



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

## Solicitation

NUMBER

COR61617

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE  
304-558-2544

\*709062036 800-334-9880

BOB BARKER COMPANY INC  
134 N MAIN ST

FUQUAY VARINA NC 27526

DIVISION OF CORRECTIONS

1409 GREENBRIER ST

CHARLESTON, WV  
25311

304-558-8045

DATE PRINTED

11/07/2013

BID OPENING DATE:

12/05/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		095-00-99-000	See Attached	191,903.69
INMATE HYGIENE PRODUCTS					Spec Sheets Included	
OPEN-END CONTRACT						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO PROVIDE INMATE HYGIENE PRODUCTS FOR ALL CORRECTIONAL LOCATIONS THROUGHOUT THE STATE, PER THE ATTACHED SPECIFICATIONS.						
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS						
2. GENERAL TERMS AND CONDITIONS						
3. COR61617 SPECIFICATIONS						
4. CERTIFICATION AND SIGNATURE PAGE						
5. PURCHASING AFFIDAVIT						
6. RESIDENT VENDOR PREFERENCE (RVP) FORM						
***** THIS IS THE END OF RFQ COR61617 ***** TOTAL:						191,903.69
12/05/13 10:49:05AM West Virginia Purchasing Division						

SIGNATURE

*Jim C. Sauer*

TELEPHONE

800-334-9880

DATE

12/4/13

TITLE Pricing Specialist

FEIN

56-1558062

ADDRESS CHANGES TO BE NOTED ABOVE

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

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
  - ☒ A pre-bid meeting will not be held prior to bid opening.
  - ☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:
  
  - ☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: November 20, 2013 at 5:00 pm

Submit Questions to: Tara Lyle, File 32

2019 Washington Street, East

Charleston, WV 25305

Fax: 304-558-4115

Email: Tara.L.Lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

**SEALED BID**

BUYER: \_\_\_\_\_  
 SOLICITATION NO.: \_\_\_\_\_  
 BID OPENING DATE: \_\_\_\_\_  
 BID OPENING TIME: \_\_\_\_\_  
 FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical  
☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: December 5, 2013 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.



**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on award

and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

**Release Order Limitations:** In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☐ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:**

or more.

☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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☐

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐
☐
☐
☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount  
for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

**14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

**15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

**18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

**20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

**21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's



failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage



requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**38. [RESERVED]**

**39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

**40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
  - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.



**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION  
COR61617 – Inmate Hygiene Products

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**SPECIFICATIONS**

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1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Corrections to establish an open-end contract for inmate hygiene products at all Division of Corrections facilities.
  - 1.1. The name and location of each Division of Corrections facility is listed in **Exhibit A**.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1. “Contract Item” or “Contract Items” means the list of items identified in Section 3, Subsection 1 below.
  - 2.2. “Pricing Pages” means the schedule of prices, estimated order quantity, and totals attached hereto as **Exhibit B** and used to evaluate the RFQ.
  - 2.3. “RFQ” means the official request for quotation published by the Purchasing Division and identified as COR61617.
3. **GENERAL REQUIREMENTS:**
  - 3.1. **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
    - 3.1.1. **Contract Items**
      - 3.1.1.1. **Hair Comb**  
Plastic  
5” in length
      - 3.1.1.2. **Hair Comb**  
Plastic  
7” in length
      - 3.1.1.3. **Denture Adhesive**  
1.4 oz. to 2.5 oz. in volume
      - 3.1.1.4. **Denture Cleaner**  
Tablets
      - 3.1.1.5. **Deodorant**  
Roll-On  
1.4 oz. to 2.5 oz. in volume



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- 3.1.1.6. Deodorant**
  - Stick
  - See-through Container
  - Transparent product
  - 1.4 oz. to 2.5 oz. in volume
- 3.1.1.7. Feminine Sanitary Napkins**
  - Individually wrapped
  - Minimum width of pad & filler shall be 2 1/4"
  - Minimum length of pad shall be 8"
  - Minimum length of filler shall be 6 1/4"
  - Minimum thickness 5/16"
- 3.1.1.8. Lice Control Shampoo**
  - Non-Foaming
  - Formulated to kill head lice, body lice and crabs
- 3.1.1.9. Razor**
  - Single-blade
  - Disposable
- 3.1.1.10. Razor**
  - Twin- blade
  - Disposable
- 3.1.1.11. Shaving Cream**
  - 1.4 oz. to 2.5 oz. in volume
- 3.1.1.12. Tampon**
  - Regular absorbency
  - Cardboard applicator
- 3.1.1.13. Tampon**
  - Regular absorbency
  - No applicator
- 3.1.1.14. Thumb Toothbrush**
  - Thumbprint handle
  - Nylon bristle
  - Flexible
  - 2 3/4 " to 3" in length
- 3.1.1.15. Toothbrush**
  - Minimum of 40-tuft
  - Soft nylon bristle
  - Flexible handle
  - 5.5" to 6.5" in length

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COR61617 – Inmate Hygiene Products

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**3.1.1.16. Toothpaste**

See-through tube  
Transparent product  
1.4 oz. to 2.5 oz. in volume

**3.1.1.17. Toothpaste**

See-through tube  
Transparent product  
4.0 oz. to 6.5 oz. in volume

**3.1.2. Mandatory Requirements**

- 3.1.2.1. Vendor shall ensure that there is no glass or metal used in the packaging of any item.
- 3.1.2.2. All products shall be alcohol free.
- 3.1.2.3. The bid unit price is to be all inclusive and must be the final price including shipping and handling.
- 3.1.2.4. All bids are to be quoted F.O.B. Destination, Freight Prepaid to any facility location listed in the RFQ, and attached as **Exhibit A**. The Vendor shall provide the contract items, at contract price, to any additional facility(s) that may open during the course of the contract.
- 3.1.2.5. The Vendor may be requested to furnish samples of item(s) bid for examination by the Division of Corrections. Any item(s) so requested shall be furnished within five (5) business days from the date of request and furnished at no cost to the state of West Virginia.

**4. CONTRACT AWARD:**

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. The intention is to award one contract, however, if judged to be in the best interest of the State of West Virginia, the award may be split.
- 4.2 **Pricing Pages:** Vendor should complete the Pricing Pages by entering the Brand/Catalog Item Number for each item. Insert the Unit Price for each item. **Ensure that the unit price is per the unit specified in Unit (For Calculation Purposes) column, i.e. Ounce, Gallon, Tablet.** Then, multiply the Unit Price by the Estimated Annual Unit Quantity to determine the Extended Price. Then sum the Extended Price totals, to calculate the Grand Total. Vendor shall complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

REQUEST FOR QUOTATION  
COR61617 – Inmate Hygiene Products

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The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

**5. ORDERING AND PAYMENT:**

**5.1. Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

**5.2. Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

**6.1. Delivery Time:** Vendor shall deliver standard orders within ten (10) working days after orders are received. Vendor shall deliver emergency orders within five (5) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**6.2. Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3. Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**6.4. Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within

**REQUEST FOR QUOTATION  
COR61617 – Inmate Hygiene Products**

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five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5. Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. MISCELLANEOUS:**

- 7.1. No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2. Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3. Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

<b>Contract Manager:</b>	Tina Sawvel Pricing Specialist
<b>Telephone Number:</b>	800-334-9880 /ext 2171
<b>Fax Number:</b>	800-322-7537
<b>Email Address:</b>	tinasawvel@bobbarker.com

