# **SEALED BID**

**Buyer:** 

File 42

RFQ No.: LGLOVES12

Revised Bid

Bid Opening Date: 3/6/2012

**Bid Opening Time: 1:30 PM** 

RECEIVED

2012 MAR - 1 AM 9: 23

WV PURCHASING DIVISION

SEALED BID

Revised Bid



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

Request for

LGLOVES12

1

BUYER 42

304-558-8802

RFQ COPY TYPE NAME/ADDRESS HERE Do D Contractors, org LLC 322 Summers St. SteB HINTON, WV 2595/ C01105/16

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

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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.html 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 entitles.
- 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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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 LGLOVES12 PAGE

FREIGHT TERMS

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BUYER 42 304-558-8802

RFQ COPY TYPE NAME/ADDRESS HERE

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS 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

TERMS OF SALE

### Request for Quotation

SHIP VIA

REQ NUMBER
LGLOVES12

PAGE 3

FREIGHT TERMS

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BUYER 42 304-558-8802

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ALL STATE AGENCIES
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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

Request for Quotation REQNUMBER
LGLOVES12

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BUYER 42 304-558-8802

SHIPTO

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

FREIGHT TERMS F.O.B. SHIP VIA TERMS OF SALE DATE PRINTED 12/23/2011 01:30PM BID OPENING TIME 01/31/2012 BID OPENING DATE: AMOUNT UNIT PRICE CAT. ITEM NUMBER UOP QUANTITY LINE SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED POCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES GREEMENTS OF MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. THE MODEL/BRAND/SPECIFTCATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY VENDORS WHO ARE BIDDING PARTICULAR BRAND OR VENDOR. LTERNATES SHOULD SO STATE AND INCLUDE PERTINENT FAILURE TO PROVIDE ITERATURE AND SPECIFICATIONS. INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR THE STATE RESERVES THE RIGHT EJECTION OF THE BID. O WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS N ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEG‡SLAT‡VE RULES AND REGULAT‡ONS. PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CARD PROGRAM WHIC CARD PROGRAM WHIC S ISSUED THROUGH A BANK. THE SUCCESSIVUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD. VENDOR PREFERENCE CERTIFICATE THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE TELEPHONE SIGNATURE

ADDRESS CHANGES TO BE NOTED ABOVE



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DATE PRINTED

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

TERMS OF SALE

Request for Quotation

SHIP VIA

REQ NUMBER
LGLOVES12

PAGE 5

FREIGHT TERMS

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BUYER 42 304-558-8802

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ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
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

### Request for Quotation

RFQ NUMBER LGLOVES12 PAGE 6

FREIGHT TERMS

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BUYER 42 304-558-8802

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

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### LGLOVES12 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.

<u>VINYL</u> 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.

### SPECIAL CONDITIONS:

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 the agency shall pay shipping charges. All shipping costs 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 summary report of procurement volumes by item number and dollar amounts. This is a single report which is to be furnished upon request.

The State of West Virginia reserves the right to perform inspections and tests that are deemed necessary to assure that commodities conform to the prescribed requirements.

#### LGLOVES12 Vendor Pricing Page

#### I. VINYL EXAMINATION GLOVES (POWDERED):

Medical Grade, non-sterile, .08 mm minimum thickness, seamless, beaded cuff, ambidextrous, 100/box.

BRAND:				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small PS6359 Select Medical Small	all			15	\$3.41	\$51.15
Medium PS 6360 Select Medical Me	edium			33	\$3.41	\$112.53
Large PS6361 Select Medical Large	e			27	\$3.41	\$92.07
Xlarge 8031-XL Tronex Healthcare				20	\$3.55	\$71.00

#### II. VINYL EXAMINATION GLOVES (POWDER FREE):

Medical Grade, non-sterile, .08 mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:		Est. Quantity	Unit Price per	Extended		
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small PS6369 Select Medi	cal Small			630	\$3.41	\$2,148.30
Medium PS6370 Select Me	edical Medium			3120	\$3.41	\$10,639.20
Large PS6371 Select Medi	cal Large			2670	\$3.41	\$9,104.70
Xlarge PS6372 Select Med				6705	\$3.41	\$22,864.05

