



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
SAFETY07

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2316

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
05/24/2007				
BID OPENING DATE: 06/12/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		345-00-00-100		
EQUIPMENT, FIRST AID OR SAFETY						
REQUEST FOR QUOTATION						
PROVIDE VARIOUS SAFETY ITEMS TO ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS PER THE ATTACHED PRICING SHEETS AND SPECIFICATIONS						
BIDDERS SHOULD COMPLETE ALL INFORMATION REQUESTED. THESE PRICING SHEETS ARE DIVIDED BY CATEGORY (TYPE OF PRODUCT).						
NOTE: ALL QUANTITIES SHOWN ARE ESTIMATES ONLY AND SHOULD NOT BE CONSTRUED AS ANY GUARANTEE OF FUTURE CONTRACT ORDERS.						
MINIMUM ORDERS:						
ALL ORDERS FROM THIS CONTRACT TOTALING \$100.00 OR MORE SHALL BE DELIVERED FOB: DESTINATION WITH SHIPPING AND HANDLING CHARGES INCLUDED. THIS CONTRACT IS MANDATORY FOR ALL ORDERS OF THESE PRODUCTS IN EXCESS OF \$100.00. ORDERS LESS THAN \$100.00 MAY BE PURCHASED THROUGH THIS CONTRACT (AND PAYING SHIPPING CHARGES), OR MAY BE PURCHASED FROM LOCAL VENDOR TO SAVE THE SHIPPING CHARGES. STRINGING (ISSUING A SERIES OF REQUISITIONS TO CIRCUMVENT THIS LIMIT) IS A VIOLATION OF PURCHASING POLICY. ALL SHIPPING COSTS WILL BE INVOICED AS A SEPARATE CHARGE WITH THE ORIGINAL FREIGHT BILL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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**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



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<p>ATTACHED TO THE INVOICE.</p> <p>IF BIDDING "OR EQUAL" BRAND, SAMPLES SHOULD BE RECEIVED PRIOR TO THE BID DATE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <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>						

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<p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <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>						

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	REV. 04/11/2001					
	EXHIBIT 6					
<p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p>						
<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p>						

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<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 BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE</p>						

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<p>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 & 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>						

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PAGE: 7

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<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>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				43		
RFQ. NO.:				SAFETY07		
BID OPENING DATE:				06/12/2007		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

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 9

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***** THIS IS THE END OF RFQ SAFETY07 ***** TOTAL:						

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Specifications

Purpose

The West Virginia Division of Purchasing, "State", is soliciting quotations for a blanket, open-end statewide contract to provide safety supplies to all West Virginia State Agencies, and political sub-divisions. Attached is a list of the most common safety items that the State purchased in the previous year.

Award

The lowest cost, most complete bid meeting specifications shall be awarded a contract. The discount from list shall remain the same during the entire contract period, including any renewals. The award shall be based on the entire catalog.

Additional Information

All pricing is firm for a period of one (1) year. If the manufacture should change or discontinue a model number, then the vendor shall provide an alternate model with the same performance and construction features at the original bid price.

If bidding "**or equal**" brand, samples and specification sheets should be received prior to bid date.

The item(s) as specified is (are) shown only as an example of the quality level and operational characteristics requested by the agency and not intended to mean the only acceptable brand. Vendors who are bidding alternates must so state and include pertinent literature and specifications. Failure to provide information for any alternates may be grounds for rejection of the bid.

If any proprietary, trade, brand, or manufacture's name or part number is used herein in describing the required equipment, it shall be understood to indicate the minimum standard of composition and quality required, and shall not be construed to exclude equipment that equals or exceeds the functional capability and quality of the named equipment.

The equipment bid herein shall be of standard manufacture and shall be new and shall be of the current production model.

Verification of product quality is the responsibility of the vendor. The State of West Virginia may require certified mail test data, certifications or samples for testing of material bid.

Vendor may request that the catalog be updated at renewal. Purchasing reserves the right to demand the net prices remain firm from original bid. If new catalog is accepted, certified spreadsheet reflecting any price changes shall be required comparing the original net price to the changed cost. If new Catalog is submitted for such renewal, such catalog must be the catalog published by vendor that contains the lowest prices quoted in any catalog published by vendor and one that is used by the general public. If the Purchasing Division extends the offer to renew, and feels there are significant price increases, Purchasing reserves the right to re-bid the contract. If new catalog is accepted and the vendor rearranges the catalog and item classification changes, the highest discount of the two (the old and the new) shall apply to all items.

