

111-9626, 10526



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: EHP10068

PAGE: 1

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

RFQ COPY  
TYPE NAME/ADDRESS HERE

**HENRY SCHEIN, INC.**  
Medical Mds - E285  
135 Duryea Road  
Melville, NY 11747

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	FOB	FREIGHT TERMS
12/17/2009				

BID OPENING DATE: 01/21/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	(500 bxs) 50,000	EA	475-82	ICC 27 GAUGE X 1/2" TUBERCULIN SYRINGES <i>(100 per box) 901-1396 VANISH POINT # 10131</i>	50.44	25,220.00

OPEN END CONTRACT

THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA BUREAU OF PUBLIC HEALTH, OFFICE OF EPIDEMIOLOGY AND PREVENTION SERVICES, IS SOLICITING BIDS FOR RETRACTABLE SAFETY SYRINGES PER THE ATTACHED DOCUMENTATION.

THE SYRINGES MUST INCLUDE SAFETY FEATURE OF A RETRACTABLE, PERMANENTLY ATTACHED NEEDLE.

TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO ROBERTA WAGNER IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT ROBERTA.A.WAGNER@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 01/05/2010 AT THE CLOSE OF BUSINESS ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.

ANNEMARIE HOFFMANN  
BID SPECIALIST

RECEIVED  
2010 JAN 21 AM 9:40  
WV PURCHASING DIVISION

SIGNATURE: *ANNEMARIE HOFFMANN* TELEPHONE: 800-851-0400 DATE: 1/19/10  
PHONE: 631-390-8123 FAX: 631-390-8125  
TITLE: *11-3136595* ADDRESS CHANGES TO BE NOTED ABOVE

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



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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**HENRY SCHEIN, INC.**  
**Medical Bids - E255**  
**135 Duryea Road**  
**Melville, NY 11747**

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
12/17/2009				

BID OPENING DATE: **01/21/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0002	(1100 bxs) 110,000	EA		475-82	44.45	48,895.00
	3CC 25 GAUGE X 1" SYRINGES <b>701-8161</b> <b>VANISH POINT #10391</b> (ALL QUANTITIES ARE ESTIMATED ANNUAL USAGE.) (UNIT PRICING IS PER SYRINGE) BRAND/MODEL: PKG: (PREFER 100 PER CASE)					
0003	(300 bxs) 30,000	EA		475-82	44.45	13,335.00
	3CC 25 GAUGE X 5/8" SYRINGES <b>701-9521</b> <b>VANISH POINT #10301</b> (ALL QUANTITIES ARE ESTIMATED ANNUAL USAGE.) (UNIT PRICING IS PER SYRINGE) BRAND/MODEL: PKG: (PREFER 100 PER CASE)					
ANY ITEM BID ON THIS CONTRACT MUST MEET OR EXCEED THE INTENT OF HOUSE BILL 4298 ENACTED BY THE LEGISLATURE OF WEST VIRGINIA AND ALL ITEMS BID MUST MEET OR EXCEED THE STANDARD RECOMMENDED BY THE NEEDLESTICK INJURY PREVENTION ADVISORY COMMITTEE.  SEE ATTACHED COPY OF HOUSE BILL 4298 AS WELL AS THE TITLE 64, LEGISLATIVE RULE, SERIES 82 NEEDLESTICK INJURY PREVENTION.  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 FAC						

ANNEMARIE HOPEY  
 BID SPECIALIST  
 PHONE: 631-390-1111  
 FAX: 631-390-1111  
 TELEPHONE: **11-3136595**  
 DATE: **1/19/10**  
 ADDRESS CHANGES TO BE NOTED ABOVE

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**304-558-0067**

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VENDOR

**HENRY SCHEIN, INC.**  
**Medical Bids - E255**  
**135 Duryea Road**  
**Melville, NY 11747**

SHIP TO

**HEALTH AND HUMAN RESOURCES**  
**BPH - IMMUNIZATION PROGRAM**  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/17/2009				

BID OPENING DATE: **01/21/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OF THIS CONTRACT WILL ISSUE A RELEASE ORDER APPROVED BY THE PURCHASING DIVISION TO AUTHORIZE USE OF THE CONTRACT</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <b>ANNEMARIE HOFFMANN</b>	TELEPHONE <b>800-851-0400</b>	DATE <b>1/19/10</b>
TITLE <b>BID SPECIALIST</b>	PHONE: 631-390-8116 <b>31365-915</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

