



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
PAINT10

PAGE
1

ADDRESS-CORRESPONDENCE TO ATTENTION OF
BUYER 43 304-558-8806

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/20/2009				

BID OPENING DATE: 12/22/2009 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 PURCHASING AFFIDAVIT EXHIBIT 10 - ADDENDUM ACKNOWLEDGEMENT RESIDENT VENDOR PREFERENCE						
0001		PG		145-45-01-001		
	1			BLANKET CONTRACT FOR PAINT & SUPPLIES		
MANDATORY PRE-BID						
A MANDATORY PRE-BID MEETING SHALL BE HELD ON THURSDAY, DECEMBER 3, 2009 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.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL						
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 PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</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>						

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<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 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>						

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<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 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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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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:					FILE 43	
RFQ. NO.:					PAINT10	
BID OPENING DATE:					12/22/2009	
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):						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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V E N D O R	RFQ COPY
	TYPE NAME/ADDRESS HERE

S H I P T O	ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ PAINT10 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
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PAINT10

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, December 3, 2009 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, December 1, 2009. Written questions may be sent via E-mail preferred), USPS, Fax, courier or hand delivered. Send your questions to:

Purchasing Division
Attention Pamela Hodges
2019 Washington Street, East
Charleston, WV 25305
304-558-4115 – FAX
Pamela.M.Hodges@wv.gov – E-mail

It is the bidder's responsibility to verify that their questions have been received by the purchasing division. You may email Pamela Hodges at Pamela.M.Hodges@wv.gov 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.

SEND TO: jo.a.adkins@wv.gov

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.

Storage Stability/Warranty: The shelf life of the paint shall be at least one year. Some "soft settling" will be allowed but the materials shall be easily re-dispersed with a hard paddle. The State reserves the right, at any time within one year of acceptance, to check any paint delivered for conformance to the requirements of the contract. Any paint failing to comply with the specifications will be returned to the contractor for replacement, at no cost to The State. Any and all expenses associated with returns including re-inspection and re-testing, shall be the responsibility of the contractor.

Condition in Container: The paint, as received, shall be ready to use and shall show no evidence of biological growth, putrefaction, debris, foreign material, skinning, hard settled pigment or corrosion of the container. The paint shall be easily dispersible to a uniform condition by hand stirring.

Product Certification: The offered products shall meet the applicable Master Painters Institute (MPI) detailed performance standard for the appropriate MPI category.

Application: The paint shall be suitable for application by brush, roller and airless sprayers (without filtering). The paint shall have good flowing and brushing properties and shall dry to a smooth uniform film free from lap marks, excessive brush marks, orange peel, craters, coarse particles, blisters, fish eyes, pitting or pinholes after drying.

The dried finish coat shall be uniform in color, appearance and sheen. There shall be no flashing or ghosting.

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

Odor: The odor of the paint in the can and during application shall not be irritating. Upon opening the container, there should not be a putrid, musty, and/or fermenting odor. There should not be a strong odor of solvent. The paint shall have no residual odor after 48 hours of air drying.

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 (PAINT10)
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
100	1604	802	535	401	321	267	229	201	178	160	146	135	123	115	107	100
95	1524	762	511	381	305	254	218	191	169	152	139	127	117	109	102	95
90	1444	722	481	361	289	241	206	181	160	144	131	120	111	104	96	90
85	1363	682	455	341	273	227	195	170	152	136	124	114	105	98	91	85
80	1283	642	428	321	257	214	183	160	143	128	117	107	98	92	86	80
75	1203	602	401	301	241	201	172	150	134	120	109	100	92	86	80	75
70	1123	561	374	281	225	187	160	140	125	112	102	94	86	80	75	70
65	1043	521	348	261	209	174	149	130	116	104	95	87	80	75	70	65
60	962	481	321	241	193	160	138	120	107	96	88	80	74	69	64	60
55	882	441	294	221	176	147	126	110	98	88	80	74	68	63	59	55
50	802	401	267	201	160	134	115	100	89	80	73	67	62	58	54	50
45	772	361	241	181	144	120	103	90	80	72	66	60	55	52	48	45
40	642	321	214	160	128	107	92	80	71	64	58	54	49	46	43	40
35	561	281	187	140	112	94	80	70	62	56	51	47	43	40	37	35
30	481	241	160	120	96	80	69	60	54	48	44	40	37	35	32	30
25	401	201	134	100	80	67	57	50	45	40	37	33	31	29	27	25