Orders shall be delivered within five (5) working days after orders are received. Emergency orders shall be delivered within one (1) working day after orders are received. Spending units must be advised in writing if orders will be delayed for any reason. Vendor shall carry an adequate stock to insure such delivery service for the duration of the contract.

Nonconforming products and materials shall be returned to the vendor at no expense to the State of West Virginia at any time during the life of this contract.

All items stating a "**must**" or "**shall**" are mandatory requirements. Failure to provide or meet any of these mandatory requirements shall be grounds to disqualify the entire quotation.

Bidders should sign and complete the contract coordinator information at the end of the pricing pages.

Successful vendor is to provide a nine (9) month summary report of procurement volumes by item and dollar amounts. This report must also include any purchases made by any political subdivision as well as state agencies in the State of WV. This is a single report which is to be furnished at the beginning of the tenth month of the contract. The report is to be sent electronically to:

Michael Austin – Senior Buyer
maustin@wvadmin.gov

Vendor Responsibilities

1. Successful vendor shall provide catalogs/price lists, etc. at no charge, upon request by any state agency or political subdivision. Additional price lists/ catalogs may be required from the vendor at any time. These shall be provided at no cost to the State.

2. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract. Excessive out of stock and back orders will not be tolerated. Substitutions of products shall only be accepted if cleared by the agency prior to shipping of such substitution.
3. Each delivery shall be placed as requested in any one location at the delivery site. Dock deliveries are not acceptable unless so requested by the agency. All deliveries must be made during normal working hours for the delivery location. All orders (including back orders) shall not be invoiced until the actual item is delivered. Agencies shall have 30 days in which to return un-opened/un-used items at no charge. Normal returns may be done during a future delivery from the vendor. Agencies may request non-ordered items to be picked up within five days of delivery, even if there are no deliveries within this five-day time frame.
3. Successful vendor must be able to accept orders via phone, fax, internet, USPS.
4. Credits must be handled quickly and efficiently, promptly replacing incorrect items and processing credits in a timely manner..
5. Internet Access – Vendor must be able to provide internet ordering access. The successful bidder shall be responsible for training agency personnel in using their internet site for placing orders and coordinating the return pick ups. Successful vendor must be able to ensure the discounts shall be given through the internet site.
6. Vendor must send packing slip in each order.

Reports

Successful vendor shall provide quarterly reports and annual summaries showing the quantities, dollar value, agencies and political subdivisions which have used this contract. Additionally, the reports must show the method of order placement (internet, fax, etc.) both by the percentage and dollar amount. Successful vendor shall also be able to provide report showing the top 100 items purchased during the contract period. This report is mandatory and failure of the successful bidder to supply such reports may be grounds for cancellation of contract.

SAFETY07
PRICING PAGE - RAINWEAR

PRICING SHEET - SAFETY07							Page 1 of 2 * Rainwear		
Line Item	Item	Est. Qty	Size	Disct fr List (%)	Price Ea	Total	#/Case	Color Bid	Mfg
1	Rainwear: Polyester, PVC Coating Outside Waterproof, resists oils and acids, detachable hood, storm fly front, lapped and locked seams, color yellow, minimum length 48", sizes S - XXXXL. Rainfair #2100-8000 or equal.	55	Small						
		110	Medium						
		165	Large						
		605	X-Large						
		55	XX-Large						
		55	XXX-Large						
		55	XXXX-Large						
2	Rainsuit, Three piece: Polyester, PVC Coating outside Outside, 100% waterproof, resist oils and acids, suit includes jacket - 29" in length with raglan sleeve, detachable hood and coverall, srotm fly front, detachable hood, lapped and locked seams, color yellow, rainfare #0000-8005 or equal .	45	Medium						
		67	Large						
		225	X-Large						
		68	XX-Large						
		23	XXX-Large						
		22	XXXX-Large						
3	Rainsuit, Three piece: Nylon, Rip-Stop Material, PVC Coating inside & out PVC coating inside and outside, 100% waterproof, resists oils and acids, suit includes jacket 29" in length with raglan sleeve, detachable hood and coverall, storm fly front, lapped and locked seams, color yellow, minimum length 48", sizes S - XXXXL. Rainfair #0000-7020 or equal.	15	Small						
		22	Medium						
		23	Large						
		67	X-Large						
		23	XX-Large						
		15	XXX-Large						
		15	XXXX-Large						
4	Rain Jacket: 3 oz. Oxford Weave Nylon Polyurethane coated inside Polyurethane coated inside, flame resistant. Meets federal 191B, method 5903.0 fire retaradancy. Stitched & tape sealed seams, raglan sleeve, storm fly front, color yellow, sizes S - XXXXL. Rainfair #1100-8197.	9	Small						
		17	Medium						
		18	Large						
		96	X-Large						
		17	XX-Large						
		9	XXX-Large						
		9	XXXX-Large						

