

Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130 State of West Virginia Request for Quotation 26 — Medical

Proc Folder: 25724

Doc Description: Statewide Contract for Exam Gloves.

Proc Type: Central Master Agreement

**BID RECEIVING LOCATION** 

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

# VENDOR Vendor Name, Address and Telephone Number:

Interboro Packaging Corp. 114 Bracken Rd, Montgomery, NY 12549 845-457-2700

> 09/24/14 10:03:59AM West Virginia Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Misty Delong (304) 558-8802 misty.m.delong@wv.gov

Signature X /Lengy for

FEIN # 11-2633541

DATE 9/15/14

All offers subject to all terms and conditions contained in this solicitation

Page: 1

FORM ID: WV-PRC-CRFQ-001

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	S S AS INDICATED BY ORDER	STATE OF WEST VIF	RGINIA NS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Vinyl Examination Gloves (Powdered) Small	2.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	
42132203				

Vinyl Examination Gloves (Powdered) Small

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	S AS INDICATED BY ORDER	STATE OF WEST VI VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
US		US	0.490

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Vinyl Examination Gloves (Powdered) Medium	4.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	
42132203				

# **Extended Description:**

Vinyl Examination Gloves (Powdered) Medium

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	S AS INDICATED BY ORDER	STATE OF WEST VII VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Vinyl Examination Gloves (Powdered) Large	3.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	
42132203				******

Vinyl Examination Gloves (Powdered) Large

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	ES S AS INDICATED BY ORDER	STATE OF WEST VIF VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Vinyl Examination Gloves (Powdered) X-Large	2.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	
42132203				
12102200				

# **Extended Description:**

Vinyl Examination Gloves (Powdered) X-Large

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	S S AS INDICATED BY ORDER	STATE OF WEST VII VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Vinyl Examination Gloves (Powder Free) Small	63.00000	CASE	2 30 30 00 00 00 00 00 00 00 00 00 00 00	

Comm Code	Manufacturer	Specification	Model #	
42132203				100 100 0 10

# **Extended Description:**

Vinyl Examination Gloves (Powder Free) Small

INVOICE TO		SHIP TO	shahesaki Ambara Awalis 1996
ALL STATE AGENCIE VARIOUS LOCATION	S AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICAT	ED BY ORDER
No City	WV99999	No City	WV 99999
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Vinyl Examination Gloves (Powder Free) Medium	312.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	
42132203				

Vinyl Examination Gloves (Powder Free) Medium

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	ES IS AS INDICATED BY ORDER	STATE OF WEST VIF VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Vinyl Examination Gloves (Powder Free) Large	267.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	
42132203				

# Extended Description :

Vinyl Examination Gloves (Powder Free) Large

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	S S AS INDICATED BY ORDER	STATE OF WEST VIR VARIOUS LOCATION:	GINIA S AS INDICATED BY ORDER
No City	WV 99999	No City	WV 99999
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Vinyl Examination Gloves (Powder Free) X-Large	671.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	
42132203				
White the second				

Vinyl Examination Gloves (Powder Free) X-Large

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	ES IS AS INDICATED BY ORDER	STATE OF WEST VII VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Latex Examination Gloves (Powder Free, smooth) Small	82.00000	CASE		

Model #	
	woder#

# **Extended Description:**

Latex Examination Gloves (Powder Free, smooth) Small

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	ES IS AS INDICATED BY ORDER	STATE OF WEST VIR VARIOUS LOCATION	RGINIA S AS INDICATED BY ORDER
No City	WV 99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Latex Examination Gloves (Powder Free, smooth) Medium	515.00000	CASE		, , , , , , , , , , , , , , , , , , , ,

Comm Code	Manufacturer	Specification	Model #	
42132203				

# **Extended Description:**

Latex Examination Gloves (Powder Free, smooth) Medium

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	S AS INDICATED BY ORDER	STATE OF WEST VI VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Latex Examination Gloves (Powder Free, smooth) Large	852.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	
42132203				

Latex Examination Gloves (Powder Free, smooth) Large

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	S AS INDICATED BY ORDER	STATE OF WEST VIF	RGINIA NS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
US		us	×

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Latex Examination Gloves (Powder Free, smooth) X-Large	674.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	
42132203				

# **Extended Description:**

Latex Examination Gloves (Powder Free, smooth) X-Large

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	S AS INDICATED BY ORDER	STATE OF WEST VIRG VARIOUS LOCATIONS	SINIA AS INDICATED BY ORDER
No City	WV 99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Latex Examination Gloves (Powder Free, Textured) Small	75.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	
42132203				

Latex Examination Gloves (Powder Free, Textured) Small

INVOICE TO		SHIP TO	
ALL STATE AGENCII VARIOUS LOCATION	ES NS AS INDICATED BY ORDER	STATE OF WEST VII VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
No City	WV 99999	No City	WV 99999
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Latex Examination Gloves (Powder Free, Textured) Medium	190.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	
42132203				
0 (0				

# **Extended Description:**

Latex Examination Gloves (Powder Free, Textured) Medium

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	S S AS INDICATED BY ORDER	STATE OF WEST VIR VARIOUS LOCATION	RGINIA IS AS INDICATED BY ORDER
No City	WV 99999	No City	WV 99999
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Latex Examination Gloves (Powder Free, Textured) Large	202.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	A. (0.10) 1000
42132203				

#### **Extended Description:**

Latex Examination Gloves (Powder Free, Textured) Large

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	ES S AS INDICATED BY ORDER	STATE OF WEST VIF VARIOUS LOCATION	RGINIA IS AS INDICATED BY ORDER
No City	WV 99999	No City	WV 99999
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Latex Examination Gloves (Powder Free, Textured) X-Large	89.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	
42132203				

Latex Examination Gloves (Powder Free, Textured) X-Large

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	S AS INDICATED BY ORDER	STATE OF WEST VIR VARIOUS LOCATION	RGINIA S AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Nitrile Examination Gloves (Powder Free, Textured) Small	4.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	
42132203				

# Extended Description:

Nitrile Examination Gloves (Powder Free, Textured) Small

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION:	S S AS INDICATED BY ORDER	STATE OF WEST VIF VARIOUS LOCATION	RGINIA IS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Nitrile Examination Gloves (Powder Free, Textured) Medium	4.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	
42132203				
l				

Nitrile Examination Gloves (Powder Free, Textured) Medium

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	ES IS AS INDICATED BY ORDER	STATE OF WEST VIF VARIOUS LOCATION	RGINIA IS AS INDICATED BY ORDER
No City	WV 99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Nitrile Examination Gloves (Powder Free, Textured) Large	165.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	
42132203				

#### **Extended Description:**

Nitrile Examination Gloves (Powder Free, Textured) Large

INVOICE TO		SHIP TO	
ALL STATE AGENCII VARIOUS LOCATION	ES NS AS INDICATED BY ORDER	STATE OF WEST VIRGINI VARIOUS LOCATIONS AS	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Nitrile Examination Gloves (Powder Free, Textured) X-Large	11.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	
42132203				

# **Extended Description:**

Nitrile Examination Gloves (Powder Free, Textured) X-Large

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	S AS INDICATED BY ORDER	STATE OF WEST VI VARIOUS LOCATION	IRGINIA NS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Nitrile Examination Gloves (Powder Free, Smooth) Smal	193.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	
42132203				

Nitrile Examination Gloves (Powder Free, Smooth) Smal

INVOICE TO		SHIP TO	
ALL STATE AGENCII	ES IS AS INDICATED BY ORDER	STATE OF WEST VI VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
No City	WV 99999	No City	WV 99999
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Nitrile Examination Gloves (Powder Free, Smooth) Medium	486.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	
42132203				

# **Extended Description:**

Nitrile Examination Gloves (Powder Free, Smooth) Medium

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	S S AS INDICATED BY ORDER	STATE OF WEST VIR VARIOUS LOCATION	RGINIA IS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Nitrile Examination Gloves (Powder Free, Smooth) Large	313.00000	CASE		

Code Manufacturer	Specification	Model #	
03			
03			

Nitrile Examination Gloves (Powder Free, Smooth) Large

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	ES IS AS INDICATED BY ORDER	STATE OF WEST VIEW VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Nitrile Examination Gloves (Powder Free, Smooth) X-Large	232.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	
42132203				W 197 197 197 197

# **Extended Description:**

Nitrile Examination Gloves (Powder Free, Smooth) X-Large

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	ES IS AS INDICATED BY ORDER	STATE OF WEST VI VARIOUS LOCATION	RGINIA NS AS INDICATED BY ORDER
No City	WV 99999	No City	WV 99999
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Polyethylene Disposable Gloves Medium	5.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	
42132203				

# Extended Description :

Polyethylene Disposable Gloves Medium

INVOICE TO		SHIP TO	
ALL STATE AGENCIE VARIOUS LOCATION	S S AS INDICATED BY ORDER	STATE OF WEST VI VARIOUS LOCATIO	IRGINIA NS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Polyethylene Disposable Gloves Large	12.00000	CASE		

Comm Code	Manufacturer	Specification	Model #	197 Art (N. 2. 2. 2. 1. 1. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2.
42132203				100

Polyethylene Disposable Gloves Large

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			13

# ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



# **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

- REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation
  for bids. Please read these instructions and all documents attached in their entirety. These
  instructions provide critical information about requirements that if overlooked could lead to
  disqualification of a Vendor's bid. All bids must be submitted in accordance with the
  provisions contained in these instructions and the Solicitation. Failure to do so may result in
  disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3.	PREBID MEETING: The item identified below shall apply to this Solicitation.
	A pre-bid meeting will not be held prior to bid opening.
	A NON-MANDATORY PRE-BID meeting will be held at the following place and time:
	☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: September 8, 2014 at 5:00 PM, EST.

