



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

Request for Quotation

RFQ NUMBER
 LGLOVES12

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE
VENDOR
 Fisher Scientific Company, LLC.
 300 Industry Drive
 Pittsburgh, PA 15275

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

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	PK		998-67-01-021	See Price Sheet	247,049.56
GLOVES, EXAM, DISP. LATEX, NON-STERILE STATEWIDE CONTRACT PROVIDE EXAM GLOVES TO VARIOUS STATE AGENCIES SUCH AS HOSPITALS, REGIONAL JAILS, PRISONS AND POLITICAL SUBDIVISIONS, PER THE ATTACHED SPECIFICATIONS. INQUIRIES: WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 01/11/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: TARA LYLE DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV ORDERS SHALL BE DELIVERED WITHIN TEN (10) WORKING DAYS AFTER ORDERS ARE PLACED. EMERGENCY ORDERS SHALL BE DELIVERED WITHIN FIVE (5) WORKING DAYS AFTER ORDERS ARE PLACED.						

RECEIVED

2012 APR 10 AM 10:11

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Tara Lyle</i>	TELEPHONE 724-517-1500	DATE 2/23/12
TITLE VP of Sales	FRIN 23-2942737	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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*Fisher Scientific Company, LLC
 300 Industry Drive
 Pittsburgh, PA 15275*

VENDOR

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALL ORDERS TOTALING \$100.00 OR MORE SHALL BE DELIVERED FOB; DESTINATION (VENDOR SHALL PAY ALL SHIPPING CHARGES) THIS CONTRACT IS MANDATORY FOR ALL ORDERS OF THESE PRODUCTS IN EXCESS OF \$100.00. FOR ALL ORDERS LESS THAN \$100.00 THE AGENCY SHALL PAY THE SHIPPING CHARGES. ALL SHIPPING COSTS WILL BE INVOICED AS A SEPARATE CHARGE WITH THE ORIGINAL FREIGHT BILL ATTACHED TO THE INVOICE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alan Grotte</i>	TELEPHONE 724-517-1500	DATE 2/23/12
TITLE VP of Sales	EIN 23-2942737	ADDRESS CHANGES TO BE NOTED ABOVE

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 724-517-1500	DATE 2/23/12
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<p>SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE 724-517-1500	DATE 2/23/12
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<p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO: 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: SEALED BID</p> <p>BUYER: FILE 42 RFQ. NO.: LGLOVES12 BID OPENING DATE: 01/31/2012 BID OPENING TIME: 1:30 PM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 724-517-1500 DATE 2/23/12
 TITLE VP of Sales FEIN 23-2942737 ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Amanda Donchez, Sales Rep Tel: 724-517-2282 ----- ***** THIS IS THE END OF RFQ LGLOVES12 ***** TOTAL: <u>247,049.56</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 724-517-1500 DATE 2/23/12
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**LGLOVES12
SPECIFICATIONS**

STANDARDS:

Gloves shipped under this contract (other than polyethylene gloves) must conform to the following:

- Most recent ASTM D3577 and D3578 standards.
- Most recent ASTM F1671 (test requirements for viral resistance) standard.
- BS EN 455-2000 (Parts 1 and 2 and clause 4.5 of Part 3).
- Polyethylene gloves shall be in conformance with FDA Rule 177.1520 for food contact.

No products covered by this specification shall be shipped to the user more than twelve (12) months from the date of manufacture.

MATERIALS:

LATEX gloves shall be compounded from virgin natural latex or any polymer compound that permits the glove to meet the specifications and is approved by the Food and Drug Administration.

VINYL gloves shall be compounded primarily from polyvinylchloride (PVC) paste.

NITRILE gloves shall be compounded primarily from a rubber cement or a synthetic polymer (e.g. "Nitrile").

POLYETHYLENE gloves shall be compounded from virgin polyethylene.

DESIGN:

Gloves (other than polyethylene gloves) shall be thin, soft, flexible, non-toxic, moisture resistant, and shall be of seamless construction and designed as ambidextrous.

The cuff shall be beaded, where indicated.

GENERAL INFORMATION:

All quantities are approximations only.

The award of this purchase order will be made to one bidder based on the low cost and best interest of the state. The award will not be split by item.

Gloves must be equal to the minimum specifications or better.

SPECIAL CONDITIONS:

Orders shall be delivered within ten (10) working days after orders are placed. Emergency orders shall be delivered within five (5) working days after orders are placed. Spending units must be advised in writing if orders will be delayed for any reason. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

All orders from this contract totaling \$100.00 or more shall be delivered FOB: Destination (vendor shall pay all shipping charges). This contract is mandatory for all orders of these products in excess of \$100.00. For all orders less than \$100.00 the agency shall pay shipping charges. All shipping costs will be invoiced as a separate charge with the original freight bill attached to the invoice.