**SAFETY07
PRICING PAGE - RAINWEAR**

PRICING SHEET - SAFETY07							Page 2 of 2 * Rainwear		
Line Item	Item	Quantity	Size	Disct fr List (%)	Price Ea	Total	#/Case	Color Bid	Mfg
5	Rain pants: 3 oz Oxford weave nylon, polyurethane	5	Small						
	Coated inside, flame resistant. Meets federal 191B, method 5903.0 fire retardency. Stitched and tape sealed seams, snap fly, storm fly front, color yellow, sized S - XXXXL. Rainfair #1900-8497 or equal.	5	Medium						
		15	Large						
		45	X-Large						
		20	XX-Large						
		5	XXX-Large						
		5	XXXX-Large						
6	Rain Pants: Nylon	2	Small						
	Fully vulcanized, stitched and taped sealed seams, storm fly front, length 29", colors yellow and green. Sizes S-XXXXL. Rainfair #1900-1403 or equal.	3	Medium						
		8	Large						
		22	X-Large						
		10	XX-Large						
		3	XXX-Large						
		2	XXXX-Large						
7	Rain Overall: Nylon, Neoprene outside coating	2	Small						
	Fully culcanized, stitched and taped sealed seams, storm fly front, length 29", solors y ellow and green. Sizes S-XXXXL. Rainfair #1700-8152 or equal.	3	Medium						
		8	Large						
		22	X-Large						
		10	XX-Large						
		3	XXX-Large						
		2	XXXX-Large						

**SAFETY07
PRICING PAGE - RAINWEAR**

PRICING SHEET - SAFETY07							Page 1 of 2 * Rainwear		
Line Item	Item	Est. Qty	Size	Disct fr List (%)	Price Ea	Total	#/Case	Color Bid	Mfg
1	Rainwear: Polyester, PVC Coating Outside Waterproof, resists oils and acids, detachable hood, storm fly front, lapped and locked seams, color yellow, minimum length 48", sizes S - XXXXL. Rainfair #2100-8000 or equal.	55	Small						
		110	Medium						
		165	Large						
		605	X-Large						
		55	XX-Large						
		55	XXX-Large						
		55	XXXX-Large						
2	Rainsuit, Three piece: Polyester, PVC Coating outside Outside, 100% waterproof, resist oils and acids, suit includes jacket - 29" in length with raglan sleeve, detachable hood and coverall, srotm fly front, detachable hood, lapped and locked seams, color yellow, rainfare #0000-8005 or equal	45	Medium						
		67	Large						
		225	X-Large						
		68	XX-Large						
		23	XXX-Large						
		22	XXXX-Large						
3	Rainsuit, Three piece: Nylon, Rip-Stop Material, PVC Coating inside & out PVC coating inside and outside, 100% waterproof, resists oils and acids, suit includes jacket 29" in length with raglan sleeve, detachable hood and coverall, storm fly front, lapped and locked seams, color yellow, minimum length 48", sizes S - XXXXL. Rainfair #0000-7020 or equal.	15	Small						
		22	Medium						
		23	Large						
		67	X-Large						
		23	XX-Large						
		15	XXX-Large						
		15	XXXX-Large						
4	Rain Jacket: 3 oz. Oxford Weave Nylon Polyurethane coated inside Polyurethane coated inside, flame resistant. Meets federal 191B, method 5903.0 fire retaradancy. Stitched & tape sealed seams, raglan sleeve, storm fly front, color yellow, sizes S - XXXXL. Rainfair #1100-8197.	9	Small						
		17	Medium						
		18	Large						
		96	X-Large						
		17	XX-Large						
		9	XXX-Large						
		9	XXXX-Large						