Submit Questions to: Misty Delong, Buyer 2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: misty.m.delong@wv.gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Misty Delong

SOLICITATION NO.: CRFQ 0212 SWC1500000004

BID OPENING DATE: September 17, 2014

BID OPENING TIME: 1:30 PM, EST

FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, and choses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: September 17, 2014 at 1:30 PM, EST. Bid Opening Location: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

- 9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, womenowned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, womenowned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

#### **GENERAL TERMS AND CONDITIONS:**

- CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - **2.4.** "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - **2.6. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

	CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
	▼ Term Contract
	Initial Contract Term: This Contract becomes effective on upon Award and extends for a period of one (1) year(s).
	Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.
	Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
	Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within
[	Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within
	One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
	<b>Other:</b> See attached.

4.	NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5.	QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
	Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
	Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
	Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
	One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6.	PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7.	EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8.	<b>REQUIRED DOCUMENTS:</b> All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
	BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

	PERFORMANCE BOND: The apparent successful Vendor shall provide performance bond in the amount of The performance bond must be received by the Purchasing Division prior to Contract award. Or construction contracts, the performance bond must be 100% of the Contract value.
	LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prio to Contract award.
Ven An bor rep bor	lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the ndor may provide certified checks, cashier's checks, or irrevocable letters of credit y certified check, cashier's check, or irrevocable letter of credit provided in lieu of a nd must be of the same amount and delivered on the same schedule as the bond is laces. A letter of credit submitted in lieu of a performance and labor/material payment and will only be allowed for projects under \$100,000. Personal or business checks are acceptable.
	MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
<b>√</b>	INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
	Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more.
	☐ Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.
	The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

		LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.
		The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.
9.	comply	ERS' COMPENSATION INSURANCE: The apparent successful Vendor shall with laws relating to workers compensation, shall maintain workers' compensation ce when required, and shall furnish proof of workers' compensation insurance upon
10.	protest lowest to forfeited purpose needless Purchas check p with and	ATION BOND: The Director reserves the right to require any Vendor that files a of an award to submit a litigation bond in the amount equal to one percent of the bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be if the hearing officer determines that the protest was filed for frivolous or improper, including but not limited to, the purpose of harassing, causing unnecessary delay, or sexpense for the Agency. All litigation bonds shall be made payable to the ing Division. In lieu of a bond, the protester may submit a cashier's check or certified ayable to the Purchasing Division. Cashier's or certified checks will be deposited held by the State Treasurer's office. If it is determined that the protest has not been frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
	for This cla	DATED DAMAGES: Vendor shall pay liquidated damages in the amount of NA NA use shall in no way be considered exclusive and shall not limit the State or Agency's pursue any other available remedy.
12.		TANCE/REJECTION: The State may accept or reject any bid in whole, or in part. s signature on its bid signifies acceptance of the terms and conditions contained in

the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in

the Award Document, upon receipt.

- 13. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE: On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <a href="http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx">http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx</a>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 21. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 22. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- **28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 29. CONFIDENTIALITY: The Vendor agrees that it 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 <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

- 33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense

- against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to an y person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
  - Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at <a href="mailto:purchasing.requisitions@wv.gov">purchasing.requisitions@wv.gov</a>.
- 41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
  - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
  - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- 43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

# CERTIFICATIONAND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Interboro Packagin	ng Corp.
(Company)	
Days breedles	Raizy Jacobowitz, Secretary
(Authorized Signatu	Raizy Jacobowitz, Secretary ure) (Representative Name, Title
P:845-457-2700 F:845-	457-1927 9/15/14
(Phone Number) (Fa	ax Number) (Date)

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ 0212 SWC1500000004

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

	umbers Received: ox next to each addendum rece	(bavie		
(S.10011 117)	Addendum No. 1		Addandam No. Z	
41	Audendum No. 1		Addendum No. 6	
	Addendum No. 2		Addendum No. 7	
	Addendum No. 3		Addendum No. 8	
	Addendum No. 4		Addendum No. 9	
	Addendum No. 5		Addendum No. 10	
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.				
Interboro Packaging Corp. Company				
Hayn Jucely Authorized Signature				
9/15/14 Date				
NOTE: This document prod	addendum acknowledgeme	ent shou	ald be submitted with the bid to expedite	

# **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The Purchasing Division is requesting bids for a Statewide Contract for Exam Gloves, which will be provided to various State Agencies, such as hospitals, regional jails, prisons, and political subdivisions.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3, Subsection 1 below.
  - 2.2 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
  - 2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as CRFQ 0212 SWC1500000004.

# 3. GENERAL REQUIREMENTS:

- 3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
  - 3.1.1 On all boxes of gloves, the date of manufacture shall be clearly indicated by month and year, as a readily visible marking on the 100 count boxes of gloves. A three digit marking to indicate the Julian Day of the year is not sufficient to indicate the month of manufacture. The date of manufacture shall be a separate marking and NOT accomplished within the lot number marking.

# 3.1.2 Vinyl Examination gloves (powdered)

- 3.1.2.1 Vinyl examination gloves (powdered) must be vinyl, seamless with a beaded cuff, ambidextrous, medical grade and powdered.
- 3.1.2.2 Vinyl examination gloves (powdered) must have a .08mm minimum thickness.
- 3.1.2.3 Vinyl examination gloves (powdered) should be non-sterile.
- 3.1.2.4 Vinyl Examination gloves (powdered) must be packaged in boxes of 100 gloves. Sizes small, medium, large and X-large must be available.

# 3.1.3 Vinyl Examination gloves (Powder Free)

- 3.1.3.1 Vinyl examination gloves (powder free) must be vinyl, seamless with a beaded cuff, ambidextrous, medical grade and powder free.
- 3.1.3.2 Vinyl examination gloves (powder free) must have a .08mm minimum thickness.
- 3.1.3.3 Vinyl examination gloves (powder free) should be non-sterile.
- 3.1.3.4 Vinyl Examination gloves (powder free) must be packaged in boxes of 100 gloves. Sizes small, medium, large and X-large must be available.

# 3.1.4 Latex Examination Gloves (Powder Free, Smooth Finish)

- 3.1.4.1 Latex examination gloves (powder free, smooth finish) must be made from natural rubber latex, seamless with a beaded cuff, ambidextrous, medical grade, powder free, chlorine free and smooth finish.
- 3.1.4.2 Latex examination gloves (powder free, smooth finish) must have a .15 mm minimum thickness.
- 3.1.4.3 Latex examination gloves (powder free, smooth finish) should be non-sterile.
- 3.1.4.4 Latex examination gloves (powder free, smooth finish) must be packaged in boxes of 100 gloves. Sizes small, medium, large and X-large must be available.

# 3.1.5 Latex Examination Gloves (Powder Free, Texture Grip)

- 3.1.5.1 Latex examination gloves (powder free, texture grip) must be made from natural rubber latex, seamless with a beaded cuff, ambidextrous, medical grade, powder free, chlorine free and have a texture grip.
- 3.1.5.2 Latex examination gloves (powder free, texture grip) must have a .15 mm minimum thickness.
- 3.1.5.3 Latex examination gloves (powder free, texture grip) should be non-sterile.
- 3.1.5.4 Latex examination gloves (powder free, texture grip) must be packaged in boxes of 100 gloves. Sizes small, medium, large and X-large must be available.

#### 3.1.6 Nitrile Examination Gloves (Powder Free, Texture Grip)

- 3.1.6.1 Nitrile examination gloves (powder free, texture grip) must be made from nitrile rubber, seamless with a beaded cuff, ambidextrous, medical grade, powder free, chlorine free and have a texture grip.
- 3.1.6.2 Nitrile examination gloves (powder free, texture grip) must have a 4 mil minimum thickness.

- 3.1.6.3 Nitrile examination gloves (powder free, texture grip) should be non-sterile.
- 3.1.6.4 Nitrile examination gloves (powder free, texture grip) must be packaged in boxes of 100 gloves. Sizes small, medium, large and X-large must be available.

#### 3.1.7 Nitrile Examination Gloves (Powder Free, Smooth Finish)

- 3.1.7.1 Nitrile examination gloves (powder free, smooth finish) must be made from nitrile rubber, seamless with a beaded cuff, ambidextrous, medical grade, powder free, chlorine free and have a smooth finish.
- 3.1.7.2 Nitrile examination gloves (powder free, smooth finish) must have a 4 mil minimum thickness.
- 3.1.7.3 Nitrile examination gloves (powder free, smooth finish) should be non-sterile.
- 3.1.7.4 Nitrile examination gloves (powder free, smooth finish) must be packaged in boxes of 100 gloves. Sizes small, medium, large and X-large must be available.