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**HENRY SCHEIN, INC.**  
**Medical Bids - E255**  
**135 Duryea Road**  
**Melville NY 11747**

**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	FOB	FREIGHT TERMS
12/17/2009				

BID OPENING DATE:

01/21/2010

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT 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>						

REV. 05/26/2009  
**ANNEMARIE HOFFMANN**  
**BID SPECIALIST**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	PHONE: 631-390-8123	TELEPHONE	DATE
TITLE	TAX: 631-390-8123	800-851-0400	1/19/10

ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

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**HENRY SCHEIN, INC.**  
**Medical Bids - E255**  
**135 Duryea Road**  
**Melville NY 11747**

SHIP TO

**HEALTH AND HUMAN RESOURCES**  
**BPH - IMMUNIZATION PROGRAM**  
  
**350 CAPITOL STREET, ROOM 125**  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/17/2009				

BID OPENING DATE:

01/21/2010

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</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: ROBERTA WAGNER</p> <p>RFQ. NO.: EHP10068</p> <p>BID OPENING DATE: 01/21/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p><b>ANNEMARIE HOFFMANN</b>  <b>BID SPECIALIST</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	PHONE: 631-390-8123	TELEPHONE	DATE
TITLE	FAX: 631-390-8173	800-851-0400	1/19/10

ADDRESS CHANGES TO BE NOTED ABOVE

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**HENRY SCHEIN, INC.**  
**Medical Bids - E255**  
**135 Duryea Road**  
**Melville, NY 11747**

SHIP TO

**HEALTH AND HUMAN RESOURCES**  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
12/17/2009				

BID OPENING DATE: **01/21/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ EHP10068 ***** TOTAL: _____</p>						
<p><b>ANNEMARIE HOFFMANN</b>  <b>BID SPECIALIST</b>  <b>PHONE: 631-390-8123</b>  <b>FAX: 631-390-8173</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: **ANNEMARIE HOFFMANN** TELEPHONE: **800-851-0400** DATE: **11/19/10**

TITLE: **BID SPECIALIST** ADDRESS CHANGES TO BE NOTED ABOVE

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

**BID Information**

Customer# 1119625  
BID# 31726  
BID Receipt Date: 01/05/10  
Due Date: 01/21/10  
Expiration Date: 01/30/10  
BID Total: 87450.00

Page# 1

**BID RESPONSE**

State of West Virginia  
Health and Human Resources  
350 Capital Street Rm 125 BHP STD Pr  
Charleston WV 253011757

LINE NO	ITEM CODE	DESCRIPTION	UNIT SIZE	STRENGTH	WEIGHT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.00	7011396	Vanish Pt Syringe w/Needl	100/Bx	27x1/2"	1.05 LB	500	50.44	25,220.00
2.00	7018161	Vanish Pt Syringe w/Needl	100/bx	25Gx1"	1.88 LB	1100	44.45	48,895.00
3.00	7019521	Vanish Pt Syringe w/Needl	100/Bx	25x5/8"	1.87 LB	300	44.45	13,335.00

TOTAL PRICE BEFORE TAX	:	87,450.00
SALES TAX	:	
TOTAL PRICE AFTER TAX AND TOTAL WEIGHT:		87,450.00

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



# Terms of Sale

## THE SULLIVAN-SCHEIN PRICE POLICY:

We make every effort to maintain prices for the duration of a 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.

Henry Schein, Inc. and Customer agree that the terms and conditions hereinafter set forth shall govern the relationship between Henry Schein and the Customer. Customer acknowledges and accepts all such terms and conditions by placing an order for goods with Henry Schein, and upon the Customer's receipt of Henry Schein's invoice enclosed with items delivered to Customer, or upon Customer's receipt of Henry Schein's credit memorandum or statement, whichever occurs first.

## Choose Your Payment Method



For your convenience, we provide several payment alternatives. Orders billed to your account may be paid by ACH Debit, Check by Phone, or Check. If you prefer, you may use your Henry Schein Platinum BusinessCard, American Express, Visa, MasterCard or Discover Card when placing your order. All sales are subject to our normal terms and conditions.

All sales are subject to credit approval. Invoices are payable within agreed terms of sale.

