



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  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 BUYER 42  
 304-558-8802

\*709005130 800-234-1464

VENDOR

MOORE MEDICAL LLC  
 1690 NEW BRITAIN AVE  
 FARMINGTON CT 06032

SHIP TO

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

*Quote 424572-SQ*

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/23/2011				

BID OPENING DATE: 01/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	PK		998-67-01-021		
GLOVES, EXAM, DISP. LATEX, NON-STERILE  STATEWIDE CONTRACT  PROVIDE EXAM GLOVES TO VARIOUS STATE AGENCIES SUCH AS HOSPITALS, REGIONAL JAILS, PRISONS AND POLITICAL SUBDIVISIONS, PER THE ATTACHED SPECIFICATIONS.  INQUIRIES:  WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 01/11/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:  TARA LYLE DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305  FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV  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.						

RECEIVED  
 2012 FEB -2 AM 10:02  
 WV PURCHASING DIVISION  
 Bid Opening Delayed  
 Rescheduled to Open on  
 2-28-12

Received  
 JAN 03 2012  
 Bid / Quote Dept.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Tara Lyle</i>	TELEPHONE 800-234-1464	DATE 1-30-12
TITLE UP-Finance	FEIN 20-2046720	ADDRESS CHANGES TO BE NOTED ABOVE

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

**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](http://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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2

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DATE PRINTED 12/23/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 01/31/2012                      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE 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 ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT</p>						

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<p>SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>877-354-5916</i>						
CONTACT PERSON (PLEASE PRINT CLEARLY): <i>Kinette Dufour</i>						
***** THIS IS THE END OF RFQ LGLOVES12 ***** TOTAL:						<i>301,359.65</i>

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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.

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: <i>Cypress</i>				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small	25-02 - Sm	77108	10 (RD)	15	3.47	52.05 0 (RD)
Medium	25-04 - med.	77109	10 (RD)	33	3.47	114.51 0
Large	25-06 - Lrg	77110	10 (RD)	27	3.47	93.69 0
Xlarge	25-08 - XLrg	77111	10 (RD)	20	3.47	69.4 0

II. VINYL EXAMINATION GLOVES (POWDER FREE):

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

BRAND: <i>Cypress</i>				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small	25-92 - Sm	77104	10	630	3.47	2186.10 0
Medium	25-94 - med	77105	10	3120	3.47	10826.40 0
Large	25-96 - Lrg	77106	10	2670	3.47	9264.90 0
Xlarge	25-98 - XLrg	77107	10	6705	3.47	23266.35 0

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

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

BRAND: <i>Cypress/Moore</i>				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small	48214 - Sm	48214 (RD)	10	816	6.21	5067.36 0
Medium	48215 - med	48215 (RD)	10	5145	6.21	31950.45 0
Large	48216 - Lrg	48216 (RD)	10	8511	6.21	52853.31 0
Xlarge	77085 - XLrg	77085 (RD)	10	6738	6.21	41942.98 0 (RD)

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

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

BRAND: <i>Cypress</i>				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small	23-92 - Sm	72034	10	735	6.40 (RD)	4704.00 0
Medium	23-95 - med	72035	10	1890	6.40 (RD)	12096.00 0
Large	23-96 - Lrg	72036	10	2019	6.40 (RD)	12921.60 0
Xlarge	23-98 - XLrg	72037	10	888	6.40 (RD)	5683.20 0

**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: <i>Microflex Tranquility</i>	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Est. Quantity	Unit Price per	Extended
				Per Boxes /100	Box of 100	Price
Small	TQ-601-S	85271	10	20	7.15	143.00 0
Medium	TQ-601-M	85272	10	20	7.15	143.00 0
Large	TQ-601-L	85273	10	1653	7.15	11818.95 0
Xlarge	TQ-601-XL	85274	10	100	7.15	715.00 0

