

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

Request for Quotation

RFQ NUMBER
EHP90095

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

VENDOR ADDRESS

*806111809 800-324-6090
 SMD WYNNE CORPORATION
~~6474 FIESTA DRIVE~~
 8055B CORPORATE BLVD
~~COLUMBUS OH 43235~~
 PLAIN CITY, OH 43064

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - IMMUNIZATION PROGRAM
 350 CAPITOL STREET, ROOM 125
 CHARLESTON, WV
 25301-3719 304-558-2188

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/09/2008	Net 30 Days	UPS GROUND	DESTINATION	PREPAID
BID OPENING DATE: 12/11/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
RECEIVED 08 DEC -8 AM 9:29 PURCHASING DIVISION STATE OF WV						
0001	50,000	EA		475-82-97-001	\$0.355	\$17,750.00
	ICC 27 GAUGE X 1/2" TUBERCULIN SYRINGES					
	BRAND NAME: Hypodermic Needle-Pro					
	PRODUCT # 4427-TB			PKG.... 100/BOX	PRICE PER BOX \$35.50	
	(PLEASE INDICATE THE QUANTITY/PRICE PER BOX)					
0002	110,000	EA		475-82-97-001	\$0.31	\$34,100.00
	3CC 25 GAUGE X 1" SYRINGES					
	BRAND NAME: Hypodermic Needle-Pro Edge					
	PRODUCT # 4325/D			PKG.... 50/BOX	PRICE PER BOX \$15.50	
	(PLEASE INDICATE THE QUANTITY/PRICE PER BOX)					
0003	30,000	EA		475-82-97-001	\$0.31	\$9300.00
	3CC 25 GAUGE X 5/8" SYRINGES					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Tennec Wynne</i>	TELEPHONE 800-324-6090	DATE 12-4-2008
TITLE <i>President</i>	FEIN 31-1453231	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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BID OPENING DATE: 12/11/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				BRAND NAME: Hypodermic Needle-Pro EDGE PRODUCT #... 432558... PKG... 50/BOX PRICE PER BOX \$ 15.50 (PLEASE INDICATE THE QUANTITY/PRICE PER BOX)		
ALL OF THE ABOVE QUANTITIES ARE ESTIMATED ANNUAL USAGE						
BASIS OF AWARD: AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE VENDOR MEETING SPECIFICATIONS, BUT THE STATE RESERVES THE RIGHT TO SPLIT AWARD, IF IT IS IN THE BEST INTEREST OF THE STATE TO DO SO.						
ALL ITEMS MUST MEET OR EXCEED THE STANDARD RECOMMENDED BY THE NEEDLESTICK INJURY PREVENTION ADVISORY COMMITTEE AS PER WEST VIRGINIA CODE OF STATE RULES 64-82-6, ATTACHED HERETO BY REFERENCE.						
THIS CONTRACT MAY ALSO BE USED BY ANY STATE AGENCY UPON APPROVAL OF THE DIRECTOR OF THE STATE PURCHASING DIVISION. AGENCIES OTHER THAN THE ONE NAMED ON THE FACE OF THIS CONTRACT WILL ISSUE A BLANKET RELEASE ORDER APPROVED BY THE PURCHASING DIVISION TO AUTHORIZE USE OF THE CONTRACT.						
PLEASE SEE THE ATTACHED: - WV CODE OF STATE RULES 64-82 (7 PAGES) - WV STATE CODE, ARTICLE 516-36-1 (3 PAGES)						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Terrence Wynne</i>	800-324-6090	12-4-2008
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	31-1453231	

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



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<p>REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Terrence Wynne</i>	TELEPHONE 800-324-6090	DATE 12-4-2008
TITLE <i>President</i>	FEIN 31-1453231	ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR RECORDS

*806111809 800-324-6090
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<p>WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE <i>President</i>	FEIN <i>31-1453031</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 3/88 EXHIBIT 6					
<p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>IF THE VENDOR CANNOT GUARANTEE A FIRM PRICE FOR THE LIFE OF CONTRACT, HE MUST INDICATE BELOW FAILURE TO QUALIFY THE PREFERRED TERMS WILL</p>						