**COR61617 - Inmate Hygiene Products**  
**Exhibit A - Facility Locations**

Facility	Address	
Anthony Correctional Center	313 Anthony Center Drive White Sulphur Springs, WV 24986	BBC Cust Code ANTWV0
Beckley Correctional Center	111 S Eisenhower Drive Beckley, WV 25801	BECWV0
Charleston Work Release Center	607 Brooks Street Charleston, WV 25301	CHAWV1
Denmar Correctional Center	4319 Denmar Road Hillsboro, WV 24946	DENWV0
Huntington Work Release Center	1236 Fifth Avenue Huntington, WV 25701	
Huttonsville Correctional Center.	Route US 219/250 South Huttonsville, WV 26273	HUTWV1
Lakin Correctional Center	11264 Ohio River Rd West Columbia, WV 25287	LAKWV1
Martinsburg Correctional Center	38 Grapevine Rd Martinsburg, WV 25401	MARWV9
Mount Olive Correctional Complex	1 Mountainside Way Mt Olive, WV 25185	MTOWV0
Northern Correctional Facility	112 Northern Regional Correctional Drive Moundsville WV 26041	NORWV2
Ohio County Correctional Complex	1501 Eoff Street Wheeling, WV 26003	OHIWV2
Parkersburg Correctional Center	225 Holiday Hills Dr Parkersburg, WV 26104	PARWV2
Pruntytown Correctional Center	PCC 2006 Trap Springs Road Grafton, WV 26354	PRUWV1
St Marys Correctional Center	2880 N Pleasants Highway St Marys, WV 26170	STMWV2
Salem Correctional Center	7 Industrial Boulevard Industrial, WV 26426	SALWV0

# COR61617 - Inmate Hygiene Products

## Exhibit B - Pricing Page

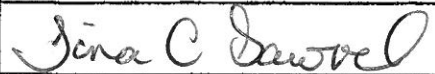
All items below are sold by case qty only except for DA2 - Denture Adhesive

Item Number	Description	Brand / Catalog Item Number	Unit Price	Unit (For Calculation Purposes)	* Estimated Annual Unit Quantity	Extended Price
3.1.1.1	Hair Comb, plastic, 5" CS 144	BBC C-5	.02	Each	13,000	262.08
3.1.1.2	Hair Comb, plastic, 7" CS 144	BBC C-7	.026	Each	4,000	104.72
3.1.1.3	Denture Adhesive, 1.4 oz to 2.5 oz /Ea 2oz	Freshmint DA2	2.20 each	* Ounce	1,500	1650.00
3.1.1.4	Denture Cleaner (tablets) 90 Tabs	Freshmint DENT90	.04 each	Tablet	9,000	360.00
3.1.1.5	Deodorant, Roll-On, 1.4 oz to 2.5 oz 1.5oz	CS96 Max Sec PPI10150	.265 each	* Ounce	800	152.64
3.1.1.6	Deodorant, Stick, 1.4 oz to 2.5 oz C24 2.25oz	Max Security MS6787	.92 each	* Ounce	30,000	12276.48
3.1.1.7	Sanitary Napkins, Min. 2 1/4 x 8 x 5/16 CS 576	BBC Prvt Iss SN12-C	.035	Each	85,000	2983.68
3.1.1.8	Lice Control Shampoo Gallon	Liceall LCS-128	37.95 pr Gallon	Gallon	325	12333.75
3.1.1.9	Razors, single-blade, disposable CS 1000	Maximum Sec CLR1000	.043	Each	105,000	4515.00
3.1.1.10	Razors, twin- blade, disposable CS 600	BBC RTB600	.05	Each	120,000	6000.00
3.1.1.11	Shaving Cream, 1.4 oz to 2.5 oz CS 144	Freshscent ASC15	.55 each	* Ounce	225,000	82526.40
3.1.1.12	Tampons - cardboard applicator CS 500	BBC/Hosp Spec TPX500	.087	Each	1,500	130.50
3.1.1.13	Tampons - no applicator	NO Bid	No Bid	Each	300	No Bid
3.1.1.14	Toothbrush, flexible, thumbprint handle C72	BBC TH42	.04	Each	15,000	601.92
3.1.1.15	Toothbrush, 5.5" to 6.5" length CS 144	BBFH30	.036	Each	120,000	4320.12
3.1.1.16	Toothpaste, 1.4 oz to 2.5 oz CS 144	Max Security MST15	.185	* Ounce	500,000	61671.60
3.1.1.17	Toothpaste, 4.0 oz to 6.5 oz CS 60	Max Security MS504N	.46	* Ounce	20,000	2014.80
<b>TOTAL COST:</b>						191,903.69

\* Estimated Quantities for Bid Evaluation Purposes Only

Failure to use this form may result in disqualification.

\*Oz converted to each to simplify extended calculations

Name:	Bob Barker Company Inc
Address:	134 N Main St Fuquay Varina NC 27526
Phone:	800-334-9880 X2171
Fax:	800-322-7537
E-mail:	tinasawvel@bobbarker.com
Authorized Signature:	

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

**Bob Barker Company Inc**

(Company)



(Authorized Signature)

**Tina Sawvel Pricing Specialist**

(Representative Name, Title)

**800-334-9880 800-322-7537**

(Phone Number)

(Fax Number)

**12/04/2013**

(Date)



RFQ No. COR61617STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**Vendor's Name: Bob Barker Company IncAuthorized Signature: *Sina C Saword* Date: 12/04/13State of N.C.County of Wake, to-wit:Taken, subscribed, and sworn to before me this 4 day of December, 2013My Commission expires 10/26, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC

*Cheryl L. Bailey*

Purchasing Affidavit (Revised 07/01/2012)

# 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.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**

- ☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Bob Barker Company Inc

Date: 12/04/2013

Signed: Sina C. Sawvel

Title: Pricing Specialist



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

# Solicitation

NUMBER

COR61617

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE  
304-558-2544

\*709062036 800-334-9880

VENDOR  
BOB BARKER COMPANY INC  
134 N MAIN ST

FUQUAY VARINA NC 27526

SHIP TO  
DIVISION OF CORRECTIONS

1409 GREENBRIER ST

CHARLESTON, WV  
25311

304-558-8045

DATE PRINTED

11/21/2013

BID OPENING DATE: 12/05/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				SEE ATTACHED PAGES.		
				END OF ADDENDUM NO. 1		
0001		LS		095-00-99-000		
	1					
				INMATE HYGIENE PRODUCTS		
				***** THIS IS THE END OF RFQ COR61617 ***** TOTAL:		

SIGNATURE

*Dina C. Snow*

TELEPHONE

800-334-9880

DATE

12/4/13

TITLE

*Price Specialist*

FEIN

56-1558062

ADDRESS CHANGES TO BE NOTED ABOVE

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

**SOLICITATION NUMBER: COR61617****Addendum Number: 1**

---

The purpose of this addendum is to modify the solicitation identified as COR61617 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

1. Responses to vendor questions attached.
2. The bid opening remains 12/05/2013 at 1:30 pm.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT AQuestions:

**Q1:** Could you please provide the previous pricing paid for the hygiene items listed on this bid along with who they are being purchased from?

**A1:** There has not been a Division of Corrections hygiene product contract for many, many years for the items specified in this RFQ. The following information is the average price paid, and a list of Vendors used for recent purchases of the items, as reported by the individual facilities.