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

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

BRAND: <i>Cypress / Moore</i>	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Est. Quantity	Unit Price per	Extended
				Per Boxes /100	Box of 100	Price
Small	74395-Sm	74395	10	1920	6.18	11865.60 0
Medium	74396-Med	74396	10	4851	6.18	29978.18 0
Large	74397-Lrg	74397	10	3126	6.18	19318.68 0
Xlarge	74398-X-Lrg	74398	10	2313	6.18	14294.34 0

**VII. POLYETHYLENE DISPOSABLE GLOVES:**

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

BRAND: <i>Cypress</i>	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Est. Quantity	Unit Price per	Extended
				Per Boxes /100	Box of 100	Price
Medium <i>Universal</i>	26-04-Universal	26-04	50	20	.70	14.00 0
Large <i>Universal</i>	26-04-Universal	26-04	50	108	.70	75.60 0

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

301,359.65

GRAND TOTAL 0

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_


Phone No. 800-234-1464

Fax No. 877-354-5916

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

J. Robert Williamson

Printed Name

  
\_\_\_\_\_  
Authorized Signature

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STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt 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: Moore Medical LLC

Authorized Signature: [Signature] Date: 1-30-12

State of Connecticut

County of Hartford, to-wit:

Taken, subscribed, and sworn to before me this 30<sup>th</sup> day of January, 2012

My Commission expires BOZENA SAMSEL, 20    

**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAY 31, 2013

AFFIX SEAL HERE

NOTORY PUBLIC [Signature]

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

N/A

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

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



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
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 42
304-558-8802

\*709005130 800-234-1464

VENDOR

MOORE MEDICAL LLC  
 1690 NEW BRITAIN AVE  
 FARMINGTON CT 06032

SHIP TO

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

DATE PRINTED 01/25/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 02/16/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. TO MOVE THE BID OPENING DATE FROM 01/31/2012 TO 2/16/2012.						
2. AGREEMENT ADDENDUM IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	PK		998-67-01-021		
				GLOVES, EXAM, DISP. LATEX, NON-STERILE		
***** THIS IS THE END OF RFQ LGLOVES12 ***** TOTAL:						<u>301,359.65</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 800-234-1464	DATE 1-30-12
TITLE	FEIN 20-2046720	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

Moore Medical LLC

.....  
COMPANY

1-30-12

.....  
DATE



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

### Request for Quotation

21005707 B03

RFQ NUMBER
LGLOVES12

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 42 304-558-8802

\*709005130      800-234-1464  
 MOORE MEDICAL LLC  
 1690 NEW BRITAIN AVE  
 FARMINGTON CT 06032

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
02/13/2012						
BID OPENING DATE: 02/28/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				1. TO MOVE THE BID OPENING DATE FROM 02/16/2012 TO 02/28/2012.		
				2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 2		
0001	1	PK		998-67-01-021		
				GLOVES, EXAM. DISP. LATEX, NON-STERILE		
***** THIS IS THE END OF RFQ LGLOVES12 *****					TOTAL:	30,359.65

Received  
 MAR 06 2012  
 Bid / Quote Dept.

RECEIVED  
 2012 MAR 13 AM 10:19  
 WV PURCHASING  
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 800-234-1464	DATE 3-12-12	
TITLE UP-Finance	FEIN 20-2046720	ADDRESS CHANGES TO BE NOTED ABOVE	

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





State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25306-0130

# Request for Quotation

RFQ NUMBER:  
 LGLOVES12

PAGE:  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 BUYER 42  
 304-558-8802

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

MOORE MEDICAL LLC  
 1690 NEW BRITAIN AVE  
 FARMINGTON, CT 06032-3112

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/13/2012				
BID OPENING DATE: 02/28/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. TO MOVE THE BID OPENING DATE FROM 02/16/2012 TO 02/28/2012.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 2						
0001	1	PK		998-67-01-021		
GLOVES, EXAM, DISP. LATEX, NON-STERILE						
***** THIS IS THE END OF RFQ LGLOVES12 ***** TOTAL:						

Date	13/12	# of pages	3
From	T. Hylleberg	Co.	
Phone #		Fax #	
Post-It Fax Note	7671	To	Rineke DeWur
		Co/Dept.	
		Phone #	
		Fax #	877-254-5916

SEE REVERSE BIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	800-234-1444	2-13-12
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE
	20-2046702	

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

## 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](http://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 of 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 disqualification: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 60130, 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. §148-1-8.6).