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SIGNATURE *Terrence Wynne* TELEPHONE **800-324-6090** DATE **12-4-2008**

TITLE *President* FEIN **31-1453231** ADDRESS CHANGES TO BE NOTED ABOVE

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<p>BIND THE VENDOR TO A FIRM PRICE FOR THE LIFE OF THE CONTRACT.</p> <p>ALTERNATE TERMS:</p> <p>() THE PRICES ON THIS CONTRACT WILL REMAIN FIRM FOR DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT. PRICES WILL REMAIN FIRM AFTER EACH PRICE ADJUSTMENT FOR A MINIMUM OF DAYS.</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 11/18/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>						

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SIGNATURE <i>Terrene Wynne</i>	TELEPHONE 800-324-6090	DATE 12-4-2008
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<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: -----RW/FILE 22-----</p> <p>RFQ. NO.: -----EHP90095-----</p> <p>BID OPENING DATE: -----12/11/2008-----</p> <p>BID OPENING TIME: -----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>614-873-2401</i></p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): <i>TERRENCE WYNNE</i></p>						

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***** THIS IS THE END OF RFQ EHP90095 ***** TOTAL:						<u>\$61,150.00</u>

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TITLE *President* FEIN **31-1453231** ADDRESS CHANGES TO BE NOTED ABOVE

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64CSR82
TITLE 64
LEGISLATIVE RULE
DIVISION OF HEALTH
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

SERIES 82
NEEDLESTICK INJURY PREVENTION

§64-82-1. General.

- 1.1. Scope -- This legislative rule establishes specific standards and procedures concerning needlestick injury prevention; creates a needlestick injury prevention program in hospitals, nursing homes, public health departments and home health agencies, including those staffed by public employees; makes compliance with rules a condition of licensure; establishes requirements for facilities to use needleless systems; relates to keeping sharps injury logs; requires the maintainment of a list of existing needleless systems; sets forth exceptions to requirements; and other matters pertinent and necessary for the implementation of the Needlestick Injury Prevention Program, W. Va. Code §16-36-1 et seq. This rule supplements the Needlestick Injury Prevention Program, W. Va. Code §16-36-1 et seq., and should be read in conjunction with the Act.
- 1.2. Authority. -- W. Va. Code §16-36-2.
- 1.3. Filing Date. -- May 10, 2001.
- 1.4. Effective Date. -- July 1, 2001.

§64-82-2. Application and Enforcement.

- 2.1. Application -- This rules applies to:
 - 2.1.a. Every hospital licensed under the provisions of W. Va. Code §16-5B-1 et seq.;
 - 2.1.b. Every nursing home licensed under the provisions of W. Va. Code §16-5C-1 et seq.
 - 2.1.c. Every local health department;
 - 2.1.d. Every home health agency certified by the office of health facility licensure and certification;
 - 2.1.e. All hospitals and nursing homes operated by the state or any agency of the state; and
 - 2.1.f. All hospitals, nursing homes, local health departments and home health agencies which are staffed in whole or in part by public employees.
- 2.2. Enforcement -- This rule is enforced by the director of the division of health or his or her lawful designee.

§64-82-3. Definitions.

