SHIPPED MUST BE MANUFACTURED WITHIN THE PAST YEAR.

ALL SEATS MUST ACCOMMODATE A WEIGHT LIMIT OF A MINIMUM 30 POUNDS TO A MAXIMUM OF 100 POUNDS.

ALL SEATS MUST ALL FOR A MINIMUM HEIGHT OF 34" WITH A MAXIMUM HEIGHT OF 57".

ALL SEATS MUST HAVE FULL BODY HEIGHT PIVOTING ARMREST.

ALL SEATS MUST HAVE A LAP BELT AND SHOULDER BELT GUIDE.

ALL SEATS MUST HAVE A REMOVABLE, WASHABLE CLOTH PAD.

ALL SEATS MUST BE CONVERTIBLE TO A NO-BACK BOOSTER SEAT.

ALL SEATS MUST BE DELIVERED BY SEPTEMBER 15, 2010.

SEATS TO BE DELIVERED PER THE ATTACHED LISTING TO THE FOLLOW LOCATIONS.

VENDOR WITH THE LOWEST BID MEETING OR EXCEEDING SPECIFICATIONS, WILL BE AWARDED THE BID.

VENDOR SHALL INVOICE THE PROGRAM LISTED ON THE ORDER ONCE ALL CAR SEATS HAVE BEEN DELIVERED AND ACCEPTED.

ATTACHMENT #1

1, 858 Convertible car seats will be shipped to the following locations:

Case WV

ATTN: Brenda Johnson, RN

307 Federal Street Bluefield, WV 24701 Quantity: 220

Family Options Providers ATTN: Dee Meadows, RN 6354 Route 60 East, Suite 2 Barboursville, WV 25504 Quantity: 109

CAMC Women and Children's Hospital

ATTN: Beverly Kitchen, RN 800 Pennsylvania Avenue Charleston, WV 25302 Quantity: 196

Case WV

ATTN: Sandra Ellard, RN

402 Main Street Rainelle, WV 25962 Quantity: 164

Children's Home Society of WV ATTN: Mary Christian, RN 1739 St. Marys Avenue, Suite 3

Parkersburg, WV 26102

Quantity: 98

Catholic Charities WV ATTN: Suellen Friend, RN 1025 Main Street Mull Center, Suite 500 Wheeling, WV 26003

Family Options Providers

ATTN: Paula Darby, RN

Route 2, Box 472E

Bridgeport, WV 26330

Grant County Health Department

ATTN: Patsy Parker, RN

Hospital Drive

Petersburg, WV 26847

Quantity: 43

Quantity: 221

Charleston Police Department

ATTN: Shawn Williams 502 Ruffner Avenue Charleston, WV 25311

Quantity: 60

Huntington Highway Sat. Office

ATTN: Larry Kendall 800 5th Avenue, Room L-1 **Huntington City Hall** Huntington, WV 25701