### Open Accounts Receivable:

All unpaid accounts receivable past due are subject to a 1.5% finance charge.

### Equipment:

Equipment sale terms differ, and convenient financing or leasing is available to approved customers. Call: 1-800-645-6594 for details.

## DELIVERY TERMS:

### All Shipments:

Unless otherwise agreed, freight terms are FOB Shipper's Dock ('Ex Works' outside North America). Title passes at the time the shipment is loaded at the shipper's dock.

### Continental U.S.:

All orders will be subject to a handling charge. This charge includes freight, except for additional carrier charges related to special delivery services and hazardous material shipments (♦). Special orders are subject to additional freight charges.

### Alaska, Hawaii & Pacific Protectorates:

Standard shipping methods provide direct, reduced cost, expedited air delivery service to all accounts in Alaska and Hawaii. Customers in the Pacific Protectorates are offered direct surface transport, or postal services for reliable delivery. No additional surcharges apply, except when special services are requested. Low-level hazardous items (dangerous goods in accepted quantities and Consumer Commodity ID 8000) are now available via UPS 2nd-day air.

### Guam, Puerto Rico, U.S. Trust Territories & Virgin Islands:

- All orders will be subject to a handling charge. This charge includes freight through the United States Postal Service (USPS).
- Special delivery orders and hazardous material shipments can be shipped via United Parcel Services (UPS) for an additional charge. No minimum order amount or weight applies. Speak to your International Representative for details.
- For Puerto Rico only: The Commonwealth of Puerto Rico imposes a 6.6% excise tax, which is not collected by Henry Schein, Inc.

### Outside U.S.:

If your order is being shipped outside the U.S. please refer to the International Terms & Conditions at [sullivanschein.com](http://sullivanschein.com).

## RX PRODUCTS & CONTROLLED SUBSTANCES:

Regulations require us to limit the sale of Rx and controlled substances only to registered, licensed healthcare professionals. If you are a new customer or have recently moved, please furnish us with a copy of your updated state registration. For controlled substances, furnish a copy of your DEA certificate verifying your shipping address. Class II drugs can only be ordered by mail. All Federal 222 Forms for Class II drugs must be mailed to:

Henry Schein, Inc.  
5315 West 74th Street Suite 300  
Indianapolis IN 46268

## GUARANTEED SATISFACTION:

If you have tried a product and it is defective or does not perform satisfactorily, we will provide credit, exchange or refund. It's your choice.

## INSTITUTIONAL, GOVERNMENT & CORPORATE ACCOUNTS:

Terms of Sale follow the same guidelines unless denoted differently in a contract. When applicable, freight is calculated by the weight. There is no minimum order, however, there is a nominal \$9.00 handling charge on orders under \$100. Some offers and promotions outlined in this catalog may not pertain. Requests for bids and proposals may be sent to:

Henry Schein, Inc.  
Bid Department  
135 Duryea Rd  
Melville NY 11747

## RETURNS:

To arrange for a return, simply call our Customer Service department or contact your Sales Consultant. The following conditions must be complied with:

- All returns must be accompanied by a copy of your invoice and a reason for the return.
- Returned products must have been purchased within the previous thirty (30) days. Any returns past thirty (30) days are subject to a restocking fee.
- Shortages or errors in shipments must be reported within seven (7) days of invoice date to issue credit (if applicable).
- Shipping charges will apply on all returns.

### Exceptions:

The following special customized or government-regulated items are not returnable:

- Opened handpieces, small equipment, and custom-ordered equipment
- Special order items (products that we do not ordinarily stock)
- Personalized and imprinted items
- Opened computer hardware and software
- Controlled drugs
- Hazardous items
- Expired products
- Items that cannot be returned to the manufacturer

### Prescription Drug Returns:

The Prescription Drug Marketing Act ("PDMA") requires any customer returning prescription drugs to complete and return a Prescription Drug Return Authorization form. Federal law requires that the healthcare entity returning prescription drugs document that the product was kept under proper storage and handling conditions while in their possession and during the return of the product. To get a copy of the form and proper return authorization, please contact Customer Service at 1-800-472-4346.

## INTERNATIONAL ORDERS:

We proudly serve healthcare professionals, governments, and dealers throughout the world. To place orders or for inquiries on export terms and conditions please contact the International Department by phone: 1-631-843-5325, fax: 1-631-843-5676, or send us an e-mail at: [export@henryschein.com](mailto:export@henryschein.com). If you will be visiting the Miami area, please stop by and see our full-service facility at: 2089 NW 87th Ave. Miami FL 33172.

