West Virginia
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

WVOASIS

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Welcome, Lu Anne Cottrill

Procurement | Budgeting | Accounts Receivable | Accounts Payable

Solicitation Response(SR) **Dept:** 0608 **ID:** ESR11091700000002079 **Ver.:** 1 **Function:** New **Phase:** Final **Modified by** batch , 11/28/2017

Header 3

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 390224

Procurement Type: Central Master Agreement

Vendor ID: 000000230353

Legal Name: AMERCARE PRODUCTS INC

Alias/DBA: PHOENIX TRADING INC

Total Bid: $0.00

Response Date: 11/20/2017

Response Time: 17:30

SO Doc Code: CRFQ

SO Dept: 0608

SO Doc ID: COR1800000009

Published Date: 11/17/17

Close Date: 11/28/17

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM 2 INMATE HYGIENE PRODUCTS

Total of Header Attachments: 3

Total of All Attachments: 3

Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder : 390224

Solicitation Description : ADDENDUM 2 INMATE HYGIENE PRODUCTS

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-11-28 13:30:00	SR 0608 ESR11091700000002079	1

VENDOR

000000230353

AMERCARE PRODUCTS INC

PHOENIX TRADING INC

Solicitation Number: CRFQ 0608 COR1800000009

Total Bid : $0.00 **Response Date:** 2017-11-20 **Response Time:** 17:30:13

Comments:

FOR INFORMATION CONTACT THE BUYER

Crystal Rink

(304) 558-2402
crystal.g.rink@wv.gov

Signature on File **FEIN #** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	INMATE HYGIENE PRODUCTS	0.00000	EA	$259,808.000000	$0.00

Comm Code	Manufacturer	Specification	Model #
53131503			

Extended Description :

VENDOR MUST COMPLETE THE ATTACHED PRICING PAGE, EXHIBIT A. IF BIDDING ELECTRONICALLY, VENDOR IS TO PUT $0.00 ON THE COMMODITY LINE IN WVOASIS, COMPLETE THE EXCEL PRICING PAGE, AND UPLOAD INTO WVOASIS AS AN ATTACHMENT. ONLY PRICING SUBMITTED VIA EXHIBIT A PRICING PAGE WILL BE EVALUATED FOR AWARD.

Purchasing Divison
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
—

Proc Folder: 390224

Doc Description: ADDENDUM 2 INMATE HYGIENE PRODUCTS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-11-17	2017-11-28 13:30:00	CRFQ 0608 COR1800000009	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:
Phoenix Trading, Inc.
DBA Amercare Products, Inc.
17661 128th Place NE
Woodinville, WA 98072
Phone 800-556-6322

FOR INFORMATION CONTACT THE BUYER
Crystal Rink
(304) 558-2402
crystal.g.rink@wv.gov

Signature X [signature] **FEIN #** 91-1552820 **DATE** 11/20/17

All offers subject to all terms and conditions contained in this solicitation

FORM ID : WV-PRC-CRFQ-001

ADDITIONAL INFORMAITON:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR INMATE HYGIENE PRODUCTS PER THE ATTACHED DOCUMENTATION.

INVOICE TO	SHIP TO
FISCAL DEPARTMENT	
DIVISION OF CORRECTIONS - CENTRAL OFFICE	STATE OF WEST VIRGINIA
1409 GREENBRIER ST STE 300	VARIOUS LOCATIONS AS INDICATED BY ORDER
CHARLESTON WV25311	No City WV 99999
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	INMATE HYGIENE PRODUCTS	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53131503			

Extended Description :

VENDOR MUST COMPLETE THE ATTACHED PRICING PAGE, EXHIBIT A. IF BIDDING ELECTRONICALLY, VENDOR IS TO PUT $0.00 ON THE COMMODITY LINE IN WVOASIS, COMPLETE THE EXCEL PRICING PAGE, AND UPLOAD INTO WVOASIS AS AN ATTACHMENT. ONLY PRICING SUBMITTED VIA EXHIBIT A PRICING PAGE WILL BE EVALUATED FOR AWARD.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2017-11-08

