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PARKERSBURG WV

PO BOX E

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

WINANS SANITARY SUPPLY CO INC

304-485-4000

26102-2175

Request for Quotation

RFQ NUMBER LGLOVES12 1

ADDRESS CORRESPONDENCE TO ATTENTION OF: BUYER 42

304-558-8802

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

RECEIVED DEC 2 3 2011

FREIGHT TERMS SHIP VIA F.O.B. DATE PRINTED TERMS OF SALE 12/23/2011 Destination Net 30 Best Way OPENING TIME 01:30PM BID OPENING DATE: 01/31/2012 CAT. ITEM NUMBER UNIT PRICE AMOUNT LINE QUANTITY UOP PK 998-67-01-021 0001 1 GLOVES, EXAM, DISP. LATEX, NON-STERILE STATEWIDE CONTRACT PROVIDE EXAM GLOVES TO VARIOUS STATE AGENCIES SUCH AS HOSPITALS, REGIONAL JAILS, PRISONS AND POLITICAL PER THE ATTACHED SPECIFICATIONS. SUBDIVISIONS, INQUIRIES: WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 01/11/2012. QUESTIONS MAY BE SENT VIA IN ORDER TO ASSURE NO USPS, FAX, COURIER OR E-MAIL. VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, -MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: TARA LYLE DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON STREET, CHARLESTON, WV 25305 AM 9: 51 FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV ORDERS SHALL BE DELIVERED WITHIN TEN(10) WORKING DAYS EMERGENCY ORDERS SHALL BE AFTER ORDERS ARE PLACED. DELIVERED WITHIN FIVE (5) WORKING DAYS AFTER ORDERS ARE PLACED. SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 800-759-4004 DATE SIGNATURE 11, 2012 Jan, FFIN ADDRESS CHANGES TO BE NOTED ABOVE 550451730 Vice President

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 entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.

3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.

4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division,

is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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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 2

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BUYER 42 304-558-8802

WINANS SANITARY SUPPLY CO INC PO BOX E

PARKERSBURG WV

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26102-2175

304-485-4000

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

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

FREIGHT TERMS SHIP VIA F.O.B. DATE PRINTED TERMS OF SALE 12/23/2011 BID OPENING TIME 01:30PM BID OPENING DATE: 01/31/2012 CAT UNIT PRICE AMOUNT ITEM NUMBER UOP LINE QUANTITY THE DIRECTOR OF PURCHASING RESERVES THE dancellation: RIGHT TO CANGEL THIS CONTRACT IMMEDIATELY UPON WRITTEN VENDOR IN THE COMMODITIES AND/OR SERVICES NOTICE TO THE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILLING OF A REQUISITION OR COST ESTIMATE, ITEMS SECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN dauses (including but not limited to delays in trans-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME df work.) QUANTITIES: QUANTITIES | LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY IT IS UNDERSTOOD AND AGREED THE STATE SPENDING UNIT. THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. drdering prodedure: Spending unit(s) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. IN THE EVENT THE VENDOR/CONTRACTOR FILES BANKRUPTCY: FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE dontract null and void, and terminate Such contract WITHOUT FURTHER ORDER. CONDITIONS CONTAINED IN THIS CONTRACT THE TERMS AND SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE SIGNATURE **TELEPHONE** FEIN TITLE ADDRESS CHANGES TO BE NOTED ABOVE



State of West Virginia
Department of Administration
Purchasing Division
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VARIOUS LOCALES AS INDICATED
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TITLE

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
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REQNUMBER LGLOVES12 PAGE 5

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*709040703 304-485-4000 WINANS SANITARY SUPPLY CO INC PO BOX E PARKERSBURG WV 26102-2175

FREIGHT TERMS F.O.B. TERMS OF SALE SHIP VIA DATE PRINTED 12/23/2011 01:30PM BID OPENING TIME 01/31/2012 BID OPENING DATE: CAT UNIT PRICE AMOUNT 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 AMY DOCUMENTS RELATED THERETO ON BEHALF OF (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE 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 WA\$HINGTON STREET, EAST CHARLESTON, WV 2\$305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID FILE 42 BUYER: LGLOVES12 RFO. NO.: 01/31/2012 BID OPENING DATE: BID OPENING TIME: 1:30 PM SEE REVERSE SIDE FOR TERMS AND CONDITIONS DATE TELEPHONE SIGNATURE

ADDRESS CHANGES TO BE NOTED ABOVE



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State of West Virginia
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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:

<u>LATEX</u> 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.

<u>NITRILE</u> 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.

I. VINYL EXAMINATION GLOVES (POWDERED):

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

BRAND:	Safety Zone				Est. Quantity	Quantity Unit Price per		
		M NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price	
Small	GVDR-S 1	Small	Industrial	10	15	2.85	0	
/ledium	GVDR-M-1	Medium	11	10	33	2.85	0	
arge	GVDR-L-1	Large	II.	10	27	2.85	0	
Clarge	GVDR-XL-1	XLarge	II .	10	20	2.85	0	

II. VINYL EXAMINATION GLOVES (POWDER FREE):

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

BRAND:	Safety Zone				Est. Quantity	Unit Price per	Extended
310 11151	-	M NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small	GVP9-S-1	Small	Industrial	10	630	2.98	0
Medium	GVP9-M-1	Medium	li li	10	3120	2.98	0
	GVP9-L-1	Large	11	10	2670	2.98	0
Large Xlarge	GVP9-XL-1		Ш	10	6705	2.98	0