NOTE: Stringing (issuing a series of requisitions to circumvent this limit) is a violation of Purchasing Policy.

The vendor shall not substitute any other brand of exam gloves from those awarded, nor sell any additional items under this contract not specifically covered herein, without prior written permission of the purchasing division.

Vendors must be manufacturers or regular, stocking dealers for the products they propose to offer and must carry a reasonable inventory of these products to meet the needs of state agencies. Vendors must agree to allow their stockrooms and warehousing facilities to be inspected by state purchasing at any time during the contract period.

Vendor is to provide a summary report of procurement volumes by item number and dollar amounts. This is a single report which is to be furnished upon request.

The State of West Virginia reserves the right to perform inspections and tests that are deemed necessary to assure that commodities conform to the prescribed requirements.

LGLOVES12
Vendor Pricing Page

I. VINYL EXAMINATION GLOVES (POWDERED):

BRAND: Fisherbrand				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small		19041189A	10	15	2.93	43.95
Medium		19041189B	10	33	2.93	96.69
Large		19041189C	10	27	2.93	79.11
Xlarge		19041189D	10	20	2.93	58.60

II. VINYL EXAMINATION GLOVES (POWDER FREE):

BRAND: Fisherbrand				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small		19041190A	10	630	2.90	1827.00
Medium		19041190B	10	3120	2.90	9048.00
Large		19041190C	10	2670	2.90	7743.00
Xlarge		19041190D	10	6705	2.90	19444.50

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

***Quoting texture finish glove. The smooth finish glove is powdered. Can quote it if you request it.

BRAND: Fisherbrand				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small		113945A	10	816	5.11	4169.76
Medium		113945B	10	5145	5.11	26290.95
Large		113945C	10	8511	5.11	43491.21
Xlarge		113945D	10	6738	5.11	34431.18

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

BRAND: Fisherbrand				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small		113945A	10	735	5.11	3755.85
Medium		113945B	10	1890	5.11	9657.90
Large		113945C	10	2019	5.11	10317.09
Xlarge		113945D	10	888	5.11	4537.68

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

LGLOVES12
Vendor Pricing Page

BRAND: Fisherbrand				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small		191301597B	10	20	5.11	102.20
Medium		191301597C	10	20	5.11	102.20
Large		191301597D	10	1653	5.11	8446.83
Xlarge		191301597E	10	100	5.11	511.00

VI. NITRILE EXAMINATION GLOVE (POWDER FREE):

***Quoting same glove as above.

BRAND: Fisherbrand				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Small		191301597B	10	1920	5.11	9811.20
Medium		191301597C	10	4851	5.11	24788.61
Large		191301597D	10	3126	5.11	15973.86
Xlarge		191301597E	10	2313	5.11	11819.43

VII. POLYETHYLENE DISPOSABLE GLOVES:

BRAND: High Five Gloves				Est. Quantity	Unit Price per	Extended
	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Per Boxes /100	Box of 100	Price
Medium	E492	19156424	50	20	3.92	78.40
Large	E493	19156425	50	108	3.92	423.36

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

GRAND TOTAL

247049.56

Vendor Name: Fisher Scientific Company, LLC.
 Vendor Address: 300 Industry Drive
Pittsburgh, PA 15275
 Phone No. 724-517-1500
 Fax No. 724-517-2116

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

STEVE S POTTIS

Printed Name


Authorized Signature

N/A

000011

Rev. 09/08

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

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

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentally established by a county or municipality, any separate corporation or instrumentally 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 exceeds 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 §81-5-3), 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: Fisher Scientific Company, LLC.

Authorized Signature: [Signature] Date: 2/23/12

State of PENNSYLVANIA

County of ALLEGHENY, to-wit

Taken, subscribed, and sworn to before me this 23 day of FEBRUARY 2012.

My Commission expires 9/30, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Arleen M. D'Annunzio, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Sept. 30, 2013
Member, Pennsylvania Association of Notaries

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

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vro/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

RFQ NUMBER
 LGLOVES12

PAGE
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

*Fisher Scientific Company, LLC
 300 Industry Drive
 Pittsburgh, PA 15275*

SHIP TO

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

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

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

LINE	QUANTITY	UOP	QTY NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. TO MOVE THE BID OPENING DATE FROM 01/31/2012 TO 2/16/2012.						
2. AGREEMENT ADDENDUM IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	PK		998-67-01-021		
GLOVES, EXAM, DISP. LATEX, NON-STERILE						
***** THIS IS THE END OF RFQ LGLOVES12 ***** TOTAL:						<u>247,049.56</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Sam Smith</i>	TELEPHONE 724-517-1500	DATE 2/23/12
TITLE VP of Sales	FEIN 23-2942737	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
LGLOVES12