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Purchasing Divison
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
—

Proc Folder: 390224

Doc Description: ADDENDUM 2 INMATE HYGIENE PRODUCTS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-11-17	2017-11-28 13:30:00	CRFQ 0608 COR1800000009	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:

Phoenix Trading, Inc.
DBA Amercare Products, Inc.
17661 128th Place NE
Woodinville, WA 98072

Phone 800-556-6322

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
(304) 558-2402
crystal.g.rink@wv.gov

Signature X [signature] **FEIN #** 91-1552820 **DATE** 11/20/17

All offers subject to all terms and conditions contained in this solicitation

FORM ID : WV-PRC-CRFQ-001

ADDITIONAL INFORMAITON:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR INMATE HYGIENE PRODUCTS PER THE ATTACHED DOCUMENTATION.

INVOICE TO	SHIP TO
FISCAL DEPARTMENT	
DIVISION OF CORRECTIONS - CENTRAL OFFICE	STATE OF WEST VIRGINIA
1409 GREENBRIER ST STE 300	VARIOUS LOCATIONS AS INDICATED BY ORDER
CHARLESTON WV25311	No City WV 99999
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	INMATE HYGIENE PRODUCTS	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
53131503			

Extended Description :

VENDOR MUST COMPLETE THE ATTACHED PRICING PAGE, EXHIBIT A. IF BIDDING ELECTRONICALLY, VENDOR IS TO PUT $0.00 ON THE COMMODITY LINE IN WVOASIS, COMPLETE THE EXCEL PRICING PAGE, AND UPLOAD INTO WVOASIS AS AN ATTACHMENT. ONLY PRICING SUBMITTED VIA EXHIBIT A PRICING PAGE WILL BE EVALUATED FOR AWARD.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2017-11-08

SOLICITATION NUMBER: CRFQ COR1800000009
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("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. To modify specification 3.1.1.13
2. To extend bid opening date to November 28, 2017 at 1:30 PM EST

No other changes at this time

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 A

CRFQ COR1800000009
Addendum 2
Correction of Error

Section 3.1.1.13 of the specifications has been modified to the following:

3.1.1.13 Toothpaste must be in a see-through tube and be transparent, and come in three different sizes as described in the following. Must come in a (small) minimum .85oz to a maximum of 1.3oz, (medium) minimum 1.4oz to maximum of 2.5oz, (large) minimum 4.0oz to maximum 6.5oz.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: COR1800000009

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)

[✓]	Addendum No. 1	[ ]	Addendum No. 6
[✓]	Addendum No. 2	[ ]	Addendum No. 7
[ ]	Addendum No. 3	[ ]	Addendum No. 8
[ ]	Addendum No. 4	[ ]	Addendum No. 9
[ ]	Addendum No. 5	[ ]	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 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.

