



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

# Request for Quotation

RFQ NUMBER
LGLOVES11

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/23/2011				

BID OPENING DATE: 09/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.1						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. REVISED COST SHEET ATTACHED. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: LGLOVES11						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 .....						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

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

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

**INSTRUCTIONS TO BIDDERS**

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



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<p>THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE ..... COMPANY ..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>END OF ADDENDUM NO. 1</p>						
0001	1	PK		998-67-01-021		
GLOVES, EXAM, DISP. LATEX, NON-STERILE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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***** THIS IS THE END OF RFQ LGLOVES11 ***** TOTAL:						

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## West Virginia Purchasing Division

**LGLOVES11**

## Addendum questions and answers

Q 1. What name brand of glove was used on the previous contract? (Mfg.'s name & product code).

A 1. The West Virginia Purchasing Division Statewide Contract web site contains this information (<http://www.state.wv.us/admin/purchase/swc/LGLOVES10.pdf>)

Q 2. Price per box.

A 2. See answer to question 1 above. Information is available from the same location.

Q 3. In the estimated quantities are those given in boxes or cases of 10 bxs?

A 3. Estimated quantities are provided in boxes per 100 gloves per box

Q 4. Must the boxes contain 100 gloves or can they contain more? Some of our gloves come 250 per box. Is the unit price to be broken down into boxes or each glove?

A 4. Box quantity must be based upon 100 per box. Unit Price is based as a box of 100 gloves. (see revised Cost Sheet)

Q 5. What does stringing mean?

A 5 Issuing a series of Requisitions or Purchase Orders to circumvent competitive bidding or to defeat the State Purchasing Card transaction or delegated purchasing limit. This is an Agency purchasing term

Q 6. Could you explain the Open market Clause?

A 6. Allows the Director of Purchasing to authorize a spending unit to purchase on the open market, without the filling of a Requisition or cost estimate, items specified on this Contract for immediate delivery in emergencies due to unforeseen causes.

Q 7. How do I quote the emergency orders?

A 7. Emergency orders are priced at the Contract prices just delivered on a shorter time frame.

**I. VINYL EXAMINATION GLOVES (POWDERED):**

Medical Grade, non-sterile, .08 mm minimum thickness, seamless, beaded cuff, ambidextrous, 100/box.

BRAND:		ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Est. Quantity Per Boxes /100	Unit Price per Box of 100	Extended Price
Small					15		
Medium					33		
Large					27		
Xlarge					20		

**II. VINYL EXAMINATION GLOVES (POWDER FREE):**

Medical Grade, non-sterile, .08 mm minimum thickness, seamless, beaded cuff, ambidextrous, 100/box.

BRAND:		ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Est. Quantity Per Boxes /100	Unit Price per Box of 100	Extended Price
Small					630		
Medium					3120		
Large					2670		
Xlarge					6705		

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

Medical Grade, non-sterile, .15 mm minimum thickness, seamless, beaded cuff, ambidextrous, 100/box.

BRAND:		ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Est. Quantity Per Boxes /100	Unit Price per Box of 100	Extended Price
Small					816		
Medium					5145		
Large					8511		
Xlarge					6738		

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

Medical Grade, non-sterile, .15mm minimum thickness, seamless, beaded cuff, ambidextrous, 100/box.

BRAND:		ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Est. Quantity Per Boxes /100	Unit Price per Box of 100	Extended Price
Small					735		
Medium					1890		
Large					2019		
Xlarge					888		

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

Non-sterile, .13 mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:		CATALOG NO.	Boxes of 100 per Case	Est. Quantity Per Boxes /100	Unit Price per Box of 100	Extended Price
Small				20		
Medium				20		
Large				1653		
Xlarge				100		

VI. NITRILE EXAMINATION GLOVE (POWDER FREE):

Non-sterile, .13mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:		CATALOG NO.	Boxes of 100 per Case	Est. Quantity Per Boxes /100	Unit Price per Box of 100	Extended Price
Small				1920		
Medium				4851		
Large				3126		
Xlarge				2313		

VII. POLYETHYLENE DISPOSABLE GLOVES:

1.25 mils minimum, powderless/sulpher free, ambidextrous, for food service and precision parts handling. 100/box

BRAND:		CATALOG NO.	Boxes of 100 per Case	Est. Quantity Per Boxes /100	Unit Price per Box of 100	Extended Price
Medium				20		
Large				108		

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

GRAND TOTAL