#### III. LATEX EXAMINATION GLOVES (POWDER FREE, SMOOTH FINISH):

Medical Grade, non-sterile, .15 mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small PS070 Select Medical	Small			816	\$5.70	\$4,651.20
Medium PS071 Select Medic	cal Medium	97		5145	\$5.70	\$29,326.50
Large PS072 Select Medical				8511	\$5.70	\$48,512.70
Xlarge PS073 Select Medica	-			6738	\$5.70	\$38,406.60

#### IV. LATEX EXAMINATION GLOVES (POWDER FREE, TEXTURE GRIP):

Medical Grade, non-sterile, .15mm minimum thichness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:	,			Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small PM102 SemperMed Small				735	\$6.20	\$4,557.00
Medium PM103 SemperMed Medium				1890	\$6.20	\$11,718.00
Large PM104 SemperMed Large				2019	\$6.20	\$12,517.80
Xlarge PM105 SemperMed Xlarge				888	\$6.20	\$5,505.60

#### LGLOVES12 Vendor Pricing Page

# 000010

**GRAND TOTAL** 

\$280,085.49

#### V. NITRILE EXAMINATION GLOVES (POWDER FREE, TEXTURE GRIP):

Non-sterile, .13 mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:		Est. Quantity	Unit Price per	Extended		
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small KC53101 KimberlyC	Clark Small			20	\$9.49	\$189.80
Medium KC53102 Kimber	lyClark Medium			20	\$9.49	\$189.80
Large KC53104 KimberlyC	Clark Large			1653	\$9.49	\$15,686.97
Xlarge KC53104 Kimberly	Clark Xlarge			100	\$9.49	\$949.00

#### VI. NITRILE EXAMINATION GLOVE (POWDER FREE):

Non-sterile, .13mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:						Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small PS906 Select Medi	cal Small			1920	\$5.04	\$9,676.80
Medium PS907 Select Me	dical Medium			4851	\$5.04	\$24,449.04
Large PS908 Select Medi	cal Large			3126	\$5.04	\$15,755.04
Xlarge PS909 Select Med	ical Xlarge			2313	\$5.04	\$11,657.52

#### VII. POLYETHYLENE DISPOSABLE GLOVES:

1.25 mils minimum, powderless/sulpher free, ambidextrous, for food service and precision parts handling. 100/box

BRAND:		Est. Quantity	Unit Price per	Extended		
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Medium PG5MDM Cellucap	Medium			20	\$9.79	\$195.80
Large PG5LDM Cellucap La	rge			108	\$9.79	\$1,057.32

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

Vendor Name:	DoD Contractors.org, LLC	
Vendor Address:	322 Summers St Ste B	
	Hinton, WV 25951	<u> </u>
Phone No.	304-300-2907	
Fax No.	304-300-2907	

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.

DIVISIO	Will fillake the determination of the Nestack Control
	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,
Ш	ing 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; <b>or</b> ,  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; <b>or</b> ,
V	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,
	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,
	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,
	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.
	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
requir again	r understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty st such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency ducted from any unpaid balance on the contract or purchase order.
the re	bmission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and rizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid quired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information led by the Tax Commissioner to be confidential.
and a	er penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate ges during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidd	DoD Contractors.org, LLC  Signed: Welliam Ward  Title: Office Manager
Date	
*Chec	k any combination of preference consideration(s) indicated above, which you are entitled to receive.

REQ No. LGLOVES12

#### STATE OF WEST VIRGINIA Purchasing Division

# PURCHASING AFFIDAVIT

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

#### **DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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: Do D Contractor	
Authorized Signature: William W	laid Date: 2-28-12
State of Cast Virginia  County of Summers, to-wit:	
County of <u>Summers</u> , to-wit:	
Taken, subscribed, and sworn to before me this $2b$ day	vor Frbuary 2012.
My Commission expires June 19th	, 20 <u>1'3</u> .
AFFIX SEAL HERE	NOTORY PUBLIC Jola Marial Maria
OCENAI CEAI	



WITNESS THE FOLLOWING SIGNATURE

#### EXHIBIT 10

REQUISITION NO.: .....

#### ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

#### ADDENDUM NO.'S:

NO. 1 ......

NO.2 .....