Phoenix Trading, Inc. DBA
Amercare Products, Inc.
Company

Authorized Signature

11/20/17
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

CRFQ COR1800000009

Exhibit A Pricing Page-Inmate Hygiene Products

Item Number	Item Description	Brand/Catalog Item Number	Catalog Unit Price	Unit (For Calculation Purposes)	Discount Percentage	Discounted Price	Estimated Quantity	Total
3.1.1.1	Hair Comb, Plastic, 5" in Length	Amercare C-5	0.0240	Each	20%	0.020	13,000	$260.00
3.1.1.2	Hair Comb, Plastic, 7" in Length	Amercare C-7	0.0420	Each	20%	0.035	4,000	$140.00
3.1.1.3	Denture Adhesive	Freshmint DA24	1.0200	Ounce	20%	0.850	1,500	$1,275.00
3.1.1.4	Denture Cleaning Paste	Fresh & Brite FB-38	1.5000	Ounce	20%	1.250	9,000	$11,250.00
3.1.1.5	Roll-On Transparent Deodorant in See-Through Container	Amerfresh RD-15	0.3000	Ounce	20%	0.250	800	$200.00
3.1.1.5	Stick Transparent Deodorant in See-Through Container	Amerfresh STD-2	0.4080	Ounce	20%	0.340	30,000	$10,200.00
3.1.1.6	Feminine Sanitary Napkins	Amerfresh AF-250	0.0600	Each	20%	0.050	85,000	$4,250.00
3.1.1.7	Non- Foaming Lice Control Shampoo	Amerfresh LSH-1	35.4000	Gallon	20%	29.500	325	$9,587.50
3.1.1.8	Single-Blade Razor	Amercare RAZ-1	0.0588	Each	20%	0.049	105,000	$5,145.00
3.1.1.8	Twin-Bladed Razor	Amercare RAZ-2	0.0780	Each	20%	0.065	120,000	$7,800.00
3.1.1.9	Non-Aerosol Shaving Cream	Amerfresh SC-3	0.2160	Ounce	20%	0.180	225,000	$40,500.00
3.1.1.10	Tampon with Cardboard Applicator	Bodyform T500	0.1140	Each	20%	0.095	1,500	$142.50
3.1.1.10	Tampon with No Applicator	OB AMT-24NA	0.1320	Each	20%	0.110	300	$33.00
3.1.1.11	Tooth Brush-Thumbprint handle	Amercare TB-SEC-F	0.0660	Each	20%	0.055	15,000	$825.00
3.1.1.12	Toothbrush	Amercare TB-41	0.0900	Each	20%	0.075	120,000	$9,000.00
3.1.1.13	Transparent Toothpaste in See-Through Container (small)	Amerfresh TP-06-G	0.2604	Ounce	20%	0.217	500,000	$108,500.00
3.1.1.13	Transparent Toothpaste in See-Through Container (medium)	Amerfresh TP-15-G	0.1620	Ounce	20%	0.135	20,000	$2,700.00
3.1.1.13	Transparent Toothpaste in See-Through Container (large)	Amerfresh TP-64-G	0.1776	Ounce	20%	0.148	100,000	$14,800.00
3.1.1.14	Transparent All-in-One Shampoo in See-Through Container	Amerfresh 3IN1-8	0.0984	Ounce	20%	0.082	100,000	$8,200.00
3.1.1.15	~~Anti-Bacterial~~ Deodorant Bar Soap (AB not allowed by FDA)	Amerfresh S-3	0.3000	Each	20%	0.250	100,000	$25,000.00
							Total Bid Amount	$259,808.00

Vendor Information

Vendor Name: Phoenix Trading, Inc. DBA Amercare Products, Inc.

Contact Person: Julie Siegel

Address: 17661 128th Place NE Woodinville, WA 98072

Phone Number: (800) 556-6322

Fax Number: (800) 525-4042

Contact Email: julie@amercareproducts.com

Signature:

Purchasing Divison
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
—

Proc Folder: 390224

Doc Description: ADDENDUM 1 INMATE HYGIENE PRODUCTS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-11-09	2017-11-21 13:30:00	CRFQ 0608 COR1800000009	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:

Phoenix Trading, Inc. DBA Amercare Products, Inc.
17661 128th Place NE
Woodinville, WA 98072
800-556-6322

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
(304) 558-2402
crystal.g.rink@wv.gov

Signature X [signature] **FEIN #** 91-1552820 **DATE** 11/9/17

All offers subject to all terms and conditions contained in this solicitation

FORM ID : WV-PRC-CRFQ-001

ADDITIONAL INFORMAITON:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR INMATE HYGIENE PRODUCTS PER THE ATTACHED DOCUMENTATION.

