



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

# Request for Quotation

RFQ NUMBER  
**PAINT07**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BETTY FRANCISCO**  
**304-558-0468**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED <b>11/08/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **12/14/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY PAINT AND ASSOCIATED PRODUCTS TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.						
ATTACHMENTS: SPECIFICATIONS PRICING PAGES AFFIDAVIT						
*****NOTICE*****						
MANDATORY PRE-BID MEETING						
A MANDATORY PRE-BID MEETING SHALL BE HELD ON THURSDAY, NOVEMBER 29, 2006, AT 11:00 A.M. AT 2019 WASHINGTON STREET, EAST, CHARLESTON, WEST VIRGINIA 25305. THIS IS BUILDING 15 OF THE CAPITOL COMPLEX. VENDORS WISHING TO BID ON THIS REQUEST FOR QUOTATION MUST BE REPRESENTED AT THIS MEETING. FAILURE TO ATTEND SHALL AUTOMATICALLY DISQUALIFY VENDOR. NO ONE PERSON CAN REPRESENT MORE THAN ONE BIDDER.						
0001	1	PG		145-45-01-001		
				BLANKET CONTRACT FOR PAINT &	SUPPLIES	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

---

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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



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

# Request for Quotation

RFQ NUMBER  
**PAINT07**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BETTY FRANCISCO**  
**304-558-0468**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED <b>11/08/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **12/14/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

# Request for Quotation

RFQ NUMBER  
**PAINT07**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**BETTY FRANCISCO**  
**304-558-0468**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED <b>11/08/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **12/14/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**PAINT07**

PAGE  
**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**BETTY FRANCISCO**  
**304-558-0468**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED: <b>11/08/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
------------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **12/14/2006**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p>( ) BIDDER IS A CORPORATION 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**PAINT07**

PAGE  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BETTY FRANCISCO**  
**304-558-0468**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED <b>11/08/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **12/14/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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;</p> <p>OR</p> <p>( ) 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**PAINT07**

PAGE  
**6**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**BETTY FRANCISCO**  
**304-558-0468**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED <b>11/08/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **12/14/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**PAINT07**

PAGE  
**7**

ADDRESS: CORRESPONDENCE TO ATTENTION OF:  
**BETTY FRANCISCO**  
**304-558-0468**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/08/2006				

BID OPENING DATE: **12/14/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:-----BETTY L. FRANCISCO- FILE 42----- RFQ. NO.:-----PAINT07----- BID OPENING DATE:---THURSDAY, DECEMBER 14, 2006 BID OPENING TIME:---1:30 P.M.----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ PAINT07 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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



# PAINT07

## Specifications

The purchasing division is soliciting bids for a blanket open-end statewide contract for interior latex paint, exterior latex paint, oil base paints/stains, polyurethane/varnish and painting supplies. This contract shall cover all West Virginia state agencies and political subdivisions.

### **Mandatory Pre-Bid Meeting**

A mandatory pre-bid meeting shall be held on Thursday, November 29, 2006 at 11:00 a.m. at 2019 Washington Street, East, Charleston, West Virginia 25305. (Building 15 at the Capitol Complex) Vendors wishing to bid on this request for quotation must be represented at this meeting. Failure to attend shall automatically disqualify vendor. No one person can represent more than one bidder.

Prices must be entered on the attached pricing sheet. Bidders must enter the brand and product identification number they are bidding for each item. All prices bid shall be delivered pricing, including all delivery. If possible, we request these price sheets be typed. This document is a Microsoft excel document and will be made available electronically after the mandatory pre-bid.

All prices are firm for one full year from date of award. At renewal, vendor may request exact substantiated price increases. Actual increase of any item shall be limited to the actual increase amount documented by the manufacturer.

If any reference to additional terms and conditions are included in any bid, they are null and void. Any contract resulting from this request for quotation shall be governed solely by the terms and conditions of the request for quotation.

In an effort to meet the various needs of the users, various quality paints and supplies are included in this request for quotation. In an effort to make an adequate comparison, the volume solids are listed for each paint item. The volume solids may be + or - 2%. Additionally, each product bid must meet the theoretical coverage per gallon (square feet) "required dry film thickness per coat" of two mils. For the bidder's convenience, this theoretical coverage chart is included. Each bidder is required to sign the bid verification at the end of the pricing schedule. This verification certifies, under penalty for fraud, that the items bid meet all specifications as outlined. No award shall be made until this signed certification has been received.