NO. 3 ......

NO. 4 ......

NO. 5 ......

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

SIGNATURE

DOD Contractors, org LLC

COMPANY .

13. FEB 2012

REV. 11/96

EXHIBIT 10

ADDENDUM NO.'S:

REQUISITION NO. LG/O VES 12

## ADDENDUM ACKNOWLEDGEMENT

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William M. Word SIGNATURE DOD CONTRACTORS. ORG, LLC COMPANY

2-27-12 DATE

REV. 11/96

DoD Contractors, org, CLC 322 Summers St. Ste B Hinton, WV. 25951 304-300-2907



# State of West Virginia Department of Administration Purchasing Division

# EMPLOYMENT HISTORY DISCLOSURE STATEMENT

Vendor shall identify any other work, similar or otherwise currently being performed for any agency, institution, educational facility, city, county, municipality or political subdivision of the State of West Virginia. The State of West Virginia is concerned that current work could logically prevent the vendor from responsibly completing the referenced contract.

The state of West Virginia reserves the sole and exclusive right to reject the bid of any vendor when the state believes any current work could logically prevent the vendor from successfully completing the bid/contract in question. Failure to provide or disclose the required information listed shall be grounds for immediate disqualification/cancellation of the contract.

Below, the vendor shall provide the agency name, effective dates, value, general description and time required to fulfill the duties of each contract.

Agency <u>Name</u>	Effective <u>Dates</u>	<u>Value</u>	General <u>Description</u>	Time Required <u>Per Week</u>
		Not	t Applicable	
		☐ Check	k here if additional sheets are attached	
I certify tha	t the statement	s made above	e are true and accurate.	
			¥	
William Wa	ard		2-2	8-12
	Printed Nam	пе	-	Date
Wil	leagu'	Ward		

Signature

#### AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- DISPUTES Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2. HOLD HARMLESS Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any
  other State's governing law.
- 4. TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- 6. INTEREST Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
- 7. NO WAIVER Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
- 8. FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any
  other party are deleted.
- 10. <u>SIMILAR SERVICES</u> Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. <u>FEES OR COSTS</u> The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. LIMITATION OF LIABILITY The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees
  to pay Vendor for services rendered or goods received prior to the effective date of termination.
- 15. TERMINATION CHARGES Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- INSURANCE Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
- RIGHT TO NOTICE Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a
  right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- CONFIDENTIALITY -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
- AMENDMENTS All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

#### ACCEPTED BY:

STATE OF WEST VIRGINIA	VENDOR
Spending Unit:	Company Name: Dol Contractors, org LLC
Signed:	Signed: William Ward
Title:	Title: Office MANAGER
Date:	Date: 2-28-12



RFQ COPY

TYPE NAME/ADDRESS HERE

DODContentors, org, LLC 372 Summers St St6B Hinton WV 25951

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

### Request for REQNUMBER Quotation

LGLOVES12

PAGE 1

ADDRESS CHANGES TO BE NOTED ABOVE

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 42 304-558-8802

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

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FEIN 260471735

Admitstrator



VENDOR

RFQ COPY

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

# Request for BEGNUMBER LGLOVES12

SHIP

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1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BUYER 42 304-558-8802

TYPE NAME/ADDRESS HERE

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

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RFQ COPY

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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

# Quotation

Request for REQNUMBER LGLOVES12

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 42 304-558-8802

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

ADDRESS CHANGES TO BE NOTED ABOVE

FREIGHT TERMS FOB DATE PRINTED TERMS OF SALE SHIP VIA 02/23/2012 BID OPENING TIME BID OPENING DATE: 03/06/2012 01:30PM AMOUNT UNIT PRICE QUANTITY ITEM NUMBER YOU LINE ADDENDUM NO. 3 TO MOVE THE BID OPENING FROM 02/28/2012 TO 03/06/2012. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. END OF ADDENDUM NO. 3 0001 ÞΚ 998-67-01-021 1 DISP. LATEX, NON-STERILE GLOVES, EXAM! THIS IS THE END OF RFQ LGLOVE\$12 \*\*\*\*\* TOTAL: SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE SIGNATURE llean M. Ward

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

EXHIBIT 10

REQUISITION NO.: 6/0 UES 12

## ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

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AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

William M. Ward SIGNATURE DOD CONTRACTORS. ORG, LLC

2-27-12

REV. 11/96

DoD Contractors, org, CLC 322 Summers St. Ste B Histor, UV. 25951 304-300-2907



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

SHIP VIA

LGLOVES12

FREIGHT TERMS

**BUYER 42** 304-558-8802

RFO COPY TYPE NAME/ADDRESS HERE Dol Contractors org, LLC 322 Temple St. Ste B Hintor, WV 25951

DATE PRINTED TERMS OF SALE

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

F.O.B.