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Fisher Scientific Company, LLC.
300 Industry Drive
Pittsburgh, PA 15275

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/13/2012				

BID OPENING DATE: 02/28/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. TO MOVE THE BID OPENING DATE FROM 02/16/2012 TO 02/28/2012.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 2						
0001	1	PK		998-67-01-021		
GLOVES, EXAM, DISP. LATEX, NON-STERILE						
***** THIS IS THE END OF RFQ LGLOVES12 ***** TOTAL:						<u>247,049.56</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 724-517-1500	DATE 2/23/12
TITLE VP of Sales	FEIN 23-2942737	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 LGLOVES12

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

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

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

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
1. TO MOVE THE BID OPENING FROM 02/28/2012 TO 03/06/2012.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 3						
0001	1	PK		998-67-01-021		
				GLOVES, EXAM. DISP. LATEX, NON-STERILE		
***** THIS IS THE END OF RFQ LGLOVES12 ***** TOTAL:						<u>247,049.96</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>San Smith</i>	TELEPHONE 724-517-1500	DATE 2/27/12
TITLE VP of Sales	FEIN 23-2942737	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 LGLOVES12

PAGE
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

*Fisher Scientific Company, LLC
 300 Industry Drive
 Pittsburgh, PA 15275*

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

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

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 4		
				1. QUESTIONS AND ANSWERS ARE ATTACHED.		
				2. TO MOVE THE BID OPENING FROM 03/06/2012 TO 03/13/2012.		
				3. REVISED BID FORM ATTACHED. THIS FORM IS ALSO AVAILABLE IN ELECTRONIC FORMAT ON THE PURCHASING BULLETIN. SEE ADDITIONAL INFORMATION ON THE FOLLOWING PAGES.		
				4. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 4		
0001	1	EK		998-67-01-021		
				GLOVES, EXAM, DISP. LATEX, NON-STERILE		
***** THIS IS THE END OF RFQ LGLOVES12 ***** TOTAL:						247,049.50 <i>gk</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 124517-1500 DATE 2/28/12
 TITLE AP of Sales FEIN 23-2942737 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 LGLOVES12

PAGE
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

*Fisher Scientific Company LLC
 300 Industry Drive
 Pittsburgh, PA 15275*

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/07/2012				

BID OPENING DATE: 04/03/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 5		
				1. TO MOVE THE BID OPENING DATE FROM 03/13/2012 TO 04/03/2012.		
				2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 5		
0001	1	EK		998-67-01-021		
				GLOVES, EXAM, DISP. LATEX, NON-STERILE		
				***** THIS IS THE END OF RFQ LGLOVES12 ***** TOTAL:		247,049.56

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 724-517-1500	DATE 3/09/12
TITLE VP of Sales	FEIN 23-2942737	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
LGLOVES12

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

*Fisher Scientific Company, LLC.
 200 Industry Drive
 Pittsburgh, PA 15275*

SHIP TO

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

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

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

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alan Smith</i>	TELEPHONE 724-517-1500	DATE 4/09/12
TITLE VP of Sales	FEIN 23-2942737	ADDRESS CHANGES TO BE NOTED ABOVE

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

EXHIBIT 10

REQUISITION NO.: LGLOVES12

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

No. 6

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY UNDERSTAND THAT ANY VERBAL
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE
INFORMATION ISSUED IN WRITING AND ADDED TO THE
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

J. Michael Raab
.....

SIGNATURE

Fisher Scientific Company, LLC.
.....

COMPANY

04/09/12
.....

DATE



Fisherbrand[®]
QUALITY.RELIABILITY.VALUE.

Fisherbrand Disposable Exam Gloves



Nitrile Exam Gloves Extended Cuff

- UL Approved for Emergency Medical Use
- Thickness: 6.0 mil (palm)
7.0 mil (finger)
- Finish: Textured
- Color: Teal
- Length: 12" Extended Cuff
- Non-sterile/Ambidextrous
- 100% Latex-free

Size	Quantity	Cat. No.
Small	50 Gloves/Box, 10 Boxes/Case	19-041-170A
Medium	50 Gloves/Box, 10 Boxes/Case	19-041-170B
Large	50 Gloves/Box, 10 Boxes/Case	19-041-170C
X-Large	50 Gloves/Box, 10 Boxes/Case	19-041-170D



Comfort Nitrile Exam Gloves

- Enhanced Comfort and Sensitivity
- Thickness: 3.0 mil (palm)
- Finish: Textured
- Color: Periwinkle Blue
- Length: 9.5" Cuff
- Non-sterile/Ambidextrous
- 100% Latex-free