# 3.1.8 Polyethylene Disposable Gloves

- 3.1.8.1 Polyethylene disposable gloves must comply with the provisions of the Federal Food, Drug and Cosmetic Act (FFDCA). Gloves must be foodservice grade.
- 3.1.8.2 Polyethylene disposable gloves must be made from clear, low or high density polyethylene (HDPE or LDPE).
- 3.1.8.3 Polyethylene disposable gloves must be powder free/sulfur free, and ambidextrous.
- 3.1.8.4 Polyethylene disposable gloves must be packaged in boxes of 100 gloves. Sizes medium and large must be available

#### 4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. Evaluation will be based on the total bid, as shown in the pricing pages. These totals are based on box price and are for evaluation only. Once an award is made, ordering will be based on case prices. The minimum order will be one case. Each case shall not exceed 12 boxes.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by providing the case price, quantity of boxes in each case, box price, total line cost and total bid. In the event that there is a discrepancy between case price, box price or pricing entered into the VSS system, the Purchasing Division will use the Case price as it is entered into the Pricing Pages.

Vendor should provide the Manufacturer Name and Manufacturer Part Number on the pricing page. The Manufacturer part number should be the part number for a box of 100 gloves (not the case or individual glove). Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the attached Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Misty.M.Delong@wv.gov

#### 5. ORDERING AND PAYMENT:

- 5.1 Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

# 6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within fourteen (14) calendar days after orders are received. Vendor shall deliver emergency orders within seven (7) calendar days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

# REQUEST FOR QUOTATION CRFQ 0212 SWC1500000004 Exam, Nonsurgical Gloves

- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
  - Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

#### 7. VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
  - 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
  - 7.1.2 Failure to comply with other specifications and requirements contained herein.
  - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 7.1.4 Failure to remedy deficient performance upon request.

# REQUEST FOR QUOTATION CRFQ 0212 SWC1500000004 Exam, Nonsurgical Gloves

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

#### 8. MISCELLANEOUS:

- 8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Abraham Jeremias	
<b>Telephone Number:</b> 845-457-2700	
Fax Number: 845-457-1927	
Email Address: Interboro@frontiernet.net	

#### **Exhibit A - Pricing Pages**

THE RESIDENCE	mmodity Code	Item Description	Extended Description	Manufacturer Name	Manufacturer Part Number (Use box part number)	Unit of Measure	Case Price	Quantity of 100 count boxes in each case (maximum 12 boxes)	Box Price	Estimated Quantity of	
4213		Vinyl Examination Gloves (Powdered) Small	Vinyl examination gloves (powdered) must be vinyl, seamless with a beaded cuff, ambidextrous, medical grade and powdered. Minimum .08 mm thickness, Non-sterile, 100 count box, size small	FoodHandler		CASE				Boxes	Total Line Cost
4213		Vinyl Examination Gloves (Powdered) Medium	Vinyl examination gloves (powdered) must be vinyl, seamless with a beaded cuff, ambidextrous, medical grade and powdered. Minimum .08 mm thickness, Non-sterile, 100 count box, size medium	FoodHandler	FoodHandler-Sm-VG-E FoodHandler-Med-VG-E	CASE		We will only ship this item 10  We will only ship this item 10	#VALUE!	20	#VALUE!
4213	2203	Vinyl Examination Gloves (Powdered) Large	Vinyl examination gloves (powdered) must be vinyl, seamless with a beaded cuff, ambidextrous, medical grade and powdered. Minimum .08 mm thickness, Non-sterile, 100 count box, size large	Med Pride	Med Pride-Lrg-VG-E	CASE		We will only ship this item 10	#VALUE!	30	#VALUE!
4213	2203	Vinyl Examination Gloves (Powdered) X Large	Vinyl examination gloves (powdered) must be vinyl, seamless with a beaded cuff, ambidextrous, medical grade and powdered. Minimum .08 mm thickness, Non-sterile, 100 count box, size X-large	Med Pride	Med Pride-X-Large-VG-E	CASE		We will only ship this item 10	#VALUE!	20	#VALUE!
4213	2203	Vinyl Examination Gloves (Powder Free) Small	Vinyl examination gloves (powder free) must be vinyl, seamless with a beaded cuff, ambidextrous, medical grade and powder free. Minimum .08 mm thickness, Non-sterile, 100 count box, size small	Med Pride	Med Pride-Sm-VPFG-E	CASE	\$22.50	We will only ship this item 10	#VALUE!	630	#VALUE!
4213	2203	Vinyl Examination Gloves (Powder Free) Medium	Vinyl examination gloves (powder free) must be vinyl, seamless with a beaded cuff, ambidextrous, medical grade and powder free. Minimum .08 mm thickness, Non-sterile, 100 count box, size medium	Med Pride	Med Pride-Med-VPFG-E	CASE	\$22.50	We will only ship this item 10	#VALUE!	3,120	#VALUE!
4213		Vinyl Examination Gloves (Powder Free) Large	Vinyl examination gloves (powder free) must be vinyl, seamless with a beaded cuff, ambidextrous, medical grade and powder free. Minimum .08 mm thickness, Non-sterile, 100 count box, size large	Med Pride	Med Pride-Lrg-VPFG-E	CASE		We will only ship this item 1(	#VALUE!	2,670	#VALUE!
4213	2203	Vinyl Examination Gloves (Powder Free) X-Large	Vinyl examination gloves (powder free) must be vinyl, seamless with a beaded cuff, ambidextrous, medical grade and powder free. Minimum .08 mm thickness, Non-sterile, 100 count box, size X-large	Med Pride	Med Pride-X-Large-VPFG-E	CASE	\$22.50	We will only ship this item 10	#VALUE!	6,705	#VALUE!
4213	2203	Latex Examination Gloves (Powder Free, Smooth) Small	Latex examination gloves (powder free, smooth finish) must be made from natural rubber latex, seamless with a beaded cuff, ambidextrous, medical grade, powder free, chlorine free and smooth finish. Minimum .15mm thickness, non-sterile, 100 count box, size small	Med Pride	Med Pride-Sm-LPFG-E	CASE	\$34.50	We will only ship this item 10	#VALUEI	820	#VALUE!
4213;	2203	Latex Examination Gloves (Powder Free, Smooth) Medium	Latex examination gloves (powder free, smooth finish) must be made from natural rubber latex, seamless with a beaded cuff, ambidextrous, medical grade, powder free, chlorine free and smooth finish. Minimum .15mm thickness, non-sterile, 100 count box, size medium	Med Pride	Med Pride-Med-LPFG-E	CASE	\$34.50	We will only ship this item 1(	#VALUE!	5,145	#VALUE!
4213	2203	Latex Examination Gloves (Powder Free, Smooth) Large	Latex examination gloves (powder free, smooth finish) must be made from natural rubber latex, seamless with a beaded cuff, ambidextrous, medical grade, powder free, chlorine free and smooth finish. Minimum .15mm thickness, non-sterile, 100 count box, size large	Med Pride	Med Pride-Lrg-LPFG-E	CASE	\$34.50	We will only ship this item 1(	#VALUE!	8,511	#VALUE!
4213	2203	Latex Examination Gloves (Powder Free, Smooth) X-Large	Latex examination gloves (powder free, smooth finish) must be made from natural rubber latex, seamless with a beaded cuff, ambidextrous, medical grade, powder free, chlorine free and smooth finish. Minimum .15mm thickness, non-sterile, 100 count box, size X-large	Med Pride	Med Pride-X-Large-LPFG-E	CASE	\$34.50	We will only ship this item 1(	#VALUE!	6,740	#VALUE!
4213	2203	Latex Examination Gloves (Powder Free, Textured) Small	Latex examination gloves (powder free, texture grip) must be made from natural rubber latex, seamless with a beaded cuff, ambidextrous, medical grade, powder free, chlorine free and have a texture grip.  Minimum .15mm thickness, non-sterile, 100 count box, size small	Med Pride	Med Pride-Sm-LPFG-E	CASE	\$35.50	We will only ship this item 10	#VALUEI	735	#VALUE!
42133	2203	Latex Examination Gloves (Powder Free, Textured) Medium	Latex examination gloves (powder free, texture grip) must be made from natural rubber latex, seamless with a beaded cuff, ambidextrous, medical grade, powder free, chlorine free and have a texture grip.  Minimum .15mm thickness, non-sterile, 100 count box, size medium	Med Pride	Med Pride-Med-LPFG-E	CASE	\$35.50	We will only ship this item 10	#VALUE!	1,890	#VALUE!