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# LGLOVES12 ADDENDUM NO. 4

#### Questions:

- Q1: Please provide a copy of the previous bid tabulation that shows who won the bid, the current price, and the current make/models being used.
- A1: Please see attached bid tab and Change Order No. 1 for LGLOVES10.
- Q2: The Specifications for the gloves are listed in two different areas. Page 7 of the bid documents list LGLOVES SPECIFICATIONS; however there are other specifications listed on the pricing pages for each individual glove. Which specifications are the most accurate? Certain specifications can also be about interpretation.

  Can the State please clarify and update the required specifications.
- A2: The gloves must meet all of the mandatory specifications. A revised bid form is attached. Please use this revised form when submitting your bid.
- Q3: Who and what is the determining factors when evaluating if the gloves being bid actually meet the required specifications. It states that the gloves must be equal to the Minimum specification or better. How does the State plan on elevating that price = specifications = price?
- A3: The lowest bid meeting the specification will be awarded the contract.
- Q4: Will the State accept gloves whereby the box uom is 200/box. This helps to save staffing time by reducing the number of times to refill.
- A4: The containers at most facilities hold 100/box.
- Q5: Your bid specifies Latex exam gloves **powder free <u>smooth finish</u>** and latex exam gloves **powder free <u>texture grip</u>**. According to our manufacturers a smooth finish is only available for **powdered** type gloves. Please advise if the finishes specified are erroneous.
- A5: Please see revised bid form attached.

#### Clarifications:

- 1. The bid opening has been moved from 03/06/2012 to 03/13/2012. The bid opening time remains at 1:30 pm.
- Remove the following sentence from the specifications: "Most recent ASTM D3577 and D3578 standards."
- 3. A revised bid form is attached. Please use this form when completing your bid. Electronic copies of the bid forms will be attached to the WV Purchasing Bulletin.

Another hard copy will also be provided in this addendum. Vendors registered with the WV State Purchasing Division may download an electronic version of the bid forms at: http://www.state.wv.us/admin/purchase/newbul.htm

Vendors not registered with the WV Purchasing Division may request an electronic copy by contacting Tara Lyle with the WV Purchasing Division at <a href="mailto:Tara.L.Lyle@wv.gov">Tara.L.Lyle@wv.gov</a>. Please be sure to include the RFQ number in the subject line of your email.

- 4. No additional questions will be accepted for this RFQ.
- 5. A valid signature must be on the bid.

#### LGLOVES12 Vendor Pricing Page

#### I. VINYL EXAMINATION GLOVES (POWDERED):

Medical Grade, non-sterile, .08 mm minimum thickness, seamless, beaded cuff, ambidextrous, 100/box.

BRAND:		Est. Quantity	Unit Price per	Extended		
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small PS6359 Select Me	edical Small			15	\$3.41	\$51.15
Medium PS 6360 Select N	Medical Medium			33	\$3.41	\$112.53
Large PS6361 Select Med	dical Large			27	\$3.41	\$92.07
	lealthcare Glove Exam Vinyl XL			20	\$3.55	\$71.00

#### II. VINYL EXAMINATION GLOVES (POWDER FREE):

Medical Grade, non-sterile, .08 mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small PS6369 Select Med	ical Small			630	\$3.41	\$2,148.30
Medium PS6370 Select M	edical Medium			3120	\$3.41	\$10,639.20
Large PS6371 Select Med	lical Large			2670	\$3.41	\$9,104.70
Xlarge PS6372 Select Me				6705	\$3.41	\$22,864.05