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

PAINT10 - 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 (Gal)	(1) PRICE (Gal)	QTY (5 Gal)	PRICE (5 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	400		40		
3		P	Professional Grade Interior Latex Flat. Minimum Volume Solids 36% All Colors Available	600		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	400		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	200		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		

PAINT10 - PRICING PAGES

SECTION I - LAYTEX PAINT INTERIOR cont'd

LINE ITEM	STOCK #	CODE	DESCRIPTION	PER 1 GALLON			PER 5 GALLON			GRAND TOTAL
				QTY Gal	(1 PRICE Gal)	(1 TOTAL Gal)	QTY Gal	(5 PRICE Gal)	(5 TOTAL Gal)	
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		
14		P	Professional Grade Interior/Exterior Latex Stain Block Primer Min. Volume Solids 36%		150			50		
15		P	Professional Grade Int/Ext Alkyd Stain Block Primer Min. Volume Solids 57%		100			40		

SECTION II - PAINT EXTERIOR

LINE ITEM	STOCK #	CODE	DESCRIPTION	PER 1 GALLON			PER 5 GALLON			GRAND TOTAL
				QTY Gal	(1 PRICE Gal)	(1 TOTAL Gal)	QTY Gal	(5 PRICE Gal)	(5 TOTAL Gal)	
16		P	Professional Grade Exterior Latex Flat Min. Volume Solids 34% All Colors Available		100			10		
17		P	Professional Grade Exterior Latex Satin Min. Volume Solids 34% All Colors Available		100			10		
18		P	Professional Grade Exterior Latex Gloss Min. Volume Solids 34% All Colors Available		200			30		
19		B	Premium Grade Exterior Latex Flat Min. Volume Solids 36% All Colors Available		100			30		
20		B	Premium Grade Exterior Latex Satin Min. Volume Solids 36% All Colors Available		60			10		
21		B	Premium Grade Exterior Latex Gloss Min. Volume Solids 35% All Colors Available		125			20		

PAINT10 - PRICING PAGES

SECTION II - EXTERIOR PAINT cont'd

LINE ITEM	STOCK #	CODE	DESCRIPTION	PER 1 GALLON		PER 5 GALLON		GRAND TOTAL
				QTY (1 Gal)	(1 PRICE Gal)	QTY (5 Gal)	(5 PRICE Gal)	
22		B	Premium Industrial Direct to Metal Latex Acrylic Satin/SemiGloss Int/Ext Min. Volume Solids 38% All Colors Available	75		40		
23		B	Premium Industrial Int/Ext Industrial Oil Base Enamel Gloss Min. Volume Solids 43% All Colors Available	450		N/A		
24		B	Premium Industrial Industrial Universal II Rust Inhibitive Primer Min. Volume Solids 53%	250		20		
25		B	Premium Industrial Interior/Exterior Floor Enamel Gloss Oil Base Min. Volume Solids 45% All Colors Available	175		N/A		
26		B	Premium Industrial Traffic Marking Paint Oil Base Quick Dry Min. Volume Solids 47% White or Yellow	100		20		
27		B	Premium Industrial Traffic Marking Paint Acrylic Latex Quick Dry Min. Volume Solids 50% White or Yellow	110		25		
28		B	Premium Industrial Traffic Marking Paint Latex Quick Dry Min. Volume Solids 52% Colors Red, Blue, Black Professional Grade	25		5		
29		P	Exterior Stain Solid Color Oil Min. Volume Solids 58% Professional Grade	430		50		
30		P	Exterior Stain Semi-Transparent Oil Min. Volume Solids 14% Professional Grade	50		20		
31		P	Exterior Stain Solid Color Latex Acrylic Min. Volume Solids 33% Professional Grade	250		50		
32		P	Exterior Clear Oil Base Sealer Min. Volume Solids 29% Professional Grade	150		20		
33		P	Int/Ext Gloss Varnish Oil Base Min. Volume Solids 45%	75		N/A		

PAINT10 - PRICING PAGES

SECTION II - EXTERIOR PAINT cont'd

LINE ITEM	STOCK #	CODE	DESCRIPTION	PER 1 GALLON		PER 5 GALLON		GRAND TOTAL	
				QTY Gal	(1 PRICE Gal)	QTY Gal	(5 PRICE Gal)		TOTAL (5 Gal)
34		P	Professional Grade Int/Ext Satin Varnish Oil Base Min. Volume Solids 44%		65				
35		P	Professional Grade Interior Water Base Polyurethane Gloss Min. Volume Solids 26%		20				
36		P	Professional Grade Interior Water Base Polyurethane Satin Min. Volume Solids 26%		20				
37		P	Lacquer Thinner		100		50		
TOTAL PAINT									\$

