

1119626
10470



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
DJS010285

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT 304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

HENRY SCHEIN, INC.
Medical Bids - E255
135 Duryea Road
Melville, NY 11747

DIVISION OF JUVENILE SERVICES
VARIOUS LOCALES AS
INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/17/2009				

BID OPENING DATE: **12/30/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		095-00-99-000		
<p>PERSONAL & HYGIENE PRODUCTS</p> <p>OPEN-END CONTRACT TO PROVIDE HYGIENE AND PERSONAL CARE PRODUCTS TO THE WEST VIRGINIA DIVISION OF JUVENILE SERVICES, PER THE SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p>						

RECEIVED
DEC 30 A 10:09
DIVISION
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Charmaine Hoffner</i>	800-851-0400	12-29-09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
BID SPECIALIST	11-3136595	

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



State of West Virginia
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 304-558-2544**

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**HENRY SCHEIN, INC.
 Medical Bids - E255
 135 Duryea Road
 Melville, NY 11747**

**DIVISION OF JUVENILE SERVICES
 VARIOUS LOCALES AS
 INDICATED BY ORDER**

DATE PRINTED 12/17/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **12/30/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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> <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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 800-851-0400	DATE
TITLE	FERN 11-3136595	ADDRESS CHANGES TO BE NOTED ABOVE

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HENRY SCHEN, INC.
Medical Bids - E255
135 Duryea Road
Melville NY 11747

SHIP TO

DIVISION OF JUVENILE SERVICES
VARIOUS LOCALES AS
INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/17/2009				

BID OPENING DATE: **12/30/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEMNUMBER	UNIT PRICE	AMOUNT
<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. 05/26/2009</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 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</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 800-851-0400	DATE
TITLE	FEIN 11-317310595	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
 Department of Administration
 Purchasing Division
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Medical Bids - E255
135 Duryea Road
Melville, NY 11747

DIVISION OF JUVENILE SERVICES
VARIOUS LOCALES AS
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12/17/2009				

BID OPENING DATE: **12/30/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT (32)</p> <p>RFQ. NO.: DJS010285</p> <p>BID OPENING DATE: 12/30/2009</p> <p>BID OPENING TIME: 1:30 PM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	800-851-0400	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
	11-3130595	

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5

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HENRY SCHEIN, INC.
Medical Bids - E255
135 Duryea Road
Melville, NY 11747

DIVISION OF JUVENILE SERVICES
VARIOUS LOCALES AS
INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/17/2009				

BID OPENING DATE: **12/30/2009** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ DJS010285 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	800-851-0400	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
	11-3136595	

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West Virginia Division of Juvenile Services

Personal Care/ Hygiene Products

Hygiene Bid DJS010285

Products to be provided under this contract are Personal Care/Personal Protection products. Attached is a list of the most common Personal Care/Personal Protection items that the Division of Juvenile Services (hereafter called ("Agency")) has purchased in the previous year.

GENERAL INFORMATION

1. Vendor may bid the specific items listed on the bid sheet or if they prefer may bid % off of an entire catalog. *At a minimum the vendor must bid on the items specified on the bid form.*
2. All Products bid, furnished and delivered must be listed in current catalog(s) that contain product lines broad enough to meet the need of the Agency. Each item Bid on the pricing page from the catalog must be identified by a reference number.
3. Those Vendors quoting a catalog percentage discount from the lowest price listed in the price list(s) catalogs submitted, should mark the items in the catalogs that appear on the pricing pages to assist in the evaluation and the verification of the bids. Failure to indicate the minimum order quantity on the pricing sheet shall require the vendor to ship any quantity of that product ordered regardless of size.
4. Successful vendor shall provide catalogs/price lists, at no charge upon request to all facilities operated by the Agency. Additional price lists/catalogs may be required from the vendor at any time. These shall be provided at no cost to the Agency.
5. Bidders shall complete the pricing on "Personal Care/ Personal Protection" items. Bidders should complete all columns and information requested. The discount rate must be extended to all items found and ordered from the price list. The "Net Price" must be the final price that will be charged to the Agency/Facility.
6. All Items on the Bid Form are Estimates only. The lowest cost, most complete bid shall be awarded the contract. The percentage discount from list shall remain the same during the entire contract period.
7. The catalog/price list may be updated at renewal. Offer to renew must be of mutual consent, and the Agency reserves the right to re-bid the contract if the price increases are significant.
8. Products will be delivered within Ten (10) working days after orders are received. Spending unit must be advised in writing if orders will be delayed for any reason. Vendor is to carry an adequate stock to insure such delivery service for the duration of the contract.
9. All bids are to be quoted as F.O.B. Destination to any Juvenile Services facility location.
10. The successful bidder shall *not* substitute any other brand of products from those awarded.