#### III. LATEX EXAMINATION GLOVES (POWDER FREE, SMOOTH FINISH):

Medical Grade, non-sterile, .15 mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:					Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small PS070 Select Medical Small				816	\$5.70	\$4,651.20
Medium PS071 Select Medical Medium				5145	\$5.70	\$29,326.50
Large PS072 Select Medical Large				8511	\$5.70	\$48,512.70
Xlarge PS073 Select Medical Xlarge				6738	\$5.70	\$38,406.60

#### IV. LATEX EXAMINATION GLOVES (POWDER FREE, TEXTURE GRIP):

Medical Grade, non-sterile, .15mm minimum thichness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:					Unit Price per	Extended	
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price	
Small PM102 SemperMed	I Small			735	\$6.20	\$4,557.00	
Medium PM103 SemperMed Medium				1890	\$6.20	\$11,718.00	
Large PM104 SemperMed				2019	\$6.20	\$12,517.80	
Xlarge PM105 SemperMed Xlarge				888	\$6.20	\$5,505.60	

#### LGLOVES12 Vendor Pricing Page

#### V. NITRILE EXAMINATION GLOVES (POWDER FREE, TEXTURE GRIP):

Non-sterile, .13 mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:					Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small KC53101 KimberlyClark Small				20	\$9.49	\$189.80
Medium KC53102 KimberlyC	Clark Medium			20	\$9.49	\$189.80
Large KC53104 KimberlyCla	ark Large			1653	\$9.49	\$15,686.97
Xlarge KC53104 KimberlyCla	ark Xlarge			100	\$9.49	\$949.00

#### VI. NITRILE EXAMINATION GLOVE (POWDER FREE):

Non-sterile, .13mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:					Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small PS906 Select Medical Small				1920	\$5.04	\$9,676.80
Medium PS907 Select Medical Medium				4851	\$5.04	\$24,449.04
Large PS908 Select Med	lical Large			3126	\$5.04	\$15,755.04
Xlarge PS909 Select Medical Xlarge				2313	\$5.04	\$11,657.52

#### VII. POLYETHYLENE DISPOSABLE GLOVES:

1.25 mils minimum, powderless/sulpher free, ambidextrous, for food service and precision parts handling, 100/box

BRAND:					Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Medium PG5MDM Cellucap N	Medium			20	\$9.79	\$195.80
Large PG5LDM Cellucap Larg	ge			108	\$9.79	\$1,057.32

	All usages are approximate, r	ily and have been ar	nnualized.		
				GRAND TOTAL	\$280,085.49
Vendor Name:	DoD Contractors.org, LLC	_			
Vendor Address:	322 Summers St Ste B	_			
	Hinton, WV 25951				
Phone No.	304-300-2907				
Fax No.	304-300-2907				
By signing the bid, you are agreei	ng that you meet the specifications contained in this RFQ and bid fo	Authorized Signature	Word Office MAN	ager	

EXHIBIT 10

REQUISITION NO.: 4G10VES 12

#### ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:
NO. 1
NO. 2
NO. 3
NO. 4
NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

William Wend SIGNATURE Do V Contractors, org, LLC COMPANY ·

REV. 11/96



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TYPE NAME/ADDRESS HERE

DOD Contractors.org, LLC 322 Summers St Ste B Hinton, WV 25931

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

# Request for

LGLOVES12

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 42

304-558-8802

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

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WHEN RESP	ONDING TO RFQ, INSE	RT NAME AND ADDRESS	S IN SPACE ABOVE LA	ABELED 'VENDOR'

**EXHIBIT 10** 

REQUISITION NO.: LGLOVES 12

#### ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S: NO. 1 NO. 2 ..... NO. 3 ..... NO. 4 ..... NO. 5

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William Uterd SIGNATURE Do D Contractors. org, LCC

COMPANY .