**SAFETY07
PRICING PAGE - RAINWEAR**

PRICING SHEET - SAFETY07							Page 2 of 2 * Rainwear		
Line Item	Item	Quantity	Size	Disct fr List (%)	Price Ea	Total	#/Case	Color Bid	Mfg
5	Rain pants: 3 oz Oxford weave nylon, polyurethane	5	Small						
	Coated inside, flame resistant. Meets federal 191B, method 5903.0 fire retardency. Stitched and tape sealed seams, snap fly, storm fly front, color yellow, sized S - XXXXL. Rainfair #1900-8497 or equal.	5	Medium						
		15	Large						
		45	X-Large						
		20	XX-Large						
		5	XXX-Large						
		5	XXXX-Large						
6	Rain Pants: Nylon	2	Small						
	Fully vulcanized, stitched and taped sealed seams, storm fly front, length 29", colors yellow and green. Sizes S-XXXXL. Rainfair #1900-1403 or equal.	3	Medium						
		8	Large						
		22	X-Large						
		10	XX-Large						
		3	XXX-Large						
		2	XXXX-Large						
7	Rain Overall: Nylon, Neoprene outside coating	2	Small						
	Fully vulcanized, stitched and taped sealed seams, storm fly front, length 29", colors yellow and green. Sizes S-XXXXL. Rainfair #1700-8152 or equal.	3	Medium						
		8	Large						
		22	X-Large						
		10	XX-Large						
		3	XXX-Large						
		2	XXXX-Large						

**SAFETY07
PRICING PAGE - FOOTWEAR**

Pricing Sheet - SAFETY07		Page 1 of 1 * Footwear						
Line Item	Item	Est. Quantity	Disctr List (%)	Price per Pair	Total	#/Case	Color Bid	Mfg
	Footwear							
8	Pullover Boot: Pullover Boot Sz. 6-16, Rainfair #2400-9085 or Equal, Sizes 6 - 13 Knit lining, cleated outsole, adjustable top strap, height 17", color: yellow. Rainfair #2400-9085 or equal. Buckle Boot: Rubber, over-the-shoe, Plain Toe Sz. 6 - 14, Rainfair #2400-9011 or Equal, Sizes 6 - 14	50						
9	Knit lining, self draining gusset, cleated outsole, five buckles, height 14", Color: Black, Rainfair #2400-9011 or equal. Knee Boot: Hand piled rubber, Steel Toe Sz. 6 - 13, Rainfair #2400-9043 or Equal, Sizes 6 - 13 Ansi Z41 PT 83 M 1-75 C75, Sponge insole, net lining, cleated outsole, steel shank, Color: Black. Rainfair #2400-9043 or equal.	25						
10	Hip Boot: Pull-on, hand piled rubber, steel toe, Rainfair #2400--9091 or Equal, Sizes 6 - 13 Ansi Z41 PT 83 M 1-75 C75, Sponge insole, net lining, cleated outsole, steel shank, Color: Black. Rainfair #2400-9091 or equal.	30						
11	Hip Boot: Pull-on, hand piled rubber, sponge insole Sz 6 - 13, Rainfair #2400-9089 or Equal, Sizes 6 - 13 insole, net lining, cleated outsole, steel shank, Color: Black. Rainfair #2400-9089 or equal.	175						
12	Hip Boot: Pull-on, hand piled rubber, sponge insole Sz 6 - 13, Rainfair #2400-9089 or Equal, Sizes 6 - 13 insole, net lining, cleated outsole, steel chank. Rainfair #2400-9089 or equal.	25						