***Where applicable, the items are listed as "C", "P", or "B". This is a quality designation. "C" is a contractor quality; "P" is a professional, better quality, and "B" is the best premium paint.***

All prices quoted must be F.O.B. destination to the agency location. Minimum shipping amount for free delivery shall be \$100.00.

### **Delivery**

All products ordered from this contract must be delivered within five (5) working days after receipt of order.

Selected vendor must accept orders by telephone, facsimile, or in paper form.

This contract is mandatory for use for all orders in excess of \$100.00. Orders of less than \$100.00 may be purchased from any local source to eliminate delivery charges, if such local delivered purchase results in a savings. "Stringing" (issuing a series of requisitions or purchase orders to circumvent this limit) is a violation of Purchasing policy.

The successful contractor shall supply color charts to all agencies as requested. The vendor shall maintain an adequate supply of color charts on hand to supply agency needs. Failure to provide the requested color charts as required shall be grounds to cancel the contract.

### **Questions**

Written questions will be accepted through close of business (5:00 p.m. EST) on Tuesday, November 28, 2006. Written questions may be sent via E-mail preferred), USPS, Fax, courier or hand delivered. Send your questions to:

Purchasing Division  
 Attention Betty Francisco  
 2019 Washington Street, East  
 Charleston, WV 25305  
 304-558-4115 - FAX  
[bfrancisco@wvadmin.gov](mailto:bfrancisco@wvadmin.gov) – E-mail

It is the bidder's responsibility to verify that their questions have been received by the purchasing division. You may call 304-558-0468 or 304-558-7023 to verify your questions have been received.

An addendum to address all questions will be issued to all attendees at the pre-bid meeting.

The successful bidder shall be required to submit quarterly reports to the Purchasing Division. These reports will show the value of each order, and the using agency; a composite report showing total dollars spent per item; and a composite report showing total dollars spent during the quarter.

**Material requirements:**

House paint: Interior and exterior latex shall have a durable useful life of more than 10 years when applied in accordance with the manufacturer's instructions.

Brushing Properties: No overlapping and streaking; must be able to apply with a brush, roller and/or spray equipment.

Storage Stability: Shall not deteriorate when stored at normal room temperatures for a period of at least nine months.

Mixing: Ingredients shall be thoroughly ground, ready-mixed, and ready for use. Paint must also be capable of being spray applied (air-less equipment) with satisfactory results when properly thinned to manufacturer's recommendations.

Safety Compliance: Must comply with all federal and state hazardous standards.

Odor: Shall have no abnormal or prolonged offensive, disagreeable or putrid odor during or after application.

Coverage: Pastel colors must have one-coat application capability. Midtone and deeptone colors must have a maximum capability of two coat coverage.

Labeling: Batch number and formulation must be shown on label and/or container.

Packaging: All items must be packed in substantial commercial containers of the type, size and kind used commonly for the purpose and so constructed as to insure safe acceptance and delivery. Shipping cartons must be marked to include the following:

1. Description of item
2. Name of the Vendor
3. Contract Number (PAINT07)
4. Order number of the Agency

**THEORETICAL COVERAGE  
IN SQUARE FEET PER U.S. GALLON**

**Required Dry Film Thickness Per Coat (mils)**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
<b>100</b>	1604	802	535	401	321	267	229	201	178	160	146	135	123	115	107	100
<b>95</b>	1524	762	511	381	305	254	218	191	169	152	139	127	117	109	102	95
<b>90</b>	1444	722	481	361	289	241	206	181	160	144	131	120	111	104	96	90
<b>85</b>	1363	682	455	341	273	227	195	170	152	136	124	114	105	98	91	85
<b>80</b>	1283	642	428	321	257	214	183	160	143	128	117	107	98	92	86	80
<b>75</b>	1203	602	401	301	241	201	172	150	134	120	109	100	92	86	80	75
<b>70</b>	1123	561	374	281	225	187	160	140	125	112	102	94	86	80	75	70
<b>65</b>	1043	521	348	261	209	174	149	130	116	104	95	87	80	75	70	65
<b>60</b>	962	481	321	241	193	160	138	120	107	96	88	80	74	69	64	60
<b>55</b>	882	441	294	221	176	147	126	110	98	88	80	74	68	63	59	55
<b>50</b>	802	401	267	201	160	134	115	100	89	80	73	67	62	58	54	50
<b>45</b>	772	361	241	181	144	120	103	90	80	72	66	60	55	52	48	45
<b>40</b>	642	321	214	160	128	107	92	80	71	64	58	54	49	46	43	40
<b>35</b>	561	281	187	140	112	94	80	70	62	56	51	47	43	40	37	35
<b>30</b>	481	241	160	120	96	80	69	60	54	48	44	40	37	35	32	30
<b>25</b>	401	201	134	100	80	67	57	50	45	40	37	33	31	29	27	25

