



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Solicitation Response(SR)

Dept: 0212

ID: ESR1201140000001193

Ver.: 1

Function: New

Phase: Final

Modified by batch , 12/02/2014

Header

 List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 25724

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0212

Vendor ID: 000000102812 

SO Doc ID: SWC150000009

Legal Name: HENRY SCHEIN INC

Published Date: 11/20/14

Alias/DBA:

Close Date: 12/2/14

Total Bid: \$274,983.30

Close Time: 13:30

Response Date: 12/01/2014 

Status: Closed

Response Time: 15:34

Solicitation Description: Addendum #1 - Statewide Contract for Exam Gloves.

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State Of West Virginia
 Solicitation Response**

Proc Folder : 25724

Solicitation Description : Addendum #1 - Statewide Contract for Exam Gloves.

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2014-12-02 13:30:00	SR 0212 ESR12011400000001193	1

VENDOR

000000102812
 HENRY SCHEIN INC

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Signature X	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Vinyl Examination Gloves (Powdered) Small	2.00000	CASE	\$26.40	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description : Vinyl Examination Gloves (Powdered) Small

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Vinyl Examination Gloves (Powdered) Medium	4.00000	CASE	\$26.40	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description : Vinyl Examination Gloves (Powdered) Medium

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Vinyl Examination Gloves (Powdered) Large	3.00000	CASE	\$26.40	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description : Vinyl Examination Gloves (Powdered) Large

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Vinyl Examination Gloves (Powdered) X-Large	2.00000	CASE	\$26.40	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description : Vinyl Examination Gloves (Powdered) X-Large

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Vinyl Examination Gloves (Powder Free) Small	63.00000	CASE	\$33.70	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description : Vinyl Examination Gloves (Powder Free) Small

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Vinyl Examination Gloves (Powder Free) Medium	312.00000	CASE	\$33.70	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description : Vinyl Examination Gloves (Powder Free) Medium

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Vinyl Examination Gloves (Powder Free) Large	267.00000	CASE	\$33.70	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description : Vinyl Examination Gloves (Powder Free) Large

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Vinyl Examination Gloves (Powder Free) X-Large	671.00000	CASE	\$33.70	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description : Vinyl Examination Gloves (Powder Free) X-Large

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Latex Examination Gloves (Powder Free, smooth) Small	82.00000	CASE	\$57.50	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description : Latex Examination Gloves (Powder Free, smooth) Small

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Latex Examination Gloves (Powder Free, smooth) Medium	515.00000	CASE	\$57.50	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description : Latex Examination Gloves (Powder Free, smooth) Medium

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Latex Examination Gloves (Powder Free, smooth) Large	852.00000	CASE	\$57.50	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description : Latex Examination Gloves (Powder Free, smooth) Large

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Latex Examination Gloves (Powder Free, smooth) X-Large	674.00000	CASE	\$57.50	

Comm Code	Manufacturer	Specification	Model #
42132203			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Latex Examination Gloves (Powder Free, Textured) Small	75.00000	CASE	\$58.00	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description :	Latex Examination Gloves (Powder Free, Textured) Small
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Latex Examination Gloves (Powder Free, Textured) Medium	190.00000	CASE	\$58.00	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description :	Latex Examination Gloves (Powder Free, Textured) Medium
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Latex Examination Gloves (Powder Free, Textured) Large	202.00000	CASE	\$58.00	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description :	Latex Examination Gloves (Powder Free, Textured) Large
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Latex Examination Gloves (Powder Free, Textured) X-Large	89.00000	CASE	\$58.00	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description :	Latex Examination Gloves (Powder Free, Textured) X-Large
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Nitrile Examination Gloves (Powder Free, Textured) Small	4.00000	CASE	\$52.70	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description : Nitrile Examination Gloves (Powder Free, Textured) Small

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Nitrile Examination Gloves (Powder Free, Textured) Medium	4.00000	CASE	\$52.70	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description : Nitrile Examination Gloves (Powder Free, Textured) Medium

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Nitrile Examination Gloves (Powder Free, Textured) Large	165.00000	CASE	\$52.70	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description : Nitrile Examination Gloves (Powder Free, Textured) Large

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Nitrile Examination Gloves (Powder Free, Textured) X-Large	11.00000	CASE	\$52.70	

Comm Code	Manufacturer	Specification	Model #
42132203			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Nitrile Examination Gloves (Powder Free, Smooth) Smal	193.00000	CASE	\$53.50	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description :	Nitrile Examination Gloves (Powder Free, Smooth) Smal
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Nitrile Examination Gloves (Powder Free, Smooth) Medium	486.00000	CASE	\$53.50	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description :	Nitrile Examination Gloves (Powder Free, Smooth) Medium
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Nitrile Examination Gloves (Powder Free, Smooth) Large	313.00000	CASE	\$53.50	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description :	Nitrile Examination Gloves (Powder Free, Smooth) Large
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Nitrile Examination Gloves (Powder Free, Smooth) X-Large	232.00000	CASE	\$53.50	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description :	Nitrile Examination Gloves (Powder Free, Smooth) X-Large
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Polyethylene Disposable Gloves Medium	5.00000	CASE	\$55.50	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description : Polyethylene Disposable Gloves Medium

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Polyethylene Disposable Gloves Large	12.00000	CASE	\$55.50	

Comm Code	Manufacturer	Specification	Model #
42132203			

Extended Description : Polyethylene Disposable Gloves Large

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SWC15000000009

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Henry Schein Medical
a Division of Henry Schein, Inc.


