

## BID INFORMATION

### Alternate Bids

Due to packaging differences, bid prices may vary substantially. When acceptable, you will see the words "alternate bid" noted for one or more items listed. In these instances, the product is a lower price and the same or a higher quality suggested brand. By outlining these items, it is our intention to notify you of the cost-saving options you have when choosing Henry Schein.

### Price Policy

We endeavor to maintain prices for the duration of the catalog, but we reserve the right to make price adjustments in response to manufacturers' price increases or extraordinary circumstances. Prices are subject to change without notice.

### Shipping

Henry Schein's policy is to provide free freight, except for additional carrier charges related to special delivery services and hazardous material shipments. All orders, regardless of size, are subject to a handling charge and a fuel surcharge. Special orders, drop ship orders, equipment delivery, or expedited deliveries may be subject to additional freight charges.

### Award Notification

Upon award, please contact the Bid Specialist named below to ensure your account is enrolled to receive the proposed specialized pricing.

### Orders and Bid Inquiries

All orders and bid inquiries for this bid should be forwarded to:

#### Order Inquiries:

**Address:** Henry Schein Inc.  
SWIFT Team – E115  
135 Duryea Road  
Melville, NY 11747  
**Phone:** (800) 851-0400

#### Bid Inquiries:

**Phone:** (800) 851-0400  
(8:00am to 8:00pm EST)  
**Fax:** (866) 738-8999  
**Email:** [biddept@henryschein.com](mailto:biddept@henryschein.com)  
**Online:** [www.HenrySchein.com](http://www.HenrySchein.com)

### To Submit Bid/Quotes Requests:

Fax: 866-738-8999

Email: [biddept@henryschein.com](mailto:biddept@henryschein.com)

\*when faxing or mailing your orders to us, we ask that you please contact our SWIFT team at (800) 851-0400 within 24 hours to ensure your order request was received, and to obtain the status of your order.

07/27/16 10:33:49  
WV Purchasing Division

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Bid Number: <u>Q506 EHP1600000006</u>	Bid Title: <u>fridge thermometer &amp; probe</u>
Bid Specialist: <u>Annemarie Hoffmann</u>	Date: <u>7-28-16</u>
If awarded prices firm through: <u>1 year</u>	
Payment Terms: <u>net 30 day</u>	
Delivery Terms: <u>STOCK ITEMS 2-5 DAYS NON-STOCK 10-21 DAYS</u>	

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**Resolution No. 2**

**Resolutions of the Board of Directors of  
Henry Schein, Inc.  
Authorizing Signatories for Corporate Bids**

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**WHEREAS**, as part of the Corporation's standard business practice, the Corporation prepares corporate bids in response to request for bid proposals; and

**WHEREAS**, many of the requests for bid proposals require that a corporate resolution identifying the "authorized signatories" for such bid be included in the bid package.

**NOW, THEREFORE**, it is;

**RESOLVED**, that each of the following individuals be appointed as "authorized signatories" in conjunction with corporate bid proposals for the sale of equipment and merchandise submitted by the Corporation in an amount less than \$350,000 and for a contract term of one year or less, to serve in place of, and removing all others appointed heretofore, until their successors are duly appointed:

Michael Cregan, Supervisor, Medical Bids  
Carol DeStefano, Director, Dialysis  
Derri Donahue, Manager, Dental Schools  
Ryan Finnegan, Dental Equipment Bid Manager  
Linn Flood, Manager, Inside Sales Special Markets  
Linda Grempel, Manager, Product Solutions  
Robert Herbert, Director of Healthcare Service Operations  
Dan Hill, Supervisor, Telesales  
William Harrison, Director Strategy and Development-Special Markets  
Steven Hitzel, Supervisor, Telesales - Corporate Accounts Group  
Charles Jenkins, Director, Equipment Sales  
Billy Lins, Supervisor, Telesales – Corporate Accounts Group  
Megan LoRé, Manager Operations – Dialysis Program  
Stacy Meadows, Manager, Telesales  
Janet McGarry, Manager, Sales Operations Special Markets  
Jules Paoletti, Manager, Equipment  
Gilmartin Pares, Regional Sales Manager  
Tracy Puckett, Manager, Healthcare Service Operations  
William Reminga, Manager, Equipment  
Bill Ryan, Director, Inside Sales, Special Markets  
David Shekailo, Manager, Medical Bids  
Ricardo Valenzuela, Supervisor, Special Markets Operations  
Caroline Vega, Manager, Inside Sales Special Markets  
Joanne Viggiano, Supervisor, Schools and Sports Bid Operations

**RESOLVED**, that each of the foregoing appointed "authorized signatories" also be permitted to execute any additional documents required by the request for bid proposal by an authorized person, excluding those requiring the signature of an officer of the Corporation, that may arise from time to time;

**RESOLVED**, that the officers of the Corporation be, and each of them in their sole discretion, are hereby, authorized and directed, in the name and on behalf of the Corporation, to execute and deliver any agreement, instrument, certificate or document, with such changes and further actions, as such individuals may approve as necessary or desirable to carry out the purposes of the foregoing resolutions, any such individuals taking of any such action, to be conclusive evidence of such approval and of the approval of the Board of Directors; and

**RESOLVED**, that all actions heretofore taken by any officer of the Corporation in connection with the transactions contemplated by any of the foregoing resolutions, be, and they hereby are, approved, ratified and confirmed in all respects.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/24/2018

Holder Identifier :

Certificate No : 570062192868



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C, No. Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Henry Schein, Inc. 135 Duryea Road Melville NY 11747 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Illinois National Insurance Co</td><td>23817</td></tr><tr><td>INSURER B: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER C: Liberty Mutual Fire Ins Co</td><td>23035</td></tr><tr><td>INSURER D: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER E: Noetic Specialty Insurance Co</td><td>17400</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Illinois National Insurance Co	23817	INSURER B: ACE American Insurance Company	22667	INSURER C: Liberty Mutual Fire Ins Co	23035	INSURER D: Liberty Insurance Corporation	42404	INSURER E: Noetic Specialty Insurance Co	17400	INSURER F:	
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INSURER E: Noetic Specialty Insurance Co	17400														
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: 570062192868

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TB2621093363036	06/01/2016	06/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG Excluded
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-621-093363-046	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA762D093363016 AOS WC7621093363026 WI	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
E	Products Liab			N16NY380028 Claims Made SIR applies per policy terms & conditions	06/01/2016	06/01/2017	Each Occurrence \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