SAFETY07
PRICING PAGE - EYEWEAR

Unless otherwise noted, all eyewear must meet Ansi Z87.1-1989 or latest edition of this standard.						Page 1 of 1 *Eyewear				
Line Item	Item	Est. Quantity	MFG	Model	Frame Color	Lense Tint Packaging	Disct fr List (%)	Price Per Pair	Total	# / Case
	Eyewear									
	Safety Glasses: Aviator Style Shields, wire reinforced temples, scratch resistant polycarbonate lenses, 99.9% effective filter of UV Radiation. Packaged in individual poly-Bag.	724								
	Safety Glasses: Conventional Style Shields, wire reinforced temples, brow protector, scratch resistant polycarbonate lenses (clear, green, grey), 99.9% effective filter of UV Radiation. Packaged in individual poly-Bag.	122								
	Safety Glasses: Wrap-around Style Shields, reinforced temples, scratch resistant polycarbonate lenses, 99.9% effective filter of UV Radiation. Packaged in individual poly bag. Crews #9800B or equal.	456								
	Protective Goggles Wrap-around Clear Vinyl Frame, indirect ventilation or chemical splash style, acetate anto-fog coated lens, elastic headband packaged in individual poly-bag. Crews #235 or equal.	113								
	Protective Goggles: Wrap Around, Clear Vinyl Frame, perforated style, acetate anto-fog coated lens, elastic headband, Packaged in individual poly-bag.	96								

* Unless otherwise noted, all eyewear must meet Ansi Z87.1-1989 or latest edition of this standard.

SAFETY07
PRICING PAGES - EAR PROTECTION

* Unless otherwise noted, all ear protection must meet Ansi S3.19 or latest edition of this standard.										Page 1 of 1 *Ear Protection		
Line Item	Item	Est. Qty	Dsict fr List (%)	Price Per Pair	Total	Count Per Carton	Carton Price	# Cartons Per Case	Total Per Case	Case Price	Mfg	Model
22	Vinyl Foam Earplugs - Cylinder Shape	20										
	Ear canal, min. NRR:29 - Individually bagged earplugs in dispenser box, approx. 2,000 pair per case.											
23	Vinyl Foam Earplugs - Cylinder Shape	5										
	Ear canal, minimum NRR:29 - bulk pak, not individually bagged earplugs in dispenser box. Approximately 2,000 pair per case.											
24	Vinyl Foam Earplugs - Bell Shaped, smaller size	40										
	Conforms to ear canal, minimum NRR:29 - bulk pak, individually bagged earplugs in dispenser box, approximately 2,000 pair per case.											
25	Ear Muffs - Economy grade, plastic construction, foamed filled cushions, Adj.	5										
	Foam-filled cushions, adjustable headband, minimum over-the-head NRR:22. Packaged individually in box.											
26	Ear Muffs - wrap-around style, plastic const., foam filled	5										
	Foam-filled cushions, adjustable metal headband, minimum over-the-head NRR:22. Packaged individually in box.											
27	Ear Muffs - Maximum Protection, Adj.	50										
	Headband includes crown strap for use when wearing under the chin or behind the head minimum NRR-25. Packaged individually in box.											

**SAFETY07
PRICING PAGE - RESPIRATORS**

Pricing Sheet - SAFETY07		Page 1 of 1 *Respirators							
Line Item	Item	Est. Qty	Disct fr List (%)	Price Ea	Total	Case Price	# Per Case	Mfg	Model
	Respirators								
28	Respirator, Dust/Mist, Disposable: Two Membranes Two membranes filled with filtering fiber, stiff outer membrane, soft inner membrane, adjustable metal nose piece with foam seal, Two heavy duty head straps, Niosh approved TC-21C-351 or latest standard.	125							
29	Respirator, nuisance dust mask Single woven membrane, adjustable metal nose piece, single elastic head strap. Not Niosh approved.	10							

**SAFETY07
PRICING PAGE - FIRE EXTINGUISHERS**

Page 1 of 1 * Fire Extinguishers									
Line Item	Item	Est. Quantity	Disct fr List (%)	Price Ea	Total	Case Price	# Per Case	Mfg	Model
	Fire Extinguishers								
30	Fire Extinguisher 2 1/2 lb. W/Vehicle Bracket, Rated 1A-10B:C	50							
31	Fire Extinguisher, 5 lb. W/Vehicle Bracket. Rated 4A-60B:C	12							
32	Fire Extinguisher, 10 lb. W/Wall Hook, Rated 4A-60B:C	40							
33	Fire Extinguishers 2 1/2 lb. W/Vehicle Bracket, Rated 10B:C	5							

SPECIFICATIONS: Fire extinguishers, dry chemical, general purpose, stored pressure, steel shell with corrosion resistant finish, aluminum valves, easy to read gauges. **NOTE:** For Fire Extinguishers only, vendor may include a hazardous material charge when delivery is made by ups or smaller carrier. An original invoice from the carrier, clearly showing the charge, must be attached to the vendor's invoice for payment.