Company

Authorized Signature

12/1/14
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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

State of West Virginia
 Request for Quotation
 26 - Medical

Proc Folder: 25724

Doc Description: Addendum #1 - Statewide Contract for Exam Gloves.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2014-11-20	2014-12-02 13:30:00	CRFQ 0212 SWC1500000009	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

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

800-851-0400

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.yle@wv.gov

Signature X

FEIN # 11-3136595

DATE

12-1-14

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

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

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

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

NOW, THEREFORE, it is;

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

Michael Cregan, Supervisor, Medical Bids
Derri Donahue, Manager, Dental Schools
Linda Gempel, Manager, Product Solutions
Robert Herbert, Director of Healthcare Service Operations
Curtis Huntemann, Bid Manager
Charles Jenkins, Director, Equipment Sales
Janet McGarry, Manager, Sales Operations Special Markets
Jules Paoletti, Manager, Equipment
Joseph Patten, Director, Internal Marketing
Tracy Puckett, Manager, Healthcare Service Operations
William Reminga, Manager, Equipment
Bill Ryan, Inside Sales, Special Markets
David Shekailo, Manager, Medical Bids
Riccardo Valenzuela, Bid and Sales Operations Analyst
Caroline Vega, Manager, Inside Sales Special Markets
Joanne Viggiano, Supervisor, Schools and Sports Bid Operations

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

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

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

Exhibit A - Pricing Pages

Line	Commodity Code	Item Description	Extended Description	Manufacturer Name	Manufacturer Part Number (Use box part number)	Unit of Measure	Case Price	Quantity of 100 count boxes in each case (maximum 12 boxes)	Box Price	Estimated Quantity of Boxes	Total Line Cost
1	42132203	Vinyl Examination Gloves (Powdered) Small	Vinyl examination gloves (powdered) must be vinyl with a beaded cuff, ambidextrous, medical grade and powdered. Minimum .08 mm thickness, Non-sterile, 100 count box, size small	Durasafe 2102 4 mil	1190346	CASE	\$26.40	10	\$2.64000000	20	\$52.80000000
2	42132203	Vinyl Examination Gloves (Powdered) Medium	Vinyl examination gloves (powdered) must be vinyl with a beaded cuff, ambidextrous, medical grade and powdered. Minimum .08 mm thickness, Non-sterile, 100 count box, size medium	Durasafe 2103 4 mil	1190347	CASE	\$26.40	10	\$2.64000000	40	\$105.60000000
3	42132203	Vinyl Examination Gloves (Powdered) Large	Vinyl examination gloves (powdered) must be vinyl with a beaded cuff, ambidextrous, medical grade and powdered. Minimum .08 mm thickness, Non-sterile, 100 count box, size large	Durasafe 2104 4 mil gave sample	1190348	CASE	\$26.40	10	\$2.64000000	30	\$79.20000000
4	42132203	Vinyl Examination Gloves (Powdered) X Large	Vinyl examination gloves (powdered) must be vinyl with a beaded cuff, ambidextrous, medical grade and powdered. Minimum .08 mm thickness, Non-sterile, 100 count box, size X-large	Durasafe 2305 4 mil	1190354	CASE	\$26.40	10	\$2.64000000	20	\$52.80000000
5	42132203	Vinyl Examination Gloves (Powder Free) Small	Vinyl examination gloves (powder free) must be vinyl with a beaded cuff, ambidextrous, medical grade and powder free. Minimum .08 mm thickness, Non-sterile, 100 count box, size small	H.S.I. 1026721 4mil	1026721	CASE	\$33.70	10	\$3.37000000	630	\$2,123.10000000