INVOICE TO	SHIP TO
FISCAL DEPARTMENT	
DIVISION OF CORRECTIONS - CENTRAL OFFICE	STATE OF WEST VIRGINIA
1409 GREENBRIER ST STE 300	VARIOUS LOCATIONS AS INDICATED BY ORDER
CHARLESTON WV 25311	No City WV 99999
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	INMATE HYGIENE PRODUCTS	0.00000	EA	$259,808.00	

Comm Code	Manufacturer	Specification	Model #
53131503			

Extended Description :

VENDOR MUST COMPLETE THE ATTACHED PRICING PAGE, EXHIBIT A. IF BIDDING ELECTRONICALLY, VENDOR IS TO PUT $0.00 ON THE COMMODITY LINE IN WVOASIS, COMPLETE THE EXCEL PRICING PAGE, AND UPLOAD INTO WVOASIS AS AN ATTACHMENT. ONLY PRICING SUBMITTED VIA EXHIBIT A PRICING PAGE WILL BE EVALUATED FOR AWARD.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2017-11-08

SOLICITATION NUMBER: CRFQ COR1800000009
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("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. To provide answers to vendor questions

No other changes at this time

Bid opening remains 11/21/2017 at 1:30 PM EST

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 A

CRFQ 0608 COR1800000009

ADDENDUM 1

ANSWERS TO VENDOR QUESTIONS

Q1: Can you please provide the previous bid for these items?

A1: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

Q2: Line 3.1.1.14, What size bottle of the all-in-one product?

A2: All-in-one shampoo must come in a minimum 4-ounce bottle.

Q3: Line 3.1.1.15, What size bar of soap?

A3: Anti-bacterial bar soap must come in a minimum 1.5-ounce bar.

Q4: Line 3.1.1.15, Is anti-bacterial soap required?

A4: Yes.

Q5: Line 3.1.1.15, Would you accept deodorant soap?

A5: No.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: COR1800000009

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)

[✓]	Addendum No. 1	[ ]	Addendum No. 6
[ ]	Addendum No. 2	[ ]	Addendum No. 7
[ ]	Addendum No. 3	[ ]	Addendum No. 8
[ ]	Addendum No. 4	[ ]	Addendum No. 9
[ ]	Addendum No. 5	[ ]	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 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.

Amercare Products, Inc.
Company

Authorized Signature

11/9/17
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

Purchasing Divison
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
—

Proc Folder: 390224

Doc Description: INMATE HYGIENE PRODUCTS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-11-01	2017-11-21 13:30:00	CRFQ 0608 COR1800000009	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:

Phoenix Trading, Inc. DBA Amercare Products, Inc.
17661 128th Place NE
Woodinville, WA 98072
800-556-6322

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
(304) 558-2402
crystal.g.rink@wv.gov

Signature X [signature] **FEIN #** 91-1552820 **DATE** 11/9/17

All offers subject to all terms and conditions contained in this solicitation

FORM ID : WV-PRC-CRFQ-001

ADDITIONAL INFORMAITON:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR INMATE HYGIENE PRODUCTS PER THE ATTACHED DOCUMENTATION.

INVOICE TO	SHIP TO
FISCAL DEPARTMENT DIVISION OF CORRECTIONS - CENTRAL OFFICE 1409 GREENBRIER ST STE 300 CHARLESTON WV 25311 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	INMATE HYGIENE PRODUCTS	0.00000	EA	$259,808.00	

Comm Code	Manufacturer	Specification	Model #
53131503			

Extended Description :

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SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2017-11-08

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: November 8, 2017 at 10:00 AM EST

Submit Questions to: Crystal Rink
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Crystal.G.Rink@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Crystal Rink
SOLICITATION NO.: CRFQ COR1800000009
BID OPENING DATE: November 21, 2017
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: 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: (This only applies to CRFP)
☐ 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: November 21, 2017 at 1:30 PM EST

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.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation 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. 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.

13. 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.

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

15. 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, 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 contract award 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.

17. 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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document 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. "Bid" or **"Proposal"** means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" 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 contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "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 should be submitted to the Purchasing Division 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 three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. 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.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery 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.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will 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 Award Document 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. 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.

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

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 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 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **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.

☐ **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.