Item Number	Description	Unit	Average Unit Price for Recent Purchases	Vendor's Used for Recent Purchases
3.1.1.1	Hair Comb, plastic, 5"	Each	\$0.08	Bob Barker ICS Jail Supplies SWC-Gulf South
3.1.1.2	Hair Comb, plastic, 7"	Each	No Data Available	
3.1.1.3	Denture Adhesive, 1.4 oz to 2.5 oz	Ounce	\$2.05	Bob Barker Walmart
3.1.1.4	Denture Cleaner (tablets)	Tablet	\$0.06	Bob Barker Walmart
3.1.1.5	Deodorant, Roll-On, 1.4 oz to 2.5 oz	Ounce	\$0.33	Bob Barker
3.1.1.6	Deodorant, Stick, 1.4 oz to 2.5 oz	Ounce	\$0.57	ICS Jails Supplies
3.1.1.7	Sanitary Napkins, Min. 2 1/4 x 8 x 5/16	Each	\$0.05	Bob Barker BWB Enterprise Charm Tex Deena Supply
3.1.1.8	Lice Control Shampoo	Gallon	\$37.76	Bob Barker Q-Based Solutions
3.1.1.9	Razors, single-blade, disposable	Each	\$0.12	ICS Jails Supplies Bob Barker
3.1.1.10	Razors, twin- blade, disposable	Each	\$0.17	Bob Barker Anchortex Charmtex
3.1.1.11	Shaving Cream, 1.4 oz to 2.5 oz	Ounce	\$0.22	Bob Barker
3.1.1.12	Tampons - cardboard applicator	Each	No Data Available	
3.1.1.13	Tampons - no applicator	Each	No Data Available	
3.1.1.14	Toothbrush, flexible, thumbprint handle	Each	\$0.05	Bob Barker

3.1.1.15	Toothbrush, 5.5" to 6.5" length	Each	\$0.21	Charm Tex Phoenix Supply Gulf South Medical Bob Barker
3.1.1.16	Toothpaste, 1.4 oz to 2.5 oz	Ounce	\$0.21	Charm Tex Phoenix Supply Gulf South Medical Bob Barker Oraline
3.1.1.17	Toothpaste, 4.0 oz to 6.5 oz	Ounce	\$0.27	Bob Barker Phoenix Supply

Q2: We would like to request for the previous bid tabulation and please let us know at your earliest convenience.

A2: See Response No. 1 above.

Q3: Meeting is a Mandatory requirement or not?

A3: A pre-bid meeting (mandatory or non-mandatory) will not be held for this RFQ.

Q4: Will you intend to award this contract to 1 Vendor?

A4: See Section 4.1 of the RFQ.

Q5: Do you need samples prior to the bid opening or no sample at this time?

A5: No samples are required at this time. See Section 3.1.2.5 of the RFQ.

**Other Information:**

1. The bid opening remains 12/05/2013 at 1:30 pm.
2. No additional questions will be accepted on this RFQ.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: COR61617**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

**Bob Barker Company, Inc.**

\_\_\_\_\_  
Company



\_\_\_\_\_  
Authorized Signature

12/4/13

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.





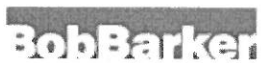
**Bid Department:** 1-800-235-8586  
or FAX 1-888-866-3331

### **Black Plastic Pocket Comb, 5"**

Choose between a case pack of 144 or a case pack of 2,160



Item Number	Description
C-5	Black Plastic Pocket Comb, 5"
C5B	Black Plastic Pocket Comb, 5" Loose Pack



**Bid Department:** 1-800-235-8586  
or FAX 1-888-866-3331

### Black Plastic Pocket Comb, 7"



Choose between a case pack of 144 or a case pack of 1,440

Item Number	Description
C-7	Black Plastic Pocket Comb, 7"
C7B	Black Plastic Pocket Comb, 7" Loose Pack



**Bid Department:** 1-800-235-8586  
or FAX 1-888-866-3331

### Freshmint Denture Adhesive Cream, 2 oz



#### Essential Denture Care

Extra-strength adhesive cream holds dentures in place while eating and talking.

- 72 per case

Item Number	Description
DA2	Freshmint Denture Adhesive Cream, 2 oz

# Material Safety Data Sheet

Freshscent™ Denture Adhesive Cream

May be used to comply with OSHA's Hazard Communication Standard  
29 CFR 1910.1200. Standard must be consulted for specific requirements.

QUICK IDENTIFIER DA2  
Common Name: (used on label and list)

## SECTION 1

Manufacturer's Name	New World Imports	Emergency Telephone	
Address	160 Athens Way	Telephone No.	800-329-1903
City, State, and ZIP	Nashville, TN 37228	Other Information	
Signature of Person Responsible for Preparation (Optional)		Calls	615-329-1906
		Date Prepared	March 2009

## SECTION 2 - HAZARDOUS INGREDIENTS/IDENTITY

Hazardous Component(s) (chemical & common name(s))	OSHA PEL	ACGIH TLV	Other Exposure Limits	% (optional)	CAS No.
Carboxy Methyl Cellulox Sodium				23%	
Polyvinyl PK-30				19%	
Petroleum Galley				17%	

## SECTION 3 - PHYSICAL AND CHEMICAL CHARACTERISTICS

Boiling Point	Specific Gravity(H <sub>2</sub> O = 1)	0.987	Vapor Pressure (mm Hg)
	Vapor Density (Air = 1)		
Solubility Yes in Water	Reactivity in Water		
Appearance and Odor	A soft mass. Sticky pink color cream. Characteristic Mint		Melting Point

## SECTION 4 - FIRE AND EXPLOSION DATA

Flash Point	Method Used	Flammable Limits in Air % by Volume	LEL Lower	UEL Upper
Auto-Ignition Temperature		Extinguisher Media		
Special Fire Fighting Procedures				

Unusual Fire and Explosion Hazards

**SECTION 5 - PHYSICAL HAZARDS (REACTIVITY DATA)**

Stability:	Unstable	Conditions
Stable at 45 degree +/- 5 degrees	Stable	to Avoid

Incompatibility  
(Materials to Avoid)

Hazardous  
Decomposition Products

Hazardous Polymerization	May Occur Will Not Occur	Conditions to Avoid
-----------------------------	-----------------------------	------------------------

**SECTION 6 - HEALTH HAZARDS**

1. Acute

2. Chronic

Signs and  
Symptoms of Exposure

Medical Conditions Generally  
Aggravated by Exposure

Chemical Listed as Carcinogen or Potential Carcinogen	National Toxicology Program	Yes     No	I.A.R.C. Monographs	Yes     No	OSHA	Yes     No
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Emergency and First Aid Procedures	Rinse with lots of water
---------------------------------------	--------------------------

**ROUTES  
OF  
ENTRY**

1. Inhalation

2. Eyes

3. Skin

4. Ingestion

**SECTION 7 - SPECIAL PRECAUTIONS AND SPILL LEAK PROCEDURES**

Precautions to be Taken  
in Handling and Storage

Other  
Precautions    Keep at a dark place away from direct sunlight

Steps to be Taken in Case  
Material is Released or Spilled    NA

Waste Disposal Methods  
(Consult federal, state, and local regulations)

**SECTION 8 - SPECIAL PROTECTION INFORMATION/CONTROL MEASURES**

Respiratory Protection  
Specify Type

Ventilation	Local Exhaust	Mechanical Coverall	Special	Other
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Protective Gloves	Eye Protection
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Other Protective  
Clothing or Equipment

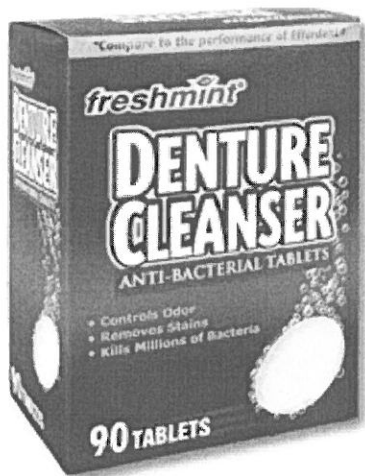
Work Hygienic Practices

**IMPORTANT**



**Bid Department:** 1-800-235-8586  
or FAX 1-888-866-3331

## Denture Cleanser Tablets



### Essential Denture Care

Antibacterial cleanser tablets clean and deodorize full and partial dentures.

- 90 tablets per box
- Sold by the box

Item Number	Description
DENT90	Denture Cleanser Tablets



# Material Safety Data Sheet

FRESHMINT DENTURE CLEANSING TABLETS

May be used to comply with OSHA's Hazard Communication Standard 29 CFR 1910.1200. Standard must be consulted for specific requirements.

