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RFQ COPY

Terence Linehan

Vice President

TYPE NAME/ADDRESS HERE

U.S. Contract Strategy & Management

State of West Virginia Request for Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

ADDRE	SS CORRESPON	DENCE TO AT	TENTION OF	
ROBERTA	WAGNER		•	
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HEALTH AND HUMAN RESOURCES BPH/DSDC - HEMOPHILIA PROGRAM

350 CAPITOL STREET, ROOM LL1J CHARLESTON, WV 304-558-5358 25301-3715

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# GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. 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 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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TITLE

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Pfizer Inc

Terence Linchan

235 East 42nd Street

New York, NY 10017

Vice President

TYPE NAME/ADDRESS HERE

U.S. Contract Strategy & Management

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 EHP11033

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304*-*558-0067

HEALTH AND HUMAN RESOURCES BPH/DSDC - HEMOPHILIA PROGRAM

350 CAPITOL STREET, ROOM LL1J CHARLESTON, WV 25301-3715 304-558-5358

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F.O.B. FREIGHT TERMS DATE PRINTED TERMS OF SALE SHIP VIA 07/19/2010 BID OPENING DATE: BID OPENING TIME 01:30PM 08/19/2010 CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT: 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 IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) 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. 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE DATE SIGNATURE 733-6028 2010

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ADDRESS CHANGES TO BE NOTED ABOVE



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State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

# Request for

RFQ NUMBER EHP11033

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER <u> 304-558-0067</u>

RFQ COPY TYPE NAME/ADDRESS HERE Terence Linehan Vice President

U.S. Contract Strategy & Management Pfizer Inc 235 East 42nd Street New York, NY 10017

HEALTH AND HUMAN RESOURCES BPH/DSDC - HEMOPHILIA PROGRAM

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VENDOR

TITLE

REGSEDENT

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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RFQ COPY TYPE NAME/ADDRESS HERE Terence Linehan Vice President U.S. Contract Strategy & Management

Pfizer Inc 235 East 42nd Street New York, NY 10017 P ō

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350 CAPITOL STREET, ROOM LL1J CHARLESTON, WV

25301-3715 304-558-5358

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VENDOR

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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Terence Linehan Vice President U.S. Contract Strategy & Management 235 East 42nd Street New York, NY 10017

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RFQ No. EHP 11033

Purchasing Affidavit (Revised 12/15/09)

## 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:**

WITNESS THE FOLLOWING SIGNATURE

"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.

# Vendor's Name: PFIZER NC. Authorized Signature: Date: 08 17/2010 State of New York County of New York, to-wit: Taken, subscribed, and sworn to before me this 17 day of August , 2010. My Commission expires April 9, 2011 , 2011. AFFIX SEAL HERE NOTARY PUBLIC State of New York No. 01HA6057086 Obtailified in Queens County , 1

Commission Expires April 9, 20

## 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 proference 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.
requirer against or deduc	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authorize the required deemed	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid lired business taxes, provided that such information class not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
204 200	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate is during the term of the contract, Bidder will not by the Purchasing Division) in writing immediately.
Bidder:	
Date:	08/17/2010 Tile: VICE PRESIDENT
*Check ar	ny combination of preference consideration(s) indicated ar ove, which you are entitled to receive.

# 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.
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- 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 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).

Pfizer Inc 235 E. 42nd Street (219/5/24) New York, NY 10017-5755 Tel 212 733 2631



## **Worldwide Pharmaceutical Operations**

Raja Selvanathan

Contract Manager
U.S. Contract Strategy & Management

August 17, 2010

Ms. Roberta Wagner Health And Human Resources BPH/DSDC – Hemophilia Program 350 Capitol Street, Room 125 Charleston, WV 25301-3715

RE: RFQ # EHP 11033 for Buyer RW 22/ Opening Date: Aug 19, 2010

Dear Ms. Wagner:

Enclosed are the required documents for RFQ # EHP 11033. A check # 006229341 for \$125 towards the annual fee, will be mailed separately for overnight delivery to your attention on 8/18/2010 and you will be receiving it on 8/19/2010.

Sincerely

Raja Selvanathan



Pfizer Inc 235 E. 42nd Street (219/5/24) New York, NY 10017-5755 Tel 212 733 6028 Email terence.linchan@pfizer.com

#### **Worldwide Pharmaceutical Operations**

Terence Linehan

Vice President U.S. Contract Strategy & Management

August 17, 2010

Ms. Linnea Ohgren
West Virginia State Hemophilia Program
Office of Epidemiology and Prevention Services
Bureau for Public Health
350 Capitol Street, Room 125
Charleston, WV 25301-3715

RE: BeneFIX®

Dear Ms. Ohgren:

Pfizer Inc. is pleased to offer BeneFIX to the State of West Virginia at our current direct catalog price, \$0.97 per International Unit, for one year, starting August 19, 2010. Pfizer Inc. is the sole manufacturer/distributor of BeneFIX.

Pfizer does not agree to maintain a firm price for the length of the contract but offers an alternate proposal as follows:

Price will be subject to Quarterly price adjustments, provided that such price adjustments covers both upward and downward movement of the commodity price, and that adjustment is based on the "pass through" increase and decrease of raw materials and/or labor which make up all or a substantial part of BeneFIX.

Thank you for your continued support of Pfizer products.

Sincerely

Terencé Lineban

WV-1 REV. 04/01/09

## STATE OF WEST VIRGINIA PURCHASING DIVISION

#### **VENDOR REGISTRATION AND DISCLOSURE STATEMENT**

#### Dear Vendor:

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the **West Virginia Code** (§5A-3-12) requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement.

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Please complete this form in its **ENTIRETY** and return it with a check or money order made payable to the **STATE OF WEST VIRGINIA** in the amount of \$125.00. Incomplete forms will not be processed and will be returned to the vendor. Please send completed form and payment to:

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#### PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION

To Be Completed by the Vendor and Returned to the West Virginia Purchasing Division

1. Legal Name of Company/Individual Pfizer Inc.	
Bidding Address 235 East 42nd Street	
City/State/Zip New York, NY, 10017	
Contact Person Raja Selvanathan	
Telephone Number (212) 733-7075	FAX Number (646) 441-5970
2. Vendor Classified As:  Individual/ Sole Partnership Proprietor Limited Liability Non-Profit Company (LLC) Organization [Enter tax classification: D=Disregarded X Corporation Entity; C=Corporation: P=Partnership] Governmental Entity Estate/Trust	
characteristics of the enterprise's control, operation and/or owns all that apply.  Disabled Small Business Ownership [1]  Minority Small Business Ownership [2]	terprise is a small business as defined by the Code of Federal detailed industry definitions and related procedures - and/or the earship are accurately reflected in the information provided. Check  Veteran Small Business Ownership [4]  Woman Small Business Ownership [5]  Information gathered in question 4 is for data collection efforts only.

