



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
SAFETY10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS 304-558-8802

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/13/2010				

BID OPENING DATE: 06/10/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY SAFETY ITEMS TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>*****            INQUIRIES</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON TUESDAY, JUNE 1, 2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>JO ANN ADKINS            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305            FAX: 304.558.4115            EMAIL: JO.A.ADKINS@WV.GOV</p> <p>*****</p> <p>BIDDER SHOULD COMPLETE ALL INFORMATION REQUESTED. THESE PRICING SHEETS ARE DIVIDED BY CATEGORY (PRODUCT TYPE).</p> <p>NOTE: ALL QUANTITIES SHOWN ARE ESTIMATES ONLY AND SHOULD NOT BE CONSTRUED AS ANY GUARANTEE OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **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.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
  14. **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>.
  15. **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, and the West Virginia Insurance Commission. 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.
  16. **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 material, 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.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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ALL STATE AGENCIES  
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BID OPENING DATE: 06/10/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FUTURE CONTRACT ORDERS.</p> <p>MINIMUM ORDERS:</p> <p>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 AGENCIES PAYING SHIPPING CHARGES), OR MAY BE PURCHASED FROM LOCAL SOURCE TO SAVE THE SHIPPING CHARGES.</p> <p>NOTE: 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 ATTACHED TO THE INVOICE.</p> <p>IF BIDDING "OR EQUAL" BRAND, SAMPLE LITERATURE SHOULD BE RECEIVED PRIOR TO BID DATE.</p> <p>ATTACHMENTS:            SAFETY10 SPECIFICATIONS            SAFETY10 PRICING PAGES            PURCHASING AFFIDAVIT            RESIDENT VENDOR PREFERENCE</p>						
0001	1	JB		345-00-00-100		
EQUIPMENT, FIRST AID OR SAFETY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

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LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 3						
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.						
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.						
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.						
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.						
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						

SIGNATURE	SEE REVERSE SIDE FOR TERMS AND CONDITIONS	TELEPHONE	DATE
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**SAFETY10**

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SHIP TO

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BID OPENING DATE: **06/10/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>REV. 04/11/2001</p> <p>EXHIBIT 10</p>						

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VENDOR

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUISITION NO.: .....						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M 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						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>..... DATE .....</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>.....</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 AS A CONDITION OF AWARD.</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</p> <p style="text-align: center;">-----</p>						

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## SAFETY10 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

1. 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.
2. Vendor shall quote a percentage discount from the lowest price listed in the price list(s)/catalogs submitted. The state prefers a single percentage discount from the price list / categories, but will consider bids containing different percentage discounts for different brands, lists or categories of supplies. Vendors **MAY** submit alternate bids using a separate or additional catalog(s). All items in the discount category must have the exact same discount. (For example, if a Eye Wear product on the pricing page has a discount of 40%, EVERY Eye Wear product sold must have the 40 % discount.) Bids must plainly and clearly indicate the different classes of products with percentage discount for each. Bids that are not clearly identified, by easily identified classes, may be disqualified. Bids that have multiple discounts by category **MUST** list a discount for a miscellaneous category that would be applied to any product not identified by a category discount shown. For evaluation purposes, an estimate of quantity has been inserted to give the miscellaneous category a value in the bid evaluation. **NOTE:** The category discount must be for all items in that category. Bidders shall not offer greater discounts for items on the pricing pages than the category discount offered for that item.

Bidders should mark the items in the catalogs that appear on the pricing pages, to assist in the evaluation and verification of the bids. This is an excel document and will be available electronically after the mandatory pre-bid. Failure to indicate the minimum order quantity on the pricing sheets shall require the vendor to ship any quantity of that product ordered, regardless of size.



### **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.

### **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.

Send to: [jo.a.adkins@wv.gov](mailto:jo.a.adkins@wv.gov)

SAFETY07  
PRICING PAGE - RAINWEAR

PRICING SHEET - SAFETY10							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	55	Small						
	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.	110	Medium						
		165	Large						
		605	X-Large						
		55	XX-Large						
		55	XXX-Large						
		55	XXXX-Large						
2	Rainsuit, Three piece: Polyester, PVC Coating outside	45	Medium						
	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	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	15	Small						
	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.	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	9	Small						
	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.	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 - SAFETY10				Page 1 of 1 * Footwear				
Line Item	Item	Est. Quantity	Disct fr List (%)	Price per Pair	Total	#/Case	Color Bid	Mfg
	<b>Footwear</b>							
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.	50						
9	Buckle Boot: Rubber, over-the-shoe, Plain Toe Sz. 6 - 14, Rainfair #2400-9011 or Equal, Sizes 6 - 14  Knit lining, self draining gusset, cleated outsole, five buckles, height 14", Color: Black, Rainfair #2400-9011 or equal.	25						
10	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.	30						
11	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.	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						







**SAFETY10  
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	Discount 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.												