#### **Exhibit A - Pricing Pages**

ine	Commodity Code	Item Description	Extended Description	Manufacturer Name	Manufacturer Part Number (Use box part number)	Unit of Measure	Case Price	Quantity of 100 count boxes in each case (maximum 12 boxes)	Box Price	Estimated Quantity of Boxes	Total Line Cost
5	42132203	Latex Examination Gloves (Powder Free, Textured) Large	Latex examination gloves (powder free, texture grip) must be made from natural rubber latex, seamless with a beaded cuff, ambidextrous, medical grade, powder free, chlorine free and have a texture grip.  Minimum .15mm thickness, non-sterile, 100 count box, size large	Med Pride	Med Pride-Lrg-LPFG-E	CASE	\$35.50	We will only ship this item 10	#VALUE!	2,020	#VALUE!
5	42132203	Latex Examination Gloves (Powder Free, Textured) X-Large	Latex examination gloves (powder free, texture grip) must be made from natural rubber latex, seamless with a beaded cuff, ambidextrous, medical grade, powder free, chlorine free and have a texture grip.  Minimum .15mm thickness, non-sterile, 100 count box, size X-large	Med Pride	Med Pride-X-Large-LPFG-E	CASE	\$35.50	We will only ship this item 10	#VALUE!	890	#VALUEI
,	42132203	Nitrile Examination Gloves (Powder Free, Textured) Small	Nitrile examination gloves (powder free, texture grip) must be made from nitrile rubber, seamless with a beaded cuff, ambidextrous, medical grade, powder free, chlorine free and have a texture grip. Minimum 4 mil thickness, non-sterile, 100 count box, size small	Med Handler	Med Handler-Sm-NPFG-E	CASE		We will only ship this item 10	#VALUE!	20	#VALUE!
3	42132203	Nitrile Examination Gloves (Powder Free, Textured) Medium	Nitrile examination gloves (powder free, textured) must be made from nitrile rubber, seamless with a beaded cuff, ambidextrous, medical grade, powder free, chlorine free and have a texture grip. Minimum 4 mil thickness, non-sterile, 100 count box, size medium	Aurelia	Aurelia-Med-NPFG-E						
STATE PARTY	42132203	Nitrile Examination Gloves (Powder Free, Textured) Large	Nitrile examination gloves (powder free, texture grip) must be made from nitrile rubber, seamless with a beaded cuff, ambidextrous, medical grade, powder free, chlorine free and have a texture grip.			CASE	\$33.00	We will only ship this item 10	#VALUE!	20	#VALUE!
New section	42132203	Nitrile Examination Gloves (Powder Free, Textured) X-Large	Minimum 4 mil thickness, non-sterile, 100 count box, size large Nitrile examination gloves (powder free, texture grip) must be made from nitrile rubber, seamless with a beaded cuff, ambidextrous, medical grade, powder free, chlorine free and have a texture grip. Minimum 4 mil thickness, non-sterile, 100 count box, size X-large	Aurelia	Aurelia-Lrg-NPFG-E  Aurelia-X-Large-NPFG-E	CASE		We will only ship this item 10  We will only ship this item 10	#VALUE!	1,654	#VALUE!
STATE STATE	42132203	Nitrile Examination Gloves (Powder Free, Smooth) Small	Nitrile examination gloves (powder free, smooth finish) must be made from nitrile rubber, seamless with a beaded cuff, ambidextrous, medical grade, powder free, chlorine free and have a smooth finish.  Minimum 4 mil thickness, non-sterile, 100 count box, size small	Med Handler	Med Handler-Sm-NPFG-E	CASE		We will only ship this item 10	#VALUE!	1,920	#VALUE!
	42132203	Nitrile Examination Gloves (Powder Free, Smooth) Medium	Nitrile examination gloves (powder free, smooth finish) must be made from nitrile rubber, seamless with a beaded cuff, ambidextrous, medical grade, powder free, chlorine free and have a smooth finish.  Minimum 4 mil thickness, non-sterile, 100 count box, size medium	Aurelia	Aurelia-Med-NPFG-E	CASE		We will only ship this item 10	#VALUE!	4.851	#VALUE!
	42132203	Nitrile Examination Gloves (Powder Free, Smooth) Large	Nitrile examination gloves (powder free, smooth finish) must be made from nitrile rubber, seamless with a beaded cuff, ambidextrous, medical grade, powder free, chlorine free and have a smooth finish.  Minimum 4 mil thickness, non-sterile, 100 count box, size large	Aurelia	Aurelia-Lrg-NPFG-E	CASE		We will only ship this item 10	#VALUE!	3,126	#VALUE!
	42132203	Nitrile Examination Gloves (Powder Free, Smooth) X-Large	Nitrile examination gloves (powder free, smooth finish) must be made from nitrile rubber, seamless with a beaded cuff, ambidextrous, medical grade, powder free, chlorine free and have a smooth finish.  Minimum 4 mil thickness, non-sterile, 100 count box, size X-large	Aurelia	Aurelia-X-Large-NPFG-E	CASE		We will only ship this item 10	#VALUE!	2,313	
	42132203	Polyethylene Disposable Gloves Medium	Polyethylene disposable gloves must be made from clear, polyethylene (low or high density), disposable, powder free, sulfur free, and ambidextrous, 100 count box, size medium	Latex Sales	INT-Med-PG	CASE		We will only ship this item 10	#VALUE!	2,313	#VALUE!
4	42132203	Polyethylene Disposable Gloves Large	Polyethylene disposable gloves must be made from clear, polyethylene (low or high density), disposable, powder free, sulfur free, and ambidextrous, 100 count box, size large	Latex Sales	INT-Lrg-PG	CASE		We will only ship this item 10	#VALUE!	108	#VALUE!
						Marie 16		Sing Sing Citis (Cell) 14	WALLET.	TOTAL BID	#VALUE!

Vendor should complete these Pricing Pages by providing the case price, and number of 100 count boxes in each case. The box price is equal to the case price divided by the number of 100 count boxes in each case. The total cost is calculated by multiplying the box price by the estimated quantity of boxes. Total bid should equal the sum of each line's "Total Cost."

Vendor should provide the Manufacturer Name and Manufacturer Part Number. Manufacturer Part Number should be the box part number, not the case part number or the individual glove part number. Price shall include all costs (shipping, packaging, etc.) for each case.

RFQ No.	SWC1500000004
THE GETTO.	

# STATE OF WEST VIRGINIA Purchasing Division

# **PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

#### **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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

#### WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Interboro Packaging Corp.	
Authorized Signature:	Date: 9/15/14
State of New York	
County of Orange , to-wit:	
Taken, subscribed, and sworn to before me this 15th d	ay of <u>September</u> , 20 <u>14</u> .
My Commission expires	, 20
AFFIX SEAL HERE	NOTARY PUBLIC Donna J. O' Merr

Purchasing Affidavit (Revised 07/01/2012)

DONNA J. O'MARA

Notary Public, State of New York

Qualified in Orange County

Registration No. 010M6133846

Commission Expires September 19, 20

Date: 9/15/14

# 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 Vendor Preference, if applicable.

Application is made for 2.5% vendor preference for the reason checked:

Bidder is a partnership business continuously ownership interest of maintained its head of preceding the date of Bidder is a nonresider and which has maintained	o, association or corporation resident vendor and has maintained its headquarters or principal place of y in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the Bidder is held by another individual, partnership, association or corporation resident vendor who has uarters or principal place of business continuously in West Virginia for four (4) years immediately
2. Application is made Bidder is a resident working on the project	e for 2.5% vendor preference for the reason checked: rendor who certifies that, during the life of the contract, on average at least 75% of the employees t being bid are residents of West Virginia who have resided in the state continuously for the two years ag submission of this bid; or,
Bidder is a nonreside affiliate or subsidiary minimum of one hund employees or Bidder	e for 2.5% vendor preference for the reason checked:  nt vendor employing a minimum of one hundred state residents or is a nonresident vendor with an which maintains its headquarters or principal place of business within West Virginia employing a dred state residents who certifies that, during the life of the contract, on average at least 75% of the saffiliate's or subsidiary's employees are residents of West Virginia who have resided in the state wo years immediately preceding submission of this bid; or,
4. Application is made Bidder meets either the	for 5% vendor preference for the reason checked: ne requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
Bidder is an individual	for 3.5% vendor preference who is a veteran for the reason checked: resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard Vest Virginia continuously for the four years immediately preceding the date on which the bid is
Bidder is a resident version purposes of producing continuously over the	for 3.5% vendor preference who is a veteran for the reason checked: endor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for g or distributing the commodities or completing the project which is the subject of the vendor's bid and entire term of the project, on average at least seventy-five percent of the vendor's employees are ginia who have resided in the state continuously for the two immediately preceding years.
dance with West Vir	for preference as a non-resident small, women- and minority-owned business, in accor- ginia Code §5A-3-59 and West Virginia Code of State Rules. pects to be approved prior to contract award by the Purchasing Division as a certified small, women- usiness.
requirements for such preferer against such Bidder in an amo	retary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nce, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty unt not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency alance on the contract or purchase order.
authorizes the Department of R	e, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and evenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid rovided that such information does not contain the amounts of taxes paid nor any other information oner to be confidential.
and accurate in all respects	e swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true; and that if a contract is issued to Bidder and if anything contained within this certificate the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder: Interboro Packagir	ng Corp. Signed: Ruft Jackly

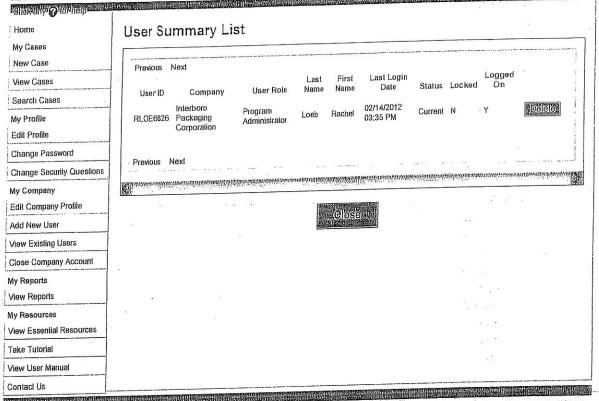
Title: Secretary





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U.S. Clüzenship and Immigration Services - www.uscis.gov

Accessibility Download Viewers





Welcome Rachel Loeb User ID RLOE6626 Last Login 12:35 PM - 02/08/2012

Log Out

Home	Company Informatio	n ···			
My Cases New Case	1				
View Cases	Company Name:	Interboro Packaging Corporation	ı	//////////////////////////////////////	
Search Cases	Company ID Number:	280227			-
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NAICS Code:

453 - MISCELLANEOUS STORE RETAILERS

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S. Department of Homeland Security - www.dhs.gov U.S. Citizenship and Immigration Services - www.uscis.gov

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JON & GORRINE Convenior



Viginin Hauer Chief Exaculive Officer/Secretary

# CERTIFIED

By the

NEW JERSEY COMMERCE & ECONOMIC GROWTH COMMISSION

OPPICE OF DEVELOPMENT FOR SMALL BUSINESS

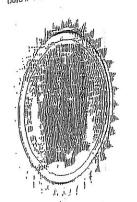
AND WOMEN AND MINORITY BUSINESSES

ander the

UNIPLED CERTIFICATION ACT

This certificult admowledges INTERBORO PACKAGING CORPORATION is a WBL owned and company, which has med the criteria established by New WBL owned and company, which has med the criteria established by New WBL owned and company, which has med the criteria established by New WBL owned and company, which has med the criteria established by New WBL owned and company, which has med the criteria established by New WBL owned and company.