## CERTIFICATE HOLDER

## CANCELLATION

Henry Schein, Inc.  
and its Subsidiary and  
Affiliated Companies  
135 Duryea Road  
Melville NY 11747 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Northeast, Inc.*



## Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Henry Schein, Inc.	
POLICY NUMBER See Certificate Number: 570062192868			
CARRIER See Certificate Number: 570062192868	NAIC CODE		
		EFFECTIVE DATE:	

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]



## ORGANIZATION OVERVIEW

Henry Schein, Inc. (Nasdaq: HSIC), a Fortune 500® company and a member of the NASDAQ 100® Index, is the largest provider of healthcare products and services to non-acute practitioners worldwide. Our company has been recognized as “Most Admired” in the industry by *Fortune* magazine 2015, repeating its #1 ranking in Ethisphere Institute 2015 World’s most Ethical Companies. The industry and our customers rely on Henry Schein for our service excellence, highlighted by our #1 rank in Customer Service Satisfaction in the 2011 AMA Physician Medical Supply Survey.

## OUR HISTORY

Since Henry Schein opened his pharmacy in Queens, New York in 1932, our organization has grown to become #287 on the Fortune 500® list, with nearly 18,000 Team Schein Members and operations or affiliates in 33 countries. Henry Schein, Inc. remains committed to serving our customers, suppliers, investors, society, and Team Schein based on the values-based culture that Henry and his wife, Esther, infused in their business eight decades ago. By holding firm to our historical values and focusing on our future, we are certain that our best years are yet to come.

## OUR BUSINESS

Henry Schein’s five business groups include Medical, Dental, Animal Health, International, and Technology, serving more than 1 million customers worldwide, including:

- ✓ Approximately 46% of the estimated 220,000 U.S. office-based physician practices, as well as other non-acute sites including surgical centers and urgent care facilities.
- ✓ Over 75% of the estimated 27,000 animal health practices in the United States.
- ✓ Government and other institutions providing healthcare services.

The company is dedicated to helping its customers succeed by providing the products and services needed for efficient operations and delivering high quality healthcare. Henry Schein has a unique integrated sales and marketing approach, with 3,650 field sales consultants (which includes equipment sales specialists), 1,825 telesales representatives, and 191 equipment sales and service centers worldwide – all supported by more than 28 million highly targeted direct-marketing pieces.

Henry Schein operates through a centralized, highly automated distribution network, which includes 64 distribution centers worldwide and more than 4 million square feet of space shipping over 12 million orders annually. The Company is noted for its global operational excellence, with a 99% order fulfillment rate, 99% of orders shipped the same day, and 99.9% order accuracy. All of our U.S. businesses are served from five strategically-located distribution centers, and one specialty distribution center, enabling next day delivery to over 98% of our customers.

Henry Schein provides customers in more than 200 countries with a comprehensive selection of more than 100,000 national and Henry Schein corporate brand products in stock, as well as more than 150,000 additional products available as special-order items. Henry Schein also provides profitability-enhancing services and exclusive, innovative technology offerings for medical, dental, and veterinary professionals, including practice management software and electronic health record solutions.





Headquartered in Melville, NY, Henry Schein employs nearly 18,000 Team Schein Members, and has operations or affiliates in 33 countries. The Company's sales reached a record \$10.4 billion in 2014

For additional information about Henry Schein, Inc., visit [www.henryschein.com](http://www.henryschein.com)

### **HENRY SCHEIN MEDICAL GROUP**

The Medical Group currently serves approximately 46% of the estimated 220,000 U.S. office-based physician practices, surgical centers, and other non-acute sites. Working with over 3,000 suppliers, we offer our customers a selection of more than 100,000 nationally recognized branded and private label products in stock and many more as special-order items. In addition, we are a leading supplier of vaccines, injectables, and other pharmaceuticals, as well as a full service supplier of medical surgical products and capital equipment.

The Henry Schein Medical Group is unique in its customer support model, with approximately 400 field-based consultants and approximately 160 inside (telephone) consultants who are dedicated to servicing the needs of our medical organization nationwide. In addition, Henry Schein has approximately 75 specialists dedicated to Performance Health, Dialysis, Clinical Lab, Capital Equipment, and Executive Sales. Henry Schein has a highly seasoned marketing team that provides customized communications, information solutions, and other product and services programs tailored to your non-acute site needs and goals.

### **OUR COMMITMENT**

We recognize that service extends beyond the workplace to our global communities. Team Schein Members are involved in numerous and diverse volunteer activities. This spirit of corporate citizenship is also exemplified through Henry Schein Cares, our global social responsibility program, which is focused on three primary goals: emergency preparedness and relief, wellness, prevention and treatment, and building health care capacity.

Henry Schein was recently ranked as number one in our industry as the leader in Social Responsibility and Global Competitiveness by *Fortune* magazine in its 2015 list of the World's Most Admired Companies. This honor marks the seventh consecutive year that Henry Schein has been named as a leader in the industry for social responsibility, demonstrating that a company truly can 'do well by doing good,' and that an active commitment to corporate social responsibility is good business.

Everything we do is focused on service and our customers. Through Team Schein's efforts, we continue to be recognized as trusted advisors to our customers, offering the tools and expertise to help run their practices efficiently and profitably.

For additional information, visit [www.henryschein.com/whyrelyonus](http://www.henryschein.com/whyrelyonus).

### **CUSTOMER SERVICE**

#### ***Corporate Healthcare Services Team***

We have a dedicated team focused on large customers, such as HISD and our second-to-none service approach sets us apart from our competition. Henry Schein's Healthcare Services team supports our IDN's, health systems, GPO partners, and other large customers and stakeholders nationally. With a local presence across the U.S., this team consists of General Managers, Strategic Account Managers (SAM's), Operations and Financial teams, as well





as Marketing support. Your primary point of contact will coordinate and assist with all aspects of corporate support and infrastructure, as well as program development and implementation. This support will include ongoing communication and/or meetings with HISD throughout the contractual relationship as well as regular quarterly business reviews.

#### ***Dedicated Account Team***

Your dedicated account team will also include a Field-Based Account Manager (Field Sales Consultant), Henry Schein management, including Zone General Managers, and Regional Sales Managers, as well as other sales, service, and administrative personnel, which may include telephone-based, and/or customer care account managers and representatives.