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

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

BRAND: Sa	afety Zone		•		Unit Price per	Extended	
J. O. (1)	4	EM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small	GRPR-S-1	Small	Industrial	10	816	4.75	0
Medium	GRPR-M-1	Medium	11	10	5145	4.75	0
arge.	GRPR-L-1	Large	ii .	10	8511	4.75	0
Clarge	GRPR-XL-1	X1arge	11	10	6738	4.75	0

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

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

BRAND:	Safety Zone		o, boadou ban, ameres meet		Est. Quantity	Unit Price per	Extended
JIONIED.		VI NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small	GRPR-S-1	Small	Industrial	10	735	4.75	0
Medium	GRPR-M-1	Medium	11	10	1890	4.75	0
Large	GRPR-L-1	Large	11	10	2019	4,75	0
Xlarge	GRPR-XL-1		11	10	888	4.75	0

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

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

	Safety Zone					Extended
BRAND:	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small	GNPR-S-1M Small	Industrial	10	20	5.75	0
Medium	GNPR-M-1M Medium	"	10	20	5.75	0
	GNPR-L-1M Large	11	10	1653	5.75	0
.arge (large	GNPR-XL-1M XLarge	II	10	100	5.75	0

VI. NITRILE EXAMINATION GLOVE (POWDER FREE):

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

	afety Zone	ss, seamless, beaded cuit, am			Est. Quantity Per Boxes /100	Unit Price per Box of 100	Extended
JIOAND. S	2200) 20110	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case			Price
·all	CNDD	-S-1M Small	Industrial	10	1920	5.75	0
Small		-M-1M Medium	11	10	4851	5.75	0
Medium		-L-1M Large	II .	1.0	3126	5.75	0
arge Klarge		-XL-1M XLarge	ii .	10	2313	5.75	0

VII. POLYETHYLENE DISPOSABLE GLOVES:

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

BRAND: Safety Zone			ambidextrous, for food service and precision parts handling. 100/box		Est. Quantity	Unit Price per	Extended
JIVAND.	Jarco, Zone	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
			UIndustrial	1.0	20	3.00	0
Medium		M Medium L Large	UIII USCITAT	10	108	3.00	0

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

0 **GRAND TOTAL**

Winans Sanitary Supply Co., Inc. Vendor Name: P.O. Box E Vendor Address: Parkersburg, WV 26102 304-485-4000 / 800-759-4004 Phone No. 304-485-7570 Fax No.

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

S.A. Winans

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.

DIVISIO	THII HIGHE WE TO THE TOTAL
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 preced-
X	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; or , Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or ,
2. X	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. _X_	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4.	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
requir again	r understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the rements 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 furted from any unpaid balance on the contract or purchase order.
By su autho 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 equired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information and by the Tax Commissioner to be confidential.
	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 it anything contained within this certificate ges during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidd	er: Winans Sanitary Supply Co. In Signed:
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: Winans Sanitary Supply Co., Inc.								
Authorized Signature: Date: Date: Date: Date: Date: Date: Date: Date:								
State ofWest Virginia								
County of Wood , to-wit:								
Taken, subscribed, and sworn to before me this 🚻 day of <u>lanuary</u> , 20 <u>17</u> .								
My Commission expires Dec. 21, 2000								
AFFIX SEAL HERE NOTORY PUBLIC Dlu S. Dimt								



WITNESS THE FOLLOWING SIGNATURE



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

Request for Quotation

LGLOVES12

304-558-8802

1

ADDRESS CORRESPONDENCE TO ATTENTION OF BUYER 42

*709040703 304-485-4000 WINANS SANITARY SUPPLY CO INC

PO BOX E

PARKERSBURG WV 26102-2175 ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED	TERMS OF	SALE	SHIP VIA	F.O.B,	FREIGHT TERMS
01/25/201					
BID OPENING DATE:	02/16/2012		BID OPENING TIME 01:30PM)1:30PM
LINE	QUANTITY UO	CAT.	ITEM NUMBER	UNIT PRICE	AMOUNT
2. SHC FAI	TO MOVE THE 2/16/2012. AGREEMENT ALOULD BE SIGNED SIGN SQUALIFICATION	DENDUM IS AND RETU AND RETUR		IS DOCUMENT BID.	
0001 GLC	PK 1 OVES, EXAM, DI		3-67-01-021 X, NON-STERILE		-
***	*** THIS IS	THE END C	F RFQ LGLOVES	2012 F	ECEIVED FEB-I AM 9:41 PURCHASIN DIVISION
	\	SEE REVER	ISE SIDE FOR TERMS AND CO	I ONDITIONS	
SIGNATURE) (w-		TELEPHONE		1.30.12
TITLE LICE Pres	sident FEIN	55045173	30	ADDRESS CHAN	GES TO BE NOTED ABOVE
WHEN	RESPONDING TO F	RFQ, INSERT	NAME AND ADDRESS	IN SPACE ABOVE LAB	ELED 'VENDOR'

EXHIBIT 10

REQUISITION NO .: LGLOKS IV

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.

ADDENDOM NO.2:	
NO. 1	
NO. 2	e
NO. 3	80
NO. 4	
NO. 5	9
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTAT 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 COMPANY OCCUPANY	ÆNDOR ANY

REV. 11/96