QUICK IDENTIFIER DENT40 and DENT90  
Common Name: (used on label and list)

## SECTION 1

Manufacturer's Name	New World Imports		
Address	160 Athens Way	Emergency Telephone Telephone No.	615-329-1906
City, State, and ZIP	Nashville, TN 37228	Other Information Calls	800-329-1903
Signature of Person Responsible for Preparation (Optional)		Date Prepared	March 2009

## SECTION 2 - HAZARDOUS INGREDIENTS/IDENTITY

Hazardous Component(s) (chemical & common name(s))	Percent	ppm	Mg/m <sup>3</sup>	vapor pressure
Oxone <sup>(1)</sup>	30%	N/A	(2)	N/A
Sodium Perborate <sup>(1)</sup>	30%	N/A	(2)	N/A
Lathanol LAL <sup>(1)</sup>	0.6%	N/A	(2)	N/A
EDTA NA <sup>(1)</sup>	0.1%	N/A	(2)	N/A

Note: (1) No ingredient above is listed as a carcinogen by IRAC, NTP, and OSHA. Pr ACGIH  
(2) OSHA establishes a PEL of 15 mg/M<sup>3</sup> (total dust) and 5 mg/M<sup>3</sup> (respirable dust) for "Particulates Not Otherwise Regulated". The ACGIH TLV is 10 mg/M<sup>3</sup> for these particles

## SECTION 3 - PHYSICAL AND CHEMICAL CHARACTERISTICS

Boiling Point	N/A	Specific Gravity(H <sub>2</sub> O = 1)	Vapor Pressure (mm Hg)	N/A
	Vapor Density	N/A		
Solubility in Water	Soluble	Reactivity in Water		
Appearance and Odor		Melting Point	N/A	

## SECTION 4 - FIRE AND EXPLOSION DATA

Flash Point	Method Used	Flammable Limits in Air % by Volume	Non-flammable	LEL Lower	UEL Upper
Auto-Ignition Temperature		Extinguisher Media	Water/fog - CO <sup>2</sup> , extinguishing powder of water spray.		
Special Fire Fighting Procedures	Evacuate hazard area of unprotected personnel. Wear protective clothing including an approved self-contained breathing apparatus. Cool fire-exposed containers with water				
Unusual Fire and Explosion Hazards	Addition of water may cause foaming and effervescence. Decomposition from heat may lead to a release of oxygen promoting combustion of organic matter.				

**SECTION 5 - PHYSICAL HAZARDS (REACTIVITY DATA)**

Stability	Stable	Unstable		Conditions	
		Stable		to Avoid	
Incompatibility (Materials to Avoid)	Avoid contact with combustible material, organic materials and excessive heat. Contact may increase the burning rate of combustible materials. Water causes foaming and effervescence. This is not dangerous.				
Hazardous Decomposition Products	Oxygen, burning may release oxides of carbon and sulfur				
Hazardous Polymerization	May Occur	<input type="checkbox"/>	Dangerous Reactions	Reacts with water and acids	
	Will Not Occur	<input checked="" type="checkbox"/>			

**SECTION 6 - HEALTH HAZARDS**

1. Acute    Not Hazardous		2. Chronic			
Signs and Symptoms of Exposure		N/A			
Medical Conditions Generally Aggravated by Exposure					
Chemical Listed as Carcinogen or Potential Carcinogen	National Toxicology Program	<input type="checkbox"/> Yes <input type="checkbox"/> No	I.A.R.C. Monographs	<input type="checkbox"/> Yes <input type="checkbox"/> No	OSHA <input type="checkbox"/> Yes <input type="checkbox"/> No
Emergency and First Aid Procedures					

**ROUTES  
OF  
ENTRY**

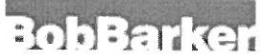
1. Inhalation	Dust may irritate nasal passages of cause irritation to respiratory tract. If encountered, removed to fresh air
2. Eyes	Can cause eye irritation. Wash with copious amounts of water, hold eyelids open to ensure adequate flushing. If irritation persists, call physician.
3. Skin	No general concern can cause moderate skin irritation. Broken skin can be cleansed with soap and water. Immediately remove contaminated clothing and wash affected area with soap and water. If irritation or other symptoms develop. Call a physician.
4. Ingestion	Expected to be slightly toxic by ingestion. If swallowed, do not induce vomiting. Give large amounts of water or milk to dilute ingested material. Call Poison Control Center.

**SECTION 7 - SPECIAL PRECAUTIONS AND SPILL LEAK PROCEDURES**

Precautions to be Taken in Handling and Storage	Precautions to be taken in handling and storing: Store in a cool, dry place. Other precautions: Keep away from incompatible and all flammable materials
Other Precautions	
Steps to be Taken in Case Material is Released or Spilled	Sweep up promptly, and dispose of properly.
Waste Disposal Methods (Consult federal, state, and local regulations)	To be performed in compliance with all current local, state, and Federal regulations, no special restrictions, no special restrictions apply.

**SECTION 8 - SPECIAL PROTECTION INFORMATION/CONTROL MEASURES**

Respiratory Protection Specify Type	None required				
Ventilation	None required	Local Exhaust	Mechanical Coverall	Special	Other
Protective Gloves	None required			Eye Protection	Goggles
Other Protective Clothing or Equipment	None				
Work Hygienic Practices					



**Bid Department:** 1-800-235-8586  
or FAX 1-888-866-3331

## Maximum Security Roll-On Anti-Perspirant 1.5oz

**Bob Barker Item # PPI10150**



- Antiperspirant/ Deodorant
- Eliminates wetness and controls body odor
- Alcohol-free
- Roll-on container
- 1.5 ounces per container
- Clear antiperspirant formulation
- Clear containers to allow for easy contraband inspection
- High quality materials used in producing product
- 96 per case.

# Material Safety Data Sheet

**Maximum Security™ Unscented roll on antiperspirant deodorant**

May be used to comply with OSHA's Hazard Communication Standard 29 CFR 1910.1200. Standard must be consulted for specific requirements.

**QUICK IDENTIFIER (MSD15 / PPI10150)**  
Common Name: Maximum Security Roll-on Deodorant (US MADE PRODUCT)

## SECTION 1

Manufacturer's Name	New World Imports		
Address	160 Athens Way	Emergency Telephone Telephone No.	800-329-1903
City, State, and ZIP	Nashville, TN 37228	Other Information Calls	(615)-329-1906
Signature of Person Responsible for Preparation (Optional)	Date Prepared		Jan 2010

## SECTION 2 - HAZARDOUS INGREDIENTS/IDENTITY

Hazardous Component(s) (chemical & common name(s))	OSHA PEL	ACGIH TLV	Other Exposure Limits	% (optional)	CAS No.
Aluminum Chlorohydrate	Not Established	Not Established		< 25	12042-91-0
Non Hazardous product					

## SECTION 3 - PHYSICAL AND CHEMICAL CHARACTERISTICS

Boiling Point	100° F	Specific Gravity(H <sub>2</sub> O = 1)	1.05	Vapor Pressure (mm Hg)	
	Vapor Density (Air = 1)	>1			
Solubility in Water	Contains water insoluble ingredients.	Reactivity in Water			
Appearance and Odor	Thin, translucent liquid with pleasant odor.			Melting Point	< 32° F

## SECTION 4 - FIRE AND EXPLOSION DATA

Flash Point	None	Method Used	Flammable Limits in Air % by Volume	LEL Lower	N/A	UEL Upper	N/A
Auto-Ignition Temperature			Extinguisher Media	Appropriate to surrounding fire.			
Special Fire Fighting Procedures	None						
Unusual Fire and Explosion Hazards	None						

**SECTION 5 - PHYSICAL HAZARDS (REACTIVITY DATA)**

Stability	Stable	Unstable Stable	[ ] Conditions [ ] to Avoid
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Incompatibility (Materials to Avoid)	Oxidizing material may cause a reaction.
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Hazardous Decomposition Products	None in normal use.
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Hazardous Polymerization	May Occur Will Not Occur	[ X ]	Conditions to Avoid
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**SECTION 6 - HEALTH HAZARDS**

1. Acute

2. Chronic

Signs and Symptoms of Exposure	Non-irritating except to very sensitive individuals. May cause irritation to sensitive eyes and skin.
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Medical Conditions Generally Aggravated by Exposure	None known
--	------------

Chemical Listed as Carcinogen or Potential Carcinogen	National Toxicology Program	[ ] Yes [ ] No	I.A.R.C. Monographs	[ ] Yes [ ] No	OSHA	[ ] Yes [ ] No
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Emergency and  
First Aid Procedures**ROUTES  
OF  
ENTRY**1.  
Inhalation

Not possible as supplied.

