



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
CME10094

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

DD AND S, INC.  
 16 WEST ELM ST.  
 CHICAGO, ILLINOIS 60610  
 312-266-0029 FAX: 312-266-9291

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BUREAU FOR PUBLIC HEALTH  
 OFFICE CHIEF MEDICAL EXAMINER  
 619 VIRGINIA STREET, WEST  
 CHARLESTON, WV  
 25302 304-558-4865

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/23/2010				

BID OPENING DATE: 04/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2,000	EA		475-00-99-001 BODY BAGS, PERNATAL 12 X 18 INCHES	\$7.65	\$15,300.00
0002	2,000	EA		475-00-99-001 BODY BAGS, INFANT 22 X 30 INCHES	\$8.65	\$17,300.00
0003	2,000	EA		475-00-99-001 BODY BAGS, CHILD 36 X 60 INCHES	\$15.50	\$31,000.00
0004	2,000	EA		475-00-99-001 BODY BAGS, ADULT LARGE 36 X 96 INCHES	\$38.00	\$76,000.00
0005	2,000	EA		475-00-99-001 BODY BAGS, ADULT X-LARGE 48 X 100 INCHES	\$58.00	\$116,000.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Don D. ...</i>	312.266.0029	04.19.10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	36-4418057	

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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 Department of Administration  
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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REVENUE

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DD AND S, Inc.  
 16 WEST Elm ST.  
 CHICAGO, ILLINOIS 60610  
 312.266.0029 (Fax: 312.266.9291)

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BUREAU FOR PUBLIC HEALTH  
 OFFICE CHIEF MEDICAL EXAMINER  
 619 VIRGINIA STREET, WEST  
 CHARLESTON, WV  
 25302 304-558-4865

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/23/2010				

BID OPENING DATE: 04/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0006	1,500	EA		475-00-99-001	\$ 78.00	\$ 117,000.00
BODY BAGS, ADULT LARGE - HEAVY DUTY  OPEN END CONTRACT TO PROVIDED BODY BAGS AS SPECIFIED ON THE ATTACHED.  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... 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						

RECEIVED  
 2010 APR 21 AM 9:57  
 W. J. ...

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Dan D. ...</i>	TELEPHONE 312.266.0029	DATE 04.19.10
TITLE <i>President</i>	FEIN 36-4418057	ADDRESS CHANGES TO BE NOTED ABOVE

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



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304-558-0067

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DDANDS, Inc.  
 16 WEST ELM ST.  
 CHICAGO, ILLINOIS 60610

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312.266.0029

FAX: 312.266.9291

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LINE	QUANTITY	UQP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Robert Wagner</i>	312.266.0029	04.19.10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	36-4418057	

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 304-558-0067

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DD AND S, INC.  
 16 WEST ELM ST.  
 CHICAGO, ILLINOIS 60610

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BUREAU FOR PUBLIC HEALTH  
 OFFICE CHIEF MEDICAL EXAMINER  
 619 VIRGINIA STREET, WEST  
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 25302 304-558-4865

312.266.0029 FAX: 312.266.9291

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<p>DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>INQUIRIES:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 4/6/2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. 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>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115</p> <p>E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Donald D. Green* TELEPHONE 312.266.0029 DATE 04.19.10  
 TITLE President FEIN 36-4418057 ADDRESS CHANGES TO BE NOTED ABOVE

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



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VENDOR

DD and S, Inc.  
 16 West Elm St.  
 Chicago, Illinois 60610

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<p>PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88            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            CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: -----RW/FILE 22-----</p> <p>RFQ. NO.: -----CME10094-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	312.266.0029	04.19.10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	36-4418057	

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ROBERTA WAGNER 304-558-0067

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VENDOR

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 16 WEST ELM ST,  
 CHICAGO, ILLINOIS 60610  
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BID OPENING DATE: 04/22/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE: ----4/22/2010----- BID OPENING TIME: ----1:30 PM-----  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: FAX: 312 266 9291 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): DONALD DUPRE -----  ***** THIS IS THE END OF RFQ CME10094 ***** TOTAL: <u>\$372,600.00</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Donald Dupre</i>	312.266.0029	04.19.10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	36-4418057	

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

**OPEN END CONTRACT  
TO PROVIDE VARIOUS SIZED BODY TRANSPORT BAGS**

**Specifications and Requirements:**

1. The shell material must be constructed of a minimum of 12 mil strength rated material.
2. Perimeter of bag must be electronically heat sealed for protection against leakage to comply with OSHA regulation 3130 involving containment of bodily fluids.
3. Material must remain flexible up to -70 degrees F (-57 degrees C) for cooler storage and/or outdoor winter operations without cracking.
4. Material must meet EPA chlorine free burn requirements for incineration disposal.
5. Material must be impervious to blood and normal body fluids.
6. Material must not deteriorate or mildew under normal conditions.
7. Shelf life must be in excess of ten (10) years.
8. Must have a maximum temperature use of 180 degrees F (82 degrees C).
9. Must have a minimum temperature use of -70 degrees F (-57 degrees C).
10. Should be white in color.
11. Prenatal, Infant and Child size bags must have rust resistant straight zippers.
12. Adult size bags must have rust resistant dual zippers and an envelope style access panel for easy loading and unloading as well as allowing autopsies to be performed without removing the bag.
13. Minimum sizes are as follows:
  - Prenatal – 12 x 18 inches with straight zippers
  - Infant – 22 x 30 inches with straight zippers
  - Child – 36 x 60 inches with straight zippers
  - Adult Large – 36 x 94 inches with dual zippers and envelope style access panels
  - Adult X-Large – 48 x 100 inches with dual zippers and envelope style access panels