Rev. 11/02/11

EXHIBIT 10

REQUISITION NO.: LGLOUES12

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

moore medical LLC  
.....  
COMPANY

3-12-12  
.....  
DATE

EXHIBIT 10

REQUISITION NO.: .....

ADDENDUM ACKNOWLEDGEMENT

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NO. 3 .....

NO. 4 .....

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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.



.....  
SIGNATURE

Moore Medical LLC

.....  
COMPANY

2-13-12

.....  
DATE

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

RFQ NUMBER
LGLOVES12

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 42
304-558-8802

\*709005130 800-234-1464  
 MOORE MEDICAL LLC  
 1690 NEW BRITAIN AVE  
 FARMINGTON CT 06032

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

21005247

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/23/2012				

BID OPENING DATE: 03/06/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
1. TO MOVE THE BID OPENING FROM 02/28/2012 TO 03/06/2012.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 3						
0001	1	PK		998-67-01-021		
GLOVES, EXAM, DISP. LATEX, NON-STERILE						
***** THIS IS THE END OF RFQ LGLOVES12 ***** TOTAL:						<u>301,359.65</u>

Received  
 MAR 06 2012  
 Bid / Quote Dept.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	800-234-1464	3-12-12	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
VP Finance	20-2046720		

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

EXHIBIT 10

REQUISITION NO.: LGLOVES12

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.

J. Powell  
SIGNATURE

Moore Medical LLC  
COMPANY

3-12-12  
DATE



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

# Request for Quotation

21005427 B03

RFQ NUMBER
LGLOVES12

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 42
304-558-8802

VENDOR

\*709005130 800-234-1464  
 MOORE MEDICAL LLC  
 1690 NEW BRITAIN AVE  
 FARMINGTON CT 06032

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
02/28/2012				

BID OPENING DATE: 03/13/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 4		
				1. QUESTIONS AND ANSWERS ARE ATTACHED.		
				2. TO MOVE THE BID OPENING FROM 03/06/2012 TO 03/13/2012.		
				3. REVISED BID FORM ATTACHED. THIS FORM IS ALSO AVAILABLE IN ELECTRONIC FORMAT ON THE PURCHASING BULLETIN. SEE ADDITIONAL INFORMATION ON THE FOLLOWING PAGES.		
				4. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 4		
0001	1	EK		998-67-01-021		
				GLOVES, EXAM, DISP. LATEX, NON-STERILE		
				***** THIS IS THE END OF RFQ LGLOVES12 ***** TOTAL:		301,359.65

Received  
 'MAR 06 2012  
 Bid / Quote Dept.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	800-234-1464	3-12-12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP-Finance	20-2046720	

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

**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 smooth finish** and latex exam gloves **powder free texture grip**. 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.



BID TABULATION

PO/Contract No:

LGLOVES10

Bid Opening Date:

08-Jul-10

Description:

LATEX GLOVES

*Pg 1 of 3*

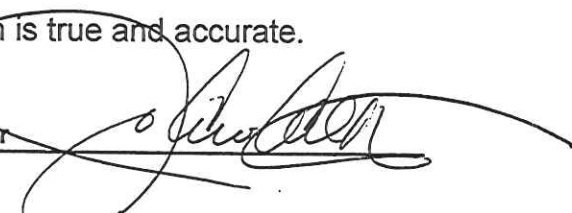
Bidder Name & Address	Bid Amount	RVP Requested	Amount w/ RVP		Reciprocal Preference	Comments
INTERBORO PACKAGING CORP 114 BRACKEN RD MONTGOMERY NY 12549-2600	NO BID		\$0.00 \$0.00 \$0.00	2.5% 3.5% 5.0%		Contact: Fax:
ALLEGHENY FABRICATING & SUPPLY 208 WOODLAND ROAD PITTSBURG PA. 15238	\$30,716.47	n/a	\$31,484.38	2.5%		<i>Disqualified - did not meet specs.</i> Contact: TEK JUAN Fax: 412-828-3325
APEX PINNACLE 16 CANAL ST PO BOX 449 PORT CRANE NY. 13833	\$56,539.77	n/a	\$57,953.26	2.5%		Contact: SHAUNA MACDERMOT Fax: 607-648-5172
BOUND TREE MEDICAL LLC 5000 TURRLE CROSSING DUBLIN OH. 43016	\$51,713.13	n/a	\$53,005.96	2.5%		Contact: CATHY TAYNOR Fax: 800-257-5713
GLOVE USA UNC PO BOX 410392 CHARLOTTE NC 28273	\$45,973.17	n/a	\$47,122.50	2.5%		CONTACT: DONALD KIM FAX: 704-423-0223

*Notes: WINAN'S Sanitary Supply Co. requested RVP @ 2.5%. - Gulf South Medical Supply Inc - was the lowest most complete bid with 2.5% (RVP) applied.*

I do hereby certify that the above information is true and accurate.

By:

Jo Ann Adkins/Buyer Supervisor



Date:

8/9/10

**SCANNED**

BID TABULATION

PO/Contract No:

L Gloves 10

Bid Opening Date:

Pg 3 of 3

Description:

Bidder Name & Address	Bid Amount	RVP Requested	Amount w/ RVP		Reciprocal Preference	Comments
THE GLOVE BOX 11900 TANTON LANE CHARLOTTE NC 28273	\$45,973.17	n/a	\$47,122.50	2.5%		Contact: DONALD KIM Fax: 704-423-0223
TRONEX INTERNATIONAL INC 2 CRANBERRY RD #5 PARSIPPANY NJ 07054-4053	\$399,225.30	n/a	\$409,205.93	2.5%		Contact: BOB DOMENECH Fax: 973-402-2219
WINANS SANITARY SUPPLY CO INC PO BOX E PARKERSBURG WV 26102-2175	\$48,353.94	YES		<u>2.5%</u>		Contact: SAM WINANS Fax: 304-485-7570
						Contact: Fax:

Notes:

I do hereby certify that the above information is true and accurate.

By:

Jo Ann Adkins/Buyer Supervisor

Date:

\_\_\_\_\_

VI. NITRILE 12" EXAMINATION GLOVE (POWDER FREE): Non-sterile, .13mm minimum thickness, seamless, beaded cuff, ambidextrous. 50/box.

BRAND: KIMBERLY CLARK			
	ITEM NO. & SIZE	CATALOG NO.	PRICING / 50
	Small	844985	\$9.69
	Medium	839572	\$9.69
	Large	839571	\$9.69
	Xlarge	851489	\$9.69

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

BRAND: CELLUCAP			
	ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
	Medium	858775	\$7.15
	Large	858090	\$7.15

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

BRAND: <i>Microflex Tranquility</i>				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small	<i>TQ-601-S</i>	<i>85271</i>	<i>10</i>	20	<i>7.15</i>	<i>143.00</i>
Medium	<i>TQ-601-M</i>	<i>85272</i>	<i>10</i>	20	<i>7.15</i>	<i>143.00</i>
Large	<i>TQ-601-L</i>	<i>85273</i>	<i>10</i>	1,653	<i>7.15</i>	<i>11,818.95</i>
Xlarge	<i>TQ-601-XL</i>	<i>85274</i>	<i>10</i>	100	<i>7.15</i>	<i>715.00</i>