11. Nonconforming products and materials shall be returned to the vendor at no expense to the Agency/facility at any time during the life of this contract.
12. Internet Access- Vendor should be able to provide internet ordering access. If vendor has such capabilities, this should be noted in their quotation. However, Internet access is not a mandatory requirement

13. All products are to be ordered by Cases

Bidders who choose to quote a discount as their means for bid, shall quote a **single discount** from price list for all items.

If the price list makes references to the prices being subject to change, those terms are null and void.

NOTE: Under no circumstances will any facility accept, or pay for, quantities of materials in excess of the quantity stated on the purchase order to the vendor.

Division of Juvenile Service facilities that will utilize this contract include:

1. WV Industrial Home for Youth, 7 Industrial Blvd., Industrial, WV 26375
2. Rubenstein Center, 141 Forestry Camp Rd , Davis, WV. 26260
3. Donald R Kuhn Center, One Lory Place, Julian, WV. 25529
4. Lorrie Yeager Juvenile Center, 907 Mission Drive, Parkers
5. Sam Perdue Juvenile Center, 843 Shelter Road, Princeton, WV 24740
6. Tiger Morton Juvenile Center, 60 Manfred Holland Way, Dunbar, WV 25064
7. Vicki Douglas Juvenile Center, 900 Emmett Roush Dr., Martinsburg, WV 25401
8. J.M. Chick Buckbee Juvenile Center, One Jerry Lane, Augusta, WV 26704
9. Gene Spadaro Juvenile Center, 106 Martin Drive, Mt. Hope, WV 25880
10. Robert Shell Juvenile Center, 2 O'Hanlon Place, Barboursville, WV 25504

Bid Form
Hygiene DJS010285

Item	Description	Size	*Estimated Annual Usage/EACH	** Unit List Price	Less Percent % Discount	Extended Price	Subtotal
Tooth & Lip Care							
1	Toothpaste - with fluoride Clear packet	.15 oz.	8750	\$			\$
2	Toothpaste-with fluoride Nature Mint or Equal /Tube	.6oz.	11475	\$123.29	104.80%		\$1676.80
Hair Care							
3	Shampoo (Shampoo & Bodywash W/SH)	9.5oz.	17200	\$1.29	1.10%		\$18920.00
4	Freshscent Shampoo w/ Conditioner or Equal	.34oz.	32000	\$			\$
Antiperspirant/Deodorant							
5	Deodorant Solid Alcohol free stick	.5 oz.	9000	\$232.29	197.45%		\$3159.20
6	Anti-perspirant Deodorant Stick - Degree for Men or Equal	1.7oz.	575	\$			\$
7	Suave Antiperspirant Deodorant Stick	1.6oz.	1440	\$			\$
Soap							
8	Anti Bacterial Liquid Hand Soap	Gallon	2125	\$22.49	9.12%		\$40630.00
9	Anti-bacterial Bar Soap wrapped single bars	.5 oz.	17525	\$			\$
Feminine Care							
10	Maxi-Pads / Individually Wrapped or Equal	18 ct.	9100	\$			\$
11	Tampons / Individually Wrapped or Equal	500 ct.	18200	\$124.29	105.45%		\$3909.05
12	Disposable Sanitary Napkin Bags 7.5x3.5	4"x2"x9"	5000	\$26.99	22.95%		\$229.50
Razors/Shave							
13	Single- Blade Disposable Razor/ Clear- Must be plastic	1000 pk	20000	\$161.99	139.00%		\$137100
14	Shave Cream/Quick Shave or Equal/ Packets	.25oz.	5125	\$			\$
15	Bump Stopper or Equal Razor treatment	.5oz.	4000	\$			\$
16	Bump Fighter or Equal Mens Disposable Razors	4pk.	4000	\$			\$

16cs.