Returns: A return authorization number must be received prior to returning any merchandise. Returned products must have been purchased within the previous thirty (30) days.

International Dept.	1-631-843-5325 8am-6pm, et Fax: 1-631-843-5676	In France	33.1.4179.6565
In Miami, Florida	1-305-418-4101 Fax: 1-305-418-4312	In Germany	49.7531.992100
In Canada	East: 1-905-612-0033 West: 1-604-527-8888	In Great Britain	44.1622656200
In Australia	61.2.9662.4144	In Holland	31.30.2426280
In Austria	43.1.6999027	In Iceland	354.4611129
In Belgium	32.2.4123571	In Ireland	Northern: 44.2890370702 Republic of: 351.4507601
		In Israel	972.3.5372775
		In New Zealand	64.9.4140040
		In Spain	34.91.3606005



## Telephone Hotlines: We're here, ready to help you

To Place An Order:  
1-800-372-4346 8am-9pm, et

To Fax An Order:  
1-800-732-7023 24 Hours

Customer Service:  
1-800-472-4346 8am-9pm, et

Equipment Sales & Service	1-800-645-6594
ARUBA® Technical Support	1-800-711-6032 8am-6pm, et
Dental Schools	1-800-851-0400 8am-6pm, et
Financial Services	1-800-443-2756 8am-6pm, et

Institutional/Federal	1-800-851-0400 8am-6pm, et
Product Technical Support	1-800-372-4346 8am-6pm, et
Premium Point Information	1-800-472-4346 8am-4:30pm, et
ProRepair	1-800-367-3674 8am-5pm, et

RFQ No EHP10068

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Henry Schein, Inc.

Authorized Signature: *Christiane Hoffmann* Date: 1/19/10

State of New York

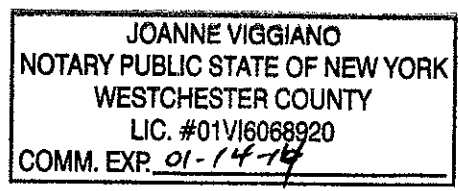
County of Suffolk, to-wit:

Taken, subscribed, and sworn to before me this 19<sup>th</sup> day of January, 20 10

My Commission expires 01/19/10, 20 10

**AFFIX SEAL HERE**

NOTARY PUBLIC *Joanne Viggiano*





EHP10068  
RFQ

Any item bid on this contract must meet or exceed the intent of House Bill 4298 enacted by the Legislature of West Virginia and all items bid must meet or exceed the standard recommended by the Needlestick Injury Prevention Advisory Committee

See attached copy of House Bill 4298 as well as copy of Title 64, Legislative Rule, Series 82 Needlestick Injury Prevention

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 release order approved by the Purchasing Division to authorize use of the contract.

Contract shall extend for a period of one (1) year, with renewal provisions for two (2) one (1) year periods. Price escalation clause should be worded into contract.

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West Virginia Department of Health and Human Resources (DHHR)  
Bureau for Public Health (BPH)



## ***Needlestick Injury Prevention Program***

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**ENROLLED  
COMMITTEE SUBSTITUTE  
FOR  
H. B. 4298**

[Legislative  
Rule](#)

(By Delegates Hatfield, Leach, Rose, Spencer, Kelly, Perdue and L. Smith)  
[Passed March 10, 2000; in effect ninety days from passage.]

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AN ACT to amend chapter sixteen of the code of West Virginia, one thousand nine hundred thirty-one, as amended, by adding thereto a new article, designated article thirty-six, relating to creating a needlestick injury prevention program in hospitals, nursing homes, public health departments and home health agencies, including those staffed by public employees; requiring the proposal of rules by the director of the division of health; making compliance with rules a condition of licensure; requirements for facilities to use needleless systems; keeping sharps injury logs; maintaining list of existing needleless systems; establishing a needlestick injury prevention advisory committee; and exceptions to requirements.