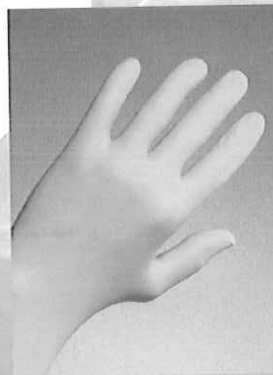
Size	Quantity	Cat. No.
X-Small	200 Gloves/Box, 10 Boxes/Case	19-041-171A
Small	200 Gloves/Box, 10 Boxes/Case	19-041-171B
Medium	200 Gloves/Box, 10 Boxes/Case	19-041-171C
Large	200 Gloves/Box, 10 Boxes/Case	19-041-171D
X-Large	180 Gloves/Box, 10 Boxes/Case	19-041-171E



Comfort Nitrile Exam Gloves with Aloe

- Soothing Aloe Surrounds the Hands
- Thickness: 3.0 mil (palm)
- Finish: Textured Fingers
- Color: Blue Green
- Length: 9.5" Cuff
- Non-sterile/Ambidextrous
- 100% Latex-free

Size	Quantity	Cat. No.
X-Small	100 Gloves/Box, 10 Boxes/Case	19-041-172A
Small	100 Gloves/Box, 10 Boxes/Case	19-041-172B
Medium	100 Gloves/Box, 10 Boxes/Case	19-041-172C
Large	100 Gloves/Box, 10 Boxes/Case	19-041-172D
X-Large	100 Gloves/Box, 10 Boxes/Case	19-041-172E



Nitrile Exam Gloves Powder-Free

- Thickness: 4.0 mil (palm)
- Finish: Textured
- Color: Blue
- Length: 9.5" Cuff
- Non-sterile/Ambidextrous
- 100% Latex-free

V, VI

Size	Quantity	Cat. No.
X-Small	100 Gloves/Box, 10 Boxes/Case	19-130-1597A
Small	100 Gloves/Box, 10 Boxes/Case	19-130-1597B
Medium	100 Gloves/Box, 10 Boxes/Case	19-130-1597C
Large	100 Gloves/Box, 10 Boxes/Case	19-130-1597D
X-Large	100 Gloves/Box, 10 Boxes/Case	19-130-1597E
XX-Large	100 Gloves/Box, 10 Boxes/Case	19-130-1597F



For customer service, call 1-800-772-6733.
To fax an order, use 1-800-772-7702.
To order online: www.fishersafety.com

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III, IV



Latex Exam Gloves Powder-Free

- Thickness: 5.0 mil (palm)
- Finish: Textured
- Color: Natural
- Length: 9.5"
- Non-sterile/Ambidextrous
- Low-protein 510K rating

Size	Quantity	Cat. No.
Small	100 Gloves/Box, 10 Boxes/Case	11-394-5A
Medium	100 Gloves/Box, 10 Boxes/Case	11-394-5B
Large	100 Gloves/Box, 10 Boxes/Case	11-394-5C
X-Large	100 Gloves/Box, 10 Boxes/Case	11-394-5D

II



Vinyl Exam Gloves Powder-Free

- Excellent Elasticity & Tactile Sensitivity
- Thickness: 5.0 mil (palm)
- Finish: Smooth
- Color: Clear
- Length: 9.5"
- Non-sterile/Ambidextrous
- 100% Latex-free

Size	Quantity	Cat. No.
X-Small	100 Gloves/Box, 10 Boxes/Case	19-041-190A
Small	100 Gloves/Box, 10 Boxes/Case	19-041-190B
Medium	100 Gloves/Box, 10 Boxes/Case	19-041-190C
Large	100 Gloves/Box, 10 Boxes/Case	19-041-190D
X-Large	100 Gloves/Box, 10 Boxes/Case	19-041-190E

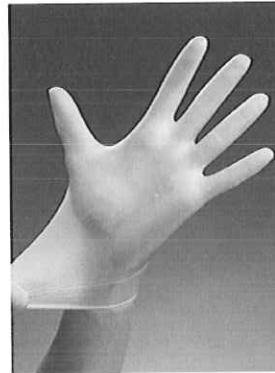


Latex Exam Gloves Powdered

- Thickness: 4.0 mil (palm)
- Finish: Smooth
- Color: Natural
- Length: 9.5"
- Non-sterile/Ambidextrous
- Low-protein 510K rating

Size	Quantity	Cat. No.
X-Small	100 Gloves/Box, 10 Boxes/Case	11-394-4AA
Small	100 Gloves/Box, 10 Boxes/Case	11-394-4A
Medium	100 Gloves/Box, 10 Boxes/Case	11-394-4B
Large	100 Gloves/Box, 10 Boxes/Case	11-394-4C
X-Large	100 Gloves/Box, 10 Boxes/Case	11-394-4D