#### ***Field Sales Consultants***

Field Sales Consultants are assigned to HISD facilities to ensure that Henry Schein meets your corporate and physician practice needs and goals. HISD will be supported by “Reps Name,” your Field Sales Consultant, who will coordinate HISD supply chain needs with our infrastructure team including having the ability to see stock levels of all products in real “live time” ensuring that all products used by HISD are stocked in the distribution center and usage levels are reflected in our inventory. The consultants will visit HISD facilities or participate in teleconferences on a regular schedule as required by each facility.

The Field Sales Consultant will work with each site to assist with the set up of on-line ordering, initial order processing, and to provide support regarding product inquiries and resolution of customer service issues on an ongoing basis. They will also work with HISD to ensure that product standardization and contract utilization is a part of the educational process at each site.

Your Field Sales Consultant can assist you in the planning, equipment selection and set-up for new equipment. In coordination with the manufacturer representative, your field sales consultant will complete a return on investment so that your sites can make a decision based on the revenue and profitability metrics. The Field Sales Consultant can also assist in selection of on-site lab and diagnostic testing for your offices to provide timely results to your patients.

#### ***Field Sales Account Management***

A Zone General Manager, “ZGM” and Regional Sales Manager, “RSM,” are assigned to provide HISD support and service at the zone and regional level, including product standardization initiatives, price analysis, and price updates utilizing the programs and contract portfolios selected by HISD. This dedicated team will ensure ongoing success through program evaluation and information sharing, which will assist in driving program changes as your needs evolve.

#### ***Customer Care Representatives***

Additionally, we employ Customer Care Representatives who are responsible for internal support for customers who require immediate assistance on a regular basis. Most often, the Customer Care Representative is partnered with a Field Sales Consultant to ensure service excellence.

### **CUSTOMER SERVICE/SALES SUPPORT**







Henry Schein's Customer Service/Sales Support Department is available to assist HISD and its affiliates operate most efficiently. This team assists with order placement, order status inquiries, delivery questions, product information, product returns, UPS labels, licensing updates, account changes, and credit assistance.

The goal of our Customer Service team is to strengthen our relationship with each and every customer by providing them unmatched customer service. Over 4,000 customers are served daily through this team of resources. Our Customer Service team members are located in three regions (Bastian, VA; Reno, NV; & Melville, NY). Customer Service/Support is available via phone at (800) 772-4346 (8am-9pm, EST), fax at (800) 329-9109, and by e-mail at [medsls@henryschein.com](mailto:medsls@henryschein.com). Our Customer Service/Support lines are managed so that there is coverage during peak business hours for customer sites located in various time zones.

A division of the Customer Service Department is the Verifications Team which reviews 1,200 orders daily and ensures DEA licensing is current and accurate.

### **TRAINING**

We invest in continuing education of our account representatives and broader team through our Henry Schein Medical University educational programs and through the Health Industry Distributor Associations (HIDA) ADVANCE Training program. Most of our reps are OSHA Certified and are Accredited in Medical Sales (AMS), which is the credential for professionals involved in selling and distribution of medical products. AMS is the nationally recognized program that establishes a representative's competence as healthcare distribution sales professional.

### **ORDERING**

#### ***Order Placement***

Henry Schein's ordering philosophy is to make ordering as easy as possible. Therefore, orders can be placed at the convenience of the customer's management and staff. Orders may be placed 24 hours a day on the Henry Schein Website at [www.henryschein.com/medical](http://www.henryschein.com/medical), and also by fax, e-mail, phone, with your Field Sales Consultant, or electronically via EDI, XML, or cXML. Our mobile ordering platforms, more fully described below, also streamline ordering processes. All orders received in our distribution centers by 5:00pm local time are processed for shipment the same day.

#### ***Online Ordering***

Each customer location is provided with a unique username and password to access important order, shipment, and billing information. Features of our online order platform include the following:

- ✓ Quick ordering methods – shop by purchasing history, custom shopping lists, procedure, or practice area
- ✓ Customer catalogs – enforce contract compliance and product standardization
- ✓ Mobile Ordering Applications – iPad application and bar code scanning integration
- ✓ Order Management – order confirmations, shipment tracking; online returns, invoices, and payments
- ✓ Access rights – budget and order approvals
- ✓ Price labels – visibility to contract and special prices, pricing suppression
- ✓ Reporting – usage and visibility of purchases and pricing consistency across all locations





- ✓ MSDS – Product sheets, RX pedigree
- ✓ Dedicated specialty Web sites – Internal Medicine, Family Practice, Pediatrics, OB/GYN, Dermatology, Plastic Surgery, Foot & Ankle, and Clinical Lab
- ✓ Sales and Promotions – featured offers and new product offerings
- ✓ E222 – electronic controlled substance ordering system
- ✓ Account Management – billing information, account balances, view invoices & statements, and make credit card payments. Add new shipping locations and create and manage User Profile, in addition to enrolling in eStatements.

E-mail confirmations are automatically generated to users for all online orders. Henry Schein provides e-Commerce technical support that is available for our online ordering system via phone at (800) 711-6032 or e-mail at [ecs@henryschein.com](mailto:ecs@henryschein.com) (Mon-Fri. 8am-8pm EST).

## **U.S. DISTRIBUTION & LOGISTICS**

### ***Distribution Overview***

We are proud to help physicians deliver quality patient care by shipping 25,000 orders daily from our distribution centers.

Our technology-driven, temperature-controlled distribution and logistics network ensures that physicians are able to deliver quality care to patients when they need it. Physicians can be confident that orders are consistently accurate and include high quality FDA-approved products from suppliers that have met or surpassed the highest of regulatory standards. All of our distribution centers are ISO and VAWD certified, ensuring that our consistent security, record retention, housekeeping, and operational processes exceed health care industry standards. Our leadership team makes certain that our commitment to the highest level of professionalism and ethics is demonstrated in every transaction.

We use cross-industry best practices throughout our 2 million square feet of world-class, climate-controlled distribution centers to ensure that each customer experience is satisfying. Key features contributing to our reliable service levels include:

- ✓ Leading cold chain infrastructure and processes, supporting our national flu vaccine leadership
- ✓ Over 100,000 private label and manufacturer items sourced globally
- ✓ National pedigree program for validating and controlling pharmaceutical products throughout the supply chain and chain of custody
- ✓ Same day order fulfillment with 99.9% order accuracy
- ✓ System redundancy and monitoring technology to ensure uninterrupted service nationwide

### ***Distribution Capabilities***

Henry Schein, Inc. has established strategically-located mega distribution centers to allow customer's access to over 90,000 different stocking units throughout the system. In the 1980's, Henry Schein became the first company in the industry to completely automate the entire business cycle from order taking to distribution.