VI. NITRILE EXAMINATION GLOVE (POWDER FREE):

BRAND: <i>Cypress/Moore</i>				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small	<i>74395</i>	<i>74395</i>	<i>10</i>	1,920	<i>6.18</i>	<i>11,865.00</i>
Medium	<i>74396</i>	<i>74396</i>	<i>10</i>	4,851	<i>6.18</i>	<i>29,979.18</i>
Large	<i>74397</i>	<i>74397</i>	<i>10</i>	3,126	<i>6.18</i>	<i>19,318.68</i>
Xlarge	<i>74398</i>	<i>74398</i>	<i>10</i>	2,313	<i>6.18</i>	<i>14,294.34</i>

VII. POLYETHYLENE DISPOSABLE GLOVES:

BRAND: <i>Cypress</i>				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Medium	<i>Universal 26-04-Universal</i>	<i>26-04</i>	<i>50</i>	20	<i>.70</i>	<i>14.00</i>
Large	<i>Universal 26-04-Universal</i>	<i>26-04</i>	<i>50</i>	108	<i>.70</i>	<i>75.60</i>

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

*30,359.65*

GRAND TOTAL

MOORE MEDICAL LLC  
1690 NEW BRITAIN AVE  
FARMINGTON, CT 06032-3112

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Phone No. *800-234-1464*

Fax No. *877-354-5916*

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

*John Williamson*

Printed Name

*John Williamson*  
Authorized 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**

RFQ NUMBER  
 LGLOVES12

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BUYER 42  
 304-558-8802

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 VENDOR

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/26/2012				

BID OPENING DATE: 04/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 6						
<p>1. REVISED PRICING PAGES ATTACHED. VENDORS SHOULD USE THE ATTACHED PRICING PAGES. IF PREVIOUS VERSIONS OF THE PRICING PAGE HAVE BEEN SUBMITTED TO THE PURCHASING DIVISION, PLEASE USE THE ATTACHED PAGES AND RESUBMIT PRIOR TO THE BID OPENING DATE.</p> <p>ELECTRONIC COPIES OF THE PRICING PAGES WILL BE ATTACHED TO THE WV PURCHASING BULLETIN. VENDORS REGISTERED WITH THE WV PURCHASING DIVISION MAY DOWNLOAD AN ELECTRONIC VERSION OF THE PRICING PAGES AT <a href="http://www.state.wv.us/admin/purchase/newbul.htm">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM</a></p> <p>VENDORS NOT REGISTERED WITH THE PURCHASING DIVISION MAY REQUEST AN ELECTRONIC COPY BY CONTACTING TARA LYLE WITH THE 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.</p> <p>2. TO MOVE THE BID OPENING DATE FROM 04/03/2012 TO 04/10/2012.</p> <p>3. REINSERT THE MOST RECENT ASTM D3578 STANDARDS PREVIOUSLY REMOVED IN ADDENDUM NO. 4.</p> <p>4. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p style="text-align: center;">END OF ADDENDUM NO. 6</p>						

RECEIVED  
 2012 APR 10 AM 10:10  
 WV PURCHASING  
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	800-234-1464	4-5-12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>VP Marketing</i>	20-2046702	

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

EXHIBIT 10

REQUISITION NO.: *LGLOUES12* .....

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 .....

*No. 6 ✓*

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

*Moore Medical LLC*

.....  
COMPANY

*4-5-12*

.....  
DATE

LGLOVES12 - Revised 3/23/2012

Vendor Pricing Page

I. VINYL EXAMINATION GLOVES (POWDERED):

BRAND: <i>Cypress</i>				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small	25-02	77108	10	15	3.47	0.00 52.05
Medium	25-04	77109	10	33	3.47	0.00 114.51
Large	25-06	77110	10	27	3.47	0.00 93.69
Xlarge	25-08	77111	10	20	3.47	0.00 69.40

II. VINYL EXAMINATION GLOVES (POWDER FREE):

BRAND: <i>Cypress</i>				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small	25-92	77104	10	630	3.47	0.00 2186.10
Medium	25-94	77105	10	3,120	3.47	0.00 10826.40
Large	25-96	77106	10	2,670	3.47	0.00 9264.10
Xlarge	25-98	77107	10	6,705	3.47	0.00 23,266.35