**Theoretical Coverage Per Gallon  
(Square Feet)**

PAINT07 - PRICING PAGES

C - Contractor P - Professional B - Best

SECTION I - LAYTEX PAINT INTERIOR

LINE ITEM	STOCK #	CODE	DESCRIPTION	PER 1 GALLON		PER 5 GALLON		GRAND TOTAL
				QTY (1 Gal)	(1 PRICE (1 TOTAL Gal)	QTY (5 Gal)	(5 PRICE (5 TOTAL Gal)	
1		C	Contractor Grade Interior Flat Laytex Minimum Volume Solids 32% Light and Pastel Colors Only	100		40		
2		C	Contractor Grade Interior Semi Gloss Latex Minimum Volume Solids 32% Light and Pastel Colors Only	100		40		
3		P	Professional Grade Interior Latex Flat Minimum Volume Solids 36% All Colors Available	100		20		
4		P	Professional Grade Interior Latex Eggshell Finish Min. Volume Solids 36% All Colors Available	300		75		
5		P	Professional Grade Interior Latex Satin Min. Volume Solids 36% All Colors Available	600		120		
6		P	Professional Grade Interior Latex Semi-Gloss Min. Volume Solids 36% All Colors Available	600		120		
7		B	Premium Grade Interior Latex Flat Min. Volume Solids 42% All Colors Available	100		20		
8		B	Premium Grade Interior Satin Finish Min. Volume Solids 42% All Colors Available	100		20		
9		B	Premium Grade Interior Semi-Gloss Min. Volume Solids 42% All Colors Available	100		20		
10		B	Premium Grade Interior Flat Low Oder, No VOC. Min. Volume Solids 41% All Colors Available	100		20		
11		B	Premium Grade Interior Eggshell Finish Low Oder No VOC Min. Volume Solids 41% All Colors Available	200		20		
12		B	Premium Grade Interior Semi-Gloss Low Oder No VOC Min. Volume Solids 41% All Colors Available	200		30		
13		C	Contractor Grade Interior Primer Latex Min. Volume Solids 29%	120		40		

PAINT07 - PRICING PAGES

14	P	Professional Grade Interior/Exterior Latex Stain Block Primer Min. Volume Solids 36%	400										
15	P	Professional Grade Int/Ext Alkyd Stain Block Primer Min. Volume Solids 57%	100										
16	P	Professional Grade Exterior Latex Flat Min. Volume Solids 34% All Colors Available	100										

SECTION I - LAYTEX PAINT INTERIOR

LINE ITEM	STOCK #	CODE	DESCRIPTION	PER 1 GALLON		PER 5 GALLON		GRAND TOTAL					
				QTY (Gal)	(1) PRICE (Gal)	TOTAL (1) (Gal)	QTY (5) (Gal)		PRICE (5) (Gal)	TOTAL (5) (Gal)			
15		P	Professional Grade Exterior Latex Satin Min. Volume Solids 34% All Colors Available	100									
16		P	Professional Grade Exterior Latex Gloss Min. Volume Solids 34% All Colors Available	200									
17		B	Premium Grade Exterior Latex Flat Min. Volume Solids 36% All Colors Available	300									
18		B	Premium Grade Exterior Latex Satin Min. Volume Solids 36% All Colors Available	60									
19		B	Premium Grade Exterior Latex Gloss Min. Volume Solids 35% All Colors Available	200									
20		B	Premium Industrial Direct to Metal Latex Acrylic Satin/SemiGloss Int/Ext Min. Volume Solids 38% All Colors Available	250									
21		B	Premium Industrial Int/Ext Industrial Oil Base Enamel Gloss Min. Volume Solids 43% All Colors Available	1000									
22		B	Premium Industrial Industrial Universal II Rust Inhibitive Primer Min. Volume Solids 53%	500									
23		B	Premium Industrial Interior/Exterior Floor Enamel Gloss Oil Base Min. Volume Solids 45% All Colors Available	250									
24		B	Premium Industrial Traffic Marking Paint Oil Base Quick Dry Min. Volume Solids 47% White or Yellow	100									

PAINT07 - PRICING PAGES

25	B	Premium Industrial Traffic Marking Paint Acrylic Latex Quick Dry Min. Volume Solids 50% White or Yellow	110	25		
26	B	Premium Industrial Traffic Marking Paint Latex Quick Dry Min. Volume Solids 52% Colors Red, Blue, Black	25	5		