Today, this system, with mega centers in Denver, Pennsylvania; Indianapolis, Indiana; Dallas, Texas; Jacksonville, FL; and Sparks, Nevada, enables customers to access products quickly and cost effectively, usually within 24-48





hours. In addition, Henry Schein maintains a specialty distribution center in Bastian, Virginia and other local warehouses to provide service to specific programs and customers as needed.

- ✓ Automated distribution center back-up for products out of stock or in short supply
- ✓ Large, high automated facilities feature bar-coded inventory systems which pick and pack orders within one hour and load for same day shipment when orders are received by 5pm
- ✓ 90,000 stocking items provide a wider selection of in-stock medical products
- ✓ Industry leading fill rates at over 99% with 99.91% accuracy significantly reduces backorders
- ✓ 98% of our orders are delivered within one business day. The remaining 2% of our orders are delivered the second business day. Orders shipped to HISD sites will receive next day delivery

#### ***Fill Rate***

Henry Schein, Inc. has a fill rate in excess of 99%. Fill Rate is calculated, for stocking items, by taking the number of lines ordered vs. the number of lines shipped. (For example, all orders received by 5pm EST will be shipped from our Distribution Centers the same day). A line shipped is only counted if the total quantity ordered is shipped in full; partial lines shipped are not counted as shipped towards the fill rate. Customer Service representatives monitor and run stock out/back order reports on a daily basis.

#### **SUMMARY**

Henry Schein is world recognized for its supply chain efficiencies and ability to provide a variety of supplies, equipment and pharmaceuticals to the office-based practitioner. Henry Schein leads its peers in social responsibility and has been publicly acknowledged for crisis relief efforts worldwide, often being first on the scene with vaccines and medical supplies. This infrastructure is led by a global IT management organization that collectively services and operates all business systems, e-commerce, help desks for all 24 countries, 64 distribution centers, and almost 12 million orders shipped annually.

***Our Mission, Our Promise:*** to provide innovative, integrated healthcare products and services; and to be trusted advisors and consultants to our customers – enabling them to deliver the best quality patient care and enhance their practice management efficiency and profitability.

We also recognize that service extends beyond the workplace to our home communities. Team Schein Members are involved in numerous and diverse volunteer activities. The spirit of corporate citizenship is also exemplified through our Henry Schein Care program, which donates medical and dental supplies to clinics treating underserved communities in the United States, Central America, and Eastern Europe.

Everything we do is focused on service and our customer. Through Team Schein's efforts, we are reaching our goal of being a true business partner, offering our customers the tools and expertise to run their practices in the most efficient and profitable ways possible.

Thank you for allowing us the opportunity to provide you with this proposal for distribution services and enhance customer support programs. We look forward to developing our relationship with you and will work hard to deliver excellence in service to HISD



CRFQ 0506 EHP1600000006  
Exhibit A - Pricing Page

Contract Item #	Manufacturer Model #	Item Description	Estimated Quantity	Unit Price	Extended Price
3.1.1 # 4127 HS# 1245165		Traceable Refrigerator/Freezer Thermometers with Bottle Probes (or Equal)	600	\$ 39.79	\$ 23874.00

Please see next PAGE FOR  
Item Description AND picture

Grand Total

\$ 23874.00

A contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest Grand Total as shown on the Pricing Page.

Vendor shall deliver the Contract Items within thirty (30) working days after orders are received. Contract Items shall be delivered to Agency at Office of Epidemiology, 350 Capitol Street, Room 125, Charleston, WV 25301.

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

Henry Schein Medical,  
a division of Henry Schein, Inc.  
135 Duryea Road E270  
Melville, NY 11747

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

Vendor Telephone Number: 800-851-0400 ext. 3612

Vendor Fax Number: 866-738-8999

Vendor Email: biddep+@henryschein.com

Vendor Authorized Representative: \_\_\_\_\_

JOANNE VIGGIANO

(Please Print)

Vendor Authorized Representative Signature: \_\_\_\_\_

*Joanne Viggiano*

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

7-26-16



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

7/6  
State of West Virginia  
Request for Quotation  
23 - Laboratory

7/26  
1:30p  
1119625  
2498919-0  
P2003  
1-N

Proc Folder: 219003

Doc Description: Refrigerator/Freezer Thermometers with Probes

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-06-27	2016-07-28 13:30:00	CRFQ 0506 EHP1600000006	1

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

US

WV 25305

**VENDOR**

Vendor Name, Address and Telephone Number:

Henry Schein Medical  
A Division of Henry Schein, Inc.  
135 Duryea Road  
Melville, NY 11747  
1-800-851-0400  
Biddept@henryschein.com

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
(304) 558-2307  
mark.a.atkins@wv.gov

Signature X

FEIN # 11-3136595

DATE

7-26-16

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

## EXECUTIVE SUMMARY

### LEVERAGING A GLOBAL ENTERPRISE

Henry Schein, Inc. (NASDAQ:HSIC) is the world's largest provider of health care products and services to office-based dental, animal health and medical practitioners. A Fortune 500® Company and a member of the S&P 500® and the NASDAQ 100® indexes, Henry Schein employs more than 19,000 Team Schein Members and serves more than one million customers.

Headquartered in Melville, N.Y., Henry Schein has operations or affiliates in 33 countries. The Company offers a comprehensive selection of products and services, including value-added solutions for operating efficient practices and delivering high-quality care. Henry Schein operates through a centralized and automated distribution network, with a selection of more than 110,000 branded products and Henry Schein private-brand products in stock, as well as more than 150,000 additional products available as special-order items. The Company also offers its customers exclusive, innovative technology solutions, including practice management software and e-commerce solutions, as well as a broad range of financial services.

### INDUSTRY RECOGNITION

Henry Schein Inc. was ranked No. 1 in the Wholesalers: Health Care industry on the FORTUNE® "World's Most Admired Companies" list for 2015. This is the second consecutive No. 1 ranking for the Company and the 14th consecutive year that Henry Schein Inc. has been named as a leader in the industry for social responsibility, demonstrating that a company truly can 'do well by doing good,' and that an active commitment to corporate social responsibility is good business.