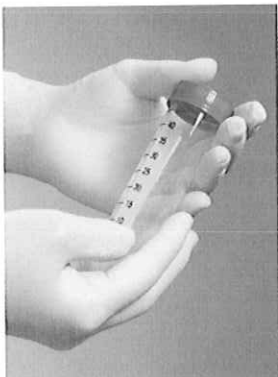
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Vinyl Exam Gloves Powdered

- Powdered with USP Cornstarch
- Thickness: 5.0 mil (palm)
- Finish: Smooth
- Color: Clear
- Length: 9.5"
- Non-sterile/Ambidextrous
- 100% Latex-free

Size	Quantity	Cat. No.
X-Small	100 Gloves/Box, 10 Boxes/Case	19-041-189A
Small	100 Gloves/Box, 10 Boxes/Case	19-041-189B
Medium	100 Gloves/Box, 10 Boxes/Case	19-041-189C
Large	100 Gloves/Box, 10 Boxes/Case	19-041-189D
X-Large	100 Gloves/Box, 10 Boxes/Case	19-041-189E



Aloe Nitrile Exam Gloves Powder-Free

- Soothing aloe coating
- Thickness: 5.5 mil (palm)
- Finish: Textured
- Color: Green
- Length: 9.5"
- Non-sterile/Ambidextrous
- 100% latex-free

Size	Quantity	Cat. No.
Small	100 Gloves/Box, 10 Boxes/Case	19-050-550A
Medium	100 Gloves/Box, 10 Boxes/Case	19-050-550B
Large	100 Gloves/Box, 10 Boxes/Case	19-050-550C
X-Large	100 Gloves/Box, 10 Boxes/Case	19-050-550D



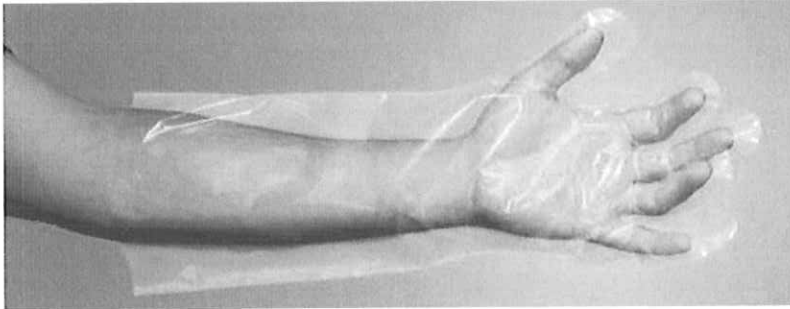
Aloe Latex Exam Gloves Powder-Free

- Thickness: 5.5 mil (palm)
- Finish: Textured
- Color: Natural
- Length: 9.5"
- Non-sterile/Ambidextrous
- Low-protein 510K rating

Size	Quantity	Cat. No.
Small	100 Gloves/Box, 10 Boxes/Case	19-050-548A
Medium	100 Gloves/Box, 10 Boxes/Case	19-050-548B
Large	100 Gloves/Box, 10 Boxes/Case	19-050-548C
X-Large	100 Gloves/Box, 10 Boxes/Case	19-050-548D

WARNING: This product contains natural rubber latex which may cause allergic reactions. A small percentage of the population may have a heightened sensitivity to natural rubber latex, and prolonged use may cause allergic reactions in such persons. In the event you have, or suspect you may have, such hypersensitivity, you are advised to seek non-latex alternatives. If during use rashes or other signs of discomfort occur, discontinue use immediately and consult your physician. Safe use of this glove by or on latex-sensitized individuals has not been established.

Plastic PE Gloves



- Embossed patterning for enhanced grip.

Disposable plastic polyethylene gloves are perfect for industrial and food-grade applications. Impervious to water-based liquids, fully embossed and available in multiple sizes and colors.

Cat. No.	Style
E600	Elbow-length, Universal, White
E675	Elbow-length, Universal, Blue

PACKAGING: 100/Box; 10 Boxes/Case

Cat. No.	Style
E800	Shoulder-length, Universal

PACKAGING: 100/Box; 10 Boxes/Case

Cat. No.	Size	Length	Thickness	Packaging
E400	Universal	30 cm	.5 mil	500/Box; 20 Boxes/Case
E492	Medium	34 cm	1 mil	100/Box; 50 Boxes/Case
E493	Large	34 cm	1 mil	100/Box; 50 Boxes/Case

↓ approximately 13 1/2 in.

Glove Boxes

- With keyholes for easy mounting in work areas

Dispensers help keep gloves organized and ready for use. Glove boxes simply slide in the top for easy loading. Holds up to the toughest environments without breaking, cracking or bending. Includes mounting hardware.