6	42132203	Vinyl Examination Gloves (Powder Free) Medium	Vinyl examination gloves (powder free) must be vinyl with a beaded cuff, ambidextrous, medical grade and powder free. Minimum .08 mm thickness, Non-sterile, 100 count box, size medium	H.S.I. 1025338 4mil	1025338	CASE	\$33.70	10	\$3.37000000	3,120	\$10,514.40000000
7	42132203	Vinyl Examination Gloves (Powder Free) Large	Vinyl examination gloves (powder free) must be vinyl with a beaded cuff, ambidextrous, medical grade and powder free. Minimum .08 mm thickness, Non-sterile, 100 count box, size large	H.S.I. 1027319 4mil	1027319	CASE	\$33.70	10	\$3.37000000	2,670	\$8,997.90000000
8	42132203	Vinyl Examination Gloves (Powder Free) X-Large	Vinyl examination gloves (powder free) must be vinyl with a beaded cuff, ambidextrous, medical grade and powder free. Minimum .08 mm thickness, Non-sterile, 100 count box, size x-large	H.S.I. 90/Bx 1025377 4mil	1025377	CASE	\$33.70	10	\$3.37000000	6,705	\$22,595.85000000
9	42132203	Latex Examination Gloves (Powder Free, Smooth) Small	Latex examination gloves (powder free, smooth finish) must be made from natural rubber latex with a beaded cuff, ambidextrous, medical grade, powder free, and smooth finish. Minimum .08mm thickness, non-sterile, 100 count box, size small	H.S.I. 1025419 4.4mm finger 4mil palm textured finger	1025419	CASE	\$57.50	10	\$5.75000000	820	\$4,715.00000000
10	42132203	Latex Examination Gloves (Powder Free, Smooth) Medium	Latex examination gloves (powder free, smooth finish) must be made from natural rubber latex with a beaded cuff, ambidextrous, medical grade, powder free, and smooth finish. Minimum .08mm thickness, non-sterile, 100 count box, size medium	H.S.I. 1025421 4.4mm finger 4mil palm textured finger	1025421	CASE	\$57.50	10	\$5.75000000	5,145	\$29,583.75000000
11	42132203	Latex Examination Gloves (Powder Free, Smooth) Large	Latex examination gloves (powder free, smooth finish) must be made from natural rubber latex with a beaded cuff, ambidextrous, medical grade, powder free, and smooth finish. Minimum .08mm thickness, non-sterile, 100 count box, size large	H.S.I. 1026730 4.4mm finger 4mil palm textured finger	1026730	CASE	\$57.50	10	\$5.75000000	8,511	\$48,938.25000000
12	42132203	Latex Examination Gloves (Powder Free, Smooth) X-Large	Latex examination gloves (powder free, smooth finish) must be made from natural rubber latex with a beaded cuff, ambidextrous, medical grade, powder free, and smooth finish. Minimum .08mm thickness, non-sterile, 100 count box, size X-large	H.S.I. 90/Bx 1025422 4.4mm finger 4mil palm textured finger	1025422	CASE	\$57.50	10	\$5.75000000	6,740	\$38,755.00000000
13	42132203	Latex Examination Gloves (Powder Free, Textured) Small	Latex examination gloves (powder free, texture grip) must be made from natural rubber latex with a beaded cuff, ambidextrous, medical grade, powder free, and have a texture grip. Minimum .08mm thickness, non-sterile, 100 count box, size small	H.S.I. 1028296 4.4mm finger 4mil palm	1028296	CASE	\$58.00	10	\$5.80000000	735	\$4,263.00000000
14	42132203	Latex Examination Gloves (Powder Free, Textured) Medium	Latex examination gloves (powder free, texture grip) must be made from natural rubber latex with a beaded cuff, ambidextrous, medical grade, powder free, and have a texture grip. Minimum .08mm thickness, non-sterile, 100 count box, size medium	H.S.I. 1025355 4.4mm finger 4mil palm tex	1025355	CASE	\$58.00	10	\$5.80000000	1,890	\$10,962.00000000

Exhibit A - Pricing Pages

Line	Commodity Code	Item Description	Extended Description	Manufacturer Name	Manufacturer Part Number (Use box part number)	Unit of Measure	Case Price	Quantity of 100 count boxes in each case (maximum 12 boxes)	Box Price	Estimated Quantity of Boxes	Total Line Cost
15	42132203	Latex Examination Gloves (Powder Free, Textured) Large	Latex examination gloves (powder free, texture grip) must be made from natural rubber latex with a beaded cuff, ambidextrous, medical grade, powder free, and have a texture grip. Minimum .08mm thickness, non-sterile, 100 count box, size large	H.S.I. 1027763 4.4mm finger 4mil palm tex	1027763	CASE	\$58.00	10	\$5.80000000	2,020	\$11,716.00000000
16	42132203	Latex Examination Gloves (Powder Free, Textured) X-Large	Latex examination gloves (powder free, texture grip) must be made from natural rubber latex with a beaded cuff, ambidextrous, medical grade, powder free, and have a texture grip. Minimum .08mm thickness, non-sterile, 100 count box, size X-large	H.S.I. 1025357 4.4mm finger 4mil palm tex	1025357	CASE	\$58.00	10	\$5.80000000	890	\$5,162.00000000
17	42132203	Nitrile Examination Gloves (Powder Free, Textured) Small	Nitrile examination gloves (powder free, texture grip) must be made from nitrile rubber with a beaded cuff, ambidextrous, medical grade, powder free, and have a texture grip. Minimum .08mm thickness, non-sterile, 100 count box, size small	H.S.I. 1118535 0.05mm/2.0mm	1118535	CASE	\$52.70	10	\$5.27000000	20	\$105.40000000
18	42132203	Nitrile Examination Gloves (Powder Free, Textured) Medium	Nitrile examination gloves (powder free, texture grip) must be made from nitrile rubber with a beaded cuff, ambidextrous, medical grade, powder free, and have a texture grip. Minimum .08mm thickness, non-sterile, 100 count box, size medium	H.S.I. 1118536 0.05mm/2.0mm	1118536	CASE	\$52.70	10	\$5.27000000	20	\$105.40000000
19	42132203	Nitrile Examination Gloves (Powder Free, Textured) Large	Nitrile examination gloves (powder free, texture grip) must be made from nitrile rubber with a beaded cuff, ambidextrous, medical grade, powder free, and have a texture grip. Minimum .08mm thickness, non-sterile, 100 count box, size large	H.S.I. 1118537 0.05mm/2.0mm	1118537	CASE	\$52.70	10	\$5.27000000	1,654	\$8,716.58000000
20	42132203	Nitrile Examination Gloves (Powder Free, Textured) X-Large	Nitrile examination gloves (powder free, texture grip) must be made from nitrile rubber with a beaded cuff, ambidextrous, medical grade, powder free, and have a texture grip. Minimum .08mm thickness, non-sterile, 100 count box, size X-large	H.S.I. 90/BX 1118539 0.05mm/2.0mm	1118539	CASE	\$52.70	10	\$5.27000000	100	\$527.00000000
21	42132203	Nitrile Examination Gloves (Powder Free, Smooth) Small	Nitrile examination gloves (powder free, smooth finish) must be made from nitrile rubber with a beaded cuff, ambidextrous, medical grade, powder free, and have a smooth finish. Minimum .08mm thickness, non-sterile, 100 count box, size small	H.S.I. textured finger 6.5mil fing 6.0 palm 4 ml cuff	9004484	CASE	\$53.50	10	\$5.35000000	1,920	\$10,272.00000000
22	42132203	Nitrile Examination Gloves (Powder Free, Smooth) Medium	Nitrile examination gloves (powder free, smooth finish) must be made from nitrile rubber with a beaded cuff, ambidextrous, medical grade, powder free, and have a smooth finish. Minimum .08mm thickness, non-sterile, 100 count box, size medium	H.S.I. textured fingers 6.5mil fing 6.0 palm 4 ml cuff	9004485	CASE	\$53.50	10	\$5.35000000	4,851	\$25,952.85000000
23	42132203	Nitrile Examination Gloves (Powder Free, Smooth) Large	Nitrile examination gloves (powder free, smooth finish) must be made from nitrile rubber with a beaded cuff, ambidextrous, medical grade, powder free, and have a smooth finish. Minimum .08mm thickness, non-sterile, 100 count box, size large	H.S.I. textured fingers 6.5mil fing 6.0 palm 4 ml cuff	9004486	CASE	\$53.50	10	\$5.35000000	3,126	\$16,724.10000000
24	42132203	Nitrile Examination Gloves (Powder Free, Smooth) X-Large	Nitrile examination gloves (powder free, smooth finish) must be made from nitrile rubber with a beaded cuff, ambidextrous, medical grade, powder free, and have a smooth finish. Minimum .08mm thickness, non-sterile, 100 count box, size x-large	H.S.I. textured fingers 6.5mil fing 6.0 palm 4 ml cuff	9004487	CASE	\$53.50	10	\$5.35000000	2,313	\$12,374.55000000
25	42132203	Polyethylene Disposable Gloves Medium	Polyethylene disposable gloves must be made from clear, polyethylene (low or high density), disposable, powder free, sulfur free, and ambidextrous, 100 count box, size medium	H.S.I. extra strong	1002458	CASE	\$55.50	10	\$5.55000000	20	\$111.00000000
26	42132203	Polyethylene Disposable Gloves Large	Polyethylene disposable gloves must be made from clear, polyethylene (low or high density), disposable, powder free, sulfur free, and ambidextrous, 100 count box, size large	H.S.I. extra strong	1000179	CASE	\$55.50	10	\$5.55000000	108	\$599.40000000
TOTAL BID											\$274,104.93

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

Boxes must be 100 count boxes.

Vendor should provide the Manufacturer Name and Manufacturer Part Number. Manufacturer Part Number should be the box part number, not the case part number or the individual glove part number.



Henry Schein Medical, a division of Henry Schein, Inc.

135 Duryea Road - E270, Melville, NY 11747

BID # 50033

FOR ALL QUESTIONS AND CONCERNS REGARDING THIS BID PLEASE CONTACT:

NAME MICHELE SCARDUZIO

PHONE # 800-851-0400 EX: 8327

FAX# 866-738-8999

E-MAIL michele.scarduzio@henryschein.com for bid questions

E-MAIL biddept@henryschein.com for all other inquiries.

BID Information

Customer# 1119625
 BID# 50033
 BID Receipt Date: 11/05/14
 Due Date: 12/02/14
 Expiration Date: 12/01/15
 BID Total: 274104.93

Page# 1

BID RESPONSE

State Of West Virginia
 State Of West Virginia

2019 Washington St East Bldg 15
 Charleston WV 253052214

LINE NO	ITEM CODE	DESCRIPTION	UNIT SIZE	STRENGTH	WEIGHT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.00	1190346	Glove Exam Vinyl Durasafe	100/Bx	Small		20	2.64	52.80
2.00	1190347	Glove Exam Vinyl Durasafe	100/Bx	Medium		40	2.64	105.60
3.00	1190348	Glove Exam Vinyl Durasafe	100/Bx	Large		30	2.64	79.20
4.00	1190354	Glove Exam Vinyl Durasafe	100/Bx	X-Large		20	2.64	52.80
5.00	1026721	Criterion PF Vinyl Glove	100/Bx	Clear Sm	1.65 LB	630	3.37	2,123.10
6.00	1025338	Criterion PF Vinyl Glove	100/Bx	Clear Me	1.90 LB	3120	3.37	10,514.40
7.00	1027319	Criterion PF Vinyl Glove	100/Bx	Clear La	2.05 LB	2670	3.37	8,997.90
8.00	1025377	Criterion PF Vinyl Glove	90/Bx	Clear XL	2.25 LB	6705	3.37	22,595.85
9.00	1025419	Criterion PC Glove PF Lat	100/Bx	Small	1.36 LB	820	5.75	4,715.00
10.00	1025421	Criterion PC Glove PF Lat	100/Bx	Medium	1.42 LB	5145	5.75	29,583.75
11.00	1026730	Criterion PC Glove PF Lat	100/Bx	Large	1.56 LB	8511	5.75	48,938.25
12.00	1025422	Criterion PC Glove PF Lat	90/Bx	X-Large	2.17 LB	6740	5.75	38,755.00
13.00	1028296	Criterion CL Glove PF Lat	100/Bx	Small	1.65 LB	735	5.80	4,263.00
14.00	1025355	Criterion CL Glove PF Lat	100/Bx	Medium	1.75 LB	1890	5.80	10,962.00
15.00	1027763	Criterion CL Glove PF Lat	100/Bx	Large	1.87 LB	2020	5.80	11,716.00
16.00	1025357	Criterion CL Glove PF Lat	100/Bx	X-Large	2.04 LB	890	5.80	5,162.00
17.00	1118535	Criterion Glove PF Nitril	100/Bx	Small	2.04 LB	20	5.27	105.40
18.00	1118536	Criterion Glove PF Nitril	100/Bx	Medium	2.04 LB	20	5.27	105.40
19.00	1118537	Criterion Glove PF Nitril	100/Bx	Large	2.04 LB	1654	5.27	8,716.58

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

BID Information

Customer#	1119625
BID#	50033
BID Receipt Date:	11/05/14
Due Date:	12/02/14
Expiration Date:	12/01/15
BID Total:	274104.93

Page#	2
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BID RESPONSE

State Of West Virginia
State Of West Virginia

2019 Washington St East Bldg 15
Charleston WV 253052214

LINE NO	ITEM CODE	DESCRIPTION	UNIT SIZE	STRENGTH	WEIGHT	QUANTITY	UNIT PRICE	EXTENDED PRICE
20.00	1118539	Criterion Glove PF Nitril	90/Bx	X-Large	2.04 LB	100	5.27	527.00
21.00	9004484	Criterion Pure PF Ntrl Gl	100/Bx	Small	2.04 LB	1920	5.35	10,272.00
22.00	9004485	Criterion Pure PF Ntrl Gl	100/Bx	Medium	2.04 LB	4851	5.35	25,952.85
23.00	9004486	Criterion Pure PF Ntrl Gl	100/Bx	Large	2.04 LB	3126	5.35	16,724.10
24.00	9004487	Criterion Pure PF Ntrl Gl	90/Bx	X-Large	2.04 LB	2313	5.35	12,374.55
25.00	1002458	Copolymer Glove PF Utilit	100/Bx	Medium	1.23 LB	20	5.55	111.00
26.00	1000179	Copolymer Glove PF Utilit	100/Bx	Large	1.30 LB	108	5.55	599.40

TOTAL PRICE BEFORE TAX	:	274,104.93
SALES TAX	:	
TOTAL PRICE AFTER TAX AND TOTAL WEIGHT:		274,104.93

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

Terms of Sale

THE HENRY SCHEIN PRICE POLICY:

We endeavor 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. ("Henry Schein") and customer agree that the terms and conditions hereinafter set forth shall govern the relationship between Henry Schein and the customer to the extent that the parties do not have a written agreement in effect that conflicts with such terms and conditions. Customer acknowledges and accepts all such terms and conditions by placing an order for goods with Henry Schein, and upon Henry Schein's delivery of the order to the customer.

Choose Your Payment Method

2% Cash Back or Maximum Rewards on all purchases with the Henry Schein Credit Card. To apply for a card, call 1-866-488-2286 or online at www.henryschein.com/creditcard

Reduce the cost and administration of paying Henry Schein—Pay electronically (ACH Debit) or set up AutoPay. Please call Customer Service for details.

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 Credit Card, American Express, Visa, MasterCard or Discover Card when placing your order. All sales are subject to our normal terms and conditions.

Check payments must be mailed to:
Henry Schein, Inc. • Dept. CH 10241 • Palatine, IL 60055-0241

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.

DELIVERY TERMS:

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.

Outside U.S. (50 states):

If your order is being shipped outside the U.S. (50 states), please refer to the International Terms & Conditions at henryschein.com. 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. Customer is responsible for compliance with any applicable import requirements.

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 DEA registration. For controlled substances, furnish a copy of your DEA registration verifying your shipping address. Please note that all orders for controlled substances are subject to a due diligence review process. Schedule II controlled substances can be ordered electronically or by mail. For information on our Controlled Substance Ordering System please visit www.henryschein.com/ve222; if you prefer to continue using Federal 222 Forms to order Schedule II controlled substances, please mail the form to:
Henry Schein, Inc. • Suite 300, 5315 West 74th Street • Indianapolis, IN 46268

REGULATORY REQUIREMENT:

Local regulatory requirements may apply to use or installation of certain products. Be sure to understand and comply with any such requirements prior to purchase, use, or installation of products.

The prices stated in the invoice or statement may reflect a discount or be subject to a rebate. You must fully and accurately report this stated discount price, or if applicable, any net pricing, after giving effect to any rebates, to Medicare, Medicaid, Tricare and any other federal or State program upon request by any such program. It is your responsibility to review any agreements or other documents applicable to these prices to determine if they are subject to a rebate. The federal government imposes certain restrictions on, and requires public reporting of, transfers of value to a practitioner. If you are participating in a promotional discount program (e.g. points, discount redemptions or other special awards), with your purchases you may earn points/credits redeemable for certain goods or services, in accordance with discount program rules. Upon discount receipt by redemption of your earned points/credits, you are receiving or will receive notice of the discount value. Accordingly, you should retain these records.

RETURNS:

WE CANNOT ACCEPT ANY RETURNS WITHOUT PRIOR AUTHORIZATION.

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.
- Merchandise must be returned in its original unopened container, unmarked, and properly packaged.
- 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:

- Immune globulin products
- Special order items (products that we do not ordinarily stock)
- Personalized and Imprinted items
- Opened computer hardware and software
- Controlled substances
- Hazardous materials
- Expired products
- Items that cannot be returned to the manufacturer
- Any item marked nonreturnable

Equipment:

Opened and used equipment may not be returned for credit. Before opening equipment, we suggest that you check the shipping container and packing list to ensure that you are getting exactly what you ordered. Equipment must be returned in the original unopened packaging, unmarked and properly packaged. Special order equipment is not returnable. All equipment returns are subject to a restocking fee. Equipment is backed by the manufacturer's repair or replacement warranty. Please read and return all warranty information required immediately upon taking delivery of your new equipment. Open or defective equipment is subject to the manufacturer's warranty.

Prescription Drug Returns:

Please note that, in order to comply with Federal and State Pedigree requirements, Henry Schein's policy on the return of Rx Drugs is as follows:

Rx Drugs which Henry Schein has purchased from wholesalers are not returnable. These items will be identified in your invoice with the code WH.

Rx Drugs which are purchased by Henry Schein directly from the manufacturer may be returned providing that the following key elements are met:

- Only returns due to error in order or delivery will be allowed.
- Returns of Rx Drugs will only be accepted if HSI is notified within 14 calendar days of receipt of the shipment and valid return authorization is issued by HSI.
- The Prescription Drug Marketing Act requires any customer returning Rx Drugs to complete and return a Prescription Drug Return Authorization form. Federal law requires that the healthcare entity returning Rx 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.
- In addition, Pedigree regulations require that the healthcare entity returning Rx Drugs certifies that the product being returned is the same exact product purchased from HSI.
- Henry Schein will not issue credit for any returned Rx Drugs which have been tampered with, are out of date or where the labeling has been altered in any way.

INSTITUTIONAL & CORPORATE ACCOUNTS:

Terms of Sale follow the same guidelines unless denoted differently in a contract. Some offers and promotions outlined in the catalog may not apply. Requests for bids and proposals may be sent to:

Henry Schein, Inc.
Medical Bid Department (Mail Route E-215)
135 Duryea Road
Melville, NY 11747

INTERNATIONAL AND CANADIAN 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 (USA) at, phone: 1-631-843-5325, fax: 1-631-843-5676, or send us an e-mail at: export@henryschein.com.

Henry Schein Telephone Hotlines...We're Here Ready to Help!

To Place An Order	1-800-772-4346	8am-9pm, et
To Fax An Order	1-800-329-9109	24 Hours
Customer Service	1-800-472-4346	8am-9pm, et
e-Commerce Support	1-800-711-6032	8am-8pm, et
Aruba® Support	1-800-711-6032	8am-8pm, et
PRIVILEGES	1-866-633-8477	9am-7:30pm, et

COMPLETEcare Customer Service	1-866-383-1155	8am-5pm, ct
Henry Schein Financial Services.....	1-800-443-2756	8am-9pm, et
ProRepair	1-800-367-3674	8am-5pm, et
International Dept. (USA).....	1-631-843-5325 or Fax 1-631-843-5676	
In Canada.....	1-800-223-3300	8am-7pm, et
Internet	www.henryschein.com/medical	
E-mail	meds@henryschein.com	
	custserv@henryschein.com	

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on Upon Award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

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

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

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

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
 - Commercial General Liability Insurance:** In the amount of _____ or more.
 - Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

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

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

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____
NA
for _____
NA
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

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

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

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

29. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

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

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

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

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

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

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

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: _____ *N/A*

Contractor's License No. _____

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the

public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. Required Information. The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor

list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

6. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts
Only)**

1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
4. **AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

CERTIFICATION AND SIGNATURE PAGE

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

Henry Schein Medical
a Division of Henry Schein, Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

Bid MANAGER
DAVID Shekailo

800-851-0400 | 866-738-8999

(Phone Number) (Fax Number) (Date)

12/1/14

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Henry Schein Medical
Division of Henry Schein, Inc.

Company _____
Authorized Signature _____
Date 12/1/14

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

REQUEST FOR QUOTATION
Exam, Nonsurgical Gloves

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The Purchasing Division is requesting bids for a Statewide Contract for Exam Gloves, which will be provided to various State Agencies, such as hospitals, regional jails, prisons, and political subdivisions.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as CRFQ 0212 SWC1500000004.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 On all boxes of gloves, the date of manufacture shall be clearly indicated by month and year, as a readily visible marking on the 100 count boxes of gloves. A three digit marking to indicate the Julian Day of the year is not sufficient to indicate the month of manufacture. The date of manufacture shall be a separate marking and NOT accomplished within the lot number marking.
 - 3.1.2 **Vinyl Examination gloves (powdered)**
 - 3.1.2.1 Vinyl examination gloves (powdered) must be vinyl with a beaded cuff, ambidextrous, medical grade and powdered.
 - 3.1.2.2 Vinyl examination gloves (powdered) must have a .08mm minimum thickness.
 - 3.1.2.3 Vinyl examination gloves (powdered) should be non-sterile.
 - 3.1.2.4 Vinyl Examination gloves (powdered) must be packaged in boxes of 100 gloves. Sizes small, medium, large and X-large must be available.

REQUEST FOR QUOTATION
Exam, Nonsurgical Gloves

3.1.3 Vinyl Examination gloves (Powder Free)

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

3.1.4 Latex Examination Gloves (Powder Free, Smooth Finish)

- 3.1.4.1 Latex examination gloves (powder free, smooth finish) must be made from natural rubber latex with a beaded cuff, ambidextrous, medical grade, powder free and smooth finish.
 - 3.1.4.1.1 Gloves with texture fingertips will not be accepted.
- 3.1.4.2 Latex examination gloves (powder free, smooth finish) must have a .08 mm minimum thickness.
- 3.1.4.3 Latex examination gloves (powder free, smooth finish) should be non-sterile.
- 3.1.4.4 Latex examination gloves (powder free, smooth finish) must be packaged in boxes of 100 gloves. Sizes small, medium, large and X-large must be available.

3.1.5 Latex Examination Gloves (Powder Free, Texture Grip)

- 3.1.5.1 Latex examination gloves (powder free, texture grip) must be made from natural rubber latex with a beaded cuff, ambidextrous, medical grade, powder free, and have a texture grip.
- 3.1.5.2 Latex examination gloves (powder free, texture grip) must have a .08 mm minimum thickness.
- 3.1.5.3 Latex examination gloves (powder free, texture grip) should be non-sterile.
- 3.1.5.4 Latex examination gloves (powder free, texture grip) must be packaged in boxes of 100 gloves. Sizes small, medium, large and X-large must be available.

3.1.6 Nitrile Examination Gloves (Powder Free, Texture Grip)

- 3.1.6.1 Nitrile examination gloves (powder free, texture grip) must be made from nitrile rubber with a beaded cuff, ambidextrous, medical grade, powder free, and have a texture grip.
- 3.1.6.2 Nitrile examination gloves (powder free, texture grip) must have a .08 mm minimum thickness.
- 3.1.6.3 Nitrile examination gloves (powder free, texture grip) should be non-sterile.

REQUEST FOR QUOTATION
Exam, Nonsurgical Gloves

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

3.1.7 Nitrile Examination Gloves (Powder Free, Smooth Finish)

3.1.7.1 Nitrile examination gloves (powder free, smooth finish) must be made from nitrile rubber with a beaded cuff, ambidextrous, medical grade, powder free, and have a smooth finish.

3.1.7.1.1 Gloves with texture fingertips will not be accepted.

3.1.7.2 Nitrile examination gloves (powder free, smooth finish) must have a .08 mm minimum thickness.

3.1.7.3 Nitrile examination gloves (powder free, smooth finish) should be non-sterile.

3.1.7.4 Nitrile examination gloves (powder free, smooth finish) must be packaged in boxes of 100 gloves. Sizes small, medium, large and X-large must be available.

3.1.8 Polyethylene Disposable Gloves

3.1.8.1 Polyethylene disposable gloves must comply with the provisions of the Federal Food, Drug and Cosmetic Act (FFDCA). Gloves must be foodservice grade.

3.1.8.2 Polyethylene disposable gloves must be made from clear, low or high density polyethylene (HDPE or LDPE).

3.1.8.3 Polyethylene disposable gloves must be powder free/sulfur free, and ambidextrous.

3.1.8.4 Polyethylene disposable gloves must be packaged in boxes of 100 gloves. Sizes medium and large must be available.

4. CONTRACT AWARD:

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

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

REQUEST FOR QUOTATION
Exam, Nonsurgical Gloves

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

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

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

5. ORDERING AND PAYMENT:

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

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

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

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

REQUEST FOR QUOTATION
Exam, Nonsurgical Gloves

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

7. VENDOR DEFAULT:

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

REQUEST FOR QUOTATION
Exam, Nonsurgical Gloves

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

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: DAVID Shekailo
Telephone Number: 800-851-0400
Fax Number: 866-738-8999
Email Address: biddept@henryschein.com

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% 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% 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% 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% 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% 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% 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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

Signed: N/A

Date:

Title:

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

Henry Schein Medical

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: a Division of Henry Schein, INC
Authorized Signature: [Signature] Date: 12/1/14

State of N.Y
County of Suffolk, to-wit:

Taken, subscribed, and sworn to before me this 1st day of Dec, 2014
My Commission expires Dec 27, 2017

NOTARY PUBLIC Annemarie Hoffmann

AFFIX SEAL HERE
ANNEMARIE HOFFMANN
NOTARY PUBLIC STATE OF NEW YORK
NO. 01HO6035164
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES DEC 27, 2017

BID Information

Customer# 1119625
 BID# 50033
 BID Receipt Date: 11/05/14
 Due Date: 12/02/14
 Expiration Date: 12/01/15
 BID Total: 274104.93

Page# 1

BID RESPONSE

State Of West Virginia
 State Of West Virginia

2019 Washington St East Bldg 15
 Charleston WV 253052214

LINE NO	ITEM CODE	DESCRIPTION	UNIT SIZE	STRENGTH	WEIGHT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.00	1190346	Glove Exam Vinyl Durasafe	100/Bx	Small		20	2.64	52.80
2.00	1190347	Glove Exam Vinyl Durasafe	100/Bx	Medium		40	2.64	105.60
3.00	1190348	Glove Exam Vinyl Durasafe	100/Bx	Large		30	2.64	79.20
4.00	1190354	Glove Exam Vinyl Durasafe	100/Bx	X-Large		20	2.64	52.80
5.00	1026721	Criterion PF Vinyl Glove	100/Bx	Clear Sm	1.65 LB	630	3.37	2,123.10
6.00	1025338	Criterion PF Vinyl Glove	100/Bx	Clear Me	1.90 LB	3120	3.37	10,514.40
7.00	1027319	Criterion PF Vinyl Glove	100/Bx	Clear La	2.05 LB	2670	3.37	8,997.90
8.00	1025377	Criterion PF Vinyl Glove	90/Bx	Clear XL	2.25 LB	6705	3.37	22,595.85
9.00	1025419	Criterion PC Glove PF Lat	100/Bx	Small	1.36 LB	820	5.75	4,715.00
10.00	1025421	Criterion PC Glove PF Lat	100/Bx	Medium	1.42 LB	5145	5.75	29,583.75
11.00	1026730	Criterion PC Glove PF Lat	100/Bx	Large	1.56 LB	8511	5.75	48,938.25
12.00	1025422	Criterion PC Glove PF Lat	90/Bx	X-Large	2.17 LB	6740	5.75	38,755.00
13.00	1028296	Criterion CL Glove PF Lat	100/Bx	Small	1.65 LB	735	5.80	4,263.00
14.00	1025355	Criterion CL Glove PF Lat	100/Bx	Medium	1.75 LB	1890	5.80	10,962.00
15.00	1027763	Criterion CL Glove PF Lat	100/Bx	Large	1.87 LB	2020	5.80	11,716.00
16.00	1025357	Criterion CL Glove PF Lat	100/Bx	X-Large	2.04 LB	890	5.80	5,162.00
17.00	1118535	Criterion Glove PF Nitril	100/Bx	Small	2.04 LB	20	5.27	105.40
18.00	1118536	Criterion Glove PF Nitril	100/Bx	Medium	2.04 LB	20	5.27	105.40
19.00	1118537	Criterion Glove PF Nitril	100/Bx	Large	2.04 LB	1654	5.27	8,716.58

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

BID Information

Customer# 1119625
 BID# 50033
 BID Receipt Date: 11/05/14
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BID Total: 274104.93

Page# 2

BID RESPONSE

State Of West Virginia
 State Of West Virginia

2019 Washington St East Bldg 15
 Charleston WV 253052214

LINE NO	ITEM CODE	DESCRIPTION	UNIT SIZE	STRENGTH	WEIGHT	QUANTITY	UNIT PRICE	EXTENDED PRICE
20.00	1118539	Criterion Glove PF Nitril	90/Bx	X-Large	2.04 LB	100	5.27	527.00
21.00	9004484	Criterion Pure PF Ntrl Gl	100/Bx	Small	2.04 LB	1920	5.35	10,272.00
22.00	9004485	Criterion Pure PF Ntrl Gl	100/Bx	Medium	2.04 LB	4851	5.35	25,952.85
23.00	9004486	Criterion Pure PF Ntrl Gl	100/Bx	Large	2.04 LB	3126	5.35	16,724.10
24.00	9004487	Criterion Pure PF Ntrl Gl	90/Bx	X-Large	2.04 LB	2313	5.35	12,374.55
25.00	1002458	Copolymer Glove PF Utilit	100/Bx	Medium	1.23 LB	20	5.55	111.00
26.00	1000179	Copolymer Glove PF Utilit	100/Bx	Large	1.30 LB	108	5.55	599.40

TOTAL PRICE BEFORE TAX	:	274,104.93
SALES TAX	:	
TOTAL PRICE AFTER TAX AND TOTAL WEIGHT:		274,104.93

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

**2% Cash Back or
FREE Travel Rewards on all purchases
with our Platinum BusinessCard**
To apply, call:
1.800.980.9012



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.

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. 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-8pm, 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-8pm, et
Product Technical Support	1-800-372-4346 8am-8pm, et
Premium Point Information	1-800-472-4346 8am-4:30pm, et
ProRepair	1-800-367-3674 8am-5pm, et