Henry Schein also has been ranked first in all nine sub-categories for FORTUNE® that comprise of the overall ranking: Management Quality; Quality of Products and Services; Innovativeness; Value as a Long-Term Investment; Soundness of Financial Position; Ability to Attract, Develop and Retain Talent; Community Responsibility; Wise Use of Corporate Assets; and Effectiveness in Conducting a Global Business.

Henry Schein has also been recognized by the Ethisphere® Institute, the global leader in defining and advancing the standards of ethical business practices, as a 2015 World's Most Ethical Company® this marks the fourth consecutive year that Henry Schein Inc. has been honored by Ethisphere®. The Company is one of only 132 companies honored this year and is the only honoree in the health care products category.

Henry Schein Inc. has been named one of "America's Best Employers" by *Forbes* in the magazine's inaugural annual ranking. Henry Schein ranked #203 out of 500 organizations ranked by *Forbes*, based on an independent, anonymous survey of 20,000 employees working at more than 3,500 organizations.

### HENRY SCHEIN MEDICAL HEALTH SYSTEM PROGRAM

Henry Schein Medical, the Company's Medical Division, services some of the most prominent health care organizations in the country and is dedicated to providing customers with expert guidance and turnkey solutions that enable the best quality patient care and increased efficiency and productivity. Our customers rely on us to help them operate better businesses and attain their goals in a rapidly changing health care landscape.

Henry Schein Medical's supply program combines value, cost containment and control with a customizable service model that ensures your organizational goals are implemented successfully.

### BENEFITS

#### CONVENIENCE

#### VALUE

#### QUALITY

#### SERVICE

#### Best-in-Class Distribution

With five "Mega" strategically located U.S. distribution centers; Henry Schein delivers a high-service, high quality distribution. Henry Schein's expertise is reinforced as it continues to be UPS' leading health care partner worldwide.

- Unsurpassed selection of products
- Med/Surg, lab, pharmaceuticals, vaccines, and equipment all ordered from a single platform
- Best-in-class fill rates with over 99% accuracy, resulting in fewer backorders and shipments
- Expertise in cold-chain shipments of reagents, vaccines, and flu

#### Ease of Doing Business

With a supreme focus on customer satisfaction, Henry Schein has developed tools and processes to streamline the customer experience.

- Multiple ways to order, including through fax, phone, email, with your sales consultant or via EDI, XML, and cXML
- In addition, we offer our e-commerce medical site and mobile ordering technology including, iPhone application and smartphone portal, and bar-code scanning to streamline order processes
- Reporting capabilities are available via web-enabled and proprietary tools, utilizing aggregate market data, enhancing your ability to; monitor product utilization and contract compliance, identify profit-enhancing opportunities, manage costs and coordination across sites, ensure price integrity, track performance indicators, and benchmark



#### Clinic Best Practices

Beyond products, Henry Schein has a broad portfolio of services that assist in building best practices across clinic settings

- Full-service capital equipment selection, office planning, and implementation program
- Broad range of clinical laboratory solutions ranging from CLIA-waived to moderately complex

- Proven programs for generating revenue and enhancing practice efficiency
- Supply chain, invoicing, and receiving efficiencies resulting in backend cost-effectiveness

### Trusted Advisors

Serving more than 150,000 practices has provided Henry Schein a platform from which to develop trusted advisor and best practice relationships.

- Supply chain and inventory management expertise
- Vaccine expertise for program development and product access
- Educational resources including CME opportunities
- Connection to more than 2,000 suppliers and preferred relationships with hundreds of manufacturers

### SOCIAL RESPONSIBILITY

Henry Schein is passionate about improving access to care. Through Henry Schein Cares, our global social responsibility program, we seek to narrow the disparity in the delivery of health care services and information to underserved and at-risk communities around the world. A myriad of at-risk populations need assistance, be it rural communities, marginalized urban neighborhoods, or overseas villages and towns that have little access to the benefits of health care and oral wellness.

We achieve our vision of "Helping health happen"



through our focus on three areas: promoting wellness, prevention, treatment, and education; offering emergency preparedness and relief; and building capacity in the training of professionals and the delivery of health care services.

### ENVIRONMENTAL RESPONSIBILITY



Henry Schein has incorporated many "green" initiatives over the years and continues to research alternative processes and materials on an ongoing basis.

These initiatives are underway at various Henry Schein locations around the world. Today, we offer to our customers Global Reflections™, a selection

of eco-friendly products that have been chosen to support healthcare professionals in adopting a "go green" attitude in their practices. PHP can find a variety of recycled paper products for patients and for the office, cleaning products with low environmental impact, and office supplies that will help you get into the "green" zone. On a corporate level, our support and distribution facilities continue to incorporate these efforts into our day-to-day operations.



## BID INFORMATION

### Alternate Bids

Due to packaging differences, bid prices may vary substantially. When acceptable, you will see the words "alternate bid" noted for one or more items listed. In these instances, the product is a lower price and the same or a higher quality suggested brand. By outlining these items, it is our intention to notify you of the cost-saving options you have when choosing Henry Schein.

### Price Policy

We endeavor to maintain prices for the duration of the catalog, but we reserve the right to make price adjustments in response to manufacturers' price increases or extraordinary circumstances. Prices are subject to change without notice.

### Shipping

Henry Schein's policy is to provide free freight, except for additional carrier charges related to special delivery services and hazardous material shipments. All orders, regardless of size, are subject to a handling charge and a fuel surcharge. Special orders, drop ship orders, equipment delivery, or expedited deliveries may be subject to additional freight charges.

### Award Notification

Upon award, please contact the Bid Specialist named below to ensure your account is enrolled to receive the proposed specialized pricing.

### Orders and Bid Inquiries

All orders and bid inquiries for this bid should be forwarded to:

#### Order Inquiries:

**Address:** Henry Schein Inc.  
SWIFT Team – E115  
135 Duryea Road  
Melville, NY 11747  
**Phone:** (800) 851-0400

#### Bid Inquiries:

**Phone:** (800) 851-0400  
(8:00am to 8:00pm EST)  
**Fax:** (866) 738-8999  
**Email:** [biddept@henryschein.com](mailto:biddept@henryschein.com)  
**Online:** [www.HenrySchein.com](http://www.HenrySchein.com)

### To Submit Bid/Quotes Requests:

Fax: 866-738-8999

Email: [biddept@henryschein.com](mailto:biddept@henryschein.com)

\*when faxing or mailing your orders to us, we ask that you please contact our SWIFT team at (800) 851-0400 within 24 hours to ensure your order request was received, and to obtain the status of your order.