*Be it enacted by the Legislature of West Virginia:*

That chapter sixteen of the code of West Virginia, one thousand nine hundred thirty-one, as amended, be amended by adding thereto a new article, designated article thirty-six, to read as follows:

### **ARTICLE 36. NEEDLESTICK INJURY PREVENTION. §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, and administration of medication or fluids, or any other procedure involving the potential for an exposure incident; and,
- (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

(g) "Sharps" means hollow-bore needles or sharp instruments, including but not limited to, needles, lancets and scalpels. [Top]

**§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 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 purpose 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. [\[Top\]](#)

**§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 commissioner of the bureau of employment programs, or his or her designee from the division of worker's compensation;

(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. [\[Top\]](#)

A program of the:  
State of West Virginia (WV)  
West Virginia Department of Health and Human Resources (DHHR)  
Bureau for Public Health (BPH)  
Office of Epidemiology and Health Promotion (OEHP)  
The Division of Surveillance and Disease Control (DSDC)

This page was last updated 14 August 2002.

If you have questions or comments about the West Virginia State Needlestick Injury Prevention Program, please direct them to Faisal Khan, Director, Needlestick Program [faisalkhan@wvdhhr.org](mailto:faisalkhan@wvdhhr.org)

If you have questions or comments about this Web page, please direct them to Kendra Liegey [kendra.liegey@wvdhhr.org](mailto:kendra.liegey@wvdhhr.org)



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## ***Needlestick Injury Prevention Program***

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Title 64

**LEGISLATIVE RULE**

**DIVISION OF HEALTH**

**DEPARTMENT OF HEALTH AND HUMAN RESOURCES**

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**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. V. 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. [\[Top\]](#)

### **§64-82-2. Application and Enforcement.**

2 1 Application – This rules applies to:

2 1 a Every hospital licensed under the provisions of WV Code §16-5B-1 et seq;

> 2 1 b Every nursing home licensed under the provisions of WV 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 [\[Top\]](#)

### **§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 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 result 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 [Top]

#### **§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](http://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 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 judgment, 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 [\[Top\]](#)

#### **§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 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, 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 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 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 had 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 [\[Top\]](#)

**§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 requirement 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 that 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. [\[Top\]](#)

**§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 years from the date on which the training occurred or according to facility policy whichever is more stringent. [\[Top\]](#)

#### **§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. [\[Top\]](#)

#### **§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. [\[Top\]](#)

#### **§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 [\[Top\]](#)

#### **§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 §16-36-1 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 [\[Top\]](#)

#### **§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 [\[Top\]](#)

#### **§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. [\[Top\]](#)

#### **§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 [\[Top\]](#)



A program of the:  
State of West Virginia (WV)  
West Virginia Department of Health and Human Resources (DHHR)  
Bureau for Public Health (BPH)  
Office of Epidemiology and Health Promotion (OEHP)  
The Division of Surveillance and Disease Control (DSDC)

This page was last updated 14 August 2002

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If you have questions or comments about the West Virginia State Needlestick Injury Prevention Program, please direct them to Faisal Khan, Director, Needlestick Program  
[faisalkhan@wvdhhr.org](mailto:faisalkhan@wvdhhr.org)

If you have questions or comments about this Web page, please direct them to Kendra Liegey  
[kendraliegey@wvdhhr.org](mailto:kendraliegey@wvdhhr.org)

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### TABULATIONS

We have done our best to stretch your budget dollars by offering you our most competitive prices as well as suggesting high-quality, cost-conscious alternatives. What's more, we are committed to staying as competitive as possible so that we can consistently beat any medical supply vendor on pricing. In order to remain competitive, we ask that you forward a tabulation of this bid to our offices when it becomes available