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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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. 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 in this section.

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of:

_____

_____

☐ **Automobile Liability Insurance** in at least an amount of: _____

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

_____

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:

_____

☐ **Cyber Liability Insurance** in an amount of: _____

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

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9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. 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.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of n/a

for n/a.

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.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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.

14. 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.

15. 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.

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

23. 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.

24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. PRIVACY, SECURITY, AND 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.

32. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document 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.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

40. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an 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.

41. 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.

42. 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.

43. 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:

c. 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

d. 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.

44. 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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Julie Siegel Operations Manager
(Name, Title)

Julie Siegel Operations Manager
(Printed Name and Title)

17661 128th Place NE Woodinville, WA 98072
(Address)

800-556-6322 / 800-525-4042
(Phone Number) / (Fax Number)

Julie@amercareproducts.net
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Phoenix Trading, Inc. DBA Amercare Products, Inc.
(Company)

Julie Siegel Julie Siegel, Operations Manager
(Authorized Signature) (Representative Name, Title)

Julie Siegel Operations Manager
(Printed Name and Title of Authorized Representative)

11/9/2017
(Date)

800-556-6322 / 800-525-4042
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ COR1800000009

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)

- [x] Addendum No. 1
- [ ] Addendum No. 2
- [ ] Addendum No. 3
- [ ] Addendum No. 4
- [ ] Addendum No. 5
- [ ] Addendum No. 6
- [ ] Addendum No. 7
- [ ] Addendum No. 8
- [ ] Addendum No. 9
- [ ] 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 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.

Phoenix Trading, Inc. DBA Amercare Products, Inc.
Company

Nelli Burgo
Authorized Signature

11/9/2017
Date

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

REQUEST FOR QUOTATION
CRFQ COR1800000009
Inmate Hygiene Products

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Corrections to establish an open-end contract for Inmate Hygiene Products. The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.

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 "**Catalog**" means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.

   2.2 "**Catalog Price**" means the lowest price listed for an Eligible Item in Vendor's Catalog. (Ex. A box of 200 tissues priced at $4.00 per box has a catalog price of $4.00. A crate of tissue boxes priced at $400.00 has a catalog price of $400.00).

   2.3 "**Discount Percentage**" means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category

   2.4 "**Discounted Price**" means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalog Price reduced by the Discount Percentage.

   2.5 "**Discounted Unit Price**" means the discounted price of one Unit of an Eligible Item purchased under this Contract. The Discounted Unit Price will only be used for evaluation purposes.

   2.6 "**Eligible Item**" means any item contained in Vendor's catalog that Vendor can and will sell to the State under this Contract and includes hygiene products for our inmate population.

   2.7 "**Pricing Page**" or "**Pricing Pages**" means the schedule of prices, Discount Percentage, estimated usage, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.

   2.8 "**Solicitation**" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division..

2.9 **"Total Bid Cost"** means the sum of the bid total column on the Pricing Pages shown below the bid total column and identified as the total bid cost.

2.10 **"Unit"** means the smallest measurable amount of an Eligible Item and is identified on the Pricing Pages in the Unit column. The Unit will only be utilized for bid evaluation purposes.

2.11 **"Unit Price"** means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.

2.12 **"Units Provided for Catalog Price"** means the total number of units of an Eligible Item contained in the package advertised for sale in Vendor's Catalog that corresponds with the Catalog Price. (Ex. A box of 200 nuts advertised in vendor's catalog for $4.00 has a Units Provided for Catalog Price of 200. A crate of nuts advertised in Vendor's catalog for $400.00, each containing 100 boxes with 200 nuts per box, yields a Units Provided for Catalog Price of 20,000.)

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 that must be plastic and 5" in length.

3.1.1.2 Hair Comb that must be plastic and 7" in length.

3.1.1.3 Denture Adhesive that must be a minimum of 1.4oz. to a maximum of 2.5 oz. in volume.

3.1.1.4 Denture Cleaner that must be a paste. Cannot be tablets.

3.1.1.5 Deodorant must be offered in both roll-on and stick form that is transparent and in a see-through container. Deodorant must be a minimum of 1.4oz to a maximum of 2.5oz. in volume.