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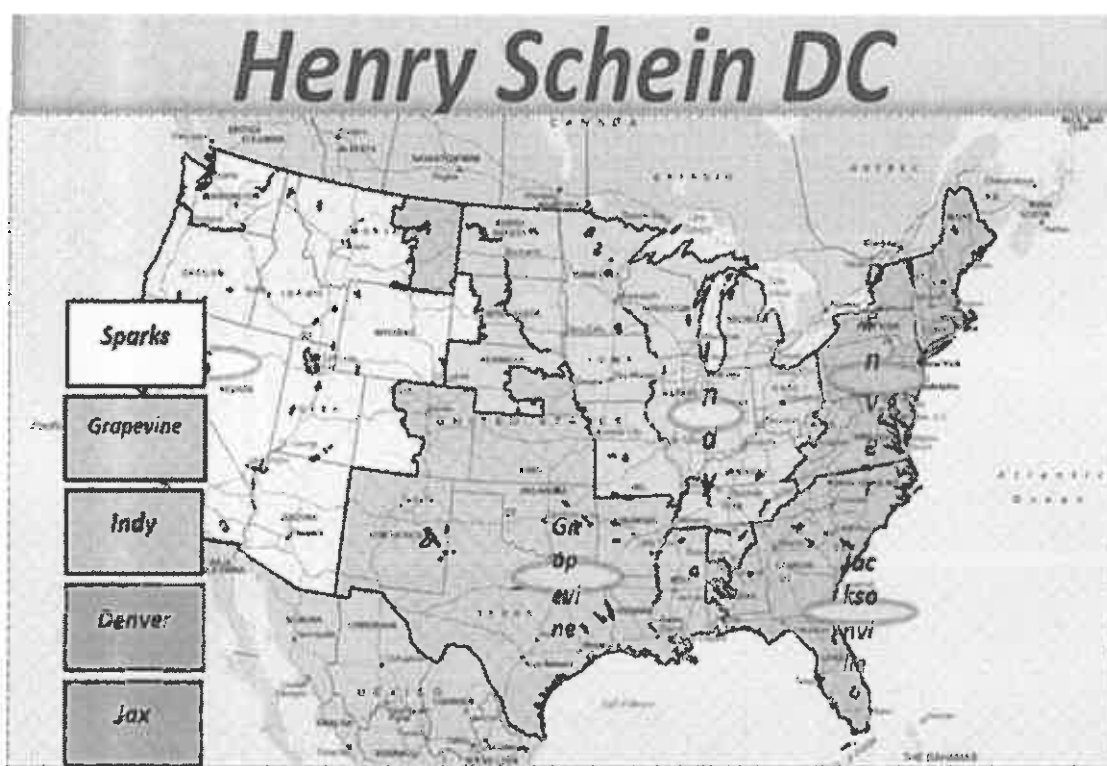
Bid Number: <u>Q506 EHP1600000006</u>	Bid Title: <u>fridge thermometer &amp; probe</u>
Bid Specialist: <u>Annemarie Hoffmann</u>	Date: <u>7-28-16</u>
If awarded prices firm through: <u>1 year</u>	
Payment Terms: <u>net 30 day</u>	
Delivery Terms: <u>STOCK ITEMS 2-5 DAYS NON-STOCK 10-21 DAYS</u>	

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**WE'VE GOT YOU COVERED**

Henry Schein has established strategically-located mega distribution centers to allow customer's access to over 100,000 different stocking units throughout the system. In the 1980's, Henry Schein became the first company in the industry to completely automate the entire business cycle from order taking to distribution. Today, this system, with mega-centers in; Denver, Pennsylvania; Indianapolis, Indiana; Grapevine, Texas; Jacksonville, Florida; and Sparks, Nevada, enables customers to access products quickly and cost effectively, within 24-48 hours.

**We are proud to help physicians deliver quality patient care by shipping 25,000 orders daily from our distribution centers.**



**Midwest Distribution Center (Indy)**  
5315 W. 74th St, #138  
Indianapolis, IN, 46268

**Southwest Distribution Center (Grapevine)**  
1001 Nolen Drive #400  
Grapevine, TX 76051

**Southeast Distribution Center (Jax)**  
8691 Jesse B. Smith Court  
Jacksonville, FL 32219

**Northeast Distribution Center (Denver)**  
41 Weaver Road  
Denver, PA 17517

**Western Distribution Center (Sparks)**  
255 Vista Blvd, #104  
Sparks, NV 89434

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Public Health (BPH), Office of Epidemiology and Prevention Services (EHP), Division of Immunization Services (DIS), to establish an open-end contract for the purchase of Traceable Refrigerator/Freezer Thermometers with Bottle Probe (or Equal).

INVOICE TO	SHIP TO
PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - IMMUNIZATION PROGRAM 350 CAPITOL ST, RM 125 CHARLESTON WV25301-3719 US	PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - IMMUNIZATION PROGRAM 350 CAPITOL ST, RM 125 CHARLESTON WV 25301-3715 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Traceable Refrigerator/Freezer Thermometers with Probes	600.00000	EA	39.79	23874.00

(per specification sheet)

Comm Code	Manufacturer	Specification	Model #
41112220			

Extended Description :

3.1.1: Traceable Refrigerator/Freezer Thermometers with Probes

MANUFACTURER # 4127 (see attached literature)

HENRY Schein # 124-5765

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 4:00 pm EST	2016-07-12

EHP1600000006	<b>Document Phase</b> Draft	<b>Document Description</b> Refrigerator/Freezer Thermometers with Probes	<b>Page 3</b> of 3
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# **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**REQUEST FOR QUOTATION**  
**CRFQ 0506 EHP1600000006**  
**Traceable® Refrigerator/Freezer Thermometers with Bottle Probe (or Equal)**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Health and Human Resources, Bureau for Public Health, Office of Epidemiology and Prevention Services, Division of Immunization Services to establish an open-end contract for the purchase of Traceable® Refrigerator/Freezer Thermometers with Bottle Probe (or Equal).