- 3.1. Annual Report. -- A quality improvement report, submitted to the director on a yearly basis, including a summary of trends in needlestick injuries and suggestions as to whether or how protective mechanisms or work practice control could be utilized to prevent the injuries.
- 3.2. Contaminated. -- The presence or the reasonably anticipated presence of blood or other potentially infectious materials on a surface or in or on an item.
- 3.3. Engineered Sharps Injury Protection.
 - 3.3.a. A physical attribute built into a needle device used for withdrawing body fluids, accessing a vein or artery, or administering medications or other fluids, which effectively reduces the risk of an exposure incident by a mechanism such as barrier creation, blunting, encapsulation, withdrawal or other effective mechanisms; or
 - 3.3.b. A physical attribute built into any other type of needle device, or into a non-needle sharp, which effectively reduces the risk of an exposure incident.
- 3.4. Engineering Controls. -- Sharps prevention technology including, but not limited to, systems not using needles and needles with engineered sharps injury protection that isolate or remove the bloodborne pathogens hazard from the workplace.
- 3.5. Exposure incident. -- A specific eye, mouth, or other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee's duties.
- 3.6. HBV. -- Hepatitis B virus.
- 3.7. HCV. -- Hepatitis C virus.
- 3.8. HIV. -- Human immunodeficiency virus.
- 3.9. Occupational Exposure. -- Reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties.
- 3.10. Protective Equipment. -- Specialized clothing or equipment worn by an employee for protection against a hazard. General work clothes (e.g., uniforms, pants, shirts, or blouses) not intended to function as protection against a hazard are not considered to be protective equipment.
- 3.11. Quarterly Report. -- A quarterly supplement to the annual report, reported to the director, containing the specific information of each exposure incident as set forth in section five of this rule and a cover sheet with patterns of needlestick and sharps injuries that the facility has identified.

- 3.12. Sharps. – Any object used or encountered by a health care worker that can be reasonably anticipated to penetrate the skin or any other part of the body, and to result in an exposure incident, including, but not limited to, hollow-bore needles or sharp instruments, including, but not limited to, needles, lancets, and scalpels.

§64-82-4. Use of Needleless Systems or Other Engineering Controls.

- 4.1. Facilities shall use needleless systems for:

- 4.1.a. Withdrawal of body fluids after initial venous or arterial access is established;
- 4.1.b. Administration of medications or fluids; and
- 4.1.c. Any other procedure involving the potential for an exposure incident for which a needleless system or other engineering control is available as an alternative to the use of needle devices.
- 4.1.d. Facilities are not required to use a needleless system, provided, that the requirements of the Occupational Exposure to Bloodborne Pathogens; Needlesticks and Other Sharps Injuries; Final Rule, 29CFR Part 1910, www.osha-slc.gov/needlesticks/index.html, attached hereto as appendix 1 are met;
 - 4.1.d.1. In cases where the facility can demonstrate circumstances in which the technology does not promote employee or patient safety or interferes with a medical procedure;
 - 4.1.d.2. In circumstances where the technology is medically contraindicated or where the facility demonstrates by means of objective product evaluation criteria that the use of the technology is not more effective than alternative measures used by the facility to prevent exposure incidents;
 - 4.1.d.3. In cases where the employer shows that no needleless systems or engineered sharps injury protection devices are available in the marketplace for a medical procedure because of limits in supply or in technology;
 - 4.1.d.4. In circumstances in which the employer shows that sufficient information is not available on safety performance of needleless systems or sharps devices with engineered protection available in the marketplace and the employer is actively evaluating the devices;
 - 4.1.d.5. In circumstances in which health care employees involved in patient's care determine, in the reasonable exercise of their clinical judgement, that use of the engineering control will jeopardize the patient's safety or the success of a medical nursing procedure involving the patient.

- 4.2. If needleless systems are not used, needles with engineered sharps injury protection shall be used for:

- 4.2.a. Withdrawal of body fluids;

- 4.2.b. Accessing a vein or artery;
 - 4.2.c. Administration of medications or fluids; and
 - 4.2.d. Any other procedure involving the potential for an exposure incident for which a needle device with engineered sharps injury protection is available.
- 4.3. If sharps other than needle devices are used, these items shall include engineered sharps injury protection.

§64-82-5. Sharps Injury Log.