3.1.1.6 Feminine Sanitary Napkins that must be individually wrapped. Must have a minimum width of pad and filler that shall be 2 ¼". Must have a minimum length of 8". Must have a minimum length of filler that shall be 6 ¼". Must have a minimum thickness of 5/16".

3.1.1.7 Lice Control Shampoo must be non-foaming and formulated to kill head lice, body lice, and crabs.

3.1.1.8 Razor must be offered in both single-blade and twin blade, and must be disposable.

3.1.1.9 Shaving Cream must be non-aerosol and come in a minimum of 1.4oz. to a maximum of 2.5oz. in volume.

3.1.1.10 Tampon must be offered with both a regular absorbency with a cardboard applicator and a regular absorbency with no applicator.

3.1.1.11 Toothbrush must have thumbprint handle and nylon bristles. Must have 2 ¾" to 3" in length and be flexible.

3.1.1.12 Toothbrush must have a minimum tuft of 40 and have soft nylon bristles. Must have a minimum of 5.5" to a maximum of 6.5" length and be flexible.

3.1.1.13 Toothpaste must be in a see-through tube and be transparent, and come in three different sizes as described in the following. Must come in a minimum .85oz to a maximum of 2.5oz in volume (small), a minimum of 1.4oz to a maximum of 2.5oz in volume (medium), and a minimum size of 4.0oz to a maximum size of 6.5oz. in volume (large).

3.1.1.14 All-in-one shampoo must come in see-through container and be a transparent product.

3.1.1.15 Anti-bacterial bar soap that contains no animal bi-products.

3.1.2 Mandatory Eligible Item Requirements: Eligible Items must meet or exceed the mandatory requirements listed below.

3.1.2 Eligible Items must have no glass or metal used in the packaging of any item.

3.1.3 Eligible Items must be alcohol free.

3.1.4 The bid unit price is to be all inclusive and must be the best final price including shipping and handling.

3.1.5 All bids are to be quoted with F.O.B. Destination, Freight Prepaid to any facility within the West Virginia division of Corrections.

3.1.6 The vendor must be requested to furnish samples of item(s) bid for examination by the Division of Corrections. Any item(s) 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.

Samples of Inmate Hygiene Items listed in the RFQ shall be submitted after the bid opening and **only upon receiving a written request by the West Virginia Purchasing Division.** Vendors must submit samples of all items listed on the written request submitted by the West Virginia Purchasing Division. Vendor must deliver samples to the above address within 5 business days of the request and the vendor will be responsible for all shipping and return costs of the samples.

If the vendor fails to submit required samples by the 5 business day deadline, then Vendor's bid may be disqualified. There will be no extensions or other allowances made for this requirement.

Samples are to be sent only upon written request:

West Virginia Division of Corrections
Attention: Cody Taylor
1409 Greenbrier Street
Charleston, WV, 25311

4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:

4.1 Contract Award: This Contract is intended to provide the Agency with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that meets the Solicitation specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages.

4.2 Discount Percentage: Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for the Eligible Item. The resulting Discounted Price shall be the price Agencies pay for purchases of that Eligible Item under this Contract.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentage and subsequent Discounted Price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

4.3 Pricing Pages: Vendor should complete the Exhibit A Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each frequently purchased Eligible Item includes the Vendor's Eligible Brand Name/Catalog item number, Catalog Unit Price, Ensure that the catalog unit price is per the unit specified in the section *Unit (For Calculation Purposes)*, Discount Percentage, Discounted Unit Prices, and item total costs. The Vendor should also include the Total Bid Cost. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity 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.