NOTE: The contract awarded as a result of this solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of "Attachment 1: Provisions Required for Federally Funded Procurements".

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"** means Traceable® Refrigerator/Freezer Thermometers with Bottle Probe (or Equal) as more fully described by these specifications.

2.2 **"Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

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 **Traceable® 4127 Refrigeration/Freezer Thermometer with Bottle Probe, or Equal.**

3.1.1.1 Thermometer must include a National Institute of Standards and Technology (NIST) Certificate.

**REQUEST FOR QUOTATION**  
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**Traceable® Refrigerator/Freezer Thermometers with Bottle Probe (or Equal)**

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- 3.1.1.2** Thermometer must have minimum temperature range of -45 degrees to 65 degree Centigrade (-49 to 149 degree Fahrenheit).
- 3.1.1.3** Thermometer must have resolution range of a maximum of 1 degree Centigrade and a minimum accuracy of +/- 1 degree Centigrade.
- 3.1.1.4** Thermometer must be housed in high-impact, chemical resistant protective enclosure
- 3.1.1.5** Thermometer must monitor and record in memory high/low readings for the MIN/MAX temperature readings and store in memory, temperatures on a continuous basis.
- 3.1.1.6** Thermometer must contain alarm with the following features:
  - 3.1.1.6.1** The alarm only alerts user when temperature rises above or falls below a set point.
  - 3.1.1.6.2** The alarm must be programmable in maximum of one (1) degree increments between minimum of -45 degrees and minimum of 65 degrees centigrade.
  - 3.1.1.6.3** The visual and audio signal on the alarms must continue to alert, even if temperature returns to non-alarm range, until disabled.
- 3.1.1.7** Thermometer must include a probe with solid state sensor sealed in a miniature bottle filled with patented non-toxic glycol that is recognized as safe by the Federal Drug Administration. This information must be included with each individual unit.
- 3.1.1.8** Thermometer must include Velcro and magnetic strips for mounting thermometer and bottle sensor; and battery rated for one year of "always on" monitoring.

**REQUEST FOR QUOTATION**  
**CRFQ 0506 EHP1600000006**  
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**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest Grand Total as shown on the Pricing Pages.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by providing the manufacturer model being bid and a unit price for the commodity line. If responding to the Request for Quotation on paper, vendors should also provide an Extended Price for each Commodity line. Add up the extended price column to get the Grand Total. Vendor must complete the pricing page in full as failure to complete the pricing page in its entirety may result in Vendor's bid 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 electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

**5. ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form 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. Vendor shall ensure that their 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.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

**5.3. Non-Responsible.** If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

**5.4. Suspension.**

**5.4.a.** The Director may suspend, for a period not to exceed one (1) year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

**5.4.a.1.** The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.

**5.4.a.2.** The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.

**5.4.a.3.** The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

**5.4.a.4.** The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.



**5.4.b. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:**

**5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.**

**5.4.b.2. A notice of suspension must inform the vendor:**

**5.4.b.2.A. Of the grounds for the suspension;**

**5.4.b.2.B. Of the duration of the suspension;**

**5.4.b.2.C. Of the right to request a hearing contesting the suspension;**

**5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;**

**5.4.b.2.E. That the vendor's failure to request a hearing no later than five (5) working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and**

**5.4.b.2.F. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.**

**5.4.b.3. A vendor's failure to serve a request for hearing on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.**

**5.4.b.4. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.**

**5.4.b.5. Within five (5) working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.**

**5.4.b.6. The hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.**

5.4.c. A vendor may appeal a decision of the Director to the Secretary of Administration. The appeal must be in writing and served on the Secretary no later than five (5) working days of receipt of the Director's decision.

5.4.d. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.e. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in West Virginia Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.a. Debarment proceedings shall be conducted in accordance with West Virginia Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.b. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.c. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor,

including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated. 5.5.d. Pursuant to West Virginia Code section 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.e. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

**5.6. Damages.**

5.6.a. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.b. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.c. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

**(B)** At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

**5.2. Contract Cancellation.**

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "**federally assisted construction contract**" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

41 CFR § 60-1.3 defines "Federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a "federally assisted construction contract" under 41 CFR Part 60-1.3, the following clause is included:

**41 CFR 60-1.4 - Equal opportunity clause. (b) *Federally assisted construction contracts.***

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**(D) Davis-Bacon Act, as amended (40 U.S.C.3141–3148).** Any construction contract resulting from this solicitation hereby requires compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

- (E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.



**(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—** Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387).

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—** Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension."

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—** Any contract resulting from this solicitation requires compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**REQUEST FOR QUOTATION**  
**CRFQ 0506 EHP1600000006**  
**Traceable® Refrigerator/Freezer Thermometers with Bottle Probe (or Equal)**

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**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 30 working days after orders are received. Vendor shall deliver emergency orders within 15 working day(s) 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.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract 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 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

**REQUEST FOR QUOTATION**  
**CRFQ 0506 EHP1600000006**  
**Traceable® Refrigerator/Freezer Thermometers with Bottle Probe (or Equal)**

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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.

**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 Solicitation 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.

**BID Information**

Customer# 1119625  
BID# 53850  
BID Receipt Date: 07/06/16  
Due Date: 07/28/16  
Expiration Date: 08/31/17  
BID Total: 23874.00

Page# 1

**BID RESPONSE**

State Of West Virginia

State Of West Virginia

2019 Washington St East Bldg 15

Charleston WV 253052214

LINE NO	ITEM CODE	DESCRIPTION	UNIT SIZE	STRENGTH	WEIGHT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.00	1245765	Thermometer Ref/Freezer	Ea			600	39.79	23,874.00

TOTAL PRICE BEFORE TAX	:	23,874.00
SALES TAX	:	
TOTAL PRICE AFTER TAX AND TOTAL WEIGHT:		23,874.00

The Total shown only reflects the LOWEST Priced Item (if a Primary Item has suitably listed Alternates).