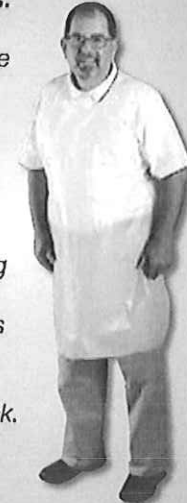
Cat. No.	Size
GB101	Single - 5.75" X 11" X 4.25"
GB102	Double - 9.75" X 11" X 4.25"
GB103	Triple - 15.75" X 11" X 4.25"

PACKAGING: 5 + 1

Poly (PE) Apron

- Great for food service applications.

All polyethylene material protects clothing from liquid splash. Embossed texture provides non-cling comfort. One-piece design is ideal for safer food handling. Dispenser pack.



Cat. No.	Size
A600	28"W x 46"L

PACKAGING: 500/Case (10 Boxes of 50)

Microporous Apron

- Front body protection.

Bib styling protects the front of clothing from dust, dirt, oils, grime and light splashes. Neck loop and extra long ties make on-and-off easy. The microporous construction gives added durability.



Cat. No.	Size
AA409	28"W x 36"L

PACKAGING: 100/Case

Protecting What Matters Most®



YOUR PARTNER FOR LABORATORY SAFETY

Whether you're performing basic laboratory procedures, containing a spill, or handling broken glassware, the risk of injury is ever present. Having access to the proper safety equipment is critical for the protection of lab technicians working in clinical, industrial, and academic settings.

BROAD PRODUCT CHOICE

For more than 100 years, we have been leading providers of laboratory and occupational safety products and services. With our portfolio of over 75,000 products from over 1000 leading safety suppliers, you can be assured that only the most trusted and respected brands will be made available to you.

NEW LAB START-UP PROGRAM

The New Lab Start-up Program provides incredible savings on everything you need to get your new lab up and running! Along with Fisher Scientific, we are able to take you from empty shelves to a fully functioning lab without the hassle or the worry often associated with getting a lab started.

We have teamed up with brand-name suppliers to provide you with special time- and money-saving offers on all the laboratory supplies, cleanroom products and safety equipment you need to outfit your new lab.

PROFESSIONAL KNOWLEDGE AND CUSTOMIZED SERVICE

Fisher Safety is one of America's leading suppliers of laboratory safety products and services. Our team of more than 140 specially trained safety experts, strategically located throughout North America, can offer you the experienced support you need for your safety program.

ADVANCED E-COMMERCE

Fisher Safety's e-commerce solutions and information technology services are the most advanced and flexible in the industry. Our Web site, www.fishersafety.com, allows you to quickly find and purchase the products you need while our dynamic ordering system allows you to track order progress and receive confirmations. We also provide the ability to integrate directly with your electronic procurement systems in a way that's compatible with your unique business rules.

WORLD-CLASS LOGISTICS

No matter where you're located—next door or around the globe—Fisher Safety is prepared to meet your needs for laboratory safety products. Our knowledgeable specialists will work closely with you to meet your regulatory needs. With more than a century of logistics experience, Fisher Safety provides reliable, worry-free service through:

- 98% stock rate for high-use products
- JIT delivery
- A "no hassle" return policy
- Serving the research community from 13 strategically placed warehouses
- Emergency 24/7 service
- Single lot management services for chemicals and cleanroom consumables



FISHERBRAND PRODUCTS

Fisherbrand[®]

When making buying decisions, Fisherbrand offers the quality you demand with the value that you expect. From sterile and nonsterile apparel to goggles and gloves, you can rely on Fisherbrand products to stretch your dollars further.

SUSTAINABILITY

Fisher Safety believes that careful stewardship of the Earth and its resources is a responsibility that we all share. Our company-wide sustainability programs utilize a simple three-pronged approach:

- Reduce carbon emissions, energy usage, and hazardous risks through order consolidation, electronic ordering, and safe handling techniques
- Reuse packing supplies
- Recycle packing materials and office waste

You can be confident that Fisher Safety will continue to support not only our own green initiatives, but those of our customers as well. Plus, we will continue to seek and explore novel ways to improve our business processes to help protect the environment.

Protecting What Matters Most®



KEEPING YOUR EMPLOYEES AND INDUSTRIAL FACILITY SAFE

Fisher Safety has the products and services to protect what matters most in your workplace: your employees and your facilities. As one of America's leading distributors of occupational health and safety products, we are equipped to create a safety solution that meets your needs, as well as your budget.

BROAD PRODUCT CHOICE

Fisher Safety is among America's leading distributors of Occupational Health and Safety Products and Emergency Response Equipment. Our safety catalog covers all major safety categories from over 1000 of the world's most respected manufacturers. From hardhats and footwear to firefighting equipment and Haz Mat products... Fisher Safety has you covered!