Vendors are **strongly encouraged** to complete the Pricing Pages through wvOASIS or electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. The Pricing Pages were

created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: crystal.g.rink@wv.gov

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

PLEASE READ THIS SECTION IN ITS ENTIRETY:

IF VENDOR IS SUBMITTING AN ELECTRONIC BID:

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding electronically, vendor is to put $0.00 on the commodity line in WVOasis, complete the Excel pricing page, and upload into WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

5. Catalog:

5.1 Submission. Vendor must submit its Catalog prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this Contract if the Catalog is not electronically entered into wvOASIS. Vendor may be required to input its Catalog data into wvOASIS utilizing the format required by wvOASIS. Copies of the Catalog may also be requested in an electronic format.. Vendor's Catalog, or data from the Catalog entered into wvOASIS will be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking, tabbing, or listing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

5.2 Catalog Modification. The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division.

Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

In the event that multiple vendors are awarded a contract under the Solicitation, the first priority vendor shall not be permitted to include in its updated Catalog items being sold by a vendor that is lower in ordering priority without the consent of that lower priority vendor.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, 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 Solicitation. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under this Contract, to allow the Purchasing Division to ensure that the requirements of this Contract are being met.

6.2 Invoicing and Payment: Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

7. DELIVERY AND RETURN:

7.1 Delivery Time and Place: Vendor shall deliver standard orders within ten working days after orders are received. Vendor shall deliver emergency orders within five working day 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. Eligible Items must be delivered to Agency at any West Virginia Division of Corrections facility.

7.2 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.

7.3 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.

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

7.5 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.

8. VENDOR DEFAULT:

8.1 The following shall be considered a vendor default under this Contract.

8.1.1 Failure to provide Eligible Items in accordance with the requirements contained herein.

8.1.2 Failure to comply with other specifications and requirements contained herein.

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to Agency upon default.

8.2.1 Immediate cancellation of the Contract.

8.2.2 Immediate cancellation of one or more release orders issued under this Contract.

8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1 No Substitutions: Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the Solicitation or an updated Catalog approved by the Purchasing Division as described above. Vendor shall not supply substitute items.

9.2 Vendor Supply: Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.

9.3 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.

9.4 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.

Contract Manager: Julie Siegel
Telephone Number: 800-556-6322
Fax Number: 800-525-4042
Email Address: julie@amercareproducts.net

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of $100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

(1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
(2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
(3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

Revised October 7, 2017

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Contracting Business Entity: Phoenix Trading, Inc. DBA Amercare Products, Inc. **Address:** 17661 28th Pl NE Woodinville, WA 98072

Authorized Agent: Julie Siegel **Address:**

Contract Number: CRFQ 0608 COR1 80000009 **Contract Description:** Inmate Hygiene

Governmental agency awarding contract: Purchasing Division

☐ **Check here if this is a Supplemental Disclosure**

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below *(attach additional pages if necessary)*:

1. **Subcontractors or other entities performing work or service under the Contract**
   ☑ Check here if none, otherwise list entity/individual names below.

2. **Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**
   ☐ Check here if none, otherwise list entity/individual names below.

   Wendy Hemming 100% owner

3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**
   ☑ Check here if none, otherwise list entity/individual names below.

Signature: Julie Siegel Date Signed: 11/9/17

Notary Verification

State of Washington, County of King:

I, Julie Siegel, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 9 day of November, 2017

Danielle A Walker
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency:

Date submitted to Ethics Commission:

Governmental agency submitting Disclosure:

Notary Public
State of Washington
DANIELLE A WALKER
MY COMMISSION EXPIRES
MARCH 31, 2021

Rev. 04/14

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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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: Amercare Products, Inc. **Signed:** [illegible]

Date: 11/9/2017 **Title:** Operations Manager

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: 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 exceed 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Phoenix Trading Inc. DBA Amercare Products, Inc.

Authorized Signature: [signature] Date: 11/9/17

State of Washington

County of King, to-wit:

Taken, subscribed, and sworn to before me this 9 day of November, 2017.