C - Contractor P - Professional B - Best

SECTION III - PAINT TOOLS

Item	Stock #	Quality	Description	Est. Qty	Unit Price	Total
1		C	1" Width flat chip brush. Ideal for one time jobs. Width 1"/Length 1 1/2"/Thk. 3/8" Mfg PPR	25		
2		C	2" Width Flat Chip Brush. Ideal for one time jobs. Width. 2"/Length 1 1/2"/Thk. 3/8" Mfg. PPR	25		
3		C	3" Width Flat Chip Brush. Ideal for one time jobs. Width. 3"/Length. 1 1/2"/Thk. 3/8" Mfg. PPR	25		
4		C	4" Width Flat Chip Brush. Ideal for one time jobs. Width 4"/Length 2"/Thk. 5/8" Mfg. PPR	50		
5		P	1" All Purpose Polyester/Varnish Flat Brush. Wdth. 1"/Length. 2 1/4"/Thk. 3/8". Mfg. Wooster #3286-1	450		
6		P	1 1/2" All Purpose Polyester/Varnish Flat Brush. Width. 1 1/2"/Length. 2 1/4"/Thk. 7/16". Mfg. Wooster #3286-1.5	110		
7		P	2" All Purpose Polyester/Varnish Flat Brush. Wdth. 2"/Length. 2 1/4"/Thk. 7/16" Mfg. Wooster #3286-2	1100		
8		P	3" All Purpose Polyester/Varnish Flat Brush. Width. 3"/Length. 2 3/4"/Thk. 1/2". Mfg. Wooster #3286-3	600		
9		P	4" All Purpose Polyester/Varnish Flat Brush. Wdth. 4"/Length. 2 3/4"/Thk. 1 1/16". Mfg. Wooster #3286-4	700		
10		B	1 1/2" Nylon/Polyester Angle Sash Brush, Professional Quality Wooden Handle. Wdth. 1 1/2"/Length. 2 3/8"/Thk. 1/2". Mfg. Wooster #3251-1.5	70		
11		B	2" Nylon/Polyester Angle Sash Brush, Professional Quality Handle. Wdth 2"/Length. 2 5/8"/Thk. 9/16". Mfg. Wooster #3251-2	375		
12		B	2 1/2" Nylon/Polyester Angle Sash Brush, Professional Quality Wooden Handle. Wdth. 2 1/2"/Length. 2 7/8"/Thk. 5/8". Mfg. Wooster #3251-2.5	250		

PAIN10 - PRICING PAGES

C - Contractor P - Professional B - Best

SECTION III - PAINT TOOLS cont'd

Item	Stock #	Quality	Description	Est. Qty	Unit Price	Total
13		B	3" Nylon/Polyester Angle Sash Brush. Professional Quality Wooden Handle. Wdth. 3 1/8"Thk. 1 1/16". Mfg. Wooster #3251-3	150		
14		B	3/8" Nap 9" Width All Purpose Roller Covers. Recommended Smooth Surface, Drywall, Plaster. Mfg. Bestt Liebco	600		
15		B	3/8" Nap 9" Width Pro Woven Roller Covers. Shed Resistant. Lint Free Fabric For All Paints Mfg. Wooster #HR551-4	750		
16		B	3/8" Nap 4" Width Pro Woven Roller Covers. Shed Resistant, Lint Free Fabric for all Paints. Mfg. Wooster # HR551-4	750		
17		B	1/2" Nap 4" Width Pro Woven Roller Covers. Shed Resistant, Lint Free Fabric for all Paints. Mfg. Wooster # HR555-4	450		
18		P	9" Professional Roller Frame Heavy Duty. Mfg. Wooster # R027	300		
19		P	4" Professional Roller Frame Heavy Duty. Mfg. Wooster # HR559	250		
20		C	9" Premium Roller Frame Lightweight Mfg. Wooster #HR559	200		
21		P	Plastic Roller Tray For 9" Roller Covers. Mfg. Z-PRO	350		
22		B	Heavy Duty Plastic Roller Tray For 9" Roller Covers, W/Ladder Hooks. Mfg. Wooster # R404	300		
23		C	48" Wood Extension nPole W/Metal Threads Mfg. Bestt Liebco	50		
24		C	9"x12' 2 Mil Plastic Drop Cloths. Mfg. Z-PRO	240		
25		P	3/4" x 180' 3M General Purpose Masking Tape. Mfg. 3M-2020	220		
26		P	1" x 180' 3M General Purpose Masking Tape. Mfg. 3M-2020	130		
27		P	2" x 180' 3M General Purpose Masking Tape. Mfg. 3M-2020	280		
28		B	1' x 180' 3M Blue Long Painters Masking Tape. Mfg. 3M-2090	60		
29		B	1 1/2" x 180' 3M Blue Long Painters Masking Tape. Mfg. 3M-2090	75		
30		B	Onetime Lightweight Spackling Paste. 1Quart Size. Mfg. Red Devil	35		
31		C	PPG Brand Top Gun 100% Acrylic Latex Caulk Paintable. Int/Ext Use, White Only. 10.3 oz Mfg. PPG	150		
32		P	PPG Brand Top Gun Siliconized Acrylic Caulk Paintable. Excellent Adhesion, Durability. Int/Ext Use. Colors. 10.3 oz Mfg. PPG	200		
33		B	100% Silicone Plus Caulk. Int/Ext White. Recommended Not Paintable 10.1 oz. Mfg. Dap	130		
34		B	100% Silicone Plus Caulk. Int/Ext Clear. Recommended Not Paintable. 10.1 oz Mfg. Dap	200		
35		P	General Purpose Paint Thinner 100% Mineral Spirits. 1 gallon container	300		
36		P	PPG Pittbull Rust Inhibitive Fast Dry Spray Paint 12 oz. All colors	1700		
37		B	PPG Graffiti and Over Spray Remover. Removes Graffiti From Aerosol Spray Paint, Ind, Felt Marker, Will Not Harm Clear Coat Surface on Cars. Will Not Harm Plexi-glass, Polycarbonates. Biodegradable Liquid	10		