- 5.1. A facility shall record information concerning exposure incidents in a sharps injury log, to be kept within the facility, which shall include:
- 5.1.a. The date and time of the exposure incident;
 - 5.1.b. The type and brand of sharp involved in the incident if known; and
 - 5.1.c. A complete description of the exposure incident including the following information:
 - 5.1.c.1. The job classification of the exposed worker;
 - 5.1.c.2. The department or work area where the exposure incident occurred;
 - 5.1.c.3. The procedure or task that the exposed worker was performing at the time of the incident;
 - 5.1.c.4. How the incident occurred;
 - 5.1.c.5. The body part involved in the exposure incident;
 - 5.1.c.6. If the sharp had engineered sharps injury protection, whether the protective mechanism was activated and whether the injury occurred before the protective mechanism was activated, during activation of the mechanism, or after activation of the mechanism, if applicable; and,
 - 5.1.c.7. Any suggestions by the injured employee as to whether or how protective mechanisms or work practice control could be utilized to prevent the injuries.
- 5.2. The sharps injury log shall not contain any personal identifiers, including, but not limited to, the injured employee's name, age, date of birth, social security number, or address.
- 5.3. Recording; Reporting.
- 5.3.a. The facility shall record the exposure incident on the log within six (6) working days of the date the incident is reported to the employer.
 - 5.3.b. The facility shall prepare an annual report of needlestick injuries within the facility, to be reported to the director, including a quality improvement report

based on the data from the quarterly reports. The quality improvement report shall include a summary of trends in needlestick injuries and suggestions as to whether or how protective mechanisms or work practice control could be used to prevent these injuries.

5.3 c. Facilities shall supplement the annual report with quarterly reports to be submitted to the director within thirty days (30) of the close of each quarter. The quarterly reports shall contain the specific information of each exposure incident as set forth in section five of this rule and any patterns of needlestick and sharps injuries that the facility has identified.

5.3 d. The reports required by this rule may be made electronically in a manner approved by the director, or in a form stipulated by the director.

§64-82-6. List of Needleless Systems and Needles with Engineered Injury Protections.

6.1. The division of health shall maintain a list of existing needleless systems and needle and sharps with engineered injury protection. The director shall make the list available to assist employers in complying with the requirements of the standards adopted under W. Va. Code §16-36-1 et seq. and this rule. The division of health shall review and update the list annually.

6.2. The list may be developed from existing sources of information, including but not limited to, the federal Food and Drug Administration, the federal Centers for Disease Control, the National Institute of Occupational Safety and Health, the United States Department of Veterans Affairs and product usage experience of hospitals.

6.3. Characteristics of needles and sharps with engineered injury protection shall include but not be limited to:

6.3 a. Devices that provide a barrier between the hands and the sharp after use;

6.3 b. Devices that allow or require the health care employees' hands to remain behind the sharp at all times;

6.3 c. An engineering control mechanism that is an integral part of the device and does not need to be added for use;

6.3 d. Devices that are simple and self evident to operate and require little or no training for effective use;

6.3 e. An engineering control mechanism that either requires no activation by the user, or has a safety feature can be engaged with a single-handed technique and allows the worker's hands to remain behind the exposed sharp;

6.3 f. A device that enables the user to easily tell whether the safety feature is activated;

6.3 g. Devices that perform reliably;

6.3 h. Devices that are easy to use and practical;

6.3.i. Devices that are safe and effective for patient care; and

6.3.j. An engineering control mechanism that is integrated with the sharp after use and remains in effect after disposal to protect health care employees.

§64-82-7. Training.

- 7.1. Facilities shall provide a training program to all health care employees who are at risk for occupational exposure which they shall participate in during working hours at no cost to the health care employees.
- 7.2. The person conducting the training shall be knowledgeable in the subject matter covered by the elements contained in the training program as it relates to the workplace that the training will address.
- 7.3. The training shall take place at the time of implementation of a new device and during initial hire orientation of all applicable employees.
- 7.4. The needlestick injury prevention advisory committee shall set forth specific guidelines and recommendations for the specific areas that the training shall cover.
- 7.5. The facility shall maintain records of the training of health care employees for three (3) years from the date on which the training occurred or according to facility policy whichever is more stringent.

§64-82-8. Vaccinations.