	VENDOR REGISTRATION A	ND	DISCLOSU	IRE S	TATEMENT	
	PLEASE TYPE OR CLEAF	RLY PR	INT ALL INFOR	NATION		
5.	Are you registering as a new vendor with the Purchasing D	Division?	<b>N</b>	lo		Yes
6.	Are you updating the information previously submitted?	***************************************	X	lo		Yes
7.	Are you completing this form to register a branch/division/s If yes, please list the parent company's name, address, and Company Name: Wyeth Pharmaceuticals, division of Wyeth I	d FEIN.		lo	X	Yes
	Address: 235 East 42nd Street	···				
	New York, NY, 1007	F4************************************				
	FEIN: 13-2526821		THE STATE OF THE S	***************************************		
	Has the vendor done business under another name? If so nducted.  Name	, list the	name and addres			
9.	List the name, title, city and state of residence for all officer  Name Position	rs. Attac		•	is needed. ate of Residence	**************************************
	ne vendor is classified as a Limited Liability Company (LLC)  List the name and telephone number of one or more banking in					
11.	. What is the latest Dun & Bradstreet number and rating on the	vendor (i	f available)?			lettahurut (kronoverski nam
12.	Is the vendor acting as an agent for some other individual, firr	m or corp	poration? If yes, atta	ch stateme	ent of the principal auth	orizing
	such representation.	haranan	No		ACTIVE SHAFTING AND LIBRARIA	Yes
13.	List the three digit commodity code number(s) from the list furnished by your company. (Attach additional page, if nece		es 3 and 4 which b	est descrit	e the product(s)/service	ce(s)
As swe	authorized agent of the vendor named herein, I do solemnly ear that the aboye information is true and complete.		PURCHAS	ING DIVIS	ION USE ONLY	
	LLul-	Ver	ndor ID: *	festfetenlensfesteslenrennsserrenns		
	Vendor Signature					
	VP, USCSM					1
	Title	1				
	8/16/10				(Phones and the state of the st	1
	Date	L				

## **Commodity Code Listing**

CLASS	DESCRIPTION	CLASS	DESCRIPTION
005	ABRASIVES	233	CRAFTS, SPECIALIZED
010	ACOUSTICALTILE, INSULATING MATERIALS, & SUPPLIES	240	CUTLERY, DISHES, FLATWARE, GLASSWARE, TRAYS, SUPPLIES
015	ADDRESSING, COPYING, MIMEOGRAPH MACHINES	245	DAIRY EQUIPMENT & SUPPLIES
020	AGRICULTURALEQUIPMENT	250	DATA PROCESSING CARDS & PAPER
022	AGRICULTURAL, PARTS	920	DATA PROCESSING SERVICES & SOFTWARE
025	AIRCOMPRESSORS&ACCESSORIES	255	DECALS&STAMPS
031	AIRCONDITIONING, HEATING, & VENTILATING EQUIPMENT	260	DENTALEQUIPMENT&SUPPLIES
035	AIRCRAFT & AIRPORT, EQUIPMENT, PARTS & SUPPLIES	265	DRAPERIES, CURTAINS, UPHOLST. MATERIALS (& AUTO)
905	AIRCRAFTOPERATIONSSERVICES	271	DRUGS,PHARMACEUTICAL,&SETS
040	ANIMALS	924	EDUCATIONALSERVICES
045	APPLIANCES & EQUIPMENT, HOUSEHOLD TYPE	280	ELECTRICAL CABLES & WIRES (NOT ELECTRONIC)
906	ARCHITECT-ENGINEER&PROF.DESIGNSERVICES	285	ELECTRICAL EQUIP. & SUPPLIES (EXCEPT CABLE & WIRE)
050	ARTEQUIPMENT	287	ELECTRONIC COMPONENTS, REPLACE. PARTS, & ACCESS.
052	ARTOBJECTS	295	ELEVATORS, BUILDING TYPE
715	AUDIOVISUALMATERIALS (PREPARED)	300	EMBOSSING&ENGRAVING
055	AUTOMOTIVEACCESSORIES	290	ENERGY COLLECTING EQUIPMENT: SOLAR & WIND