Quantity: 50

Point Pleasant Police Department

ATTN: Cpt. Joe Veith/Ch. Ernie Watterson

400 Viand Street

Point Pleasant, WV 25550

Quantity: 50

Ceredo Police Department

ATTN: Steve Amis/Ch. Anthony Poston

766 B Street

Ceredo, WV 25507

Quantity: 40

Williamson Police Department

ATTN: Sgt. John Hall 108 East 4th Avenue Williamson, WV 25661

St. Marys Medical Center

ATTN: Matt Herbert 2900 First Avenue Huntington, WV 25702 Quantity: 20

Mid-Ohio Valley Highway Safety Office

ATTN: Toni Tiano 1412 33rd Street Parkersburg, WV 26101 Quantity: 80

Monongalia County Sheriff

ATTN: John Kisner/Sharon Lawson

155 Chancery Row Morgantown, WV 26505 Quantity: 50

Clarksburg Police Department

ATTN: Lt. Chamberlain 222 West Main Street Clarksburg, WV 26301 Quantity: 75

Harrison County Sheriff

ATTN: Lt. Scalopio 420 Buckhannon Pike Nutter Fort, WV 26301 Quantity: 100

City of Martinsburg Fire Department

ATTN: Nevin Kilmer 200 North Raleigh Street Martinsburg, WV 25401 Quantity; 90

Beckley Police Department

ATTN: Paul Blume 705 Scott Avenue Beckley, WV 25801 Quantity: 48

WV Coalfields Highway Safety Program

ATTN: Dave Cook 100 Main Street Beckley, WV 25801

Governor's Highway Safety Program

ATTN: Trish Anderson 5707 MacCorkle Avenue SE Charleston, WV 25317 Quantity: 20

59 High back booster seats will be shipped to the following locations:

Charleston Police Department

ATTN: Shawn Williams 502 Ruffner Avenue Charleston, WV 25311 Quantity: 30

Beckley Police Department

ATTN: Paul Blume 705 Scott Avenue Beckley, WV 25801

EHP11043 - COST SHEET

ITEM #1	QUANTITY	DESCRIPTION:
{ C V #1	COMMI	

UNIT TOTAL PRICE

- 1. 1,858 EA. CONVERTIBLE CAR SEATS, EVENFLO TITAN 5 OR EQUAL \$51,79,96, 225,82
- 2. 59 EA. HIGH BACK BOOSTER SEAT, EVENFLO BIG KID OR EQUAL \$30.65\$ 1808.35

TOTAL PRICE:

\$98,034.17

CONTRACT WILL BE AWARDED TO THE LOWEST BID MEETING OR EXCEEDING SPECIFICATIONS.

ALL CAR SEATS MUST BE DELIVERED BY SEPTEMBER 15, 2010.

VENDOR SIGNATURE

DATE:

Eventlo company, Inc

RFQ No. EHP 11043

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 SIGNATURE
Vendor's Name: Exent o company Inc.
Authorized Signature: Date: HIG 16, 2010
State of
County of Callman, to-wit:
Taken, subscribed, and sworn to before me this 12 day of AUGUST , 20 10
My Commission expires DEC. 21 , 20 11.
AFFIX SEAL HERE NOTARY PUBLIC Charles Wilher

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 preced-
	ing 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 puncipal 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 proference 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.
requirer against or dedu	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authoriz the requ deemed	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and test the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information class not contain the amounts of taxes paid nor any other information if by the Tax Commissioner to be confidential.
and acc change	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate as during the term of the contract, Bidder will notice the Purchasing Division in writing immediately.
Bidder:	Signed:
Date:	'e:

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



Titan 5TM



Why the Titan™ 5?

- Tether Extenders Available
- SIDE IMPACT TESTED
- Fits children from 19" to 47" and up to 5yrs (95th percentile from CDC growth charts)
- Meets or exceeds all U.S. safety seat standards for motor vehicles and aircraft.
- Larger seat accommodates child over a longer period of time with the NEW 50 lb weight limit
- LATCH equipped w/ storage hooks for LATCH

Feature

- 5-point harness
- Rear facing 5 35 lb., forward facing 20 50 lb.
- 6" From seat bottom to lowest harness slots
- Two Crotch strap positions
- 4 Shoulder harness positions
- 2-Piece chest clip
- BuckleRight[™] Buckle gives visual verification buckle is secure
- BeltTrac™ flap for front access to safety belts
- Top tether has tilt-lock adjuster
 New harness adjustor system for ease of adjust
- LATCH equipped
- 2-position recline
- · Removable, washable cloth pad
- Designed and tested for structural integrity at energy levels approximately 2X the federal crash test standard

Benefit

- Meets advocates' preference
- Longer rear facing for added safety
- More secure fit for small babies
- Helps properly position small babies
- Better fit, longer use
- Easier to get child in and out
- Increased safety
- Provides easy routing of vehicle seat belts
- Single pull adjusts tether—eliminates double-back threading of webbing
- For travel safety & ease of installation
- Comfort for child
- Easy to keep clean
- Increased testing

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Model Number3702098	Cu. Ft (1)5.97
PatternFactory Select	Seat Weight (1)12.4 lbs.
Seat Dimensions18¾" W x 19½" D x 27¼" H	FOBPiqua, OH
Standard Pack2 per Carton	