2. Eyes

Flush eyes in clear running water. If irritation results and persists, GET  
MEDICAL ATTENTION.

3. Skin

Wash with soap and water

4. Ingestion

Seek medical attention.

**SECTION 7 - SPECIAL PRECAUTIONS AND SPILL LEAK PROCEDURES**

Precautions to be Taken in Handling and Storage	Keep container closed when not in use. Follow label instructions.
--	---

Other Precautions	Keep this and all chemicals out of reach of children.
----------------------	---

Steps to be Taken in Case Material is Released or Spilled	Mop up and flush to sanitary sewer.
--	-------------------------------------

Waste Disposal Methods (Consult federal, state, and local regulations)	Discard with other sanitary wastes.
---	-------------------------------------

**SECTION 8 - SPECIAL PROTECTION INFORMATION/CONTROL MEASURES**

Respiratory Protection Specify Type	Not required for normal intended use.
--	---------------------------------------

Ventilation	Local Exhaust	Mechanical Coverall	Special	Other
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Protective Gloves	Not Required	Eye Protection	Not Required
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Other Protective Clothing or Equipment	Not Required
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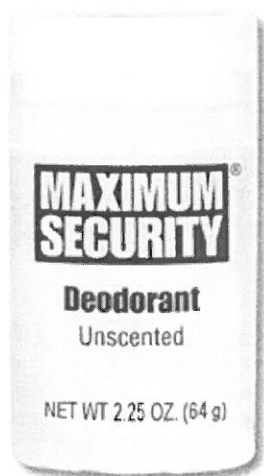
Work Hygienic Practices	Practice good housekeeping practices.
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**IMPORTANT**



**Bid Department:** 1-800-235-8586  
or FAX 1-888-866-3331

### Maximum Security Stick Deodorant, 2.25 oz.



#### Maximum Security offers maximum protection

Control odor AND save money at the same time with Maximum Security stick deodorant. Not only does our alcohol-free Maximum Security deodorant offer powerful protection from odor causing bacteria, it's a fraction of the cost of other leading national brands.

- Alcohol & scent free.
- See-through container.
- Product is also transparent.
- 24 per case.

Item Number	Description
MS6787	Maximum Security Stick Deodorant, 2.25 oz.



**BLUE CROSS LABORATORIES**

20950 CENTRE POINTE PARKWAY, SANTA CLARITA, CALIF. 91350 (861) 255-0955, FAX (861) 255-3628

**MATERIAL SAFETY DATA SHEET****SECTION 1 - CHEMICAL SUBSTANCE/PRODUCT AND COMPANY IDENTIFICATION**

- **Finished Product**

**MAXIMUM SECURITY DEODORANT**

- **Company Identification:**

Blue Cross Laboratories  
20950 Centre Pointe Parkway  
Santa Clarita, CA 91350  
661-255-0955

- In case of medical emergencies, please contact your local poison control center.

- **DATE:** February 2011

**SECTION 2 - HAZARDS IDENTIFICATION****EMERGENCY OVERVIEW:**

This is a personal care or cosmetic product that is safe for consumers and other users under intended and reasonably foreseeable use. Additional information on toxicological endpoints is available from the supplier upon request.

**POTENTIAL HEALTH EFFECTS:**

- **Eye:**

Contact may cause mild, transient irritation. Some redness and/or stinging may occur.

- **Skin:**

Not expected to be irritating, sensitizing, photoallergenic or phototoxic when used as intended. If irritation occurs following intended use or prolonged contact it is expected to be mild and transient.

- **Inhalation:**

Not expected to be irritating to the respiratory system. Not volatile therefore limited inhalation exposure anticipated.

- **Ingestion:**

Product used as intended is not expected to cause gastrointestinal irritation. Accidental ingestion of undiluted product may cause mild gastrointestinal irritation with nausea, vomiting and diarrhea.

- 2 -

**SECTION 3 - COMPOSITION AND INGREDIENTS**

The complete ingredient list for the finished product(s) is as follows:

**Propylene Glycol, Water, Sodium Stearate, Pentadoxynol-200  
Triethanolamine, Triclosan, Tetrasodium EDTA**

The product(s) does not contain ingredients considered hazardous as defined by OSHA, 29 CFR 1910.1200 and/or WHMIS under the HPA.

**SECTION 4 - FIRST AID MEASURES**

- **Eye:**

Thorough rinsing for 15-20 minutes of the affected eye with water is recommended. If discomfort or irritation persists, contact a physician.

- **Skin Problem:**

Thoroughly rinse with water. Discontinue use of product. Apply cold compresses to affected areas to relieve any discomfort. If discomfort persists, contact a physician.

- **Inhalation:**

If respiratory irritation occurs, remove individual to fresh air.

- **Ingestion:**

Accidental ingestion of product may necessitate medical attention. In case of accidental ingestion dilute with fluids (water or milk) and treat symptomatically. Do not induce vomiting. Note: After first aid treatment, the caller should be advised that 1) a hospital emergency room or family physician should be consulted if anything unusual occurs or appears necessary in the judgment of the caller, and 2) that the subsequent management of the accident should be dictated by any persistent symptoms and under the direction of the physician.

**SECTION 5 - FIRE FIGHTING MEASURES**

- **Flash Point:** Not applicable.

- **Extinguishing Media:** Use chemical foam, dry chemical, carbon dioxide or water.

- **Explosion Hazard:** No applicable information has been found.

- **Fire Fighting Instructions:** Contact emergency personnel. Use self-contained breathing apparatus and full protective gear if large quantities of product are involved. Hazardous decomposition products may be released. Thermal degradation may produce oxides of carbon and/or nitrogen; hydrocarbons and/or derivatives.

**SECTION 6 - ACCIDENTAL RELEASE MEASURES**

- **Procedures for Spill/Leak Clean-up:**

**For Household Settings:** No applicable information.

- 3 -

**For Non-Household Settings:** Use safety glasses or safety goggles if splash hazards exist; use gloves and other protective clothing (apron, boots, etc) to prevent skin contact.

**SECTION 7 - HANDLING AND STORAGE**

- **Precautions for Safe Handling**

**For Household Settings:** Keep out of reach of children.

**For Non-Household Settings:** No unusual handling or storage requirements. Storage in large quantities (as in warehouses) should be in a well-ventilated, cool area.

- **Conditions for Safe Storage:**

**For Household Settings:** No applicable information has been found.

**For Non-Household Settings:** No unusual handling or storage requirements. Storage in large quantities (as in warehouses) should be in a well-ventilated, cool area.

**Other Recommendations:** None.

**SECTION 8 - EXPOSURE CONTROLS, PERSONAL PROTECTION**

**For Household Settings:** This is a personal care or cosmetic product that is safe for consumers and other users under normal and reasonably foreseen use.

**For Non-Household Settings:** Use safety glasses or safety goggles if splash hazards exist; use gloves and other protective clothing (apron, boots, etc) to prevent skin contact. Always follow good hygienic work practices. Avoid prolonged contact with skin and clothing.

**SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES**

• <b>Color, Odor and Appearance:</b> Clear	• <b>Melting Point:</b> 145°F (62.8°C)
• <b>Physical State:</b> Solid	• <b>Boiling Point:</b> Not applicable.
• <b>pH:</b> Not applicable.	• <b>Solubility in Water:</b> Slightly soluble.
• <b>Flashpoint:</b> Not applicable.	• <b>% VOC:</b> Complies with Federal and State regulations for VOC content.
• <b>Vapor Density:</b> Not applicable.	• <b>Specific Gravity:</b> 1.03

**SECTION 10 - STABILITY AND REACTIVITY**

- **Conditions to Avoid:** No applicable information has been found.