065	AUTOMOTIVE BODIES, PARTS	305	ENGINEERINGEQUIP., SURVEYINGEQUIP., DRAWING
060	AUTOMOTIVE PARTS	310	ENVELOPES, PLAINOR PRINTED
075	AUTOMOTIVESHOPEQUIPMENT	315	EPOXYBASED FORMULATIONS FOR ADHESIVES, COATINGS
070	AUTOMOTIVEVEHICLES&TRANSPORTATIONEQUIPMENT	929	EQUIPMENT MAINTENANCE, ETC., AG, AUTO, INDUSTRIAL
080	BADGES, EMBLEMS, NAMETAGS & PLATES, JEWELRY, ETC.	931	EQUIPMENTMAINTENANCE, ETC., APPLIANCE, FURNITURE
085	BAGS, BAGGING, TIES, & EROSION CONTROL EQUIPMENT	934	EQUIPMENTMAINTENANCE, ETC., GENERAL
090	BAKERYEQUIPMENT	938	EQUIP. MAINTENANCE, ETC., LAUNDRY, LAWN, PLUMBING
375	BAKERYPRODUCTS	936	EQUIPMENTMAINTENANCE, ETC., MEDICAL
095	BARBER & BEAUTY SHOP EQUIPMENT & SUPPLIES	939	EQUIPMENTMAINTENANCE, ETC., OFFICE, PHOTO, TV
100	BARRELS, DRUMS, KEGS, & CONTAINERS	318	FARECOLLECTION EQUIPMENT & SUPPLIES
105	BEARINGS (WHEEL BEARINGS & SEALS - SEE CLASS 060)	320	FASTENINGEQUIPMENT
110	BELTS & BELTING: CONVEYOR, ELEVATOR, POWERTRANS.	325	FEED, BEDDING, VITAMINS & SUPPLEMENTS FOR ANIMALS
115	BIOCHEMICALS, RESEARCH	330	FENCING
270	BIOLOGICALSFORHUMANUSAGE	335	FERTILIZERS&SOIL CONDITIONERS
120	BOATS, MOTORS, & MARINE & WILDLIFE SUPPLIES	946	FINANCIAL SERVICES
125	BOOKBINDING SUPPLIES	340	FIRE PROTECTION EQUIPMENT & SUPPLIES
908	BOOKBINDING, REBINDING, & REPAIRING	345	FIRSTAID & SAFETY EQUIP. (NOTNUCLEAR OR WELDING)
135	BRICKS & OTHER CLAYPRODUCTS, REFRACTORY MATERIALS	350	FLAGS, FLAG POLES, BANNERS, & ACCESSORIES FLOOR COVERING, INSTALLATION, REMOVAL & SUPPLIES
140	BROOM, BRUSH, & MOPMFC MACHINERY & SUPPLIES	360 365	FLOOR MAINTENANCE MACHINES
145	BRUSHES (NOT OTHERWISE CLASSIFIED)	370	FOOD PROCESSING & CANNING EQUIPMENT & SUPPLIES
150	BUILDER'SSUPPLIES BUILDING MAINTENANCE & REPAIR SERVICES	380	FOODS: DAIRY PRODUCTS
910	BUILDINGS&STRUCTURES: FABRICATED & PREFABRICATED	385	FOODS: FREEZE-DRIED, FROZEN, READY-TO-EAT
155	BUTCHERSHOP&MEATPROCESSINGEQUIPMENT	390	FOODS: PERISHABLES
160	CAFETERIA&KITCHENEQUIPMENT, COMMERCIAL	393	FOODS: STAPLES
165 175	CHEMICAL LABORATORY EQUIPMENT & SUPPLIES	395	FORMS, CONTINUOUS: COMP. PAPER, LABELS & FOLDERS
180	CHEMICAL DABORATORY EQUIPMENT & SOFF LIES  CHEMICAL RAWMATERIALS	400	FOUNDRY CASTINGS, EQUIPMENTS, AND SUPPLIES
190	CHEMICAL SAVMATE MALS CHEMICALS & SOLVENTS, COMMERCIAL (INBULK)	405	FUEL, OIL, GREASE & LUBRICANTS
192	CLEANING COMPOSITIONS, DETERGENTS (PREPACKAGED)	415	FURNITURE, LABORATORY
193	CLINICAL LABORATORY REAGENTS & TESTS	425	FURNITURE, OFFICE
195	CLOCKS, TIMERS, WATCHES, & EQUIPMENT	420	FURNITURE: CAFE., CHAPEL, DORM., HOUSE, SCHOOL
200	CLOTHING, APPAREL, UNIFORMS, & ACCESSORIES	410	FURNITURE: HEALTH CARE & HOSPITAL FACILITY
915	COMMUNICATIONS & MEDIA SERVICES	430	GASES, CONTAINERS, EQUIPMENT: LAB., MED., WELDING
205	COMPUTER SYSTEMS: HARDWARE, SOFTWARE, & SUPPLIES	435	GERMICIDES, HEALTHCARE
210	CONCRETE&METALCULVERTS, PILINGS, PIPE, SUPPLIES	440	GLASS & GLAZING SUPPLIES
220	CONTROLLING, INDICATING, MEASURING, SUPPLIES	450	HARDWARE&RELATEDITEMS
225	COOLERS, DRINKING WATER (WATER FOUNTAINS)	948	HEALTH RELATED SERVICES (HUMAN SER. SEE CLASS 952)
232	CRAFTS, GENERAL	745	HIGHWAY BUILDING MATERIALS, ASPHALT

