
RENEWAL E194-325-10

Procurement File 677

Contract Name: Dental Equipment, Supplies and
Accessories Non-ADEC, Patterson Dental

Effective Begin Date: 5/01/2010

Expiration Date: 4/30/2011

Contract Officer: Cynthia Wilson

Phone: (804) 786-3853

Email: cindy.Wilson@dgs.virginia.gov

Fax: (804) 786-0223

Authorized Users

State Agencies, Institution, Public Bodies, and other entities Authorized by Code of Virginia

Vendor

Patterson Dental Co

Vendor Contact Name:

Merchandise: Fred Becton

Equipment: Peggy Buchanan

Service: Ken Cummings

Address: 8570 Magellan Pkwy, Suite 200,
Richmond, VA

Vendor Contact Email:
768.branch@pattersondental.com

DUNS: 081752362

Vendor Contact Phone: 804-262-4070

Vendor Fax Number: 800- 446-9633

800-262-4070

Credit Cards Accepted:

Discover, American Express, Mastercard

Delivery time ARO:

Equipment: 16 Days

Supplies: 3 Days

Terms: Net 30
F.O.B. Destination except when order is below minimum order amount.

Renewal Period - **0 Renewal Remains.**

Special Terms and Conditions

ADVERTISING

In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to the Commonwealth and or issuing agency/public body will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

AUDIT

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

CANCELLATION OF CONTRACT

The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract

period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

CATALOGS

The contractor shall furnish catalogs and price lists for awarded manufacturers directly to using agencies.

PAYMENT OPTIONS

Contract Users pay by check, electronic funds transfer, or with the Commonwealth's and Public Bodies' authorized procurement (charge) card. Contractor(s) should be able to accept the Commonwealth's and Public Bodies' card for single purchases under \$5,000 per transaction. Some Commonwealth Agencies and Public Bodies have charge cards that exceed the \$5,000 transaction limit so the contract shall have the ability to accept those with higher limits. Attach a list of the charge cards that are acceptable by your company.

DELIVERY

The agency expects complete delivery within 30 calendar days after receipt of order. Contractor shall identify which types of equipment the manufacturers cannot deliver within the 30 day time frame. Also identify type of products that can be delivered in less than 30 days.

DELIVERY POINT

Except when otherwise specified herein, all items shall be F.O.B. delivered any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in Section 4.13 of the Agency Procurement and Surplus Property Manual.

MAINTENANCE MANUALS

The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list and a copy of all warranties.

MINIMUM ORDERS

Minimum orders will be \$100.00 for F.O.B. delivery to ordering agency within the Commonwealth of Virginia. For orders of less than \$100.00, the contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment, or the agency may purchase such order off contract from other sources. Partial shipments of less than the minimum order value which are made at the option of the contractor shall be made F.O.B. Destination with no transportation charges added. If at the agency's request shipments are below the minimum order value, the contractor may add actual transportation cost to invoice for payment.

PRODUCT AVAILABILITY

Substitution of a product, brand or manufacturer after award of contract is expressly prohibited unless approved in writing by the Division of Purchases and Supply. The Commonwealth may, at its discretion, require the contractor to provide a substitute item of equal quality, subject to the approval by the Commonwealth, for the same price, if the product for which the contract was awarded becomes unavailable to the contractor.

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted only for changes in the Contractor's cost of materials. Producers Price Indices, CPI-W or other appropriate indices will be used as a guide to determine price increases or decreases. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

PURCHASE VOLUME REPORT

On a quarterly basis the Contractor shall furnish the Division of Purchases and Supply a statement or report covering the total dollar volume of purchases made under this contract along with total number of each contract item delivered by ordering agency under this contract.

RENEWAL OF CONTRACT

This contract may be renewed by the Commonwealth upon written agreement of both parties for one (1) successive one year period, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

SWAM SUBCONTRACTING

SMALL, WOMEN, AND MINORITY-OWNED SUBCONTRACTING: When it is practicable for any portion of the awarded contract to be subcontract to other supplies, the Contract shall offer such business to small, women and /or minority owned (SWAM) businesses. When SWAM subcontractors are used, the price contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of the firm, phone number, total dollar amount subcontracted, category type (small, Woman, or minority-owned) and the type of product/service provided. Contractor shall submit their SWAM plan within 30 days of award of this contract.

SPECIAL HANDLING

Contract must notify users of products that require special handling changes in addition to standard shipping changes that are included in the discount price. An example of this special handling charges may be items deemed hazardous material by OSHA.

WARRANTY (COMMERCIAL)

The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.

INSTALLATION REQUIREMENTS

When required, product delivered under this contract must be installed. The following special terms and conditions will apply in addition to all other **GENERAL AND SPECIAL TERMS AND CONDITIONS** stated in this solicitation:

A. **INSURANCE/INSURANCE COVERAGES AND LIMITS REQUIRED** (See General Terms),

B. **DRUG FREE WORKPLACE** (See General Terms),

C. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owners' representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

D. **PRODUCT ASSEMBLY:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

E. **GENERAL SECURITY RULES AND REGULATIONS:** The Contractor shall be responsible for ensuring that all personnel connected with the work comply with the rules and regulations of the Agency. The Contractor shall maintain proper security and control over all personnel, equipment, tools and materials at all times. The Contractor's equipment and personnel shall be subject to security checks and associated delays.

F. **ADDITIONAL SECURITY REQUIREMENTS FOR CORRECTIONAL FACILITIES:**

1. There shall be no verbal discussion or physical contact between a Contractor's Employees and inmates.
2. Anyone bringing any inmate any item such as weapons, tools, food, drinks, clothing, Cigarette, matches, correspondence, printed or electronic media or assisting inmates to escape, is in violation of State Law and will result in prosecution.
3. No weapon, alcohol, drugs or medications of any type are allowed on State property.
4. Keys shall be removed from all vehicles and other mobile equipment at all times when not in operation. Vehicle doors and tool compartments shall be locked at all times when not in use. Ladders left on vehicles shall be chained and locked at all times.
5. No tools shall be left about the job site unattended. When not in use, all tools and ladders shall be securely locked.
6. Any tools, especially any type of cutting tool, if left unattended will be confiscated.
7. All tools and ladders shall be removed daily from the inside of the Institution. If storage is desired on Institution property, arrangements shall be made with the Security Chief or Director of Buildings & Grounds.
8. All security regulations shall be observed at all times. These will be made known to the Contractor and his representatives by the Institutional Security Chief or his designee, at the point of entrance to the Institution.
9. All persons entering the prison complex are subject to being searched.
10. Contractors and their representatives are limited to movement to and from and within the immediate area of their work.
11. An Institutional employee will be designated as liaison person between the Contractor and Institution. Unless otherwise stated, this person will be the Department Superintendent for whom the Contractor is performing the service.

12. Agency will provide an escort guard with truck.
13. No vehicle will be permitted to leave the facility until after the daily or routine security check.
14. Each day, Contractor shall provide a tool and equipment list for inventory check at the sally port.
15. Contractor shall remove all tools from facility at the conclusion of each workday.
16. All Contractors employees shall have a valid identification with photograph at all times for identification that is acceptable to the institution. A valid DMV driver's license is acceptable. No persons will be permitted to enter the institution without valid identification.
17. The Agency reserves the right to refuse entrance to anyone who appears, in the Agency's sole judgment, to be under the influence of drugs or alcohol or otherwise is impaired.
18. Other additional security rules and regulations may also be required by the Agency.

G. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense. H. WORK SITE CONDITIONS: The ordering agency will be responsible for site preparation for products to be installed. This will include having all plumbing, electrical, gas etc., hookups ready for the equipment.

GENERAL TERMS AND CONDITIONS

VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made

pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply: 1.) During the performance of this contract, the contractor agrees as follows: (a.) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. (b.) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. (c.) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. 2.) The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING: By entering into this contract the vendor certify that their bids was made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a contract vendor certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By entering into a contract vendor certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

PAYMENT: To Prime Contractor: a.) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). b.) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. c.) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the

contract price, regardless of which public agency is being billed. d.) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. e.) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed.

In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363). 2. To Subcontractors: a.) A contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b.) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth. 3.) Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways: (1.) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their

written agreement to modify the scope of the contract. (2.) The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods: (2a.) By mutual agreement between the parties in writing; or (2b.) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

2c.) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

TRANSPORTATION AND PACKAGING: By entering into this contract the vendor certifies and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State

Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. 2). Employer's Liability - \$100,000. 3) Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy 4).Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.).

NOTE: In addition, various Professional Liability/Errors and Omissions coverage are required when soliciting those services as follows: Profession/Service /Limits, Accounting /\$1,000,000 per occurrence, \$3,000,000 aggregate Architecture/\$2,000,000 per occurrence, \$6,000,000 aggregate, Asbestos Design, Inspection or Abatement Contractors/ \$1,000,000 per occurrence, \$3,000,000 aggregate, Health Care Practitioner (to include Dentists, Licensed Dental, Hygienists, Optometrists, Registered or Licensed, Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical ,Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) \$1,750,000 per occurrence, \$3,000,000 aggregate, (Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2005 - \$1,800,000, July 1, 2006 - \$1,850,000, July 1, 2007 - \$1,925,000, July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the Code of Virginia. Insurance/Risk Management /\$1,000,000 per occurrence, \$3,000,000 aggregate, Landscape/Architecture/\$1,000,000 per occurrence, \$1,000,000 aggregate, Legal/\$1,000,000 per occurrence, \$5,000,000 aggregate. Professional Engineer/\$2,000,000 per occurrence, \$6,000,000 aggregate, Surveying/\$1,000,000 per occurrence, \$1,000,000 aggregate

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the

individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

Catalog Information

Patterson Dental Catalog 2005-2006

Commodity Information

Line: 1

Commodity: 26096

Group Description:

Description: X-Ray Equipment, Dental (For Chemicals And Film See Class 898): Film Mounts, Film Processors, Intensifying Screens, X-Ray Machines And Accessories

DISCOUNT FROM CATALOG, , EQUIPMENT, MACHINE, X-RAY

Discount:

21%

Line: 2

Commodity: 26096

Group Description:

Description: X-Ray Equipment, Dental (For Chemicals And Film See Class 898): Film Mounts, Film Processors, Intensifying Screens, X-Ray Machines And Accessories

DISCOUNT FROM CATALOG, EQUIPMENT, MACHINE, FILM PROCESSORS

Discount

30%

Line: 3

Commodity: 26026

Group Description:

Description: Dental Units And Components: Chairs, Compressed Air And Aspiration Devices, Consoles, Handpieces, Etc.

DISCOUNT FROM CATALOG, EQUIPMENT, MACHINE, AIR COMPRESSORS

Discount:

34%

Line: 4

Commodity: 26026

Group Description:

Description: Dental Units And Components: Chairs, DISCOUNT FROM CATALOG, EQUIPMENT, Compressed Air And Aspiration Devices, Consoles, MACHINE, VACUUM PUMPS Handpieces, Etc.

Discount:

34%

Line: 5

Commodity: 26026

Group Description:

Description: Dental Units And Components: Chairs, DISCOUNT FROM CATALOG, OTHER Compressed Air And Aspiration Devices, Consoles, EQUIPMENT, SUCH AS HANDPIECES, HIGH Handpieces, Etc. AND SLOW SPEED, AUTOCLAVES, ETC

Discount:

22%

Line: 6

Commodity: 26036	Group Description:
Description: Grinding And Polishing Implements: Burs, Cones, Cups, Discs, Wheels, Etc.	DISCOUNT FROM CATALOG, ABRASIVES, BURS
Discount:	20%

Line: 7

Commodity: 26046	Group Description:
Description: Instruments And Devices (Endodontic, Orthodontic, Periodontal, And General Dental): Arches, Bands, Brackets, Curets, Files, Forceps, Mirrors, Points, Rasps, Reamers, Scalers (Hand), Etc.	DISCOUNT FROM CATALOG, DENTAL INSTRUMENTS
Discount:	20%

Line: 8

Commodity: 26011	Group Description:
Description: Cements (Cavity Lining, Etc.): Glass Ionomer, Polymeric, Zinc Compounds, Etc.	DISCOUNT FROM CATALOG, CEMENTS, LINERS, BASES, ETC
Discount:	20%

Line: 9

Commodity: 26056	Group Description:
Description: Pharmaceuticals, Dental: Anesthetics, Antiseptics, Plaque Disclosing Liquids And Tablets, Etc.	DISCOUNT FROM CATALOG, DENTAL DRUGS, CHEMICAL, NEEDLES, ETC
Discount:	20%

Line: 10

Commodity: 26072

Group Description:

Description: Scalers, Peridental: Rotary, Sonic, And
Ultrasonic

DISCOUNT FROM CATALOG, PERIODONTAL
PREVENTIVE PRODUCTS

Discount:

20%

Line: 11

Commodity: 26009

Group Description:

Description: Casting, Filling, And Molding
Materials: Artificial Stone, Clay, Gypsum Plaster,
Investments (Bonded And Solder), Molding Resins,
Porcelain, Etc.

DISCOUNT FROM CATALOG, DENTAL
MOLDING COMPOUNDS

Discount:

20%

Line: 12

Commodity: 26009

Group Description:

Description: Casting, Filling, And Molding
Materials: Artificial Stone, Clay, Gypsum Plaster,
Investments (Bonded And Solder), Molding Resins,
Porcelain, Etc.

DISCOUNT FROM CATALOG, RESTORATIVE
SUPPLIES AND ACCESSORIES

Discount:

20%

Line: 13

Commodity: 26052

Group Description:

Description: Metallic Supplies: Alloys, Precious
Metals, Tubes, Wires, Etc.

DISCOUNT FROM CATALOG, ALLOY
MATERIALS

Discount:

10%

Line: 14

Commodity: 26056

Group Description:

Description: Pharmaceuticals, Dental: Anesthetics, Antiseptics, Plaque Disclosing Liquids And Tablets, Etc. DISCOUNT FROM CATALOG, INFECTION CONTROL, OSHA COMPLIANCE SUPPLIES

Discount: 20%

Line: 15

Commodity: 26056

Group Description:

Description: Pharmaceuticals, Dental: Anesthetics, Antiseptics, Plaque Disclosing Liquids And Tablets, Etc. DISCOUNT FROM CATALOG, SKIN CLEANERS, DISINFECTANTS, ETC

Discount: 20%

Line: 16

Commodity: 26082

Group Description:

Description: Sundries, Dental: Articulating Paper And Tape, Cotton, Dental Care Kits, Denture Adhesives And Creams, Floss, Gauze Pads, Paper And Plastic Items, Sutures, Tubing, Etc. DISCOUNT FROM CATALOG, SURGICAL SUPPLIES

Discount: 20%

Line: 17

Commodity: 26082

Group Description:

Description: Sundries, Dental: Articulating Paper And Tape, Cotton, Dental Care Kits, Denture Adhesives And Creams, Floss, Gauze Pads, Paper And Plastic Items, Sutures, Tubing, Etc. DISCOUNT FROM CATALOG, SUNDRIES, PAPER PRODUCTS, MISC.

Discount: 20%

Line: 18

Commodity: 26096

Group Description:

Description: X-Ray Equipment, Dental (For
Chemicals And Film See Class 898): Film Mounts,
Film Processors, Intensifying Screens, X-Ray
Machines And Accessories

DISCOUNT FROM CATALOG, X-RAY
ACCESSORIES, SUPPLIES

Discount:

20%

Line: 19

Commodity: 89835

Group Description:

Description: Film, X-Ray (Including Dental)

DISCOUNT FROM CATALOG, X-RAY FILM

Discount:

5%

Line: 20

Commodity: 26046

Group Description:

Description: Instruments And Devices (Endodontic,
Orthodontic, Periodontal, And General Dental):
Arches, Bands, Brackets, Curets, Files, Forceps,
Mirrors, Points, Rasps, Reamers, Scalers (Hand),
Etc.

DISCOUNT FROM CATALOG, ENDODONIC
SUPPLIES AND ACCESSORIES

Discount:

20%

Line: 21

Commodity: 20000

Group Description:

Description: Clothing, Athletic, Casual, Dress,
Uniform, Weather Related, Work

DISCOUNT FROM CATALOG, CLOTHING,
UNIFORMS, ETC

Discount:

20%

Line: 22

Commodity: 26000

Group Description:

Description: Dental Equipment And Supplies

DISCOUNT FROM CATALOG, OTHER
CATEGORIES NOT LISTED ABOVE

Discount:

20%