- 8.1. The employer shall ensure that all health care employees who have declined to accept hepatitis B vaccination be offered a hepatitis vaccination series annually thereafter.
- 8.2. If a routine booster dose of hepatitis B or other vaccines for HCV or HIV are recommended by the U.S. Public Health Service at a future date, the employer shall make the booster dose or vaccination series available to the health care employee at no cost.

§64-82-9. Protective Equipment.

- 9.1. All health care employees shall use appropriate protective equipment when occupational exposure can be reasonably anticipated.
- 9.2. Facilities shall provide appropriate protective equipment to their health care employees at no cost.

§64-82-10. Placement of Sharps Containers.

- 10.1. Sharps disposable containers should be strategically located and placed so as to be easily visible and to avoid overfilling; they should be within easy horizontal reach of the user. Systems should have secure locking and enable easy replacement. When containers are fixed to a wall, the vertical height should allow the worker to view the opening or access to the container.

- 10.2 The division of health, shall as part of its review of sharps injury logs, determine whether injuries have occurred due to a lack of sharps containers. The division will report any noncompliance with the sharps containers requirement to the Office of Health Facilities Certification and Licensure

§64-82-11. Confidentiality; Disclosure.

- 11.1 No person who obtains information under W. Va. Code §16-36-1 et seq. and this rule may disclose information to any other person except for the fulfillment of purposes consistent with W. Va. Code §16-36-1 et seq. and this rule.
- 11.2 Any person who obtains information protected by the provisions of W. Va. Code §6-36-1 et seq. and this rule shall sign a statement that he or she fully understands and will maintain the confidentiality of the information.
- 11.3 The reports of all needlestick injuries submitted in compliance with this rule are protected and are exempt from public disclosure under the exemption for medical records contained in W. Va. Code §29B-1-1 et seq., the Freedom of Information Act: Provided, That the reports are subject to the provisions of W. Va. Code §16-3C-1 et seq. This information shall not be used except as is necessary to enforce State public health laws and rules and to analyze the magnitude of needlestick injuries in the State for assisting in the development of adequate safeguards against their occurrence.

§64-82-12. Distribution of Rule.

The division and health care professional licensing boards and agencies may distribute this rule to any facility that has a duty under this rule.

§64-82-13. Violations and Sanctions.

- 13.1 Facilities shall comply with the requirements of the standards adopted under W. Va. Code §16-1-18 and this rule as a condition for licensure, certification, and permission to operate.
- 13.2 The director may revoke or suspend a facility's license, certificate, or permission to operate when the facility fails to comply with this rule and all applicable provisions in W. Va. Code §16-36-1.

§64-82-14. Administrative Due Process.

Those person adversely affected by the enforcement of this rule desiring a contested case hearing to determine any rights, duties, interests, or privileges shall do so in a manner prescribed in the division of health Rules of Procedure for Contested Case Hearings and Declaratory Rulings, 64 CSR 1.



Needlestick Injury Prevention Program

WV State Code §16-36-1. Definitions.

As used in this article:

- (a) "Director" means the director of the division of health;
- (b) "Engineering controls" means sharps prevention technology including, but not limited to, systems not using needles and needles with engineered sharps injury protection;
- (c) "Facility" means every hospital licensed under the provisions of article five-b of this chapter; every nursing home licensed under the provisions of article five-c of this chapter; every local health department, every home health agency certified by the office of health facility licensure and certification, all hospitals and nursing homes operated by the state or any agency of the state and all hospitals, nursing homes, local health departments and home health agencies which are staffed, in whole or in part, by public employees;
- (d) "Health care worker" means any person working in a facility;
- (e) "Needleless system" means a device that does not utilize needles for the withdrawal of body fluids after initial venous or arterial access is established, the administration of medication or fluids, or any other procedure involving the potential for an exposure incident;
- (f) "Needlestick injury" means the parenteral introduction into the body of a health care worker, during the performance of his or her duties, of blood or other potentially infectious material by a hollow-bore needle or sharp instrument, including, but not limited to, needles, lancets, scalpels and contaminated broken glass; and
- (g) "Sharps" means hollow-bore needles or sharp instruments, including, but not limited to, needles, lancets and scalpels.