**Specifications and Requirements for Heavy Duty Bags with Handles:**

1. The shell material must be constructed of a minimum of 17 mil strength rated material.
2. Bag must contain NO side seams on the 94" side and end seams must be electronically heat sealed.
3. Must have rust resistant dual zippers and an envelope style access panel for easy loading and unloading and allows bag to open from either end.
4. Access Panel must be a minimum of 30 x 88 inches.
5. Must have a minimum grab tensile of 248 x 224 lbs.
6. Must have minimum tear strength of 66 x 54 lbs.
7. Must have minimum puncture resistance of 168 lbs.
8. Must have a minimum of 6 handles.
9. Handles must be made of heavy duty propylene webbing riveted to outer shell and reinforced with zinc plated washers, or equivalent.
10. Material must be constructed to and meet U.S. Department of Defense Specification No: MIL SPEC PART I NO NSN-9930-01-3316244
11. Material must comply with OSHA 3130 Universal Precautions.
12. Material must be impervious to blood and normal body fluids.
13. Material must not deteriorate or mildew under normal conditions.
14. Shelf life must be in excess of five (5) years.
15. Must have a maximum temperature use of 140 degrees F (60 degrees C).
16. Must have a minimum temperature use of 32 degrees F (0 degrees C).
17. Should be black in color.
18. Minimum size: Adult Large – 36 W x 94 L x 72 Girth



Contract will be effective for a period of one (1) year. At the end of one (1) year, an option is reserved to renew the agreement in accordance with the same terms and conditions as the original contract and shall be limited to two (2) one (1) year renewals.

Quantities listed are approximations only, based on past caseload and estimated future usage. Contract shall cover the quantities actually ordered whether more or less than the quantities shown. Orders are to be shipped upon request.

The Spending Unit will issue a written state contract order (form WV-39) to the vendor for commodities covered by this contract unless of a dollar amount which could be placed on the WV State Credit Card. Shipping terms are to be F.O.B. Destination unless otherwise stated in vendor's quote.


Vendor must submit an original itemized invoice for each order. Payment will be made in arrears after receipt of each completed order.

## RFQ COST SHEET

Bidders shall provide a cost for the following:

Line Item #	Minimum Size of Bag	# of Bags Per Year	Cost Per Bag	Estimated Cost Per Year
1	Prenatal 12 x 18 inches	2000	\$ 7.65	\$15,300.00
2	Infant 22 x 30 inches	2000	8.65	17,300.00
3	Child 36 x 60 inches	2000	15.50	31,000.00
4	Adult Large 36 x 96 inches	2000	38.00	76,000.00
5	Adult X-Large 48 x 100 inches	2000	58.00	116,000.00
6	Adult Large - Heavy Duty	1500	78.00	117,000.00
			<b>Grand Total</b>	<b>372,000.00</b>

The award will be made to the vendor with the lowest overall total cost per bag which meets all requested specifications and requirements.

  
 Vendor Signature

April 19, 2010  
 Date

**Suggested Vendors:**

Centennial Products, Inc  
6900 Phillips Highway, Suite 41  
Jacksonville, FL 32241-3905  
(800) 604-1004  
(904) 332-0406 Fax

Medical Products LTD., Inc  
PO Box 80685  
Conyers, GA 30013  
(800) 345-2922  
(800) 372-5649 Fax

Alpha Medical Distributor, Inc  
60-B Commerce PL  
Hicksville, NY 11801  
(516) 681-5290  
(516) 681-5291 Fax

Fisher Scientific  
Attn: Amanda Silvey  
2000 Park Lane  
Pittsburgh, PA 15275  
(412) 490-1282  
(412) 490-1205 Fax

RFQ No. CME 10094

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: DR AND S, Inc.

Authorized Signature: [Signature] Date: 04.19.2010

State of ILLINOIS

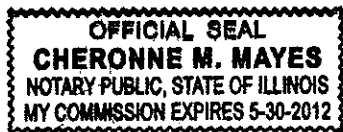
County of COOK, to-wit:

Taken subscribed, and sworn to before me this 19th day of April, 2010.

My Commission expires May 30, 2012 ann

AFFIX SEAL HERE

NOTARY PUBLIC Cherone M. Hayes



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: DD AND S, Inc. Signed: [Signature]
Date: 04.19.10 Title: President

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