REV. 11/96



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

# Request for Quotation

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

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RFQ COPY

TYPE NAME/ADDRESS HERE

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 LGLOVES12

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BUYER 42 304-558-8802

p

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

FREIGHT TERMS F.O.B. SHIP VIA TERMS OF SALE DATE PRINTED 12/23/2011 01:30PM BID OPENING TIME 01/31/2012 BID OPENING DATE: AMOUNT CAT. UNIT PRICE ITEM NUMBER UOP-LINE QUANTITY ALL ORDERS 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 THE AGENCY SHALL PAY THE SHIPPING CHARGES. ALL SHIPPING COSTS WILL BE INVOICED AS A SEPARATE CHARGE WITH THE ORIGINAL FREIGHT BILL ATTACHED TO THE INVOICE. EXHIBIT 3 THIS CONTRACT BECOMES EFFECTIVE LIFE OF CONTRACT: UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE THE "REASONABLE TIME" PERIOD SHALL DRIGINAL CONTRACT. DURING THIS "REASONABLE NOT EXCEED TWELVE (12) MONTHS. TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS VRITTEN NOTICE. INLESS SPECIFIC PROVISTONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL

> SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE

WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)

BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PRIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE

DAYS PRIOR TO THE EXPIRATION DATE.

TITLE

SIGNATURE

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ADDRESS CHANGES TO BE NOTED ABOVE

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SUCH RENEWAL SHALL



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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

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BUYER 42 304-558-8802

To

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

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TELEPHONE

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TYPE NAME/ADDRESS HERE

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

# Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

BUYER 42 304-558-8802

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

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SIGNATURE	Contract Contract				TELEPHONE			



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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

To

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FREIGHT TERMS F.O.B. SHIP VIA TERMS OF SALE DATE PRINTED 12/23/2011 01:30PM BID OPENING TIME 01/31/2012 BID OPENING DATE: AMOUNT UNIT PRICE CAT. ITEM NUMBER UOP QUANTITY LINE ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: 1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF (2) THAT HE OR SHE IS AUTHORIZED TO BIND HE BIDDER, THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION NOTICE SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID FILE 42 BUYER: LGLOYES12 RFQ. NO.: 01/31/2012 BID OPENING DATE: 1:30 PM BID OPENING TIME: SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE TELEPHONE

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

# Request for Quotation

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ADDRESS CORRESPOND	ENCE TO ATTENTION OF:
UYER 42	
04-558-8802	

The same of the sa	ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

	RFQ COPY
-	TYPE NAME/ADDRESS HERE
	DOD Contractors or LLC
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A THE COLUMN	Hindo-WV 25951
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ADDRESS CHANGES TO BE NOTED ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

### LGLOVES12 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.

#### SPECIAL CONDITIONS:

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 the agency shall pay shipping charges. All shipping costs 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 summary report of procurement volumes by item number and dollar amounts. This is a single report which is to be furnished upon request.

The State of West Virginia reserves the right to perform inspections and tests that are deemed necessary to assure that commodities conform to the prescribed requirements.

#### LGLOVES12 Vendor Pricing Page

#### I. VINYL EXAMINATION GLOVES (POWDERED):

Medical Grade, non-sterile, .08 mm minimum thickness, seamless, beaded cuff, ambidextrous, 100/box.

BRAND:				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small X		PS6359		15	3.58	53.7
Medium 6		PS6360		33	3.58	118.14
Large		PS6361		27	3.58	96.66
Xlarge Trowex		8031-XL		20	3.72	74.4

#### II. VINYL EXAMINATION GLOVES (POWDER FREE):

Medical Grade, non-sterile, .08 mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
mall		PS6369		630	3.58	2255.4
ledium	5/	PS6370		3120	3.58	11169.6
arge	660	PS6371		2670	3.58	9558.6
Xlarge		PS6372		6705	3.72	24942.6

#### III. LATEX EXAMINATION GLOVES (POWDER FREE, SMOOTH FINISH):

Medical Grade, non-sterile, .15 mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:	1/1/2/2017			Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
mall		PS070		816	6.01	4904.16
ledium	X/	PS071		5145	6.01	30921.45
arge / 6	1600	PS072		8511	6.01	51151.11
Klarge		PS073		6738	6.01	40495.38

#### IV. LATEX EXAMINATION GLOVES (POWDER FREE, TEXTURE GRIP):

Medical Grade, non-sterile, .15mm minimum thichness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:				Est. Quantity	Unit Price per	Extended
	IT5M NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
mall		PM102		735	6.5	4777.5
ledium	40	PM103		1890	6.5	12285
arge	and the same of th	PM104		2019	6.5	13123.5
Klarge	,	PM105		888	6.5	5772