SAFETY07
PRICING PAGE - GLOVES

Pricing Sheet - SAFETY07						Page 1 of 2 * Gloves				
Line Item	Item	Size	Est. Qty / Dz	Disc't fr List (%)	Price Per Dozen	Total	Case Price	# Per Case	Mfg	Model/Style
	Gloves									
34	Glove: Memphis, #1200S or Equal. Full feature Gunn cut pattern, full leather palm, index finger and thumb, fingertips and knuckle strap, remainder canvas. With 2 1/2" starched cuff.	Small	13							
		Medium	13							
		Large	50							
		XLarge	50							
35	Glove: Memphis, #1200D or Equal. Same specs as Item 34 with the following exception. Comes with 2 1/2" Denim cuff and back.	Small	3							
		Medium	3							
		Large	10							
		XLarge	10							
36	Glove: Memphis #1430 or Equal. Same specs as Item 34 with the following exception. Comes with 2 1/2" Leather cuff, Large size.	Small	1							
		Medium	1							
		Large	1							
		XLarge	1							
37	Glove: Memphis #1700 or Equal. Full feature Gunn cut Pattern, selected heavy side leather palm sewn with heavy tread, 2 3/4" safety cuff.	Small	4							
		Medium	6							
		Large	16							
		XLarge	16							
38	Glove Memphis #7100 or Equal. Economy brown jersey, clute pattern, knit wrist. 9 oz., minimum fabric weight.	Small	58							
		Medium	88							
		Large	204							
		XLarge	233							

**SAFETY07
PRICING PAGE - GLOVES**

Pricing Sheet - SAFETY07		Page 2 of 2 *Gloves							
Line Item	Item	Qty / Dz	Disct fr List (%)	Price Per Dozen	Total	Case Price	# Per Case	Mfg	Model
Gloves (cont'd)									
39	Glove Memphis #7100C or Equal. Economy Glove, brown jersey, clute pattern, knit wrist. 10 oz. minimum fabric weight.	Small							
		Medium	2						
		Large	3						
		XLarge	10						
40	Glove Memphis #8200 or Equal. All cotton canvas, clute pattern, straight thumb, knit wrist. Choice of sizes, 12 oz., minimum fabric weight.	Small							
		Medium	10						
		Large	40						
		XLarge	40						
41	Glove Memphis #8300 or Equal. All cotton canvas, clute pattern, straight thumb, knit wrist. Choice of sizes, 12 oz. minimum fabric weight.	7							
		8	2						
		9	3						
		10	10						
42	Glove Memphis #8526C or Equal. All gold fleece, full chore style, quilted material, knit wrist, size large, 26 oz., minimum fabric weight.	7							
		8	20						
		9	20						
		10	80						
43	Glove Memphis #5430 or Equal. Black neoprene, .030" flock lined, 12" length, rolled cuff.	7							
		8	1						
		9	2						
		10	4						
44	Glove, Memphis Glove #5430 or Equal. Neoprene/Natural Latex Blend, .022", flock lined, 12" length, scalloped cuff.	7							
		8	4						
		9	5						
		10	17						

**SAFETY07
PRICING PAGE - MISCELLANEOUS**

Pricing Sheet - SAFETY07

Line Item	Item	Size	Est. Qty / Dz	Disc't fr List (%)	Price Per Dozen	Total	Case Price	# Per Case	Mfg	Model/Style	
55	Miscellaneous		All other catalog items - Discount from list.								%

RAINWEAR	%
FOOTWEAR	%
EYEWEAR	%
PROTECTIVE CLOTHING	%
EAR PROTECTION	%
RESPIRATORS	%
FIRE EXTINGUISHERS	%
GLOVES	%
SAFETY ILLUMINATORS	%
SAFETY CAPS	%
MISCELLANEOUS	%

VENDOR INFORMATION	
Contract Coordinator:	Authorized Signature:
<hr/>	<hr/>
Phone Number:	Date:
<hr/>	<hr/>
Fax Number:	Email Address:
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STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt 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 exceed five percent of the total contract amount.

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

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 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: _____