### ORDERS & CUSTOMER SERVICE

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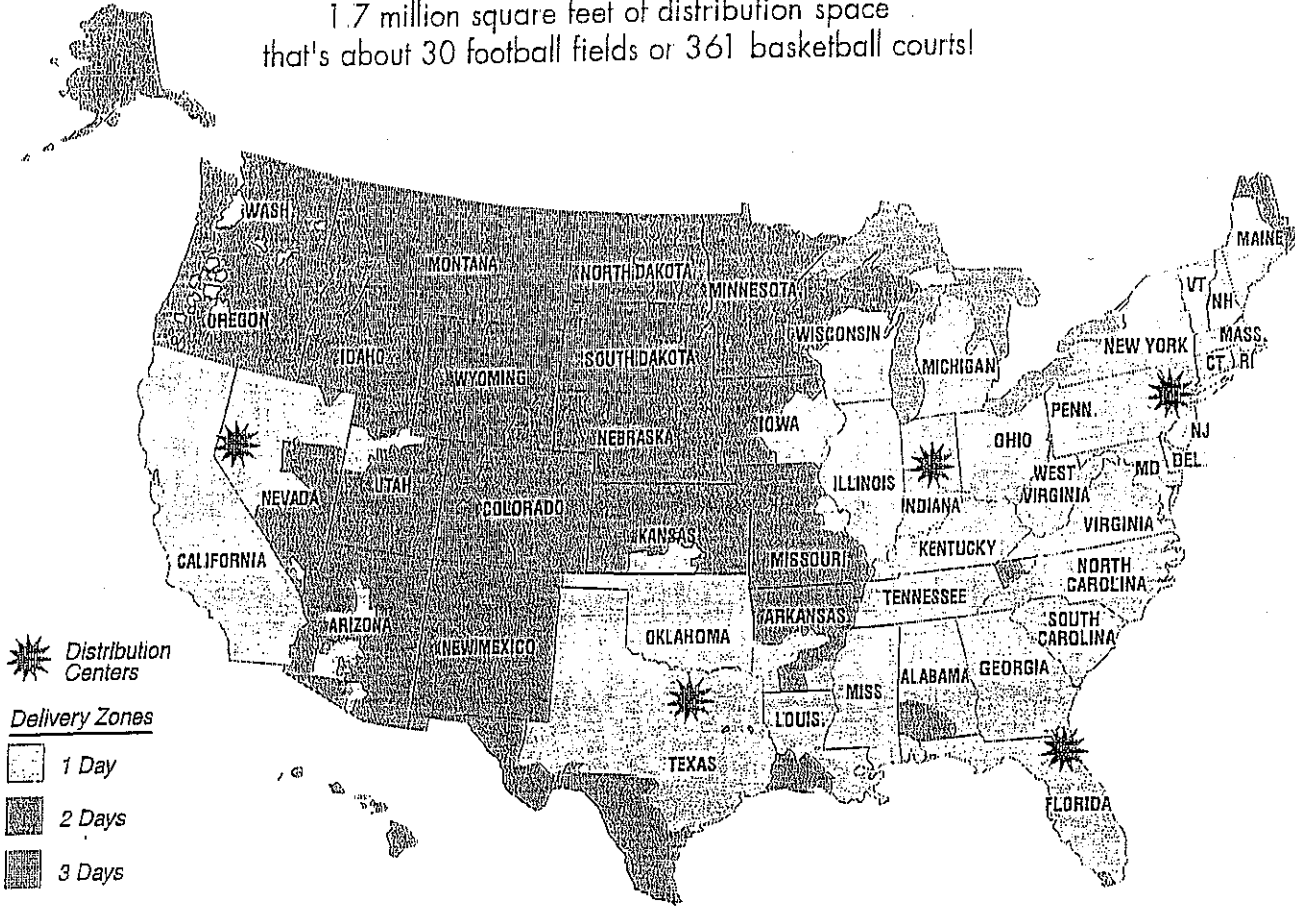
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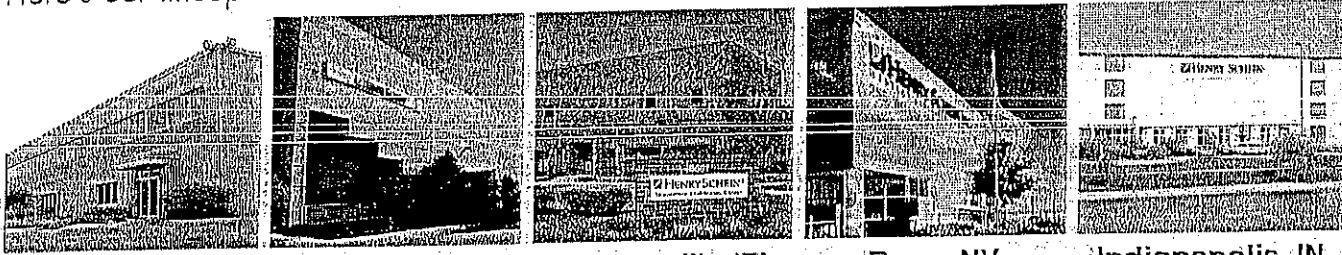
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