16cs.

10cs.

Hygiene DIS010285

Item	Description	Size	*Estimated Annual Usage/EACH	** Unit List Price	Less Percent % Discount	Extended Price	Subtotal
Hair Styling							
17	Hair Brush Soft Bristles	8"	575	\$	%\$	\$	\$
18	Pocket Combs 144pk <i>306-0364</i>	5"	1100	\$8.179	17.48 %\$	\$	\$ 59,84
19	Plastic Afro Picks / Light plastic	5"	135	\$	%\$	\$	\$
20	Blue Magic Hair Dressing or Equal	4oz.	60	\$	%\$	\$	\$
Misc.							
21	Single Soap-Box Container/ Clear plastic with hinge	1 bar capacity	1125	\$	%\$	\$	\$
22	Toothbrush Caps	pk 144	1200	\$	%\$	\$	\$
***23	All other Items and Categories	N/A	N/A	\$5,000.00	%	\$	\$
Grand Total							\$ 69,961.39

86xs.

* Yearly Individual Item Quantity Estimated Usage

** Unit list price to be bid

Note - List Prices & percentages bid must remain firm for the life of the Contract

*** A % discount shall be applied to the \$5,000 to arrive at the

Subtotal price - Example [\$5,000 x10% - \$500 = \$4,500]



BID Information	
Customer#	1119625
BID#	31649
BID Receipt Date:	12/24/09
Due Date:	12/30/09
Expiration Date:	01/30/11
BID Total:	69961.39
Page#	1

BID RESPONSE

State of West Virginia
 Health and Human Resources
 350 Capital Street Rm 125 BHP STD Pr
 Charleston WV 253011757

LINE NO	ITEM CODE	DESCRIPTION	UNIT SIZE	STRENGTH	WEIGHT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.00	8407670	Toothpaste Clear Gel Tube	720/Ca	6oz		16	104.80	1,676.80
2.00	9505966	Shampoo & Body Wash Dawn	Ea	4oz		17200	1.10	18,920.00
3.00	8408350	Deodorant Clear Stick	576/Ca	.5oz		16	197.45	3,159.20
4.00	9004440	Hand Soap Antibacterial	Ea	Gallon		2125	19.12	40,630.00
5.00	3951455	Playtex Sanitary Tampon C	500/Ca	Wrp Reg	7.48 LB	37	105.65	3,909.05
6.00	1875714	Razor Single Blade	2000/Ca	Orange/C	7.48 LB	10	137.70	1,377.00
7.00	2677779	Liner Sanitar Napkin Kraf	500/Ca	7.5X3.5X	7.48 LB	10	22.95	229.50
8.00	3060364	Comb Plastic Pocket	144/Bx	5"	7.48 LB	8	7.48	59.84

TOTAL PRICE BEFORE TAX	:	69,961.39
SALES TAX	:	
TOTAL PRICE AFTER TAX AND TOTAL WEIGHT:		69,961.39

The Total shown only reflects the LOWEST Priced Item (if a Primary Item has suitably listed Alternates).

RFQ No DSS010285

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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: Henry Schein, Inc.

Authorized Signature: *Annemarie Hoffner* Date: 12/29/09

State of New York

County of Suffolk, to-wit:

Taken, subscribed, and sworn to before me this 29 day of December, 2009

My Commission expired 5/14/2010, 20

AFFIX SEAL HERE

NOTARY PUBLIC *Janet M. Barry*

JANET M. BARRY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01MC4966618
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAY 14, 2010

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

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, is available online at 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
15. **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>.
16. **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 agency 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.