#### LGLOVES12 **Vendor Pricing Page**

#### V. NITRILE EXAMINATION GLOVES (POWDER FREE, TEXTURE GRIP):

Non-sterile, .13 mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
mall	11166	C53101		20	9.9	198
ledium	K	C53102		20	9.9	198
arge 1 most	K.	C53103		1653	9.9	16364.7
Xlarge	K	C53104		100	9.9	990

#### VI. NITRILE EXAMINATION GLOVE (POWDER FREE):

Non-sterile, .13mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small	PS	5906		1920	5.28	10137.6
Medium	PS	5907		4851	5.28	25613.28
Large Co	PS	5908		3126	5.28	16505.28
Xlarge	PS	5909		2313	5.28	12212.64

#### VII. POLYETHYLENE DISPOSABLE GLOVES:

1.25 mils minimum, powderless/sulpher free, ambidextrous, for food service and precision parts handling. 100/box

BRAND:				Est. Quantity	Unit Price per	Extended
	O ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Medium	Nuch	PG5MDM		20	10.25	205
Large	361	PGSLDM		108	10.25	1107

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

**GRAND TOTAL** 295230.7

Vendor Name:

Vendor Address:

Phone No. Fax No.

By signing the bid, you are agreeing that you meet the specifications contained in this RFQ and bid form.

Printed Name

Authorized Signature

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	Will make the determination of the resident verse.
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 vest virginia for four (1) 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,
*	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,
X	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
require agains	runderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty st such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency sucted from any unpaid balance on the contract or purchase order.
author the re-	omission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and izes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid quired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information ed by the Tax Commissioner to be confidential.
and a	r penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true ccurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate ges during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidde	or: Bouch Wesser Signed: Title: Conteachs Admin
Date:	13 FEB 2012 Title: Conteacts Holmin

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



State of West Virginia Department of Administration **Purchasing Division** 

# **EMPLOYMENT HISTORY DISCLOSURE STATEMENT**

Vendor shall identify any other work, similar or otherwise currently being performed for any agency, institution, educational facility, city, county, municipality or political subdivision of the State of West Virginia. The State of West Virginia is concerned that current work could logically prevent the vendor from responsibly completing the referenced contract.

The state of West Virginia reserves the sole and exclusive right to reject the bid of any vendor when the state believes any current work could logically prevent the vendor from successfully completing the bid/contract in question. Failure to provide or disclose the required information listed shall be grounds for immediate disqualification/cancellation of the contract.

Below, the vendor shall provide the agency name, effective dates, value, general description and time required to fulfill the duties of each contract.

Agency <u>Name</u>	Effective <u>Dates</u>	<u>Value</u>	General <u>Description</u>	Time Required <u>Per Week</u>
<u></u>				
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		☐ Checl	here if additional sheets are a	attached
I certify tha	t the statements	s made above	are true and accurate.	
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BRU	co A Me	4562	(	3 F6B 2017
	Printed Nam	е		Date

Signature

Rev March 2009



# State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF WEST VirginiA
COUNTY OF SUMM 625, TO-WIT:
I) TRUCE A MOSSICE, after being first duly sworn, depose and state as follows:
1. I am an employee of DOD CONTOACORS. ORG LC; and, (Company Name)
2. I do hereby attest that Dop Contentions, oney, LLC (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with <b>West Virginia Code</b> §21-1D-5.
The above statements are sworn to under the penalty of perjury.  Dob (Contractions: Org LLC (Company Name)  By:  Title: Contracts Administration  Date: 13 F6B 2012
Taken, subscribed and sworn to before me this $13^{10}$ day of $3600000$ .
OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA LOLA MARIA MARVIN SOM NEW RIVER ROAD WINTON, W 2231  THIS AFFIDAVIT MUST BE SUMITTED WITH THE BID IN ORDER TO COMPLY WITH WY CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISOUALIFICATION OF THE BID.

REQ No. LGLOVES12

#### STATE OF WEST VIRGINIA Purchasing Division

# **PURCHASING AFFIDAVIT**

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

#### **DEFINITIONS:**

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

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

3031 NEW RIVER ROAD HINTON, WV 25931 My commission expires June 19, 8013

Purchasing Affidavit (Revised 12/15/09)