**SAFETY10  
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
	<b>Respirators</b>								
28	Respirator, Dust/Mist, Disposable: Two Membranes	125							
	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.								
29	Respirator, nuisance dust mask	10							
	Single woven membrane, adjustable metal nose piece, single elastic head strap. Not Niosh approved.								

**SAFETY10  
PRICING PAGE - FIRE EXTINGUISHERS**

Page 1 of 1 * Fire Extinguishers									
Line Item	Item	Est. Quantity	Disc't List (%)	Price Ea	Total	Case Price	# Per Case	Mfg	Model
	<b>Fire Extinguishers</b>								
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.

**SAFETY10  
PRICING PAGE - GLOVES**

Pricing Sheet - SAFETY07										Page 1 of 2 * Gloves		
Line Item	Item	Size	Est. Qty / Dz	Disct fr List (%)	Price Per Dozen	Total	Case Price	# Per Case	Mfg	Model/Style		
<b>Gloves</b>												
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, culate pattern, knit wrist. 9 oz., minimum fabric weight.	Small	58									
		Medium	88									
		Large	204									
		XLarge	233									

SAFETY10  
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		
<b>Gloves (cont'd)</b>											
39	Glove Memphis #7100C or Equal. Economy Glove, brown jersey, clute pattern, knit wrist. 10 oz. minimum fabric weight.	Small									
		Medium									
		Large									
		XLarge									
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									
		Large									
		XLarge									
41	Glove Memphis #8300 or Equal. All cotton canvas, clute patternm straight thumb, knit wrist. Choice of sizes, 12 oz. minimum fabric weight.	7									
		8									
		9									
		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									
		9									
		10									
43	Glove Memphis #5430 or Equal. Black neoprene, .030" flock lined, 12" length, rolled cuff.	7									
		8									
		9									
		10									
44	Glove, Memphis Glove #5430 or Equal. Neoprene/Natural Latex Blend, .022", flock lined, 12" length, scalloped cuff.	7									
		8									
		9									
		10									

**SAFETY10  
PRICING PAGE - SAFETY ILLUMINATORS**

\* Red Emergency Flares: Visible in fog, rain or snow, self contained striker, complies with ICC regulations, Bureau of Explosive Specifications and approved by the underwriters lab. These items may be used by the Department of Highways and the Department of Public Safety.

Page 1 of 1 \*Illuminators

Line Item	Item	Est. Quantity	Disct fr List (%)	Price Each	Total	Price Per Case	# Per Case	Mfg	Model	Min Order Qty
	<b>Safety Illuminators</b>									
45	Flares, Emergency 30 min Spikeless	275								
46	Flares, Emergency 30 min W/Spike	20								
47	Cyalume Light Sticks, 12 hr Green	20								
48	Cyalume Light Sticks, 30 min High Intensity Red	10								
49	Cyalume Light Sticks, 30 Min High Intensity Yellow	10								

SAFETY10  
PRICING PAGE - SAFETY CAPS

Line Item		Item	Est. Qty	Disc't fr List (%)	Price Each	Total	Case Price	# Per Case	Mfg	Model	Min Order Qty
High density Polyethylene, slotted for accessories, includes ratchet suspension with no metal parts, headband, neck strap, sweatband and adjustable crown straps, standard size 6 1/2" to 8", meets Ansi Z89.1. Colors: White and Yellow. Bullard #RT5100 or equal.											
		<b>Safety Caps</b>									
50		Safety Caps - High Density Polyethylene, Slotted for accessories W/ Ratchet Suspension, Bullard #RT5100 or Equal	400								
51		Safety Caps - High Density Polyethylene, Slotted for accessories W/ Standard Suspension, Bullard #5100 or Equal	10								
52		Cold Weather Cap Liner	900								
53		Sweatband: Cellulose, Kappler #155 or Equal	10								
54		Safety Cap with Nylon Full Face Shield	5								

**SAFETY10  
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	
<b>Contract Coordinator:</b>	<b>Authorized Signature:</b>
<b>Phone Number:</b>	<b>Date:</b>
<b>Fax Number:</b>	<b>Email Address:</b>



RFQ No. \_\_\_\_\_

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 owed 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.

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.

**WITNESS THE FOLLOWING SIGNATURE**

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

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

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

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.