# Traceable® Refrigerator/Freezer Thermometer

**The world's most popular  
refrigerator/freezer thermometer**

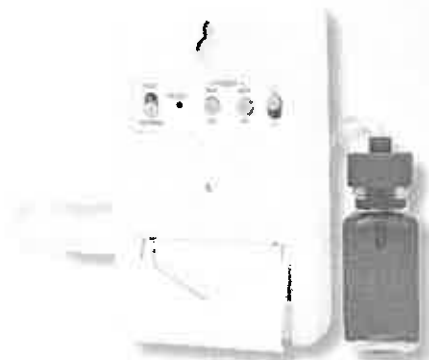


**View MIN/MAX readings and set alarms  
to monitor temperature sensitive materials over any time period**

- Triple display simultaneously shows MIN/MAX and current temperatures
- Monitors high and low readings overnight, on weekends, or for any time period a significant advantage over current read-only temperatures
- Alarm is programmable in 1° increments and alerts user when temperature rises above or falls below a set point

## Features:

- Sealed GRAS bottle is insulated from rapid temperature changes when door is opened; GRAS— liquid generally recognized as safe by US Food and Drug Administration
- Refrigerator/freezer door closes and seals tightly around micro-thin cable
- Accurately monitor temperatures in freezers, heating blocks, incubators, and refrigerators with an enclosed patented temperature-buffered sensor
- °C/°F switchable



## Product Specifications

- Range: -58 to 158°F (-50 to 70°C)
- Resolution: 1°
- Accuracy: ±1°C
- Size: 2¼ x 4¼ x ¾"
- Weight: 4 ounces
- Supplied: batteries, flip-open stand, wall mounting, Velcro®, bottle probe, magnetic strips, and Traceable® Certificate

## Traceable to NIST for accuracy

An individually-numbered Traceable® Certificate is provided which assures accuracy from an ISO/IEC 17025:2005 (1750.01) calibration laboratory accredited by A2LA. It indicates traceability to standards provided by NIST (National Institute of Standards and Technology).

Cat. No. 4127 Traceable® Refrigerator/Freezer Thermometer



**Product Details: Thermometer Ref/Freezer Ea****Product Information****Related Products****Thermometer Ref/Freezer Ea***Item code : 1245765***Your Price :**[Login for price](#)**Quantity** [Add to Order](#)**Manufacturer:** Control 3 LLC (4127)**Category:** Supplies Lab and Diagnostic**Subcategory:** Lab Supplies [Related products available for this item.](#)

Unit of Measure

EA

Your Price Qty

[Login for price](#)

EA

Last Purchased

[Add to Order](#)

## **Provisions Required for Federally Funded Procurements**

1. **Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
2. **2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. **§200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.
  - (A) At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908).

West Virginia Code of State Rules § 148-1-5 states:

### **§ 148-1-5. Remedies.**

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

**5.2.a. Cancellation.** The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

**5.2.a.1.** The vendor agrees to the cancellation;

**5.2.a.2.** The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

**5.2.a.3.** Failure to honor any contractual term or condition or to honor standard commercial practices;

**5.2.a.4.** The existence of an organizational conflict of interest is identified;

**5.2.a.5.** Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

**5.2.a.6.** Violation of any federal, state, or local law, regulation, or ordinance.

**5.2.b.** The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

**5.2.c. Opportunity to Cure.** In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

**5.2.d. Re-Award.** The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

**5.2.d.1.** The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

**5.2.d.2.** The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.



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 exceeds 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: \_\_\_\_\_

Authorized Signature: Joanne Hoffman Date: 7/26/16

State of NY

County of Suffolk, to-wit:

ANNEMARIE HOFFMANN  
NOTARY PUBLIC STATE OF NEW YORK  
NO. 01H06035184  
QUALIFIED IN SUFFOLK COUNTY  
COMMISSION EXPIRES DEC 27, 20\_\_

Taken, subscribed, and sworn to before me this 26 day of July, 2016

My Commission expires \_\_\_\_\_, 20\_\_.

AFFIX SEAL HERE

NOTARY PUBLIC

Annemarie Hoffman

Purchasing Affidavit (Revised 08/01/2015)

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. 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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: July 12, 2016 by 4:00 pm EST

Submit Questions to: Mark Atkins, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Mark.A.Atkins@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: CRFQ Refrigerator/Freezer Thermometers with Probes  
BUYER: Mark Atkins / File 51  
SOLICITATION NO.: CRFQ 0506 EHP1600000006  
BID OPENING DATE: 07/28/2016  
BID OPENING TIME: 1:30 pm EST  
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, 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: July 28, 2016 @ 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, women-owned, 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, women-owned, 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.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

## **GENERAL TERMS AND CONDITIONS:**

- 1. 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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
- 2.3. "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.
- 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "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.
- 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "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.

**3. 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 thirty six (36) 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 \_\_\_\_\_ days.

☐ **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 \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal 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.

☐ **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.

☐ **Other:** 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. 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 a 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.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On 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 prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not 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.

☐ **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 \_\_\_\_\_ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

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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.

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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.

**8. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**10. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

N/A

for N/A

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**12. 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.

**13. 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.

**14. 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.

**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. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**17. 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.

**18. 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 § 148-1-6.1.e.

**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. 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.

**21. 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 laws, regulations, and ordinances.

**22. 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.

**23. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. PRIVACY, SECURITY, AND 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

**33. 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.

**34. 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.

**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 any 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 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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 [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).



**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 hearth, 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.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Henry Schein Medical  
a Division of Henry Schein, Inc.

(Name, Title)

Joanne Viggiano / bid Supervisor.

(Printed Name and Title)

\* Annemarie Hoffmann / Bid Specialist

(Address)

800-851-0400 ext. 3612 / 866-738-8999

(Phone Number) / (Fax Number)

biddept@henry-schein.com

(email address)

(Questions)  
PO's

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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.

Henry Schein Medical  
a Division of Henry Schein, Inc.

(Company)

(Authorized Signature) (Representative Name, Title)

Joanne Viggiano / Bid Supervisor

(Printed Name and Title of Authorized Representative)

7-26-16.

(Date)

800-851-0400 ext. 3612 / 866-738-8999

(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0506 EHP1600000006**

**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.

**Addendum Numbers Received:**

*(Check the box next to each addendum received)*

- ☒ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

**Henry Schein Medical**  
a Division of Henry Schein, Inc.

Company

Authorized Signature

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.

**REQUEST FOR QUOTATION  
CRFQ 0506 EHP1600000006**

**Traceable® Refrigerator/Freezer Thermometers with Bottle Probe (or Equal)**

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- 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: Joanne Viggiano  
Telephone Number: 1-800-851-0400  
Fax Number: 866-238-8999  
Email Address: Biddept@henryschein.com