This certification will remain in effect for one year from this date of this notice. Not more than 20 days before or 10 days after the expiration of this initial certification notice you must submit an Annual Vertication Statement attesting that the ownership and control of this certification is granted, has not changed. This office must be the business, on which this certification is granted, has not changed. This office must be notified within 20 days of any-material changes in the business which affect ownership notified within 20 days of any-material changes in the business which affect ownership notified within 20 days of any-material changes in the business which affect ownership notified within 20 days of any-material changes in the business which affect ownership and control of this certification. The period of 5 years, Please reference the certification number Certification Application for a period of 5 years. Please reference the certification number below on all carespondence directed to this office.



Politican To the more that they

Nina E. Moseley Director

Certificate Number: 25822-15

1881100: -Murchy 2006

-Expirations -March 1, 2114



May 7, 2014

File ID: 46266

Mrs. Edith Jeremias Interboro Packaging Corporation 114 Bracken Road Montgomery, NY 12549

Dear Mrs. Edith Jeremias:

The New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) has determined that your firm, Interboro Packaging Corporation, continues to meet eligibility requirements for re-certification, pursuant to Executive Law, Article 15-A and 5NYCRR Section 140 through 145 of the Regulations.

Therefore, we are pleased to inform you that your firm, has once again, been granted status as a **Women Business**Enterprise (WBE). Your business will continue to be listed in the State's Directory of Certified Businesses with codes listed on the following page.

This Certification remains in effect for a period of generally three (3) years from the date of this letter or until such time as you are selected again, by this office for re-certification. Any changes in your company that affect ownership, managerial and/or operational control, must be reported to this Office within thirty (30) days of such changes; including changes to company name, business address, telephone numbers, principal products/services and bonding capacity.

The Certification status is not intended to imply that New-York State guarantees-your company's capability to perform on contracts, nor does it imply that your company is guaranteed any State business.

Thank you for your cooperation. On behalf of the State of New York, I wish you luck in your business endeavors, particularly those involving State agencies.

Yours sincerely,

Scott Munson

Director of Certification

# South Central Texas Regional Certification Agency of Bexar County, Texas hereby duly affirms that:

# Interboro Packaging Corp.

has successfully met the established requirements of SCTRCA's Business Enterprise Certification Program to be

# Certified NAICS Codes:

NAICS-326111: PLASTICS BAG MANUFACTURING NAICS-326199: ALL OTHER PLASTICS PRODUCT MANUFACTURING

Certification Number: 212129500 Effective Date: December 7, 2012 Expiration Date: December 31, 2014



Blaine R. Mitchell Executive Director

Note: This certificate is the property of the South Central Texas Regional Certification Agency and may be revoked should the above named firm graduate from or falls to comply with SCTRCA's Business Enterprise Program. A Certification Renewal Application is required every two years.

# **COMMONWEALTH OF VIRGINIA**



# DEPARTMENT OF MINORITY BUSINESS ENTERPRISE

1111 E. Main Street, Suite 300 Richmond, VA 23219

# Interboro Packing Corporation

is a certified Small, Woman-owned Business meeting all the eligibility requirements set forth under the Code of Virginia Section 2.2-1400 et seq. and Administrative Code, 7VAC 10-21 et seq.

Certification Number: <u>010608</u> Valid Through: <u>July 17, 2015</u>

**Accordingly Certified** 

Ida Outlaw McPherson

Ida Outlaw McPherson, Director

Small,
Women and
Minority-Owned
Supplier Diversity Strengthens the Commonwealth
by the Virginia Department of Minority Business Enterprise



# Recognized by The County of Charleston

On March 28, 2008

as a

# Certified Small Business Enterprise

Interbor Packaging Corp.

Of Montgomery, NY

Çertification Number 032808-01-GS-077

Barrett J. Tolbert, SBE Program Manager

Susan J. Hogan, SBE Project Officer



## PRODUCT INFORMATION - GLOVES

Product Name: Endure® Synthetic Gloves - Lightly Powdered

Material: Acrylonitrile - butadiene - (Nitrile)

Color: Blue

Surface Treatment: Absorbable U.S.P. cornstarch powder

Allergen Content: Contains no proteins found in latex

Quality Assurance: ASTM D3578, D412, D573, D3767, D5151, D6124, D5712 - Current Good Manufacturing Practices -

ISO 9001:2000 Certified - CE Certification (Europe) - NF Certification (France) - SMG, TGA, CGSB

FDA Compliance: Complies with 21 CFR 177.2600 and the Federal Food, Drug and Cosmetic Act

Grip Pattern: Textured Fingertips

Cuff: Beaded

Packing: S

#### **Glove Dimensions:**

Glove Size	Palm Width (mm)	Palm Width (lin)	Length (mm)	Length (in)
S	85 ± 5	$3.3 \pm 0.2$	min. 240	min. 9.4
M	95 ± 5	$3.7 \pm 0.2$	min. 240	min. 9.4
L	106 ± 5	$4.1 \pm 0.2$	min. 240	min. 9.4
XL	Min. 110	$4.5 \pm 0.2$	min. 240	min. 9.4

#### Glove Thickness:

Location of Thickness Measurements	Single Wall (mm)	Single Wall (mils)
Palm	min. 0.08	min. 3.2
Fingers	min. 0.08	min. 3.2

#### Case Dimensions:

Glove/Size	Case Length (in)	Case Width (in)	Case. Height (in)
S	11.5	5	9.5625
М	11.5	5	9.5625
L	11.5	5	9.5625
XL	11.5	5	9.5625

#### Glove Physical Properties:

	Before Aging	After Aging:
Tensile Strength (MPa)	min. 14	min. 14
Elongation (%)	min. 500	min. 400

Item Number	Size	Case Pack	Total Units	Weight/Cube	High/Tile	Case/Pallet	Outer UPC Code	Inner UPC Code	
103-FHNT2	S	4/100	400	5.53/0.32	5/28	140	1 07 63256 103228	7 63256 10322 1	
103-FHNT4	М	4/100	400	6.13/0.32	5/28	140	1 07 63256 103242	7 63256 10324 5	
103-FHNT6		4/100	400	6.53/0.32	5/28	140	1 07 63256 103266	7 63256 10326 9	
103-FHNT8	XI	4/100	400	6.87/0.32	5/28	140	1 07 63256 103280	7 63256 10328 3	

Criteria :	A PAOLE AND		
Freedom From Holes	Inspection Level 7	4	
Dimensions	S-2	4	
Physical Properties	S-2	4	
Visual Inspections (Major)	S-4	4	
Visual Inspections (Minor)	S-4	4	
Powder Content	N = 2	No failures	

<sup>\*</sup> Caution : Components used in making these gloves may cause allergic reactions in some users. Follow your institution's policies for use.





PRODUCT SPECIFICATION Vinyl Exam Diaponable Glove 17001,7002,7003,7004

19 Type -- Yinyl Digposible Exam Glove, Pande: TPC DNV2P/ PPC DNV2P 1,2 Material -- Polyvinyl Chloride postereolle Grade: TPC DNV2P/ PPC DNV2P 1,2 Material -- Polyvinyl Chloride postereolle Grade: TPC DNV2P/ PPC DNV2P

1.4 Design and Deathirs—Applied from bonded culti1.5 Powder—Powder Hebring added
1.6 Storage Condition—The gloves shall million their properties when stored in a deriving manner conservation of the gloves shall million their properties when stored in a deriving manner conservation and exercise manner conservation of the gloves shall million their properties when stored in a deriving manner conservation and exercise manner conservations and exercise manner conservations and conservations and conservations are conservations. 1.6 Morage Condition -- The gloves shall maintain their properties when atored in a dry condition at temperature between 10 t 40 degrees Colsins. Protest gloves gloves gloves discover the glove. glove.

1.7 Shelf-Life - The gloves shall lave shelf-life of 5 years from the date of manufacture with the above alonge conditions.

1.8 Parking Probability of the conditions are assumed by matrix.

1.7 Emain-Life -- The gloves shall have shell he dr 5 years from the cotte of monungature with the above;
1.6 Packing Style -- 100 places /mox 10 Boxes/ Case measured by weight.
1.6 Packing Style -- 100 places /mox 10 Boxes/ Case measured by weight.
1.9 Size Marking -- The size of gloves shall be marked in the check box on every carton with black ink.