# **Commodity Code Listing**

CLASS	DESCRIPTION	CLASS	DESCRIPTION
475	HOSPITAL, SURGICAL&MEDICALACCESSORIES	966	PRINTING, PUBLISHING, SILKSCREENING, TYPESETTING
952	HUMANSERVICES	961	PROFESSIONALSERVICES
545	INDUSTRIALMACHINERY&HARDWARE	710	PROSTHETICDEVICES: HEARING AIDS, AUDITORY, ETC.
485	JANITORIAL SUPPLIES, GENERALLINE	968	PUBLICWORKS, CONSTRUCTION SERVICES
495	LABORATORY&FIELD EQUIPMENT: BIO., BOT., ETC.	720	PUMPING EQUIPMENT & ACCESSORIES
493	LABORATORY EQUIPMENT: BIOCHEM., CHEM., ENV. SCI.	730	RADIO COMM. & TELECOMMUNICATION TESTING, EQUIP.
490	LABORATORY EQUIPMENT: NUCLEAR, OPTICAL, PHYSICAL	725	RADIO COMMUNICATION, TELEPHONE, & TELECOMM.
505	LAUNDRY&DRYCLEANINGCOMPOUNDSANDSUPPLIES	735	RAGS, SHOPTOWELS, & WIPING CLOTHS
500	LAUNDRY&DRYCLEANING EQUIPMENT	971	REALPROPERTYRENTALORLEASE
954	LAUNDRY & DRY CLEANING SERVICES	740	REFRIGERATION EQUIPMENT & ACCESSORIES
510	LAUNDRYTEXTILES & SUPPLIES	975	RENTAL, LEASE OF EQUIP AG., AIR., AUTO.
515	LAWNMAINTENANCE EQUIPMENT, ACCESSORIES (NON-AG)	977	RENTAL, LEASE OF EQUIP APPLIANCES, FILM, FURN.
520	LEATHER&RELATEDEQUIPMENT, PRODUCTS, ACCESS.	985	RENTAL, LEASE OF EQUIP OFFICE, PHOTO, PRINT, TV
525	LIBRARY & ARCHIVAL EQUIPMENT, & SUPPLIES	979	RENTAL, LEASE OF EQUIP ENG. LAB., REFRIG.
956	LIBRARY SERVICES	981	RENTAL, LEASE OF EQUIP GENERAL EQUIPMENT
530	LUGGAGE, BRIEF CASES, PURSES & RELATEDITEMS	983	RENTAL, LEASE OF EQUIP JANITORIAL, LAUNDRY
540	LUMBER&RELATEDPRODUCTS	765	ROAD&HIGHWAYEQUIP. (EXCEPT ASPHALT, CONCRETE)
550	MARKERS, PLAQUES, SIGNS, & TRAFFIC CONTROL DEVICES	755	ROAD&HIGHWAYEQUIP., ASPHALT AND CONCRETE
555	MARKING & STENCILING DEVICES	760	ROAD&HIGHWAYEQUIPMENT, EARTH HANDLING
557	MASS TRANSIT, BUSACCESSORIES	988	ROADSIDE, GROUNDS, & PARK AREA SERVICES
556	MASS TRANSIT, BUSES	770	ROOFING (EXCEPTWOOD-SEE CLASS 540)
559	MASS TRANSIT, RAIL VEHICLE ACCESSORIES & PARTS	775	SALT (SODIUM CHLORIDE) (SEE CLASS 393 FOR TABLE SALT)
558	MASS TRANSIT, RAIL VEHICLES	780	SCALES & WEIGHING APPARATUS (175-08 LAB. BALANCE)
560	MATERIALHANDLINGEQUIPMENT	785	SCHOOLEQUIPMENT&SUPPLIES
565	MATTRESSMANUFACTURINGMACHINERY & SUPPLIES	990	SECURITY, FIRE, SAFETY, & EMERGENCY SERVICES
570	METALS: BARS, PLATES, RODS, SHEETS, STRIPS, ETC.,	790	SEED, SOD, SOIL, & INOCULANTS
575	MICROFICHE&MICROFILMEQUIP., ACC., & SUPPLIES	795	SEWINGROOM & TEXTILEMACHINERY, & ACCESSORIES
578	MISCELLANEOUS PRODUCTS	800	SHOES&BOOTS
962	MISCELLANEOUSSERVICES	803	SOUND SYSTEMS, COMPONENTS, ACCESSORIES: I-COM, PA
580	MUSICALINSTRUMENTS, ACCESSORIES, & SUPPLIES	805	SPORTING&ATHLETIC GOODS
590	NOTIONS, SEWING ACCESSORIES & SUPPLIES	810	SPRAYING EQUIP. (EXCEPT HOUSEHOLD, NURSERY, PAINT)
595	NURSERYSTOCK, EQUIPMENT, & SUPPLIES	815	STEAM&HOTWATERFITTINGS, ACCESSORIES, & SUPPLIES
600	OFFICEMACHINES	820	STEAMBOILERS, STEAMHEATING, & POWER PLANTEQUIP.
605	OFFICE MECHANICAL AIDS & SMALL MACHINES	825	STOCKMENEQUIPMENT&SUPPLIES
615	OFFICESUPPLIES, GENERAL	998	SURPLUS SALES
610	OFFICE SUPPLIES: CARBON PAPER & RIBBONS, ALL TYPES	830	TANKS: MOBILE, PORTABLE, STATIONARY
620	OFFICE SUPPLIES: ERASERS, INKS, LEADS, PENS, PENCILS	832	TAPE (NOT DP, MEASURING, OPTICAL, SEWING, SOUND)
625	OPTICALEQUIPMENT, ACCESSORIES, & SUPPLIES	840	TELEVISIONEQUIPMENT & ACCESSORIES
630	PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, ETC.	845	TESTINGAPPARATUS&INSTRUMENTS(NOTELECT.)
635	PAINTINGEQUIPMENT&ACCESSORIES	850	TEXTILES, FIBERS, HOUSEHOLD LINENS, & PIECE GOODS
645	PAPER (FOR OFFICE & PRINT SHOP USE)	855	THEATRICAL EQUIPMENT & SUPPLIES
640	PAPER&PLASTICPRODUCTS, DISPOSABLE	860	TICKETS, COUPONBOOKS, SALES BOOKS, SCRIPTBOOKS
650	PARK, PLAYGROUND, & SWIMMING POOL EQUIPMENT	893	TIRES&TUBES
964	PERSONNEL, TEMP. (EMPLOYMENT AGENCY SERVICES)	445	TOOLS, HAND (POWERED & NON-POWERED)
655	PHOTO, EQUIP. (NO GRAPH, ARTS, MICRO, X-RAY)	864	TRAINCONTROLS, ELECTRONIC
660	PIPES, TOBACCOS, & SMOKING ACCESSORIES	865	TWINE
665	PLASTICS, RESINS, FIBERGLASS	870	VENETIANBLINDS, AWNINGS, & SHADES
670	PLUMBING EQUIPMENT, FIXTURES, & SUPPLIES	875	VETERINARY EQUIPMENT & SUPPLIES
675	POISONS, AGRICULTURAL & INDUSTRIAL	880	VISUALEDUCATIONEQUIPMENT
680	POLICEEQUIPMENT&SUPPLIES	890	WATER SUPPLY & SEWAGE EQUIP. (NOT AC, LAB.)
685	POULTRY EQUIPMENT & SUPPLIES	885	WATERTREATING CHEMICALS
700	PRINTINGPLANTEQUIPMENT&SUPPLIES(EXCEPTPAPERS)	895	WELDINGEQUIPMENT&SUPPLIES
705	PRINTING PREPARATIONS: ETCHING, MATS, NEGS., PLATES	898	X-RAY&OTHERRADIOLOGICAL EQUIP.&SUPPLIES





#### US Contract Strategy & Management **Facsimile Transmission**

August 17, 2010

(212) 711 - 2631

Ms. Roberta Wagner To:

Department of Administration Company: Purchasing Division

16 Pages (including cover):

**Destination Telephone#:** 

(304) 558-3970 **Destination Fax#:** 

Raja Selvanathan From:

Pfizer Telephone#:

(212) 973 - 7123Pfizer Facsimile#:

> Pfizer Inc 235 East 42nd Street New York, NY 10017-5755



Pfizer Inc 235 E. 42nd Street (219/5/24) New York, NY 10017-5755 Tel 212 733 2631



## **Worldwide Pharmaceutical Operations**

Raja Selvanathan

Contract Manager
U.S. Contract Strategy & Management

August 17, 2010

Ms. Roberta Wagner
Health And Human Resources
BPH/DSDC – Hemophilia Program
350 Capitol Street, Room 125
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Pfizer Inc 235 E. 42nd Street (219/5/24) New York, NY 10017-5755 Tel 212 733 6028 Email terence.linehan@pfizer.com



## **Worldwide Pharmaceutical Operations**

Terence Linehan

Vice President U.S. Contract Strategy & Management

August 17, 2010

Ms. Linnea Ohgren
West Virginia State Hemophilia Program
Office of Epidemiology and Prevention Services
Bureau for Public Health
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Thank you for your continued support of Pfizer products.

Sincerely.

Terence Linehan

WV-1 REV, 04/01/09

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#### PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION To Be Completed by the Vendor and Returned to the West Virginia Purchasing Division 1. Legal Name of Company/Individual Pfizer Inc. Bidding Address 235 East 42nd Street City/State/Zip New York, NY, 10017 Raja Selvanathan Contact Person \_\_\_ FAX Number \_\_(646) 441-5970 Telephone Number\_(212) 733-7075 3. If you have a Federal Employer's Identification Number 2. Vendor Classified As: enter it. All partnerships, corporations, or companies with employees must have an FEIN. Partnership Individual/ Sole Proprietor Limited Liability Non-Profit Company (LLC) 3 | 5 | 3 | 5 0 [Enter tax classification: D=Disregarded Organization For individuals with no FEIN, enter Social Security Number. Entity; C=Corporation; P=Partnership] Corporation Other (Explain) Governmental Entity Estate/Trust 4. By providing the following information, I represent that this enterprise is a small business as defined by the Code of Federal Regulations, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. Check all that apply. Veteran Small Business Ownership [4] Disabled Small Business Ownership [1] Woman Small Business Ownership [5] Minority Small Business Ownership [2] The Information gathered in question 4 is for data collection efforts only. Small Business Ownership [3]

	VENDOR REGISTRATION AN			<del> </del>	TATEMENT	
	PLEASE TYPE OR CLEARL		L INF		×	_
5.	Are you registering as a new vendor with the Purchasing Div	vision?		No ———————		Yes
6.	Are you updating the information previously submitted?		X	No		Yes
7.	Are you completing this form to register a branch/division/su If yes, please list the parent company's name, address, and figure Company Name:  Wyeth Pharmaceuticals, division of Wyeth LLC	FEIN. C a subsidiary o			. <u>X</u>	Yes
	Address: 235 East 42nd Street					•
	New York, NY, 1007					-
	FEIN: 13-2526821					
	Has the vendor done business under another name? If so, Inducted.  Name	list the name	and add		hich the business wa	s
	Name				A State	·
9.	List the name, title, city and state of residence for all officers.	. Attach an ad	ditional	sheet if space	is needed.	
	Name Position				ate of Residence	
	Name ( value)			only and of	and distribution	
	ne vendor is classified as a Limited Liability Company (LLC) winder the name and telephone number of one or more banking ins					
11.	. What is the latest Dun & Bradstreet number and rating on the ve	endor (if avalla	ble)?			
12.	Is the vendor acting as an agent for some other individual, firm such representation.	or corporation	n? If yes	, attach statem		thorizing Yes
13.	List the three digit commodity code number(s) from the list of furnished by your company. (Attach additional page, if necessity)	on pages 3 an	nd 4 wh	ich best descri	ibe the product(s)/se	vice(s)
As sw	authorized agent of the vendor named herein, i do solemnly ear that the above information is true and complete.		PURC	HASING DIVI	SION USE ONLY	
	2 Lul	Vendor ID	): <u>*</u>	************		
	Vendor Signature	Check No	o.:			
	VP, USCSM	Memo No	ı.:			
	Title	Date:	······································	·		
	8/16/10	Entered b	у:			
	Date					

# **Commodity Code Listing**

CLASS	DESCRIPTION	CLASS-	DESCRIPTION
005	ABRASIVES	233	CRAFTS, SPECIALIZED
010	ACOUSTICALTILE, INSULATING MATERIALS, & SUPPLIES	240	CUTLERY, DISHES, FLATWARE, GLASSWARE, TRAYS, SUPPLIES
015	ADDRESSING, COPYING, MIMEOGRAPH MACHINES	245	DAIRYEQUIPMENT&SUPPLIES
020	AGRICULTURALEQUIPMENT	250	DATA PROCESSING CARDS & PAPER
022	AGRICULTURAL, PARTS	920	DATAPROCESSING SERVICES & SOFTWARE
025	AIRCOMPRESSORS & ACCESSORIES	255	DECALS&STAMPS
031	AIR CONDITIONING, HEATING, & VENTILATING EQUIPMENT	260	DENTALEQUIPMENT&SUPPLIES
035	AIRCRAFT&AIRPORT, EQUIPMENT, PARTS & SUPPLIES	265	DRAPERIES, CURTAINS, UPHOLST, MATERIALS (& AUTO)
905	AIRCRAFTOPERATIONS SERVICES	271	DRUGS, PHARMACEUTICAL, & SETS
040	ANIMALS	924	EDUCATIONALSERVICES
045	APPLIANCES & EQUIPMENT, HOUSEHOLD TYPE	280	ELECTRICAL CABLES & WIRES (NOT ELECTRONIC)
906	ARCHITECT-ENGINEER&PROF.DESIGNSERVICES	285	ELECTRICALEQUIP.&SUPPLIES(EXCEPT CABLE&WIRE)
050	ARTEQUIPMENT	287	ELECTRONICCOMPONENTS, REPLACE, PARTS, & ACCESS.
052	ARTOBJECTS	295	ELEVATORS, BUILDING TYPE
715	AUDIOVISUAL MATERIALS (PREPARED)	300	EMBOSSING&ENGRAVING
055	AUTOMOTIVEACCESSORIES	290	ENERGY COLLECTING EQUIPMENT: SOLAR & WIND
065	AUTOMOTIVEBODIES, PARTS	305	ENGINEERINGEQUIP., SURVEYINGEQUIP., DRAWING
060	AUTOMOTIVEPARTS	310	ENVELOPES, PLAINOR PRINTED
075	AUTOMOTIVESHOPEQUIPMENT	315	EPOXYBASED FORMULATIONS FOR ADHESIVES, COATINGS
070	AUTOMOTIVEVEHICLES&TRANSPORTATIONEQUIPMENT	929	EQUIPMENTMAINTENANCE, ETC., AG, AUTO, INDUSTRIAL
080	BADGES, EMBLEMS, NAMETAGS & PLATES, JEWELRY, ETC.	931	EQUIPMENTMAINTENANCE, ETC., APPLIANCE, FURNITURE
085	BAGS, BAGGING, TIES, & EROSION CONTROL EQUIPMENT	934	EQUIPMENTMAINTENANCE, ETC., GENERAL
090	BAKERYEQUIPMENT	938	EQUIP. MAINTENANCE, ETC., LAUNDRY, LAWN, PLUMBING
375	BAKERYPRODUCTS	936	EQUIPMENT MAINTENANCE, ETC., MEDICAL
095	BARBER&BEAUTYSHOPEQUIPMENT&SUPPLIES	939	EQUIPMENTMAINTENANCE, ETC., OFFICE, PHOTO, TV
100	BARRELS, DRUMS, KEGS, & CONTAINERS	318	FARECOLLECTION EQUIPMENT & SUPPLIES
105	BEARINGS (WHEEL BEARINGS & SEALS - SEE CLASS 060)	320	FASTENINGEQUIPMENT
110	BELTS&BELTING: CONVEYOR, ELEVATOR, POWER TRANS.	325	FEED, BEDDING, VITAMINS & SUPPLEMENTS FOR ANIMALS
115	BIOCHEMICALS, RESEARCH	330	FENCING
270	BIOLOGICALSFORHUMANUSAGE	335	FERTILIZERS&SOILCONDITIONERS
120	BOATS, MOTORS, & MARINE & WILDLIFE SUPPLIES	946	FINANCIALSERVICES
125	BOOKBINDINGSUPPLIES	340	FIREPROTECTION EQUIPMENT & SUPPLIES
908	BOOKBINDING, REBINDING, & REPAIRING	345	FIRSTAID & SAFETY EQUIP. (NOT NUCLEAR OR WELDING)
135	BRICKS &OTHER CLAYPRODUCTS REFRACTORY MATERIALS	350	FLAGS, FLAG POLES, BANNERS, & ACCESSORIES
140	BROOM, BRUSH, & MOP MFC MACHINERY & SUPPLIES	360	PLOOR COVERING, INSTALLATION, REMOVAL & SUPPLIES
145	BRUSHES (NOTOTHERWISE CLASSIFIED)	365	FLOORMAINTENANCEMACHINES
150	BUILDER'SSUPPLIES	370	FOOD PROCESSING & CANNING EQUIPMENT & SUPPLIES
910	BUILDING MAINTENANCE & REPAIR SERVICES	380	FOODS: DAIRY PRODUCTS
155	BUILDINGS&STRUCTURES:FABRICATED&PREFABRICATED	385	FOODS: FREEZE-DRIED, FROZEN, READY-TO-EAT
160	BUTCHERSHOP & MEAT PROCESSING EQUIPMENT	390	FOODS:PERISHABLES
165	CAFETERIA&KITCHENEQUIPMENT,COMMERCIAL	393	FOODS: STAPLES
175	CHEMICAL LABORATORY EQUIPMENT & SUPPLIES	395	FORMS, CONTINUOUS: COMP. PAPER, LABELS & FOLDERS
180	CHEMICAL RAW MATERIALS	400	FOUNDRY CASTINGS, EQUIPMENTS, AND SUPPLIES
190	CHEMICALS&SOLVENTS, COMMERCIAL (INBULK)	405	FUEL, OIL, GREASE & LUBRICANTS
192	CLEANING COMPOSITIONS, DETERGENTS (PREPACKAGED)	415	FURNITURE, LABORATORY
193	CLINICAL LABORATORY REAGENTS & TESTS	425	FURNITURE, OFFICE
195	CLOCKS, TIMERS, WATCHES, & EQUIPMENT	420	FURNITURE: CAFE., CHAPEL, DORM., HOUSE, SCHOOL
200	CLOTHING, APPAREL, UNIFORMS, & ACCESSORIES	410	FURNITURE: HEALTH CARE & HOSPITAL FACILITY
915	COMMUNICATIONS & MEDIA SERVICES	430	GASES, CONTAINERS, EQUIPMENT: LAB., MED., WELDING
205	COMPUTERSYSTEMS: HARDWARE, SOFTWARE, & SUPPLIES	435	GERMICIDES, HEALTH CARE
210 .	CONCRETE&METALCULVERTS, PILINGS, PIPE, SUPPLIES	440	GLASS & GLAZING SUPPLIES
220	CONTROLLING, INDICATING, MEASURING, SUPPLIES	450	HARDWARE&RELATEDITEMS
225	COOLERS, DRINKING WATER (WATER FOUNTAINS)	948	HEALTHRELATED SERVICES (HUMAN SER. SEE CLASS 952)
		745	HIGHWAY BUILDING MATERIALS, ASPHALT

## **Commodity Code Listing**

CLASS	DESCRIPTION	CLASS	DESCRIPTION
475	HOSPITAL, SURGICAL&MEDICALACCESSORIES	966	PRINTING, PUBLISHING, SILKSCREENING, TYPESETTING
952	HUMANSERVICES	961	PROFESSIONALSERVICES
545	INDUSTRIALMACHINERY & HARDWARE	710	PROSTHETICDEVICES: HEARINGAIDS, AUDITORY, ETC.
485	JANITORIALSUPPLIES, GENERALLINE	968	PUBLICWORKS, CONSTRUCTION SERVICES
495	LABORATORY & FIELD EQUIPMENT; BIO., BOT., ETC.	720	PUMPING EQUIPMENT & ACCESSORIES
493	'LABORATORY EQUIPMENT; BIOCHEM., CHEM., ENV. SCI.	730	RADIO COMM. & TELECOMMUNICATION TESTING, EQUIP.
490	LABORATORY EQUIPMENT: NUCLEAR, OPTICAL, PHYSICAL	725	RADIO COMMUNICATION, TELEPHONE, & TELECOMM.
505	LAUNDRY&DRYCLEANINGCOMPOUNDSANDSUPPLIES	735	RAGS, SHOP TOWELS, & WIPING CLOTHS
500	LAUNDRY&DRYCLEANINGEQUIPMENT	971	REALPROPERTYRENTALORLEASE
954	LAUNDRY & DRY CLEANING SERVICES	740	REFRIGERATION EQUIPMENT & ACCESSORIES
510	LAUNDRY TEXTILES & SUPPLIES	975	RENTAL, LEASE OF EQUIP, -AG., AIR., AUTO.
515	LAWNMAINTENANCEEQUIPMENT, ACCESSORIES (NON-AG)	977	RENTAL, LEASE OF EQUIP APPLIANCES, FILM, FURN.
520	LEATHER & RELATED EQUIPMENT, PRODUCTS, ACCESS.	985	RENTAL, LEASE OF EQUIP OFFICE, PHOTO, PRINT, TV
525	LIBRARY&ARCHIVALEQUIPMENT,&SUPPLIES	979	RENTAL, LEASE OF EQUIP ENG. LAB., REFRIG.
956	LIBRARY SERVICES	981	RENTAL, LEASE OF EQUIP GENERAL EQUIPMENT
530	LUGGAGE, BRIEF CASES, PURSES & RELATED ITEMS	983	RENTAL, LEASE OF EQUIP JANITORIAL, LAUNDRY
540	LUMBER&RELATED PRODUCTS	765	ROAD&HIGHWAYEQUIP. (EXCEPTASPHALT, CONCRETE)
550	MARKERS, PLAQUES, SIGNS, & TRAFFIC CONTROL DEVICES	755	ROAD & HIGHWAY EQUIP., ASPHALT AND CONCRETE
555	MARKING & STENCILING DEVICES	760	ROAD&HIGHWAYEQUIPMENT, EARTHHANDLING
557	MASS TRANSIT, BUS ACCESSORIES	988	ROADSIDE, GROUNDS, & PARKAREASERVICES
556	MASSTRANSIT, BUSES	770	ROOFING (EXCEPT WOOD - SEE CLASS 540)
559	MASS TRANSIT, RAIL VEHICLE ACCESSORIES & PARTS	775	SALT (SODIUM CHLORIDE) (SEE CLASS 393 FOR TABLE SALT
558	MASSTRANSIT, RAIL VEHICLES	780	SCALES & WEIGHING APPARATUS (175-08 LAB. BALANCE)
560	MATERIAL HANDLING EQUIPMENT	785	SCHOOLEQUIPMENT&SUPPLIES
565	MATTRESS MANUFACTURING MACHINERY & SUPPLIES	990	SECURITY, FIRE, SAFETY, & EMERGENCY SERVICES
570	METALS: BARS, PLATES, RODS, SHEETS, STRIPS, ETC.,	790	SEED, SOD, SOIL, & INOCULANTS
575	MICROFICHE&MICROFILMEQUIP., ACC., & SUPPLIES	795	SEWINGROOM & TEXTILE MACHINERY, & ACCESSORIES
578	MISCELLANEOUS PRODUCTS	800	SHOES&BOOTS
962	MISCELLANEOUSSERVICES	803	SOUND SYSTEMS, COMPONENTS, ACCESSORIES: I-COM, PA
580	MUSICALINSTRUMENTS, ACCESSORIES, & SUPPLIES	805	SPORTING&ATHLETIC GOODS
590	NOTIONS, SEWINGACCESSORIES & SUPPLIES	810	SPRAYING EQUIP. (EXCEPT HOUSEHOLD, NURSERY, PAINT)
595	NURSERYSTOCK, EQUIPMENT, & SUPPLIES	815	STEAM&HOTWATERFITTINGS, ACCESSORIES, & SUPPLIES
600	OFFICEMACHINES	820	STEAMBOILERS, STEAMHEATING, & POWER PLANT EQUIP.
605	OFFICEMECHANICALAIDS & SMALL MACHINES	825	STOCKMENEQUIPMENT&SUPPLIES
615	OFFICESUPPLIES, GENERAL	998	SURPLUSSALES
610	OFFICE SUPPLIES: CARBON PAPER & RIBBONS, ALL TYPES	830	TANKS: MOBILE, PORTABLE, STATIONARY
620	OFFICE SUPPLIES: ERASERS, INKS, LEADS, PENS, PENCILS	832	TAPE (NOT DP, MEASURING, OPTICAL, SEWING, SOUND)
625	OPTICAL EQUIPMENT, ACCESSORIES, & SUPPLIES	B40	TELEVISIONEQUIPMENT&ACCESSORIES
630	PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, ETC.	845	TESTINGAPPARATUS&INSTRUMENTS(NOTELECT.)
635	PAINTINGEQUIPMENT&ACCESSORIES	850	TEXTILES, FIBERS, HOUSEHOLD LINENS, & PIECE GOODS
645	PAPER (FOR OFFICE & PRINT SHOPUSE)	855	THEATRICAL EQUIPMENT & SUPPLIES
640	PAPER&PLASTICPRODUCTS, DISPOSABLE	860	TICKETS, COUPON BOOKS, SALES BOOKS, SCRIPT BOOKS
650	PARK, PLAYGROUND, & SWIMMING POOLEQUIPMENT	893	TIRES&TUBES
964	PERSONNEL, TEMP. (EMPLOYMENT AGENCY SERVICES)	445	TOOLS, HAND (POWERED & NON-POWERED)
655	PHOTO, EQUIP. (NO GRAPH, ARTS, MICRO, X-RAY)	864	TRAINCONTROLS, ELECTRONIC
660	PIPES, TOBACCOS, & SMOKING ACCESSORIES	865	TWINE
665	PLASTICS, RESINS, FIBERGLASS	870	VENETIANBLINDS, AWNINGS, & SHADES
670	PLUMBINGEQUIPMENT, FIXTURES, & SUPPLIES	875	VETERINARYEQUIPMENT&SUPPLIES
675	POISONS, AGRICULTURAL & INDUSTRIAL	880	VISUALEDUCATION EQUIPMENT
680	POLICEEQUIPMENT&SUPPLIES	890	WATER SUPPLY & SEWAGE EQUIP. (NOT AC, LAB.)
685	POULTRY EQUIPMENT & SUPPLIES	885	WATERTREATING CHEMICALS
700	PRINTINGPLANTEQUIPMENT&SUPPLIES (EXCEPTPAPERS)	895	WELDINGEQUIPMENT&SUPPLIES
705	PRINTING PREPARATIONS; ETCHING, MATS, NEGS., PLATES	898	X-RAY&OTHERRADIOLOGICAL EQUIP. & SUPPLIES

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TITLE

VICE PRESIDENT

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

#### Request for AFONUMBER Quotation

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

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HEALTH AND HUMAN RESOURCES BPH/DSDC - HEMOPHILIA PROGRAM

350 CAPITOL STREET, ROOM LL1J CHARLESTON, WV 25301-3715 304-558-5358

ADDRESS CHANGES TO BE NOTED ABOVE

Terence Linehari Vice President U.S. Contract Strategy & Management Pfizer Inc 235 East 42nd Street

	v York, NY 10017	FREIGHISTERMS	***************************************
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i	EXHIBIT 3		
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE	EON	
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	SEE REVEASE SIDE FOR TERMS AND CONDITIONS	· ·	
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State of West Virginia 1 Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

#### Request for Quotation

FIFO NUMBER EHP11033

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RFQ COPY TYPE NAME/ADDRESS HERE Terence Linehan Vice President U.S. Contract Strategy & Management Pfizer Inc 235 East 42nd Street New York, NY 10017

HEALTH AND HUMAN RESOURCES BPH/DSDC - HEMOPHILIA PROGRAM

350 CAPITOL STREET, ROOM LL1J CHARLESTON, WV 304-558-5358 25301-3715

FREIGHTTERMS TERMS OF SALE SHIP VIA F.O.B. DATE PRINTED 07/19/2010 BID OPENING DATE: OPENING TIME 01.30PMRID. 08/19/2010 AMOUNT UNIT PRICE ITEM NUMBER UOP. QUANTITY LINE 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) SUCH RENEWAL SHALL DAYS PRIOR TO THE EXPIRATION DATE. BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERHODS. 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 IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME bf work.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY IT IS UNDERSTOOD AND AGREED THE STATE SPENDING UNIT. THAT THE CONFRACT SHALL COVER THE QUANTITIES ACTUALLY DELIVERY DURING THE TERM OF THE CONTRACT, ORDERED FOR WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. 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 TELEPHONE SIGNATURE (212) 733-6028 ADDRESS CHANGES TO BE NOTED ABOVE PRESIDENI 35315

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

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ROBERTA WAGNER 304-558-0067

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HEALTH AND HUMAN RESOURCES BPH/DSDC - HEMOPHILIA PROGRAM

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U.S. Contract Strategy & Management

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Pfizer Inc

Terence Linehan

235 East 42nd Street New York, NY 10017

Vice President



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State of West Virginia Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130 Charleston, WV 25305-0130

# Request for Quotation EHP11033

EHP11033

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HEALTH AND HUMAN RESOURCES BPH/DSDC - HEMOPHILIA PROGRAM

350 CAPITOL STREET, ROOM LL1J CHARLESTON, WV

304-558-5358 25301-3715

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U.S. Contract Strategy & Management

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Pfizer Inc

Terence Linehan Vice President



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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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350 CAPITOL STREET, ROOM LL1J CHARLESTON, WV 304-558-5358 25301-3715

ADDRESS CHANGES TO BE NOTED ABOVE

235 East 42nd Street New York, NY 10017 FREIGHTTERMS SHIP VIA FO.B DATE:PRINTED TERMS OF SALE 07/19/2010 BID OPENING DATE: BID OPENING TIME 01:30PM 08/19/2010 AMOUNT UNIT PRICE ITEM NUMBER QUANTITY LINE PLEASE NOTE: A CONVENTENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: --------EHP11033-----RFQ. NO :---TIME: |---- 1:30 PM-----BID OPENING PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: CONTACT PERSON (PLEASE PRINT CLEARLY): RAJA SELVANATIAN SEE REVERSE SIDE FOR TERMS AND CONDITIONS 733-6028

U.S. Contract Strategy & Management

RFQ COPY

Pfizer Inc

Terence Linehan

235 East 42nd Street

Vice President



MODOR

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

## Request for REQ NUMBER Quotation

PAGE	
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ADDRESS CORRESPONDENCE TO AUTENTION OF ROBERTA WAGNER 304-558-0067

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HEALTH AND HUMAN RESOURCES BPH/DSDC - HEMOPHILIA PROGRAM

350 CAPITOL STREET, ROOM LL1J CHARLESTON, WV 304-558-5358 25301-3715

ADDRESS CHANGES TO BE NOTED ABOVE

New York, NY 10017 FREIGHT TERMS P.O.B. SHIPVIA DATE PRINTED TERMS OF SALE 07/19/2010 BID OPENING DATE: OPENING TIME 01:30PM BID 08/19/2010 **AMOUNT** UNIT PRICE CAT NO ITEM NUMBER UOP **YTITIAUD** LINE EHP11033 \*\*\*\*\* TOTAL: IS THE END OF RFQ THIS \*\*\*\* SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE

WITNESS THE FOLLOWING SIGNATURE

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RFQ No. EHP 11033

Purchasing Affidavit (Revised 12/15/09)

#### 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.

# Vendor's Name: Authorized Signature: State of New York New York, to-wit: Taken, subscribed, and sworn to before me this 17 day of August My Commission expires \_ **NOTARY PUBLIC** AFFIX SEAL HERE NOTARY PUBLIC, State of New York NO. 01HA6057086 Qualified in Queens County Commission Expires April 9, 20

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Rev. 09/08

## 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.

Division	n will make the determination of the Resident Vendor Preference, if applicable.	
	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 implied the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or business continuously in West Virginia for four (4) years immediately preceding the date of this certificate ownership interest of Bidder is held by another individual, partnership, association or corporation resident maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately be date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred and which has maintained its headquarters or principal place of business within West Virginia continuous years immediately preceding the date of this certification; or,	principal place of ion; or 80% of the it vendor who has ears immediately
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% working on the project being bid are residents of West Virginia who have resided in the state continuously immediately preceding submission of this bid; or,	of the employees of for the two years
3.	Application is made for 2.5% resident vendor preference for the reason checked:  Bidder is a nonresident vendor employing a mir mum of one hundred state residents or is a nonreside affiliate or subsidiary which maintains its headquarters or principal place of business within West Virg minimum of one hundred state residents who certifies that, during the life of the contract, on average a employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have re continuously for the two years immediately preceding submission of this bid; or,	t least 75% of the
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; o <b>r</b> ,
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason chec Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the and has resided in West Virginia continuously for the four years immediately preceding the date or submitted; or	ked: he National Guard n which the bid is
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason chec Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the Nat purposes of producing or distributing the commodities or completing the project which is the subject of the continuously over the entire term of the project, on average at least seventy-five percent of the vendo residents of West Virginia who have resided in the state continuously for the two immediately preceding	e vendor's bid and r's employees are g years.
requirer against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to comments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (be tauch Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contract or purchase order.	ntinue to meet the ) assess a penalty ontracting agency
By subrauthoriz	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purcha zes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying the uired business taxes, provided that such information does not contain the amounts of taxes paid nor any this tax Commissioner to be confidential.	other information
Under	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this courate in all respects; and that if a contract is issued to Bidder and if anything contained with es during the term of the contract, Bidder will noting the Purchasing Division) in writing immediate the contract, Bidder will not the Purchasing Division) in writing immediate the contract.	ceruncate is true in this certificate ately.

\*Check any combination of preference consideration(s) Indicated at ove, which you are entitled to receive.

## **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.
- In the event the vendor/contractor files for bankruptcy protection, the State may deem 12. BANKRUPTCY: 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 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).