SECTION I - LAYTEX PAINT INTERIOR

LINE ITEM	STOCK #	CODE	DESCRIPTION	PER 1 GALLON		PER 5 GALLON		GRAND TOTAL
				QTY (1 Gal)	(1 PRICE (1 TOTAL Gal)	QTY (5 Gal)	(5 PRICE (5 TOTAL Gal)	
27		P	Professional Grade Exterior Stain Solid Color Oil Min. Volume Solids 58%	430		50		
28		P	Professional Grade Exterior Stain Semi-Transparent Oil Min. Volume Solids 14%	50		20		
29		P	Professional Grade Exterior Stain Solid Color Latex Acrylic Min. Volume Solids 33%	250		50		
30		P	Professional Grade Exterior Clear Oil Base Sealer Min. Volume Solids 29%	150		20		
31		P	Professional Grade Int/Ext Gloss Varnish Oil Base Min. Volume Solids 45%	75		N/A		
32		P	Professional Grade Int/Ext Satin Varnish Oil Base Min. Volume Solids 44%	65				
33		P	Professional Grade Interior Water Base Polyurethane Gloss Min. Volume Solids 26%	20				
34		P	Professional Grade Interior Water Base Polyurethane Satin Min. Volume Solids 26%	20				
35		P	Lacquer Thinner	100		50		
TOTAL LAYTEX PAINT INTERIOR								\$

C - Contractor P - Professional B - Best

SECTION II - PAINT TOOLS

LINE ITEM	STOCK #	CODE	DESCRIPTION	EST. QTY	UNIT PRICE	GRAND TOTAL
1		C	1" Width Flat Chip Brush	25		
2		C	2" Width Flat Chip Brush.. Width. 2 1/2" Length 1 1/2" Thk. 3/8"	25		
3		C	3" Width Flat Chip Brush. Ideal For One Time Jobs. Width. 3" Length 1 1/2" Thk. 3/8" Mfg Z-PRO	25		

PAINT07 - PRICING PAGES  
SECTION II - PAINT TOOLS

LINE ITEM	STOCK #	CODE	DESCRIPTION	EST. QTY	UNIT PRICE	GRAND TOTAL
4		C	4" Width Flat Chip Brush. Ideal For One Time Jobs. Width 4" Length 2" Thk. 5/8" Mfg Z-PRO	40		
5		P	1" All Purpose Polyester/Varnish Flat Brush Recommended Latex or Oil Base Paint. Width. 1" Length. 2 1/4" Thk. 3/8"	450		
6		P	1 1/2" All Purpose Polyester/Varnish Flat Brush Recommended Latex or Oil Base Paint. Width. 1 1/2" Length. 2 1/4" Thk. 7/16"	110		
7		P	2" All Purpose Polyester/Varnish Flat Brush Recommended Latex or Oil Base Paint. Width. 2" Length. 2 1/4" Thk. 7/16"	1100		
8		P	3" All Purpose Polyester/Varnish Flat Brush Recommended Latex or Oil Base Paint. Width 3" Length. 2 3/4" Thk. 1/2"	600		
9		P	4" All Purpose Polyester/Varnish Flat Brush Recommended Latex or Oil Base Paint. Width. 4" Length. 2 3/4" Thk. 11/16"	700		
10		B	1 1/2" Nylon/Polyester Angle Sash Brush. Professional Quality Wooden Handle. Width. 1 1/2" Length. 2 3/8" Thk 1/2".	70		
11		B	2" Nylon/ Polyester Angle Sash Brush. Professional Quality Wooden Handle. Width. 2" Length. 2	375		
12		B	2 1/2" Nylon/Polyester Angle Sash Brush. Professional Quality Wooden Handle. Width. 2 1/2" Length. 2 7/8" Thk. 5/8"	250		
13		B	3" Nylon /Polyester Angle Sash Brush. Professional Quality Wooden Handle. Width. 3" Length. 3 1/8" Thk. 11/16".	150		
14		C	3/8" Nap 9" Width All Purpose Roller Covers. Recommended Smooth Surface, Drywall, Plaster.	600		
15		P	3/8" Nap 9" Width Pro Woven Roller Covers. Shed Resistant. Lint Free Fabric For All Paints	600		
16		P	1/2" Nap 9" Width Pro Woven Roller Covers. Shed Resistant. Lint Free Fabric For All Paints.	750		
17		P	3/8" Nap 4" Width Pro Woven Roller Covers. Shed Resistant, Lint Free Fabric For All Paints.	750		
18		P	1/2" Nap 4" Width Pro Woven Roller Covers. Shed Resistant, Lint Free Fabric For All Paints.	450		
19		P	9" Professional Roller Frame Heavy Duty. Mfg.	300		