- **Other Recommendations:** None.

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**SECTION 11 - TOXICOLOGICAL INFORMATION**

This is a personal care or cosmetic product that is safe for consumers and other users under intended and reasonably foreseeable use. Additional information on toxicological endpoints is available from the supplier upon request.

**Chronic Effects:** Finished product is not expected to have chronic health effects.

**Target Organs:** No adverse health effects on target organs expected for finished product.

**Carcinogenicity:** Finished product is not expected to be carcinogenic.

NTP: No IARC: No OSHA: No

**SECTION 12 - ECOLOGICAL INFORMATION**

The product ingredients are expected to be safe for the environment at concentrations predicted under normal use and accidental spill scenarios. Packaging components are compatible with the conventional solid waste management practices. Additional information is available from the supplier on request.

**SECTION 13 - DISPOSAL CONSIDERATIONS**

Disposal should be in accordance with Federal, State/Provincial and Local regulations.

**For Household Settings:** The following instructions are for consumer usage only. Do not discharge product into natural waters without pre-treatment or adequate dilution.

**For Non-Household Settings:** Products covered by this MSDS, in their original form, when disposed as waste, are considered non hazardous waste according to Federal RCRA regulations (40 CFR 261). Disposal should be in accordance with local, state and federal regulations.

**California Waste Code:** 331

**SECTION 14 - TRANSPORT INFORMATION**

Finished packaged product transported by ground (DOT): Non hazardous

Finished packaged product transported by vessel (IMDG): Non hazardous

Finished packaged product transported by air (IATA): Non hazardous

**SECTION 15 - ADDITIONAL REGULATORY INFORMATION**

EU DPD (Dangerous Products Directive) Classification (DPD 88/379/EEC).

Regulated as a Cosmetic and/or Drug under FDA (US), HPB (Canada), Cosmetic Directive (EU), MHW (Japan) and MOH (China).

While the finished product(s) is not considered hazardous as defined in 29 CFR 1910.1200 (d), this MSDS contains valuable information critical to the safe handling and proper use of the product.

**US Federal**

The product described in this Material Safety Data Sheet is regulated under the Federal Food, Drug, and Cosmetics Act and is safe to use as per directions on container, box or accompanying

- 5 -

literature (where applicable).

**CERCLA reportable quantity (RQ):** None.

**SARA 313/302/304/311/312 chemicals:** None.

**Canada**

All ingredients are CEPA approved for import to Canada. This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and this MSDS contains all information required by the CPR.

**US States**

**CA Prop 65:**

This product is not subject to warning labeling under California Proposition 65.

**State Right-to-Know:**

The following ingredients are present in the finished product and are listed on the following state right-to-know lists:

Ingredient	CAS #	Level	State	
Propylene Glycol	57-55-6	10-30%	PA	RI

**Other**

Perfumes contained within the products covered by this MSDS comply with appropriate IFRA guidance.

**DISCLAIMER:** This MSDS is intended to provide a brief summary of our knowledge and guidance regarding the use of this material. The information contained here has been compiled from sources considered by Blue Cross Laboratories to be dependable and is accurate to the best of the Company's knowledge. It is not meant to be an all-inclusive document on worldwide hazard communication regulations.

This information is offered in good faith. Each user of this material needs to evaluate the conditions of use and design the appropriate protective mechanisms to prevent employee exposures, property damage or release to the environment. Blue Cross Laboratories assumes no responsibility for injury to the recipient or third persons, or for any damage to any property resulting from misuse of the product.



P.O. Box 429  
Fuquay-Varina, NC 27526  
PH: 1-800-334-9880  
Fax: 1-800-322-7537  
[www.bobbarker.com](http://www.bobbarker.com)

## Sanitary Napkin, Individually Wrapped

Item #: SN12-C

---

<b><u>Description:</u></b>	Beltless powder-free maxi pad w/adhesive strips (w/o wings) individually wrapped (Non-Sterile)
<b><u>Total Weight:</u></b>	8 grams +/-0.5g per piece
<b><u>Length of Pad:</u></b>	9.06 inches (230mm)
<b><u>Width of Pad:</u></b>	3.62 inches, (92mm)
<b><u>Adhesive Backing (pull-off strip):</u></b>	length 6.5 inches (165mm)
<b><u>Adhesive Backing (pull-off strip):</u></b>	width 1.18inches (30mm)
<b><u>Pad Filler:</u></b>	length 7.68 inches (195mm)
<b><u>Pad Filler:</u></b>	width 2.56 inches (65mm)
<b><u>Absorbency:</u></b>	110ml per piece
<b><u>Packaging:</u></b>	12pieces, 48packs
<b><u>Carton Size:</u></b>	430x410x230mm
<b><u>Net Weight:</u></b>	9.92 lbs or4.5kgs per carton
<b><u>Gross Weight:</u></b>	12.13 lbs or 5.5kgs per carton
<b><u>Main Material &amp; Structure:</u></b>	<ol style="list-style-type: none"><li>1.Top layer: Non-woven fabric</li><li>2. Center layer: tissue paper with fluff pulp and SAP.</li><li>3. Bottom layer: PE film with release paper</li><li>4. Pouch: PE film</li></ol>



**Bob Barker****Bid Department:** 1-800-235-8586  
or FAX 1-888-866-3331**Liceall Lice-Control Shampoo, 1 Gal.****Non-Foaming Liceall Shampoo kills lice and other parasites**

Using powerful parasite killing ingredients such as Pyrethrin and Piperonyl Butoxide, Liceall's Non-Foaming Shampoo effectively kills head lice, body lice and crabs. Just apply the liquid solution to the affected area for only 10 minutes, and then wash thoroughly with warm water and soap or shampoo. Use a fine toothed comb or special lice/nit removing comb to help remove dead lice or their eggs (nits) from hair. Repeat within 7-10 days to kill any newly hatched lice. This product is for external use only. Important: Read Warnings before use.

- One pump is provide with each gallon.
- Pump dispenses individual portions of approximately 1 oz.

**Active ingredients:**

Pyrethrins - 0.3%

Piperonyl, Butoxide, Technical - 3.0%

Inert Ingredients (including Benzyl Alcohol) - 96.7%

**Note: This item cannot ship next day, 2nd day or 3rd day air.**

Item Number	Description
LCS-128	Liceall Lice-Control Shampoo, 1 Gal.

----- MATERIAL SAFETY DATA SHEETS -----

IDENTITY (As Used on Label and List): LICE ALL SHAMPOO Bob Barker Co

DATE PREPARED: November 21, 2006

SECTION I

MANUFACTURER'S NAME: CHEM-TECH, LTD.  
4515 FLEUR DR.#303  
DES MOINES, IA 50321

EMERGENCY TELEPHONE NUMBER: 1-800-424-9300 CHEMTREC  
TELEPHONE NUMBER FOR INFORMATION: 515/287-6778

SECTION II - HAZARDOUS INGREDIENTS/IDENTITY INFORMATION

Hazardous Components (Specific Chemical Identity: Common Name(s))	OSHA PEL	ACGIH TLV	% (optional)
Pyrethrin CAS#: 8003-34-7	TWA-5 mg/m3	TWA-5 mg/m3	0.3
Piperonyl Butoxide, Tech CAS#: 51-03-6	N/EN/E		3.0
Petroleum Solvent CAS#: 64742-47-8	N/E	N/E	1.2
Benzyl Alcohol CAS#: 100-51-6	N/E	N/E	2.4
Octylphenoxypolyethoxyethanol CAS#: 9036-19-5	nonionic surfactant N/E	N/E	8.7
Water CAS#: 7732-18-5	N/E	N/E	84.4

This product contains the following toxic chemicals subject to the reporting requirements of section 313 of the Emergency Planning and Community Right-to Know Act of 1986 and of 40 CFR 372:

CAS #	CHEMICAL NAME	% BY WEIGHT
#51-03-6	Piperonyl Butoxide	3.0

SECTION III - PHYSICAL/CHEMICAL CHARACTERISTICS

SPECIFIC GRAVITY @ 20 deg C: 1.0  
WEIGHT/GALLON: 8.35  
PARTICLE SIZE: N/A  
SOLUBILITY IN WATER: Miscible  
REFRACTIVE INDEX @ 25 deg. C: N/E  
FLASH POINT (TCC): >200 deg F  
ODOR: Mild  
BULK DENSITY: N/A  
SOLUBILITY (OIL): Partial

SECTION IV - FIRE HAZARD DATA

EXTINGUISHING MEDIA: Foam, CO<sub>2</sub>, dry chemicals & water fog.  
SPECIAL PROCEDURES: Use self-contained breathing apparatus.  
Cool fire exposed area and equipment

SECTION V - HEALTH HAZARD DATA

TOXICITY CATEGORY: III DERMAL LD<sub>50</sub>: None Established  
ORAL LD<sub>50</sub>: N/E EYE EFFECTS: Irritant  
INHALATION LC<sub>50</sub>: N/E SKIN EFFECTS: N/E  
EMERGENCY OR FIRST AID TREATMENT: SEE "STATEMENT OF PRACTICAL TREATMENT"

SECTION VI - SPILL OR LEAK PROCEDURES

STEPS TO BE TAKEN IN CASE MATERIAL IS SPILLED OR RELEASED:

Soak up with an absorbent material such as sand, sawdust, earth, fuller's earth, etc. Dispose of with chemical waste.

WASTE DISPOSAL METHOD:

Do not contaminate water, food or feed by storage or disposal.

PESTICIDE DISPOSAL: Pesticide spray mixture or rinse water that cannot be used according to label instructions must be disposed of at or by an approved waste disposal facility.

CONTAINER DISPOSAL: Triple rinse (or equivalent) then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or by other approved local procedures.

SECTION VII - SPECIAL PROTECTION INFORMATION

RESPIRATORY PROTECTION: None

PROTECTIVE GLOVES: Rubber

EYE PROTECTION: Safety glasses

OTHER PRECAUTIONS:

Harmful if swallowed. KEEP OUT OF REACH OF CHILDREN.

Do not transport or store under 32 deg F.

SECTION VIII - ADDITIONAL PRECAUTIONS  
ENVIRONMENTAL HAZARDS

This product is toxic to fish. Do not apply directly to lakes, streams, ponds, tidal marshes or estuaries. Do not apply where runoff is likely to occur. Do not apply when weather conditions favor drift from areas treated. Do not contaminate water by cleaning of equipment or disposal of wastes.

SECTION IX - STATEMENT OF PRACTICAL TREATMENT

EMERGENCY AND FIRST AID PROCEDURES:

EYES: Flush with water for 15 minutes. If irritation persists, contact a physician.

SKIN: Remove contaminated clothing and wash with soap and water. If irritation persists, contact a physician.

INHALATION: Remove to fresh air and respirate.

ORAL: Drink one or two glasses of water and induce vomiting by touching the back of the throat with finger. Repeat until vomit fluid is clear. Call a physician or poison control center. Do not induce vomiting or give anything by mouth to an unconscious person.

CONTACT PHYSICIAN.

The information contained herein is believed to be complete and accurate. However, it is the user's responsibility to determine the suitability of the information for their particular purpose. CHEM-TECH, LTD. assumes no additional liability or responsibility resulting from the use of or reliance on, this information.

NFPA 1-0-0

HMIS 1-0-0

## **Maximum Security Single Blade Razor, Clear**

- Construction:** One Piece construction design features an open back and closed end to prevent hiding contraband, clear removable safety cap
- Blade:** Stainless steel single blade, adopted electrostatic spray and sputter coating processing on blade edge
- Handle:** Plastic handle is constructed of High Impact Polystyrene(HIPS)
- Clarity:** Clear color offers a safe convenient way to identify contraband
- Packaging:** 10 razors per bag, 100 bags per case

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PO Box 429  
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**Bid Department:** 1-800-235-8586  
or FAX 1-888-866-3331

### Bob Barker Twin Blade Razor, Royal Blue



- Clear, removable safety cap.
- Stainless steel twin-blade.
- Royal blue handle with royal blue head.
- One piece construction.
- 6 boxes of 100 razors.

**As low as \$.09 each!**

Item Number	Description
RTB600	Bob Barker Twin Blade Razor, Royal Blue



**Bid Department:** 1-800-235-8586  
or FAX 1-888-866-3331

### Freshscent Shave Cream, 1.5 oz.



- Regular aerosol.
- Alcohol free.
- 144 per case.

Item Number	Description
ASC15	Freshscent Shave Cream, 1.5 oz.

# Material Safety Data Sheet

## Freshscent Aerosol Shave Cream

May be used to comply with OSHA's Hazard Communication Standard  
29 CFR 1910.1200. Standard must be consulted for specific requirements.

### QUICK IDENTIFIER (ASC15 & ASC11)

Common Name: (used on label and list)

#### SECTION 1 (Not Applicable)

Manufacturer's  
Name

Address

Emergency Telephone  
Telephone No.

800-329-1903

City, State, and ZIP

Other Information  
Calls

800-329-1903

Signature of Person  
Responsible for Preparation (Optional)

Date  
Prepared

APRIL 1999

#### SECTION 2 - HAZARDOUS INGREDIENTS/IDENTITY

Hazardous Component(s) (chemical & common name(s))

OSHA  
PEL

ACGIH  
TLV

Other  
Exposure  
Limits

%  
(optional)

CAS  
No.

ISOBUTANE

NE

NE

CAS 75-28-5

PROPANE

1000 ppm

NE

CAS 74-98-6

BUTANE

800 ppm

800 ppm

CAS 106-97-8

#### SECTION 3 - PHYSICAL AND CHEMICAL CHARACTERISTICS

Boiling  
Point

N/A

Specific  
Gravity( $\text{H}_2\text{O} = 1$ )

Vapor  
Pressure (mm Hg)

Vapor  
Density (Air = 1) <1

Solubility  
in Water

Appreciable

Reactivity in  
Water

Appearance  
and Odor

White foam with characteristic odor

Melting  
Point

N/A

#### SECTION 4 - FIRE AND EXPLOSION DATA

Flash  
Point

Non-Flammable

Method  
Used

DOT Aerosol Test

Flammable Limits  
in Air % by Volume

Propellant Only

LEL  
Lower

1.9

UEL  
Upper

9.5

Extinguisher  
Media

Foam, Water Dry Chemical, Carbon Dioxide, Halon

Auto-Ignition  
Temperature

Special Fire  
Fighting Procedures

Unusual Fire and  
Explosion Hazards

Containers generate pressure when heated, causing violent bursting and dangerous propelling of containers.



**SECTION 5 - PHYSICAL HAZARDS (REACTIVITY DATA)**

Stability	Unstable Stable	Stable	Conditions     to Avoid	Not Established
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Incompatibility (Materials to Avoid)	Oxygen and strong oxidizing materials
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Hazardous Decomposition Products	Carbon oxides formed when burned
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Hazardous Polymerization	May Occur Will Not Occur	X	Conditions to Avoid	Not Established
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**SECTION 6 - HEALTH HAZARDS**

1. Acute	
2. Chronic	High concentrations in the air cause a deficiency of oxygen with risk of unconsciousness.

Signs and Symptoms of Exposure	Dizziness, headache, etc.
-----------------------------------	---------------------------

Medical Conditions Generally Aggravated by Exposure	None known to date
--	--------------------

Chemical Listed as Carcinogen or Potential Carcinogen	N/A	National Toxicology Program	Yes No	N/A	I.A.R.C. Monographs	Yes No	N/A	OSHA	Yes No
--	-----	--------------------------------	-----------	-----	------------------------	-----------	-----	------	-----------

Emergency and First Aid Procedures	Remove from exposure, if symptoms continue seek medical attention.
---------------------------------------	--

**ROUTES  
OF  
ENTRY**

1. Inhalation

2. Eyes

3. Skin

4. Ingestion

**SECTION 7 - SPECIAL PRECAUTIONS AND SPILL LEAK PROCEDURES**Precautions to be Taken  
in Handling and Storage

Store below 120°. In case of accidental puncturing with fork lift, shut off lift and ignition sources. Ventilate area.