PAINT10 - PRICING PAGES

38	B	PPG Automotive & Heavy Industrial Paint Stripper. Removes Epoxy, Alykds, Zinc Primers, Urethane & Coal Tar Epoxies From Surfaces Such As Tanks, Bridges, Railway Cars Painted Plastic (car bumpers) etc. Biodegradable Liquid	10	
39	B	PPG Industrial Paint Stripper. Water Based Fully Biodegradable, Non Flammable, Clean Up with Water, Will Not Burn Skin. Removes Epoxy, Urethanes, Latex, Oil Base Paint from Steel, Aluminum, Concrete, Masonry.	10	
40	B	BioWash Waste Paint Hardener/Powder Form. Quickly Hardens Latex Paint for Legal Disposal. Environmentally Safe. Hardens 2/3 of a gallon per bag.	100	
41	B	Lacquer Thinner	100	
42	B	Inverted Highway Yellow all traffic colors.	50	
43	C	3/8" General Purpose Roller Covers-Best Liecco	250	
44	C	1/2" General Purpose Roller Cover-Best Liecco	250	
45	C	3/4" General Purpose Roller Covers-Best Liecco	250	
46	B	5Gal Bucket Grids-Best Liecco	100	
47	B	3/16" - 9" Roller Cover Woven. Wooster # HR552-9	100	
48	B	3/16" - 4" Roller Cover Woven Wooster # HR552-4	100	
49	B	2 1/2" Paint scraper- Warner #90189	50	
50	B	5 in 1 Glazier Knife- Warner# 90189	50	
51	B	Jumbo Koter 4.5 spr twst 2 pack wooster # RR306	100	
52	B	14" Jumbo-Koter Frame- Wooster # RR041	100	
53	B	Jumbo-Koter 6.5 Spr TWST 2 Pack Wooster# RR306	100	
54	B	4 X 15 PM Canvas Drop Cloth 10-11 oz	30	
55	B	9 X 12 PM Canvas Drop Cloth 10-11 oz	30	
56	B	3/4" - 9" Roller Cover Woven. Mfg. Wooster # HR556-9"	50	
57	B	3/4" - 4" Roller Cover Woven. Mfg. Wooster # HR556- 4"	50	

TOTAL TOOLS

GRAND TOTAL

VENDOR NAME: _____ PHONE: _____

CONTACT PERSON: _____ FAX: _____

(Please print) EMAIL: _____

AUTHORIZED REPRESENTATIVE: _____ (Date)

(Signature)

AUTHORIZED REPRESENTATIVE: _____ (Print)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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: _____ **Signed:** _____

Date: _____ **Title:** _____

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

EXHIBIT 10

REQUISITION NO.:

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY 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.

.....
SIGNATURE

.....
COMPANY

.....
DATE