# SECTION II: PERFORMANCE REQUIREMENTS (Bampling Plan - 150 2839 Single Normal)

		. · (bamplit	JB 191111 2		Ornndard
	- ; - ; - ; iin			Acceptable	==Reference Standard
	"	- midfles	Inspection Level	(Snaljty, 18AR)	ASTN D5250-00 En7403-7300
	740.	- Characteristics	S2	- A10 -	LARTIN DOZDUGOD
	2.1	Dimensions	82	4.0	En466-2-001 FD: 1000WIL Test
	2.2	Physical Properties  Preedom from holes (Barriel)  Preedom from holes (Barriel)	Ol Ol	4,0	Melinga ARTM D5151-92
	2.3	(1000m) Water Leak Jeal)			EN4.55-1-00
		Vinual Colonia	01	1.0 0 mg/ glove	ASTIN DS250-00 ASTIN D6124-00
	2.4	- Mini or Vinual 196968	14=2		As: Junier practice
	2.5	Powdor Amount	<b>6</b> 2	4.0	
	2,6	Gloves Counting (Gloves per Disponner)	Not Allowed		
	2.7	Others Mix Size/Ivix Alove/Mix Inned		· ·	
- 1		Hilling			



Moderide EXAMINATION GLOVES (NON-STERILE) Codell 2001-2004

. Virgin Polyvinyl Chloride Waterial FDA 310(K), Exam. Clayer Provider

Exceeds ASTIN 167.1 for Viral Penetration Moneyterle, amount finish Lines: free, protain free, chemical accelerator free

Specially designed hand formers produce a comfortable fil Ambidextrous, bended suff Weels European Standards: EN45%-1, EN45%-2

Sizes and God #

Large Medinm Small 7.003 7.002 7001

Tensile Strength & elongation:

Botom Aping .9,0 (min) 300 (min)

Tensile Strength (Mips ) Elongation at break (%)

		19 mm		
Dimensions: (al	dimensions in mm)	Palm Thickness	Ringer Thickness	5 m. 1
Length 240(min)	Width(±5)  B M L 7/L	9.08(min) 0.08(m		
дациич,	B5 95 105 115	In Mils. 3	.5-A.5 3.5-4.5	

9.0 (min)

300 (min)

-Paller Quantily Packaging: 10/7 Cane/Prok 96 cases Weight (Hos) J.00x:10la0x=J-000 Can: Cube BMLXL Dimension 0,95cu/fl (L) x(W) x(H) 14 15 17.5 20

Storage: Store in cool place away from sunlight.

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	<u> </u>					10.37	
	4 ) (1)					0. 09±0, 03	IIVIIIVIII IIVIII
•	XS	240±10	BU L E	O.J.O. LO. D.O.			
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	ХI	246±10	J]6±6 ·	U, 102-10, 04			

11 Mps -350% -Pencile-Birongth (before & after accilerated)
-Pelongation (before & aft accelerated aging) AOL 1.5(1000 ml water-leak test)

Ambidextrous-fits other hand

Pro-powdered and powder-free available

Boaded cuff

PRODUCT SPECIFICATION Powder Pire: Vinyl Exam Diapanals Glave 17001,7002,7003,7004

- 1.1 Type Yiny) Dinpostible Exami Clave, Rowder Free, Mon-storile, PVC 1.2 Mittelial -- Polyvinyl Chilgride pusteredili: Ande: FPC DNV2P/ PPC DNV2P

- 1.4 Degign and positive Ambidektrons banded city.

  1.5 Powder NO powder lubricand added

  1.6 Storage Condition The gloves shall milliam their properties when according a varieties a grante. Consequing the city of the degree condition and accidence accidence and accidence and accidence and accidence and accidence and accidence accidence and accidence and accidence accidence accidence and accidence accidence accidence accidence accidence accidence and accidence acci
- 1.0 Extrage Condition The gloves shall maintain their properties when attred in a Gry conference at comperative detween 10 to 40 degrees Colsius. Protect gloves going ulrayidal light sources, as sunlight and oxidizing agents. Copper ions discotor the above glove.

  1.7 Shoft-life -- The gloves shall love shell from money and mainted by mainted by mainted the short of Rayand from money and mainted to mainted the short of Rayand from money and mainted to mainted the short of Rayand from money and mainted to mainted the short of Rayand from money and mainted to mainted the short of Rayand from money and mainted the short of Rayand from money and mainted the short of Rayand from money and the short of Rayand from the s
- Lise Theosured by Weight.

  1.0 Charles July Dises 700): 10 Dises Theosured by Weight.

  1.19 Size Mayling -- The size of gloves shall be marked in the check box on every carton with black ink.

# BECTION 11: PERFORMANCE REQUIREMENTS (Sampling Plan - 150 2239 Single Normal)

	יוקוחמט)			en Standard
	CONTROL STATE OF THE STATE OF T			==Reference Standard
		Inspection Level	Acceptable (analta) 1848	ASTIM D525()+00
140.	Characteriotics	\$2		En485-2-00 4.5TM D5250-00
2.1	Dimensions	82	4,0	En466-2-00 FD4. 10001/11 Tes
2.2	Phythen Properties	(d)	4,0	1/18 Mpd 6 RTM D5151-92
2.3	Preedom from holes(Barriel) (1000ml Water Leat: Test)	14		EN455-1-00 In-house practice
	Vinual Cretegic	01	10 mg/ glove	ABTM D5254-00 ABTM D6124-00
2.4	- Maior Vinna Dista	71=2		Jan-Jonnac blacking
2.5	POWLO AMOUN	<u> </u>	4.0	
2,6	(Glave: per Dispannel)	Not Allowed		
2.7	Others Mix Size/ Mix Alove/Mix			
	hand			



ModPride VINYL POWDER PREE EXAMINATION GLOVES (NON-STERILE) Godell 2001-2004

FDA 318(K), Exam. Gloves Power Free

Firgin Polyvinyl Chloride Waterial

Exceeds ASTN 1671 for Viral Penetration Nonresterile, amouth finish Linex fact, protoin free, chemical accelerator free

Weets European Standards:

EN455-1, EN455-2

Ambidextrous, bended suff

Specially designed hand formers produce a comfortable fil

Sizes and God #

Medium Small 7.002

7001

Tensile Strength & elongotion:

.9,0 (min)

9,0 (min)

Tenalle Strength (Mpa)

300 (min)

300 (min)

Elongation at break (%)

Dimensions: (all dimensions in 1919)	Pairs Thickness Hinger Thic	kn988
	1.08(min) 0.08(min)	· · · · · · · · · · · · · · · · · · ·
240(min) B W D 72	In MHs. 3.5-4.5 3.5	5-4.5

Packaging:

-Pallet Quantity

Weight(Ibs) Com: Cube

10/7

Dimension

EM L XL 0,95cu/fi

Case/Pack J.00×10la0x=J-000

96 cases

(L) x(W) x(H)

14 15 17.5 20

Shorage: Store in cool place away from sunlight.

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11.2				12	· · · · · · · · · · · · · · · · · · ·	*

11 Mps -330% —Fencile-Birongth(before & after accilerated) -Elongation (before & afraccelerate) uging)

AQL 1.5(1000 ml water-leak test) Pin Mole

Ambidextrous-fits alther hand

Pre-powdered and powder-free available

Hoaded cuff

AHM SUHNi

# Specification Sheet

# Med Pride-

Latex Powder Free Exam Gloves

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	iove Langui (mm)
(Clave Triolness - Gligde Wall (mm) (CSTM 1955/8-03	
GUF Thickness (25hm from bead)	0,10 - 0,11
Guff Thickness (25inm from Deau)	CONTROL OF THE PROPERTY OF THE
	<b>一种一种一种一种一种一种一种一种一种一种一种一种一种一种一种一种一种一种一种</b>
Min. 0.08	0.14 - 0.16
Finger Thickness (13mm from tip) Min. 0.08	State strenger east, or a separation of

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Milw.18 21 24 94H/.14
Tansile Strength, 1917d
Modern Brown and Company (1997)

A STATE DE COSSIDER CONTROL DE CO	
Max: 50jig/dm <sup>2</sup>	
St. 15. 15. 15. 15. 15. 15. 15. 15. 15. 15	

# Durysical Prince Personal Control Person

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Visual Inspection • Minor Defetts	
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Powder Free Residue	

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# MATERIAL SAFETY DATA SHEET

# Explorer Latex Powder Free Exam Gloves

# Physical Data- Composition

NAME OF THE PARTY	95.0 - 98.0%
Natural Rubber Latex	0.01 - 0.20%
Ammonium Laurate	0.80 - 1.00%
Lowinox CPL	0.10 - 0.20%
Teric 320	0.35 - 0.60%
Zinc Oxide ZDEC (Zinc diethyldithlocarbamate)	0.20 - 0,80%
ZDEC (Zinc dietriylutriocarbemate) ZDMC (Zinc dimethyldithiocarbemate)	0.10 - 0.50%
ZDBC (Zinc dibulyIdithlocarbamate)	0.10
	0.60 - 1.30%
Sulphur	0.50 - 0.80%
Titanium Dioxide Potassium Hydroxide	0.50 - 0.80%

Small amount of a mold release lubricant is used. It is used as a lubricant on gloves to facilitate stripping from the formers. Most of the calcium carbonate is removed from the gloves during the chlorination washing process.

Product: Schaefer Precarb

Chemical Name: Precipitated Calcium Carbonate CAS# 471-34-1

Manufacturer; Schaefer Honaik

Fire & Explosion

Stability: Stable, Material will not support combustion.

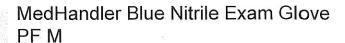
Extinguishing Media: Foam, Carbon Dioxide, Dry Powder, Water Spray

This product contains natural rubber latex which may cause allergic reactions. Other components used in making gloves may also cause allergic reactions in some individuals. If user or a patient are allergic to latex or experience any discomfort, discontinue use immediately and consult with a physician.