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

BRAND: <i>Cypress/Moore</i>				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small	48214	48214	10	816	6.21	0.00 5067.36
Medium	48215	48215	10	5,145	6.21	0.00 31950.45
Large	48216	48216	10	8,511	6.21	0.00 52,883.31
Xlarge	77085	77085	10	6,738	6.21	0.00 41,842.98

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

BRAND: <i>Cypress</i>				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small	23-92	72034	10	735	6.40	0.00 4704.00
Medium	23-95	72035	10	1,890	6.40	0.00 12076.00
Large	23-94	72036	10	2,019	6.40	0.00 12921.60
Xlarge	23-98	72037	10	888	6.40	0.00 5,683.20

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

BRAND: <u>Microflex Tranquility</u>				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small	<u>TQ-601-S</u>	<u>85271</u>	<u>10</u>	20	<u>7.15</u>	0.00 <u>143.00</u>
Medium	<u>TQ-601-M</u>	<u>85272</u>	<u>10</u>	20	<u>7.15</u>	0.00 <u>143.00</u>
Large	<u>TQ-601-L</u>	<u>85273</u>	<u>10</u>	1,653	<u>7.15</u>	0.00 <u>11,818.95</u>
Xlarge	<u>TQ-601-XL</u>	<u>85274</u>	<u>10</u>	100	<u>7.15</u>	0.00 <u>715.00</u>

VI. NITRILE EXAMINATION GLOVE (POWDER FREE, SMOOTH):

BRAND: <u>Cypress/Moore</u>				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small	<u>74395</u>	<u>74395</u>	<u>10</u>	1,920	<u>6.18</u>	0.00 <u>11,865.00</u>
Medium	<u>74396</u>	<u>74396</u>	<u>10</u>	4,851	<u>6.18</u>	0.00 <u>29,779.18</u>
Large	<u>74397</u>	<u>74397</u>	<u>10</u>	3,126	<u>6.18</u>	0.00 <u>19,318.68</u>
Xlarge	<u>74398</u>	<u>74398</u>	<u>10</u>	2,313	<u>6.18</u>	0.00 <u>14,294.34</u>

VII. POLYETHYLENE DISPOSABLE GLOVES:

BRAND: <u>Cypress</u>				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Medium	<u>Universal-26-04</u>	<u>26-04</u>	<u>50</u>	20	<u>.70</u>	0.00 <u>14.00</u>
Large	<u>Universal-26-04</u>	<u>26-04</u>	<u>50</u>	108	<u>.70</u>	0.00 <u>75.60</u>

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

GRAND TOTAL

301,359.65

MOORE MEDICAL LLC  
1690 NEW BRITAIN AVE  
FARMINGTON, CT 06032-3112

Vendor Name:

Vendor Address:

Phone No.

Fax No.

800-234-1464  
877-354-5916

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

Tim Bidwell

Printed Name

[Signature]  
Authorized Signature



January 30, 2012

State of West Virginia  
Purchasing Division  
2019 Washington Street  
Charleston, WV 25305

Re: Bid Number LGLOVES12

IN RESPONSE TO YOUR REQUEST FOR QUOTATION:

We are pleased to present the following for your consideration and approval.

1. Please reference Quotation Number 424572-SQ with your order to receive special prices. Please attention your purchase order to the Bid/Quote Department.

To better service your needs in the future, a copy of your bid tabulation would be greatly appreciated after award is given. This will help to ensure that you receive proper pricing on all purchase orders and to let us know where we need to be more competitive on further bids. You can mail your tabulation or you can also e-mail it at [rdufour@mooremedical.com](mailto:rdufour@mooremedical.com).

Thank you for your interest in Moore Medical Corporation. We look forward to a successful relationship and appreciate the opportunity to serve you.

Sincerely,  
  
Rnette Dufour  
Contract Administrator