PROFESSIONAL KNOWLEDGE AND CUSTOMIZED SERVICE

Our team of more than 140 specially trained safety experts, strategically located throughout North America, can offer you the experienced support you need for your safety program. Working hand-in-hand with your staff, our experienced safety specialists will help to identify your specific risks and exposures, and ensure that your safety dollars cost-effectively address the critical concerns of your workplace.

Fisher Safety can optimize your safety dollars by utilizing our full range of products, training, and services as an effective hedge against future safety lapses and their associated costs. Our goal is to help you maintain a successful, cost-effective accident prevention program that not only decreases workers' compensation claims, retraining costs, and absenteeism, but one that increases productivity, morale and profits.

ADVANCED E-COMMERCE

Fisher Safety's e-commerce solutions and information technology services are the most advanced and flexible in the industry. Our Web site, www.fishersafety.com, allows you to quickly find and purchase the products you need while our dynamic ordering system allows you to track order progress and receive confirmations. We also provide the ability to integrate directly with your electronic procurement systems in a way that's compatible with your unique business rules.

WORLD-CLASS LOGISTICS

No matter where you're located—next door or around the globe—Fisher Safety is prepared to meet your safety product needs. With more than a century of logistics experience, Fisher Safety provides reliable, worry-free service through programs such as:

- 98% stock rate for high-use products
- JIT delivery
- 13 strategically placed warehouses
- A "no hassle" return policy
- Emergency 24/7 service



VALUE-ADDED SERVICES

Fisher Safety can help you enhance your current safety initiatives and reduce program costs through a variety of services, including:

- Manufacturer product training
- Safety training and consulting
- Onsite and Web-based OSHA training programs
- Mobile health testing
- Inventory management solutions
- Industrial hygiene services
- Onsite staffing
- Functional testing and inspections
- Mobile equipment service and repair

Additional fees may apply



THE VALUE OF FISHERBRAND PRODUCTS

Fisherbrand[®]

Fisherbrand private label products offer name-brand quality with the value that you expect. Whether you need protective eyewear, clothing, gloves, or hearing protection, you can rely on Fisherbrand products to stretch your dollars further.

SUSTAINABILITY

Fisher Safety believes that careful stewardship of the Earth and its resources is a responsibility that we all share. Our company-wide sustainability programs utilize a simple three-pronged approach:

- Reduce carbon emissions, energy usage, and hazardous risks through order consolidation, electronic ordering, and safe handling techniques
- Reuse packing supplies
- Recycle packing materials and office waste

You can be confident that Fisher Safety will continue to support not only our own green initiatives, but that of our customers as well. We will continue to seek and explore new ways to improve our business processes to help protect the environment.



Part of Thermo Fisher Scientific

For customer service, call 1-800-772-6733.
To fax an order, use 1-800-772-7702.
To order online: www.fishersafety.com

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Protecting What Matters Most®



EMERGENCY RESPONSE SAFETY FOR INDUSTRIAL ENVIRONMENTS

Industrial settings pose unique risks for Emergency Response Teams. Whether it's a fire, chemical spill or heavy equipment accident, responders need to be prepared for any situation that may unfold at their facility.

Fisher Safety can help you prepare for most incidents by supplying proven products from the top manufacturers, enhancing response time and protecting your most valuable asset—people.

BROAD PRODUCT CHOICE

Firefighting

Responding to an industrial fire involves not just preserving lives, but also critical infrastructure—a difficult task for any Emergency Response Team and one that requires customized solutions. That's why Fisher Safety offers firefighting products that can address your specific needs while protecting your team and your business.

Hazardous Materials

Hazardous materials can be found in many places. Benzene, dolomite, sulfuric acid, radioactive products, or even a toxic cocktail of several substances may be used and stored in your facility. Regardless of the potential risks that might exist, Fisher Safety has the tools you need to detect hazards and protect against them.

Confined Space

Industrial environments have many unusual and confined spaces, creating unique situations for Emergency Response Teams. Fisher Safety understands these environments and the hazards they present—that's why we can provide you with unique product solutions.

Emergency Medical Response

Rapid response to falls, cardiac events, burn injuries and other medical emergencies can save lives and reduce lost work time. Fisher Safety provides a variety of medical response products to ensure your team is prepared for any emergency.

PROFESSIONAL KNOWLEDGE AND CUSTOMIZED SERVICE

Fisher Safety is one of America's leading suppliers of emergency response products and safety supplies. Our dedicated team of specially trained safety experts, strategically located throughout North America, can offer you the support you need for your facility and emergency response team.