Do not reuse gloves. Good quality exam gloves provide an excellent blological barrier. They are not intended for use as a chemical barrier.

Store in original packing in a cool, dry and well ventilated area, away from dust, sunlight, moisture, X-ray, and excessive heat above 100°F (37°C).

Tten # 17 & 21



FoodHandler Website

Manufacturer: FoodHandler

UPC: 763256035140

Manufacturer Item Number: 103-514

GTIN: 10763256035147

Click Here to Visit Our Website

Do you manufacture or supply this product? Learn how to get leads and increase your visibility on Anything4Restaurants.com

Click here to learn more!

Like Be the first of your friends to like this.

# Marketing Description:

MedHandler Blue Nitrile Exam-Grade Glove PF Medium

#### Additional Information:

Meets or exceeds 2.5 AQL. Blue color is easily identifiable in a multi-glove environment.

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# MedHandler Nitrile **Exam-Grade Gloves**

- · Light blue color is easily identifiable in a multi-glove environment
- · No natural rubber latex to minimize risk of allergic reaction
- · Exceptional puncture and chemical resistance



#### **NITRILE**

JobSelect® Comfort Nitrile Gloves (/products/details?product=JobSelect %C2%AE+Comfort+Nitrile+Gloves&pid

- Pebble texturing provides excellent wet and dry grip
- Meets or exceeds 1.5
   Accepted Quality Level (AQL)
- Excellent protection against biological contaminants
- More puncture resistance than latex or vinyl gloves
- · Comfortable form fitting
- 510k approved for medical use
- Meets and exceeds ASTM and FDA examination glove standards
- Fully complies with FDA Rule 177.2600 for food contact
- Compliant with FFDCA standards for use in foodservice

#### **REQUEST SAMPLES >**

(/contact-us)

#### PRODUCT SPECS

ITEM#	SIZE	DESCRIPTION	CASE PACK	TOTAL UNITS
MedHand	ler® Ni	trile Powder Free Gloves	ar ann an Airmeire ann an Airm	
103-512	S	MedHandler® Nitrile Powder Free Gloves	10/200	2000
103-514	М	MedHandler® Nitrile Powder Free Gloves	10/200	2000
103-516	L	MedHandler® Nitrile Powder Free Gloves	10/200	2000
103-518	XL	MedHandler® Nitrile Powder Free Gloves	10/200	2000



Formflex Nitrile Gloves (/products /details?product=Formflex+Nitrile+Glopid=43)



Glove Retail Packs (/products /details?product=Glove+Retail+Packs+{ pid=43)



JobSelect® Black Nitrile Gloves (/produ

# Protégé)

Introducing Aurelia® Protégé™ stretch nitrile exam gloves. The comfort and fit of latex, without the possible allergic reaction. It's so stretchy that your long hours seem to fly by. And you won't believe the sensitivity from such a durable, yet lightweight glove. With the new, ergonomic Protégé, you can work smarter not harder.



Improved Protection
Amazing Comfort





# **Product Description**

Aurelia\* Protégé\* stretch nitrile powder free examination gloves are made from 100% nitrile, ambidextrous, sky blue color and non-sterile. Each batch of gloves is air-tested to detect pinholes. Aurelia gloves conform and are tested to the highest international standards. For more information, visit www.aureliagloves.com

- 100% Latex Free, non-latex allergenic (Worry Free, Latex Free)
- Enhanced nitrile f\u00f6rmulation rivals latex comfort and ergonomics
- Fingertip-textured finish for precise gripping
- Greater chemical resistance compared to other materials
- Ambidextrous
- Non-Sterile, Single-Use
- 100 Gloves per Box\*



# Aurelia® Protégé™ Specifications

	, , , , , , , , , , , , , , , , , , , ,			
TENSILE  STEP STATE STAT	E TEST RESULTS (unaqied) Strengili (uPa) Letongattoriati 36.1 670 35.0 080	Medium  Extro Lego  TASHMIDGO 1900	AGED TENSILE TEST RESULTS (7 D TENSILE Strength (WPA)/El 34.2 33.4	nys et 70° Cl ingatorizatibreak((V)) 635 610
STANDS COLOR	ukemtti (molies)	DIMENSIONS MAIdHI (Introb)	Tijoinessi(Si (Paini(Mile))	igle:(Wils) Finger:(Wils)
Small /wrolin Protégé ASTM D6319-D0a	9.5 minimum 9.1 minimum	3.5 ± 0.08 3.2 ± 0.4	4.0 ± 1.2 2.0 minimum	5.2 ± 1.2 2.0 minimum
DESIMEOUTOREASTANTIS AND THE STATE OF THE ST				5.2 ± 1.2
Large Awrelia Protègé ASTM 06319-00a	9.5 minimum 9.1 minimum	4.1 ± 0.00 4.1 ± 0.4	4.0 ± 1.2 2.0 minimum	2.0 minimum

# Ordering Information

To order from your preferred distributor, specify size and item number. Packing: 100 pieces per dispenser box?, 10 dispenser boxes per shipping carton.

\*Note: .Extra-Large-90.gloves.by.weight.per.carton



ITEM NUMBER

JOHN JUMBER

JUMB

Authorized Aurelia Distributor:



#### TEST REPORT

APPLICANT:

LE GREWE OTHER 版研究WAN, NY 10926 NUMBER: TFH242854

الم الله الله الله الله الله و الله

SAMPLE DESCRIPTION:

TWENTY-TWO (22) PIECES OF SUBMITTED SAMPLE SAID TO BE :

TTEM NAME : - LDPE GLOVE.

- HDPE GLOVE.

- LDPE APRON.

- LDPE SHOWER CAP.

- LDPE OVERSLEEVE.

- LDPE RAINCOAT.

COUNTRY OF ORIGIN : CHINA.

TESTS CONDUCTED:

AS REQUESTED BY THE APPLICANT, FOR DETAILS REFER TO ATTACHED PAGE (S)

CONCLUSION:

TESTED SAMPLES

SUBMITTED SAMPLES

STANDARD

EUROPEAN COUNCIL DIRECTIVE

89/686/EEC PERSONAL PROTECTIVE

EQUIPMENT

SEE

ATTAC HED

PAGE:5

TESTED COMPONENTS OF

SUBMITTED SAMPLES

EUROPEAN COUNCIL DIRECTIVE

91/338/EEC FOR TOTAL CADMIDM

CONTENT

PAS5

LATEX SALES INC. 28 GROVE STREET HARRIMAN, NY 10826

PREPARED AND CHECKED BY;

FOR INTERTEK TESTING SERVICES HK LTD

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EAUL YAO ... GENERAL MANAGER

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Inlestek Testing Services Hong Kong Lid.

# LATEX SALES INC. 28 GROVE STREET HARRIMAN, NY 10926

TEST REPORT

TESTS CONDUCTED

NUMBER: TFH242854

### 1 PERSONAL PROTECTIVE EQUIPMENT DIRECTIVE (89/686/EEC)

WITH REFERENCE TO PPE (PERSONAL PROTECTIVE EQUIPMENT) IN MECTIVE (89/686/EEC), DATED 1996. THE SUBMITTED SAMPLES WERE ASSESSED, IN REGARDING THE BASIC HEALTH AND SAFETY REQUIRMMENTS (ANNEX II., PART 2.1).

RESULTS ;

#### FOR LDPE GLOVE

CLAUSE	ATTRIBUTE	ASSESSMENT
1	GENERAL REQUIREMENT APPLICABLE TO ALL PP	E
1.1	DESIGN PRINCIPALS	73
1.2	INNOCLOUSNESS OF PPE	El
1.3 .	COMFORT AND EFFICIENCY	<u>C</u> :
1.4	INFORMATION SUPPLIED BY MANUFACTURER	NC#1
2	ADDITIONAL REQUIREMENTS COMMON TO SEVERAL TYPES OF PPE	CLASSES ON
2.1	PPE INCORPORATING ADJUSTMENT SYSTEMS	NZ.
2,2	PPE 'ENCLOSING' THE PARTS OF THE BODY TO BE PROTECTED	S
2.3	PPE FOR THE FACE; EYES AND RESPIRATORY TRACTS	NA
2.4.	PPE SUBJECT TO AGEING	5
2.5	PPE WHICH MAY BE CAUGHT UP DURING USE	NA NA
	PPE FOR USE IN EXPLOSIVE ATMOSPHERE	NA
<u>_7</u>	PPE INTENDED FOR EMERGENCY USE OR RAPID INSTALLATION AND/OR REMOVAL	NA .
	PPE FOR USE IN VERY DANGEROUS SITUATION	NA NA
.9	PPE INCORPORATING COMPONENTS WHICH CAN BE ADJUSTED OR REMOVED BY THE USER	. AA
.10 T	PPE POR CONNECTION TO ANOTHER, EXTERNAL COMPLEMENTARY DEVICE	NA
11 P	PE INCORPORATING A FLUID CIRCULATION YSTEM	NA
12 P	PE BEALLING ONE OR MORE IDENTIFICATION  R RECOGNITION MARKS DIRECTLY OR  NDIRECTLY RELATING TO HEALTH AND SAFELTY	#2