PAINT07 - PRICING PAGES  
SECTION II - PAINT TOOLS

LINE ITEM	STOCK #	CODE	DESCRIPTION	EST. QTY	UNIT PRICE	GRAND TOTAL
20		P	4" Professional Roller Frame Heavy Duty.	250		
21		C	9" Premium Roller Frame Lightweight	200		
22		C	Plastic Roller Tray 9" Roller Covers	350		
23		P	Heavy Duty Plastic Roller Tray For 9" Roller Covers, W/ Ladder Hooks.	300		
24		C	48" Wood Extension Pole W/ Metal Threads	50		
25		C	9x12' 2 Mil Plastic Drop Cloths.	240		
26		P	9'x 12' Canvas Drop Cloth	20		
27		P	3/4"x 180' General Purpose Masking Tape.	220		
28		P	1" x 180' General Purpose Masking Tape.	130		
29		P	2"x 180' General Purpose Masking Tape.	280		
30		P	1" x 180' Painters Tape	60		
31		P	1 1/2"x 180' Painters Tape.	75		
32		P	Lightweight Spackling Paste. 1 Quart Size.	35		
33		C	Acrylic Latex Caulk Paintable Int/Ext	150		
34		P	Siliconized Acrylic Caulk Paintable. Excellent Adhesion, Durability, Int/Ext Use. Colors (10.3oz	200		
35		P	100% Silicone Plus Caulk. Int/Ext White. Recommended Not Paintable 10.1oz Mfg	130		
36		P	100% Silicone Plus Caulk. Int/Ext Clear. Recommended Not Paintable. 10.1oz Mfg	200		
37		P	General Purpose Paint Thinner. 100% Mineral Spirits. 1 Gallon Container	300		
38		P	Rust Inhibitive Fast Dry Spray Paint 12 oz. All Stock Colors	1700		
39		P	Graffiti and Over Spray Remover. Removes Graffiti From Aerosol Spray Paint, Ink, Felt Markers. Will Not Harm Clear Coat Surface On Cars. Will Not Harm Plexi- Glass, Polycarbonates. Biodegradable Liquid	10 gallons		
40		P	Automotive & Heavy Industrial Paint Stripper. AHP Based Removes Epoxy, Akyds, Zinc Primers, Urethane, & Coal Tar Epoxies From Surfaces Such As Tanks, Bridges, Railway Cars, Painted Plastic(car bumpers) Etc. Biodegradable Liquid.	10 gallons		
41		P	Industrial Paint Stripper. AHP Based. Will Not Burn Skin. Removes Epoxy, Urethanes, Latex, Oil Base Paint. From Steel, Aluminum, Concrete, Masonry, Biodegradable	10 gallons		
42		P	Waterbased Paint Disposal Agent. Material Used For Clean Up And Disposal Of Water Based Liquids. Latex Paint, Etc. Hardens 2/3 ---3.5 OZ. Bag/Powder	40		
43		P	Inverted Highway Spray Cans All Traffic Colors 18 oz.	50		
44		C	3/8" General Purpose Roller Covers	250		
45		C	1/2" General Purpose Roller Covers	250		
46		C	3/4" General Purpose Roller Covers	250		
47		P	5 Gal Bucket Grids	100		
48		P	3/16" 9" Roller Cover Woven	100		
49		P	3/16" 4" Roller Cover Woven	100		
50		P	2 1/2" Paint Scraper	50		
51		P	5 in 1 Glazier knife	50		

PAINT07 - PRICING PAGES

SECTION II - PAINT TOOLS

LINE ITEM	STOCK #	CODE	DESCRIPTION	EST. QTY	UNIT PRICE	GRAND TOTAL
52		P	Jumbo Koter 4.5 Spiral Twist 2 pack rollers	100		
53		P	14" Jumbo Koter Frame	100		
54		P	Jumbo Koter 6.5 Spiral twist 2 pack Rollers	100		
55		P	4x15 canvas Drop Cloth	30		
56		P	3/4" Roller Cover Woven	50		
57		P	3/4" Roller Cover Woven	50		
<b>TOTAL PAINT TOOLS</b>						\$
<b>GRAND TOTAL</b>						\$

VENDOR NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FAX: \_\_\_\_\_

(Please print) EMAIL: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_ (Date)

(Signature)

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_ (Print)

(Print)

# A F F I D A V I T

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_