FINANCING NOW AVAILABLE

There are times when equipment needs don't necessarily match your budget. When that happens, you can turn to Fisher Safety. We now provide financing for first responder equipment purchases like SCBAs, turnout gear and detectors. We can provide flexible, fixed payments that can be locked in for up to 84 months. For more information, call Thermo Fisher Financial Services at 800-986-9731.

ADVANCED E-COMMERCE

Fisher Safety's e-commerce solutions and information technology services are the most advanced and flexible in the industry. Our Web site, www.fishersafety.com, provides a page dedicated to first responders and allows you to quickly find and purchase the products you need. Our dynamic ordering system allows you to track order progress, receive confirmations and integrate seamlessly with most electronic procurement systems.

WORLD-CLASS LOGISTICS:

No matter where you're located—next door or around the globe—Fisher Safety is prepared to meet your needs for laboratory safety products. Our knowledgeable specialists will work closely with you to meet your regulatory needs. With more than a century of logistics experience, Fisher Safety provides reliable, worry-free service.

We help you focus on your process by providing:

- 98% stock rate for high-use products
- JIT delivery
- 13 strategically placed warehouses
- A "no hassle" return policy
- Emergency 24/7 service



Protecting What Matters Most®



CRITICAL SOLUTIONS FOR CONTROLLED ENVIRONMENTS

Fisher Safety is a leading provider of controlled environment and occupational safety products and services. Our success results from delivering cost savings and customized solutions in production supply, cleanroom, research and safety settings.

BROAD PRODUCT CHOICE

We maintain strategic partnerships with industry-leading product suppliers. This enables us to be your single solution for controlled environment, research, safety, production and QA/QC needs. These partnerships allow us to offer a breadth of quality products in a cost-efficient manner while allowing you to consolidate orders.

PROFESSIONAL KNOWLEDGE AND CUSTOMIZED SERVICE

Fisher Safety provides experienced Customer Service Representatives, Industry Specialists and dedicated Sales Professionals. Our cross-functional selling team can provide national oversight capabilities, and our Application Specialists provide focused, job-level support.

ADVANCED E-COMMERCE

Fisher Safety's e-commerce solutions and information technology services are the most advanced and flexible in the industry. Our Web site, www.fishersafety.com/cleanroom, allows you to quickly find and purchase the products you need while our dynamic ordering system allows you to track order progress and receive confirmations. We also provide the ability to integrate directly with your electronic procurement systems in a way that's compatible with your unique business rules.

WORLD-CLASS LOGISTICS

No matter where you're located—next door or around the globe—Fisher Safety is prepared to meet your needs for cleanroom products. We understand the requirements for product standardization and compliance on a local and global basis, and have the resources in place to meet them.

Fisher Safety can support cGMP and ISO requirements. Our knowledgeable specialists will work closely with you to meet your regulatory needs. We carry a comprehensive selection of products compatible with virtually any class of controlled environment from ISO Class 1 to Class 9.

We help you focus on your process by providing:

- 98% stock rate for high-use products
- JIT delivery
- A "no hassle" return policy
- Product delivery coding

INTEGRATING COMPLIANCE, CLEANLINESS AND SAFETY

Fisher Safety offers services to facilitate controlled environments projects—from new personnel training to certification to construction and renovation.

These services include:

- Onsite stores to provide the convenience of a fully stocked cleanroom and safety store without the worries of inventory management, all with product that can be delivered directly to your Point of Use.
- Auditing to aid in verifying compliance with federal, state and local environmental and safety regulations, Standard Operating Procedures, current Good Manufacturing Practices and other project-specific protocols.
- Training for employees, contractor personnel and janitorial staff to ensure compliance with applicable safety regulations and controlled environments protocol.
- Cleaning services to ensure controlled environments meet ISO standards for the intended use and class.
- Project management oversight through qualified representatives who work directly with construction project managers to ensure adherence to project specifications and to help avoid costly delays.
- Recovery management services to quickly assess and respond to contamination events to help keep losses to a minimum.

At Fisher Safety we don't provide one-size-fits-all packages because no two controlled environments are exactly alike. Rather we offer customized management and support services tailored to your project specifications and the needs of your employees and contractors.

To learn more, call our Fisher Safety team of controlled environments specialists at 1-866-372-5692.

SUSTAINABILITY

Fisher Safety believes that careful stewardship of the Earth and its resources is a responsibility we all share. We are implementing sustainability programs throughout our company, using a three-pronged approach:

- Reduce carbon emissions, energy usage, and hazardous risks through order consolidation, electronic ordering, and safe handling techniques
- Reuse packing supplies
- Recycle packing materials and office waste

You can feel good about doing business with Fisher Safety, as we continue to support the sustainable green initiatives of our customers and look for novel ways to continually improve our business processes to help in protecting the environment.