§16-36-2. Needlestick injury prevention rules.

(a) On or before the first day of July, two thousand, the director shall, with the advice and cooperation of the advisory committee established under this article, propose rules for legislative approval in accordance with the provisions of article three, chapter twenty-nine-a of this code requiring facilities, as a condition of licensure certification or operation, to minimize the risk of needlestick and sharps injuries to health care workers. In developing the rules the director shall take into consideration the most recent guidelines of the occupational safety and health administration that relate to prevention of needlestick and sharps injuries.

(b) The rules shall include, but not be limited to, the following provisions:

- (1) A requirement that facilities utilize needleless systems or other engineering controls designed to prevent needlestick or sharps injuries, except in cases where the facility can demonstrate circumstances in which the technology does not promote employee or patient safety or interferes with a medical procedure. Those circumstances shall be specified by the facility and shall include, but not be limited to, circumstances where the technology is medically contraindicated or not more effective than alternative

measures used by the facility to prevent exposure incidents: *Provided*, That no specific device may be mandated;

(2) A requirement that information concerning exposure incidents be recorded in a sharps injury log, to be kept within the facility and reported annually to the director. Information recorded in the log shall contain, at a minimum:

(A) The date and time of the exposure incident;

(B) The type and brand of sharp involved in the incident; and

(C) A description of the exposure incident which shall at a minimum include:

(i) The job classification of the exposed worker;

(ii) The department or work area where the exposure incident occurred;

(iii) The procedure that the exposed worker was performing at the time of the incident;

(iv) How the incident occurred;

(v) The body part involved in the exposure incident;

(vi) If the sharp had engineered sharps injury protection, whether the protective mechanism was activated and whether the injury occurred before the protective mechanism was activated, during activation of the mechanism or after activation of the mechanism, if applicable; and

(vii) Any suggestions by the injured employee as to whether or how protective mechanisms or work practice control could be utilized to prevent such injuries;

(3) A provision for maintaining a list of existing needleless systems and needles and sharps with engineered injury protections. The director shall make the list available to assist employers in complying with the requirements of the standards adopted in accordance with this article; and

(4) Any additional provisions consistent with the purposes of this article, including, but not limited to, training and educational requirements, measures to increase vaccinations, strategic placement of sharps containers as close to the work area as is practical and increased use of protective equipment.

§16-36-3. Needlestick injury prevention advisory committee.

(a) There is established a needlestick injury prevention advisory committee to advise the director in the development of rules required under this article.

(b) The committee shall meet at least four times a year for the initial two years after the effective date of this article and on the call of the director thereafter. The director shall serve as the chair and shall appoint thirteen members, one representing each of the following groups:

(1) A representative of the health insurance industry;

(2) The executive director of the workers' compensation commission, or his or her designee;



- (3) Five nurses who work primarily providing direct patient care in a hospital or nursing home, at least one of which is employed in a state-operated facility;
- (4) A phlebotomist employed in a hospital or nursing home;
- (5) Two administrators of different hospitals operating within the state;
- (6) A director of nursing employed in a nursing home within the state;
- (7) A licensed physician practicing in the state; and
- (8) An administrator of a nursing home operating within the state.

(c) Members of the committee serve without compensation. Each member shall be reimbursed for actual and necessary expenses incurred for each day or portion thereof engaged in the discharge of official duties, in a manner consistent with guidelines of the travel management office of the department of administration.

(d) A majority of all members constitutes a quorum for the transaction of all business. Members serve for two-year terms and may not serve for more than two consecutive terms.

§16-36-4. Exception.

Until the first day of July, two thousand five, drugs and biologics regulated by the food and drug administration whose packaging, on the effective date of this article, includes needles and syringes, are considered to meet any standards promulgated under this article.

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

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

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: SMD WYNNE Corporation
 Authorized Signature: Tereene Wynne Date: 12-4-2008