LATEX SALES INC. 28 GROVE STREET 12 FIMAN, NY 10026

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# L'LATEX BALES INC. MU GROVE STREET HABRIMAN, NY 10928

#### TEST REPORT

TESTS CONDUCTED

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NUMBER: TPH242854

	ATTRIBUTE	ASSESSMENT
CLAUSE	ATTRIBUTE CAPABLE OF	NX
2.13	PPE IN THE FORM OF CLOTHING CAPABLE OF SIGNALLING THE USER'S PRESENCE VISUALLY	
	THE PRESENTATION OF THE PR	IS.N.
2.14	'MULTI-RISK' PPE ADDITIONAL REQUIREMENTS EPECIFIC TO PARTI	CULAR RISKS
3	ADDITIONAL REQUIREMENTS EFECTIVE TO THE	:NZı
3.1	PROTECTION AGAINST MECHANICAL IMPACT	iy.A.
3,2	PROTECTION AGAINST (STATIC) COMPRESSION OF PART OF THE BODY	
3,3	PROTECTION AGAINST PHYSICAL INJURY	IVA.
	(ABRASION, PERFORATION, COIS, ELIMINATION, COIS, EL	IJA.
3.4	PREVENTION OF DROWNING (LIFEJACKETS, ARMBANDS ANI) LIFESAVING SUITS)	
3.5	PROTECTION AGAINST OF THE HARMFUL	MA
	EFFECTS OF MOISE	MA .
.6	PROTECTION AGAINST HEAT AND/OR FIRE	MA
.7 .	PROTECTION AGAINST COLD	MA
.8 .	PROTECTION AGAINST ELECTRIC SHOCK	ЫA
.9	RADIATION PROTECTION	-N'A
.10	PROTECTION AGAINST DANGEROUS SUBSTANCES AND INFECTIVE AGENTS	
	SAFETY DEVICES FOR DIVING EQUIPMENT	N'A
.11	SAFETY DEVILLE FOR HIVET	,

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LATEX SALES INC. 20 GROVE STREET HARRIMAN, NY 10925

Intertek Testing Services Hong Kong Ltd.

# SOLICITATION NUMBER: CRFQ SWC15000000004 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

# Applicable Addendum Category:

I∳		Modify bid opening date and time
[	I	Modify specifications of product or service being sought
[	l	Attachment of vendor questions and responses
[	1	Attachment of pre-bid sign-in sheet
[	1	Correction of error
[ ]		Other

### Description of Modification to Solicitation:

Addendum #1 issued to extend question submission deadline and to move the bid opening for the the vendor community.

- Previous Technical Question deadline was 9/8/2014 at 5:00 PM EST.
   New Deadline for Technical Questions is 9/11/2014 on or before 12:00 AM EST.
- Previous Bid Opening was 9/17/2014 at 1:30 PM EST. New Bid Opening is 9/25/2014 at 1:30 PM EST.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# SOLICITATION NUMBER: CRFQ SWC1500000004 Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

	[	]	Modify bid opening date and time		
	[	l	Modify specifications of product or service being sought		
	[ 🗸	/	Attachment of vendor questions and responses		
	[	1	Attachment of pre-bid sign-in sheet		
	[	l	Correction of error		
	]	]	Other		
	:=:		of Modification to Solicitation:		
	To respond to technical questions submitted, via attachment.				
No	other	cha	anges.		
Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.					
Гerm	s an	d C	onditions:		

1. All provisions of the Solicitation and other addenda not modified herein shall remain in

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

full force and effect.

# Technical Questions CRFQ 0212 SWC1500000004

- 1. Do all locations have loading docks or will lift gates and inside deliveries be necessary in some instances?
  - **a.** Some locations will have loading docks. In some instances, inside deliveries will be necessary.
- 2. Please provide the <u>approximate</u> number of government facilities capable of purchasing from this contract. Is there a number AND a "complete list" of all WV locations capable of utilizing this contract?
  - a. This is a statewide contract and is available to State agencies, including but not limited to hospitals, regional jails, prisons, and political subdivisions. A list of possible buyers can be found on the West Virginia Purchasing Website http://www.state.wv.us/admin/purchase/vrc/agencyli.html
- 3. Are any WV facilities in areas considered "rural" that might result in extra charges from UPS, Fedex, etc?
  - a. Yes, please consider this in pricing.
- 4. Please confirm that alternative bids are acceptable?
  - **a.** Yes, as long as all products bid meet mandatory specifications. The criteria for award is low bid meeting mandatory specifications.
- 5. Is this bid historically awarded to one or multiple vendors?
  - **a.** The current contract was awarded to a single vendor.
- 6. Can you supply us with the award pricing and winning vendor(s) from the last bid for the gloves listed in the current bid, or the current pricing and vendors?
  - **a.** Information on the current contract can be found on the West Virginia Purchasing website (http://www.state.wv.us/admin/purchase/swc/LGLOVES.htm)
- 7. What was the brand or brand number purchased for each of the gloves?
  - **a.** See link in #6. The copy of the contract provides the brand and part numbers we currently use.

# Technical Questions CRFQ 0212 SWC1500000004

- 8. Based on past ordering history, can you tell us about how many delivery locations there are for the gloves, about how often are orders placed (monthly, quarterly, or other?) and what the average case order is?
  - **a.** See question #2 for a list of potential delivery locations. Orders are placed as needed, with a minimum order of one (1) case, as stated in the specifications.
- 9. How many prison/correctional are currently or potentially capable of ordering from this contract? These locations typically require double or triple the amount of delivery time due to increased security measures taken. Drivers can wait up to an hour to obtain clearance & UPS/Fedex charges extra fees for this service.
  - **a.** Visit the West Virginia Division of Corrections website for a list of locations. (www.wvdoc.com/wvdoc/)
- 10. As I am sure you are aware, freight plays a major role when determining price. The specifications state, "hospitals, regional jails and political subdivisions." While hospitals and jails most likely purchase in volume, what other types of "political subdivisions" order from this contract? Please elaborate and provide the "average purchase order amount." These ancillary locations scattered throughout a mountainous state can be logistical nightmare resulting in what is called "Double or Triple" Rate!
  - **a.** As stated in question 2, this is a statewide contract. There is a minimum order set by the specifications of one (1) case.
- 11. Lines 25-26; Poly gloves are normally packaged 500 gloves per box 20 boxes per case 10K gloves per case. Please verify 20 boxes per case is acceptable for these two lines.
  - **a.** Per the specifications, boxes must be 100 gloves per box, maximum of 12 boxes per case.
- 12. Please specify the weight and color of the various examination gloves per item.
  - **a.** As long as the gloves meet mandatory specifications as listed, the color and weight will not be evaluated.

# Technical Questions CRFQ 0212 SWC1500000004

## 13. Is drop shipping expected?

- a. Drop shipping is not expected.
- 14. Are all facilities going to pay via credit card? If so, please advise if all are VISA corporate cards that generally result in higher processing fees.
  - a. Please see section "34. Purchasing Card Acceptance" of the Master Terms and Conditions. The state of West Virginia currently uses a purchasing card issued by Citibank South Dakota. Further information about the purchasing card the contract is available online <a href="http://www.state.wv.us/admin/purchase/swc/PCARD.htm">http://www.state.wv.us/admin/purchase/swc/PCARD.htm</a>
- 15. Please supply us with the current pricing and vendor(s) for each of the gloves.
  - a. See question #6.
- 16. Is this bid historically awarded to one or multiple vendors?
  - a. See question #5.
- 17. Based on past ordering history, can you tell us about how many delivery locations there are for the gloves, about how often are orders placed (monthly, quarterly, or other?) and what is the average case order by some of the departments.
  - **a.** See question 8. There is a minimum order of one (1) case. Estimated order quantities have been provided in the Pricing Pages.
- 18. What is the brand or brand number currently being used for each of the gloves?
  - a. See question #7.

Nationwide Service

114 Bracken Road Montgomery, New York 12549-2600 (845) 457-2700 Fax (845) 457-1927

E-mail: interboro@frontiernet.net

September 15, 2014

State of West Virginia Department of Administration 2019 Washington Street East Charleston, WV 25305

#### Bid # CRFQ 0212 SWC1500000004

To Whom It May Concern:

We are enclosing samples, which are being submitted in compliance with the above-referenced bid.

Upon approval of our bid we shall provide the gloves exactly according to the specified samples. The purpose of the samples is to test the strength and quality of the gloves and the material we are offering. These samples do serve this purpose.

All shipments made consistent with the enclosed samples will be deemed in full conformance with all bid specifications. We are relying upon approval of these samples for compliance of its bid and will ship only such gloves, in the specified size/color/quality. Acceptance of our bid shall conclusively constitute approval of the enclosed samples as conformity with bid specifications.

Sincerely

Raizy Jacobowitz Secretary

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Nationwide Service

114 Bracken Road Montgomery, New York 12549-2600 (845) 457-2700 Fax (845) 457-1927

E-mail: interboro@frontiernet.net

September 18, 2014

State of West Virginia Department of Administration 2019 Washington Street East Charleston, WV 25305

## Bid # CRFQ 0212 SWC1500000004

To Whom This May Concern:

We are formally requesting that you forward to us the bid tabulation for the bid referenced above, which opened on September 25, 2014. We would like to obtain from your department the following information:

- 1. The contract <u>award price for each individual item</u> in the bid.
- 2. The name of the contractor that was awarded each item.

I hereby request these records to be made available under the provision of the Freedom of Information Act.

A prompt reply would be appreciated.

Very truly yours,

Rayy Jacobert

Raizy Jacobowitz

Secretary