Other Precautions	Use with adequate ventilation.
----------------------	--------------------------------

Steps to be Taken in Case Material is Released or Spilled	Protect from ignition. Absorb spilled liquid with commercial non-flammable absorbent.
--	---

Waste Disposal Methods (Consult federal, state, and local regulations).  
Dispose in accordance with federal, state and local regulations. Consult with appropriate regulatory agency prior to disposal

**SECTION 8 - SPECIAL PROTECTION INFORMATION/CONTROL MEASURES**

Respiratory Protection Specify Type	None required for normal handling.
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Ventilation	Local Exhaust	For small enclosed work areas.	Mechanical Coverall	Adequate for Storage	Special	Other
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Protective Gloves	Not required for normal handling.	Eye Protection	Not Required
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Other Protective Clothing or Equipment	Not required for normal handling.
--	-----------------------------------

Work Hygienic Practices	N/A
-------------------------	-----

**IMPORTANT**



**Bid Department:** 1-800-235-8586  
or FAX 1-888-866-3331

### Tampons, Wrapped



- Individually wrapped in paper.
- Cardboard applicator.
- Regular absorbancy.
- 500 per case.

Item Number	Description
TPX500	Tampons, Wrapped



**Bid Department:** 1-800-235-8586  
or FAX 1-888-866-3331

## Thumb Toothbrush

Bob Barker Item # TH42



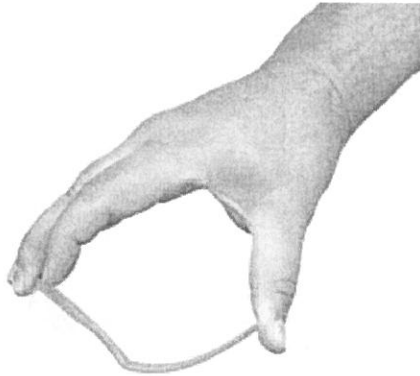
- Soft, Dupont 6 nylon bristles.
- 42 Tufts
- Flexible, high-temperature resistant polypropylene handle.
- 3" length.
- Convenient "thumb" handle.
- White color.
- Individually sealed in clear bags.
- Designed for security situations.

72 Each Per Case



**Bid Department:** 1-800-235-8586  
or FAX 1-888-866-3331

### Flexible Handle Shorty Toothbrush



#### **Flexible Handle Shorty Toothbrushes help prevent weapon making**

Made from tough plastic, this 5-1/2" Shorty Toothbrush's flexible handle makes it extremely hard to break. It's bright orange handle also makes it easy to see and hard to hide. Each toothbrush comes individually wrapped in clear bags.

- 5-1/2" length.
- 30-tuft, nylon-bristle.
- Orange handle.
- 144 per case.

Item Number	Description
BBFH30	Flexible Handle Shorty Toothbrush

## **Maximum Security Toothpaste 1.5 oz**

**Ingredients:** Animal fat-free fluoride formula provides maximum protection against tooth decay and gum disease.

**Clarity:** Colorless see-through formula and clear plastic tubing offers a safe, convenient way to identify contraband

**Packaging:** 144 per case

**Size:** 1.5 oz Tube

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## **Maximum Security Toothpaste 4.6 oz**

**Ingredients:** Animal fat-free fluoride formula provides maximum protection against tooth decay and gum disease.

**Clarity:** Colorless see-through formula and clear plastic tubing offers a safe, convenient way to identify contraband

**Packaging:** 60 per case

**Size:** 4.6 oz Tube

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# Material Safety Data Sheet

May be used to comply with OSHA's Hazard Communication Standard  
29 CFR 1910.1200. Standard must be consulted for specific requirements.

## Maximum Security Gel Toothpaste

QUICK  
IDENTIFIER:MS306,MS504N,MST15,MST85,  
MSTP

Common Name: (used on label and list)

### SECTION 1

Manufacturer's Name	New World Imports	
Address	160 Athens Way	Emergency Telephone Telephone No. 800-329-1903
City, State, and ZIP	Nashville, TN 37228	Other Information Calls 615-329-1906
Signature of Person Responsible for Preparation (Optional)		Date Prepared March 2009

### SECTION 2 - HAZARDOUS INGREDIENTS/IDENTITY

Hazardous Component(s) (chemical & common name(s))	OSHA PEL	ACGIH TLV	Other Exposure Limits	% (optional)	CAS No.
No Hazardous Ingredient					

### SECTION 3 - PHYSICAL AND CHEMICAL CHARACTERISTICS

Boiling Point	Not Applicable	Specific Gravity(H <sub>2</sub> O = 1)	
Vapor Density (Air = 1)	Not Applicable	Vapor Pressure (mm Hg)	Not Applicable
Solubility in Water	Partially	Reactivity in Water	
Appearance and Odor	Clear Gel, Mint flavor, paste	Melting Point	Not Applicable

### SECTION 4 - FIRE AND EXPLOSION DATA

Flash Point	Non combustible	Method Used	Flammable Limits in Air % by Volume	LEL Lower	UEL Upper			
Auto-Ignition Temperature		Extinguisher Media	Dry chemical powder, CO2, water					
Special Fire Fighting Procedures	Not Applicable							
Unusual Fire and Explosion Hazards	Not Applicable							



**SECTION 5 - PHYSICAL HAZARDS (REACTIVITY DATA)**

Stability	Unstable Stable	Stable	<input type="checkbox"/> Conditions <input type="checkbox"/> to Avoid	None
Incompatibility (Materials to Avoid)	Acids			
Hazardous Decomposition Products	Products of incomplete combustion may include CO, CO <sub>2</sub> , and dense smoke.			
Hazardous Polymerization	May Occur Will Not Occur	<input type="checkbox"/> <input checked="" type="checkbox"/>	Conditions to Avoid	Not Applicable

**SECTION 6 - HEALTH HAZARDS**

1. Acute	2. Chronic			
	Not Applicable	Not Applicable		
Signs and Symptoms of Exposure	None Known			
Medical Conditions Generally Aggravated by Exposure	None Known			
Chemical Listed as Carcinogen Toxicology or Potential Carcinogen	National Program	<input type="checkbox"/> Yes <input type="checkbox"/> No	I.A.R.C. Monographs <input type="checkbox"/> Yes <input type="checkbox"/> No	OSHA <input type="checkbox"/> Yes <input type="checkbox"/> No
Emergency and First Aid Procedures	Not Applicable			

**ROUTES  
OF  
ENTRY**

1. Eyes Rinse thoroughly with plenty of water. In case of persistent eye irritation, consult a physician
2. Skin No hazards which require special first aid measures

**SECTION 7 - SPECIAL PRECAUTIONS AND SPILL LEAK PROCEDURES**

Precautions to be Taken in Handling and Storage	Use respiratory protection equipment		
Other Precautions			
Steps to be Taken in Case Material is Released or Spilled			
Waste Disposal Methods (Consult federal, state, and local regulations)	Observe all state and local regulations.		

**SECTION 8 - SPECIAL PROTECTION INFORMATION/CONTROL MEASURES**

Respiratory Protection Specify Type	Not Required			
Ventilation	Local Exhaust	Mechanical Coverall	Special	Other
Protective Gloves	Not Required		Eye Protection	Not Required
Other Protective Clothing or Equipment	Normal			
Work Hygienic Practices	Normal			

**IMPORTANT**