My Commission expires March 31, 2021

AFFIX SEAL HERE Notary Public State of Washington DANIELLE A WALKER MY COMMISSION EXPIRES MARCH 31, 2021

NOTARY PUBLIC [signature]

CRFQ COR1800000009

Exhibit A Pricing Page-Inmate Hygiene Products

Item Number	Item Description	Brand/Catalog Item Number	Catalog Unit Price	Unit (For Calculation Purposes)	Discount Percentage	Discounted Price	Estimated Quantity	Total
3.1.1.1	Hair Comb, Plastic, 5" in Length	Amercare C-5	0.0240	Each	20%	0.020	13,000	$260.00
3.1.1.2	Hair Comb, Plastic, 7" in Length	Amercare C-7	0.0420	Each	20%	0.035	4,000	$140.00
3.1.1.3	Denture Adhesive	Freshmint DA24	1.0200	Ounce	20%	0.850	1,500	$1,275.00
3.1.1.4	Denture Cleaning Paste	Fresh & Brite FB-38	1.5000	Ounce	20%	1.250	9,000	$11,250.00
3.1.1.5	Roll-On Transparent Deodorant in See-Through Container	Amerfresh RD-15	0.3000	Ounce	20%	0.250	800	$200.00
3.1.1.5	Stick Transparent Deodorant in See-Through Container	Amerfresh STD-2	0.4080	Ounce	20%	0.340	30,000	$10,200.00
3.1.1.6	Feminine Sanitary Napkins	Amerfresh AF-250	0.0600	Each	20%	0.050	85,000	$4,250.00
3.1.1.7	Non- Foaming Lice Control Shampoo	Amerfresh LSH-1	35.4000	Gallon	20%	29.500	325	$9,587.50
3.1.1.8	Single-Blade Razor	Amercare RAZ-1	0.0588	Each	20%	0.049	105,000	$5,145.00
3.1.1.8	Twin-Bladed Razor	Amercare RAZ-2	0.0780	Each	20%	0.065	120,000	$7,800.00
3.1.1.9	Non-Aerosol Shaving Cream	Amerfresh SC-3	0.2160	Ounce	20%	0.180	225,000	$40,500.00
3.1.1.10	Tampon with Cardboard Applicator	Bodyform T500	0.1140	Each	20%	0.095	1,500	$142.50
3.1.1.10	Tampon with No Applicator	OB AMT-24NA	0.1320	Each	20%	0.110	300	$33.00
3.1.1.11	Tooth Brush-Thumbprint handle	Amercare TB-SEC-F	0.0660	Each	20%	0.055	15,000	$825.00
3.1.1.12	Toothbrush	Amercare TB-41	0.0900	Each	20%	0.075	120,000	$9,000.00
3.1.1.13	Transparent Toothpaste in See-Through Container (small)	Amerfresh TP-06-G	0.2604	Ounce	20%	0.217	500,000	$108,500.00
3.1.1.13	Transparent Toothpaste in See-Through Container (medium)	Amerfresh TP-15-G	0.1620	Ounce	20%	0.135	20,000	$2,700.00
3.1.1.13	Transparent Toothpaste in See-Through Container (large)	Amerfresh TP-64-G	0.1776	Ounce	20%	0.148	100,000	$14,800.00
3.1.1.14	Transparent All-in-One Shampoo in See-Through Container	Amerfresh 3IN1-8	0.0984	Ounce	20%	0.082	100,000	$8,200.00
3.1.1.15	~~Anti-Bacterial~~Deodorant Bar Soap (AB not allowed by FDA)	Amerfresh S-3	0.3000	Each	20%	0.250	100,000	$25,000.00
							Total Bid Amount	$259,808.00

Vendor Information

Vendor Name: Phoenix Trading, Inc. DBA Amercare Products, Inc.

Contact Person: Julie Siegel

Address: 17661 128th Place NE Woodinville, WA 98072

Phone Number: (800) 556-6322

Fax Number: (800) 525-4042

Contact Email: julie@amercareproducts.net

Signature: