

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

Request for Quotation

LGLOVES10

PAGE 1

JO ANN ADKINS 304-558-8802

RFQ COPY TYPE NAME/ADDRESS HERE

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
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ITENKY SCHEIN BY ORDER

Henry Schein, Inc. • 135 Duryea Road • Melville, NY 11747

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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, bld, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W,Va, C,S,R, §148-1-6.6).



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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JO ANN ADKINS
304-558-8802

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

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VARIOUS LOCALES AS INDICATED
BY ORDER

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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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JO ANN ADKINS
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JO ANN ADKINS 304-558-8802

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

DATE PRINTED TERMS OF SALE SHIPVIA FOB FREIGHTTERMS 06/14/2010 BID OPENING DATE: 07/08/2010 RID OPENING TIME 01:30PM LINE QUANTITY. UOP ITEM NUMBER UNIT PRICE AMOUNT. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILLING OF A REQUISITION OR COST ESTIMATE, ITEMS SECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-FORTATION 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 vendor as authorization for shipment, a second copy MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SHENDING UNIT. 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. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND Conditions which May Adpear on any attached printed DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY BLECTRONIC MEDIUM SUCH AS CD-ROM SEE REVERSE SIDE FOR TERMS AND CONDITIONS: SIGNATURE FELEPHONE DATE FEIN ADDRESS CHANGES TO BE NOTED ABOVE



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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PAGE 4

JO ANN ADKINS
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ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
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JO ANN ADKINS 304-558-8802

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

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ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS BY ORDER

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LGLOVES10 SPECIFICATIONS

STANDARDS

Gloves shipped under this contract (other than polyethylene gloves) must conform to the following:

- Most recent ASTM D3577 and D3578 standards.
- Most recent ASTM F1671 (test requirements for viral resistance) standard.
- BS EN 455-2000 (Parts 1 and 2 and clause 4.5 of Part 3).
- Polyethylene gloves shall be in conformance with FDA Rule 177.1520 for food contact.

No products covered by this specification shall be shipped to the user more than twelve (12) months from the date of manufacture.

MATERIALS:

LATEX gloves shall be compounded from virgin natural latex or any polymer compound that permits the glove to meet the specifications and is approved by the Food and Drug Administration.

VINYL gloves shall be compounded primarily from polyvinylchloride (PVC) paste.

NITRILE gloves shall be compounded primarily from a rubber cement or a synthetic polymer (e.g. "Nitrile").

POLYETHYLENE gloves shall be compounded from virgin polyethylene.

DESIGN:

Gloves (other than polyethylene gloves) shall be thin, soft, flexible, non-toxic; moisture resistant, and shall be of seamless construction and designed as ambidextrous.

The cuff shall be beaded, where indicated.

GENERAL INFORMATION:

All quantities are approximations only.

The award of this purchase order will be made to one bidder based on the low cost and best interest of the state. The award will not be split by item.

Gloves must be equal to the minimum specifications or better.

LGLOVES10 SPECIFICATIONS

SPECIAL CONDITIONS:

<u>Samples:</u> Samples of items bid shall be received in individually marked packages along with bid for examination and testing. The State of West Virginia reserves the right to perform inspections and test that are deemed necessary to assure that commodities conform to the prescribed requirements. Random samples may be selected from delivered commodities in order to assure compliance with these specifications. Failure to supply samples can result in bid disqualification.

Orders shall be delivered within ten (10) working days after orders are placed. Emergency orders shall be delivered within five (5) working days after orders are placed. Spending units must be advised in writing if orders will be delayed for any reason. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

All orders from this contract totaling \$100.00 or more shall be delivered FOB: Destination (vendor shall pay all shipping charges). This contract is mandatory for all orders of these products in excess of \$100.00. For all orders less than \$100.00 may be purchased through this contract (and agency paying shipping charges), or may be purchased from local source to save the shipping charges. All shipping cost will be invoiced as a separate charge with the original freight bill attached to the invoice.

NOTE: Stringing (issuing a series of requisitions to circumvent this limit) is a violation of Purchasing Policy.

The vendor shall not substitute any other brand of exam gloves from those awarded, nor sell any additional items under this contract not specifically covered herein, without prior written permission of the purchasing division.

Vendors must be manufacturers or regular, stocking dealers for the products they propose to offer and must carry a reasonable inventory of these products to meet the needs of state agencies. Vendors must agree to allow their stockrooms and warehousing facilities to be inspected by state purchasing at any time during the contract period.

Vendor is to provide a nine (9) month summary report of procurement volumes by item number and dollar amounts. This is a single report which is to be furnished at the beginning of the tenth month of the contract.

LGLOVES10 PRICING PAGE

I. VINYL EXAMINATION GLOVES (POWDERED): Medical Grade, non-sterile, .08 mm minimum thickness, seamless, beaded cuff, ambidextrous, 100/box.

BRAND:			
	ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Smali		107-9722	\$ 3.61
Medium		107-9796	\$ 3.61
Large		107-9786	\$ 3.62
Xlarge		107-9727	\$ 3.62

II. VINYL EXAMINATION GLOVES (POWDER FREE): Medical Grade, non-sterile, .08 mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:	•		
	ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Small	10/3	× 102-6721	\$ 3.44
Medium	10 /13	102-5338	\$ 3.44
Large	(0°/4x	102-7319	\$ 3.44
Xlarge	90/BX	102-5377	\$ 3.44

III. LATEX EXAMINATION GLOVES (POWDER FREE, SMOOTH FINISH): Medical Grade, non-sterile, .15 mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:			
	ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Small		102-5419	\$ 5.62
Medium		102-5421	\$ 5.62
Large		102-6730	\$ 5.62
Xlarge		102-5422	\$ 5.62

IV. LATEX EXAMINATION GLOVES (POWDER FREE, TEXTURE GRIP): Medical Grade, non-sterile, .15mm minimum thichness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:			
***************************************	ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Small		103-2108	\$ 5.65
Medium		103-2167	\$ 5.65
Large		103_2124	\$ 5.65
Xlarge	**	NA	\$ N/A

LGLOVES10 PRICING PAGE

V. NITRILE EXAMINATION GLOVES (POWDER FREE): Non-sterile, .13 mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:			
	ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Smail	100/BX	111-8535	\$ 6.03
Medium	150 /BX	111-8536	\$ 6.03
Large	(n-lax	111 8537	\$ 6.03
Xlarge	90/BX	111 - 8539	\$ 6.03

VI. NITRILE 12" EXAMINATION GLOVE (POWDER FREE): Non-sterile, .13mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:			
	ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Small			\$
Medium			\$
Large			\$
Xlarge			\$

VII. POLYETHULENE DISPOSABLE GLOVES: 1.25 mils minimum, powderless/sulpher free, ambidextrous, for food service and precision parts handling. 100/box

BRAND:			
	ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Medium	A		\$
Large _.	NOUD		\$.

LGLOVES10 BID SCHEDULE

BID SCHEDULE	DULE	SIZE	EST. QUANTITY PER BOXES/100	UNIT	EXTENDED PRICE
<u></u>	Vinyl Examination Gloves (Powdered)	MEDIUM	397	3,61	1,433.17
=	Vinyl Examination Gloves (Powder Free)	MEDIUM	4514	3.44	15,528.16
=	Latex Examination Gloves (Powder Free, Smooth Finish)	MEDIUM	4055	5.65	
≥.	Latex Examination Gloves (Powder Free, Texture Grip	MEDIUM	69	5.62	
,	Nitrile Examination Gloves (Powder Free)	MEDIUM	1948	6.03	
Š	Nitrile 12" Examination Gloves (Powder Free)	MEDIUM	22	sayliete	1 2
M	Polyethylene Disposable Gloves	MEDIUM	200	No BIS	1

All usages are approximate, for evaluation purposes only and have been anualized.

\$52,006.30

GRAND TOTAL

* PRICES firm for 12-Months from clate of Original conteact Award. Denomal periods subject to change Upon current market conditions.

LGLOVES07 CONTRACT PRICING PAGE

I. VINYL EXAMINATION GLOVES (POWDERED): Medical Grade, non-sterile, .08 mm minimum thickness, seamless, beaded cuff, ambidextrous, 100/box.

BRAND:		CATALOG #	PRICING / 100
	ITEM NO. & SIZE		
Small		107-9722	3.6
Medium		107-9776	3.6
Large		107-9786	3.62
Xlarge		197-97-27	3,62

II. VINYL EXAMINATION GLOVES (POWDER FREE): Medical Grade, non-sterile, .08 mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:		CATALOG #	PRICING / 100
	ITEM NO. & SIZE		4.1
Small		102-672/	3.49
Medium		102-5738	2 · Y
Large		102-7319	3.44
Xlarge		102-5377	3.44

III. LATEX EXAMINATION GLOVES (POWDER FREE, SMOOTH FINISH): Medical Grade, non-sterile, .15 mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:		CATALOG #	PRICING / 100
	ITEM NO. & SIZE		
Small		102-5419	5.62
Viedium		1/02-542/	5.62
arge		102-6730	5.6
Klarge		102-5422	5.62

IV. LATEX EXAMINATION GLOVES (POWDER FREE, TEXTURE GRIP): Medical Grade, non-sterile, .15mm minimum thichness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:		CATALOG #	PRICING / 100	
F	ITEM NO. & SIZE		- 65	
Small		103-2/08	3.00-	
Medium		103-267	5.67	
Large		103-2124	~ (
Xlarge		NIA	5.00	

V. NITRILE EXAMINATION GLOVES (POWDER FREE): Non-sterile, .13 mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:		CATALOG #	PRICING / 100
	ITEM NO. & SIZE		
Small		111-8535	
Medium		111-8536	
Large		111-8537	
Xlarge		111 - 8539	

VI. NITRILE 12" EXAMINATION GLOVE (POWDER FREE): Non-sterile, .13mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:		CATALOG #	PRICING / 100
	ITEM NO. & SIZE		
Small			
Medium	C		
Large	SMMG AS ABOVE		
Xlarge			

VII. POLYETHULENE DISPOSABLE GLOVES: 1.25 mils minimum, powderless/sulpher free, ambidextrous, for food service and precision parts handling. 100/box

BRAND:		CATALOG #	PRICING / 100
	ITEM NO. & SIZE		
Medium	10 2 7		
Large	NUDID		

ZHENRY SCHEIN®

Bid Information

We are confident that after reviewing our prices, you will agree that a partnership with Henry Schein is the best, budget-wise decision you can make.

Henry Schein is focused on supplying superior quality, competitive pricing, and personal service to a wide range of health care providers.

In addition to your bid, we may also include information sheets on other items that may be of interest to you or that we may have alternate bid to give you cost-saving choices.

HENRY SCHEIN SPECIALIZES IN THE FOLLOWING MARKETS:

Sports Medicine
School Health
Correctional Health
Public Health Clinics
Indian Health Clinics
State & Local Health Departments
Export Accounts
Military & Federal

WHY HENRY SCHEIN?

- Great Value
- Broad Selection over 80,000 stocked products
- Flexible Ordering call, fax, or order online
- Superior Distribution 5 regional distribution centers throughout the country
- No backorders 99.5% fulfillment rate
- > Guarantee of Satisfaction

GENERAL BID INFORMATION

ALTERNATE BIDS

You may see the words "alternate bid" written alongside one or more of the items on your bid. In some cases, these are lower price — but still high quality — suggestions to the brand or item that you have specified. Our intention is not to substitute these alternatives for the items that you requested, but to make you aware of the cost-saving choices you have with Henry Schein.

If you are not familiar with the product that we have suggested, please contact us and a sample for your approval will be on its way.

MSDS SHEETS

Material Safety Data Sheets (MSDS) are available directly from each of our manufacturers. We will give you all the information you need to get any of the MSDS sheets from the manufacturers we represent.

FREIGHT & DELIVERY COSTS

Henry Schein has a vast product selection, with over 65,000 medical and health care supply items from which to choose. In addition to being your one-stop shopping source, we do one more very important thing: **our quoted prices include all freight and delivery expenses.** So, when doing your competitive bid analysis, please take these costs into consideration in order that fair and equal comparisons can be made.

HAZARDOUS MATERIALS

The Department of Transportation has determined that certain items require special handling. A hazardous material handling charge will be added to your invoice to cover these items. Please note that this is not a shipping charge; it is a special handling fee for shipping any hazardous material and is required by law.

TABULATIONS

We have done our best to stretch your budget dollars by offering you our most competitive prices as well as suggesting high-quality, cost-conscious alternatives. What's more, we are committed to staying as competitive as possible so that we can consistently beat any medical supply vendor on pricing. In order to remain competitive, we ask that you forward a tabulation of this bid to our offices when it becomes available

ORDERS & CUSTOMER SERVICE

All orders and customer service inquiries for this bid and related orders should be forwarded to our corporate office for handling:

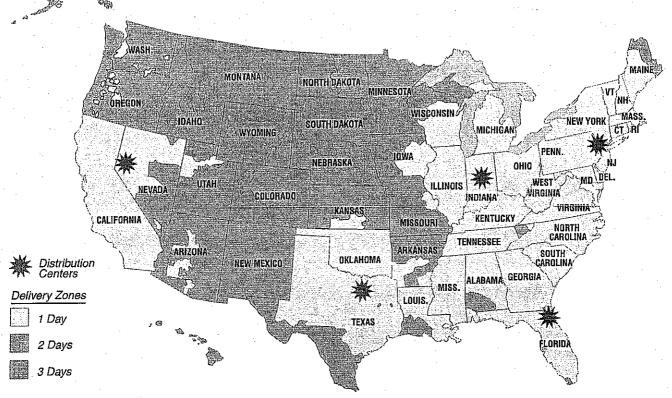
Henry Schein Inc.
Special Markets E-255
135 Duryea Road
Melville, NY 11747
(800) 851-0400 (8:00am to 8:00pm ET)
Fax Orders (877) 350-7890
Fax Bids (866) 738-8999

Bid Number:# 34 0 35				
Title: Gloves	· .			·
Date: 7/07/10 Time			• .	
Prices Firm: 60 days	Terms:	Net 30	· .	
Delivery: 3 to 5 days for all stocked items ARO				·
• • •				

Henry Schein Inc. – Special Markets Division – 135 Duryea Road – Melville, NY 11747 (800) 851-0400 – Fax Orders (877) 350-7890 – Fax Bids (866) 738-8999 – www.henryschein.com

WE'VE GOT YOU COVERED

We have 5 distribution centers with over 1.7 million square feet of distribution space... that's about 30 football fields or 361 basketball courts!



Here's our lineup...



Denver, PA



Dallas, TX



Jacksonville, FL



Reno, NV



Indianapolis, IN

WE DELIVER WHEREVER YOU ARE.

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.

Date:	/ Title:			
Bidder:	N/A Signed:			
and acc	nalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true rate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.			
authorize the requ	sion of this certificate, Bidder agrees to disclose any reasonably requested Information to the Purchasing Division and the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paided business taxes, provided that such information does not contain the amounts of taxes paid nor any other information y the Tax Commissioner to be confidential.			
requiren against or deduc	derstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty ich Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency and from any unpaid balance on the contract or purchase order.			
6.	pplication is made for 3.5% resident vendor preference who is a veteran for the reason checked: idder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for urposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and ontinuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are esidents of West Virginia who have resided in the state continuously for the two immediately preceding years.			
5.	pplication is made for 3.5% resident vendor preference who is a veteran for the reason checked: idder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard nd has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is ubmitted; or,			
4.	pplication is made for 5% resident vendor preference for the reason checked: lidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; 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,			
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 mmediately preceding submission of this bid; or,			
	preceding the date of this certification; or, and the control of the control of the certification of the certification of the certification of the certification of the certification of the certification of the certification or, and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) rears immediately preceding the date of this certification; or,			
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 naintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately			
1	unblication is made for 2.5% resident vendor preterence for the reason checked:			

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

RFQ No.	
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STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: HENRY, SCHEIN J	wc.
Authorized Signature:	Date: 7-07-10
State of New York	
County of SuFFO/K, to-wit:	
Taken, subscribed, and sworn to before me this day	of July , 2010
My Commission expires 12-27	
AFFIX SEAL HERE	NOTARY PUBLIC MICHAELE HOSPILO

ANNEMARIE HOFFMANN
NOTARY PUBLIC STATE OF NEW YORK
NO. 01H06035164
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES DEC 27, 20