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

TERMS OF SALE

# Request for Quotation

REQ NUMBER

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FREIGHT TERMS

ADDRESS CORRESPONDENCE TO ATTENTION OF:

MICHAEL AUSTIN 304-558-2316

RFQ COPY
TYPE NAME/ADDRESS HERE
Gulf South Medical Supply.

Gulf South Medical Supply, Inc 4345 Southpoint Boulevard Jacksonville, FL. 32216

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

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TITLE Director,

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Purchasing Division
2019 Washington Street East
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

# Request for Quotation

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LGLOVES07

PAGE	_
7_	

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2316

RFQ COPY TYPE NAME/ADDRESS HERE

Gulf South Medical Supply, Inc 4345 Southpoint Boulevard Jacksonville, FL. 32216

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	BUYER: 43	
	RFQ. NO.: LGLOVES07	
	BID OPENING DATE: 06/14/2007	
	BID OPENING TIME: 1:30 PM	
	PLEASE PROVIDE A FAX NUMBER IN CASE : TO CONTACT YOU REGARDING YOUR BID:	IT IS NECESSARY
	(904)-332-3298	
	CONTACT PERSON (PLEASE PRINT CLEARLY) Mary Ann MacGowen (800)-532-4	1
	Billy D. Stringfellow (800)	
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SIGNATURE	mi Zdward 3	(904)-380-4537 DATE 18 June, 2007
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DATE PRINTED

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

TERMS OF SALE

# Request for Quotation

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SHIP VIA

REQ NUMBER

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FREIGHT TERMS

ADDRESS CORRESPONDENCE TO ATTENTION OF:

MICHAEL AUSTIN 304-558-2316

RFQ COPY TYPE NAME/ADDRESS HERE Gulf South Medical Supply

Gulf South Medical Supply, Inc 4345 Southpoint Boulevard Jacksonville, FL. 32216

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SIGNATURE	Edwards	grade to the common the common to the common	TELEPHONE	04)-380-4537 DATE	18 June, 2007
Federal Contract	S	831411 NSERT NAME AN	D ADDRESS IN	ADDRESS CHANGES SPACE ABOVE LABELE	TO BE NOTED ABOVE

# LGLOVES07 SPECIFICATIONS

### **STANDARDS**

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

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

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

### MATERIALS:

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

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

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

POLYETHYLENE gloves shall be compounded from virgin polyethylene.

# **DESIGN:**

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

The cuff shall be beaded, where indicated.

# **GENERAL INFORMATION:**

All quantities are approximations only.

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

Gloves must be equal to the minimum specifications or better.

# SPECIAL CONDITIONS:

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

Delivery is to be F.O.B. any West Virginia location for orders of \$100.00 or more; shipping costs on orders of less than this amount shall be prepaid and added to the invoice.

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

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

Vendor is to provide a nine (9) month summary report of procurement volumes by item number and dollar amounts. This is a single report which is to be furnished at the beginning of the tenth month of the contract.

# LGLOVES07 PRICING PAGE

I. VINYL EXAMINATION GLOVES (POWDERED): Medical Grade, non-sterile, .08 mm minimum thickness, seamless, beaded cuff, ambidextrous, 100/box.

		ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Small	6359	Small	802630	\$ 2.41
Medium	6360	Medium	802631	\$ 2.41
Large	6361	Large	802632	\$ 2.41
Xiarge Cy	press Med	dical Products, Ltd XL 25-08	812639	\$ 3.07

II. VINYL EXAMINATION GLOVES (POWDER FREE): Medical Grade, non-sterile, .08 mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

		ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Small	6369	Small	802633	\$ 2.78
Medium	6370	Medium	802634	\$ 2.78
Large	6371	Large	802635	\$ 2.78
Xlarge	6372	X-Large	802636	\$ 2.78

III. LATEX EXAMINATION GLOVES (POWDER FREE, SMOOTH FINISH): Medical Grade, non-sterile, .15 mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

<b>BRAND</b> : S	ELECT			
		ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Small	070	Small	808955	\$3.67
Medium	071	Medium	808956	\$3.67
Large	072	Large	808957	\$3.67
Xlarge	073	X-Large	808958	\$3.67

IV. LATEX EXAMINATION GLOVES (POWDER FREE, TEXTURE GRIP): Medical Grade, non-sterile, .15mm minimum thichness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:	Cypres	s Medical Products,	Ltd.	
		ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Small	23-92	Small	812643	\$3.72
Medium	23-94	Medium	801191	\$3.72
Large	23-96	Large	812644	<b>\$</b> 3.72
Xiarge	23-98	X-Large	801194	\$3.72

# LGLOVES07 PRICING PAGE

V. NITRILE EXAMINATION GLOVES (POWDER FREE): Non-sterile, .13 mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:	SELEC	on —		
		ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Small	060	Small	835727	\$4.29
Medium	061	Medium	835728	<b>\$</b> 4.29
Large	062	Large	835729	\$4.29
Xlarge	063	X-Large	835730	<b>\$</b> 4.29

VI. NITRILE 12" EXAMINATION GLOVE (POWDER FREE): Non-sterile, .13mm minimum thickness, seamless, beaded cuff, ambidextrous. 100/box.

BRAND:	Kimber	ly-Clark Corp.		
		ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Small	50601	Small	#N/A	\$7.12
Medium	50602	Medium	839572	\$7.12
Large	50603	Large	839571	\$7.12
Xlarge	50604	X-Large	S/O	\$7.12

VII. POLYETHULENE DISPOSABLE GLOVES: 1.25 mils minimum, powderless/sulpher free, ambidextrous, for food service and precision parts handling. 100/box

BRAND:	IMPACT			
		ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Medium	8699M	Medium	S/O	\$ 0.50
Large	8600L	Large	s/0	\$ 0.50

# LGLOVES07 BID SCHEDULE

BID SCHEDULE	EDULE	SIZE	EST. QUANTITY PER BOXES/100	UNIT	EXTENDED PRICE
-	Vinyl Examination Gloves	A A F T T I I I A A	Poc	**	
4	(Fowdered)	WEDIOW	/R¢	\$2.4T	\$956.77
	Vinyl Examination Gloves (Powder				
=	Free)	MEDIUM	4514	\$2.78	\$12,548.92
	Latex Examination Gloves (Powder				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Free, Smooth Finish)	MEDIUM	4055	\$3.67	\$14,881.85
	Latex Examination Gloves (Powder				1
≥	Free, Texture Grip	MEDIUM	69	\$3.72	\$256.68
	Nitrile Examination Gloves (Powder				
>	Free)	MEDIUM	1948	\$4.29	58,356.92
	Nitrile 12" Examination Gloves			7	1
5	(Powder Free)	MEDIUM	22	ş7.12	\$156.64
N N	Polyethylene Disposable Gloves	MEDIUM	200	\$0.50	\$100.00
	** Unit Price for X-Large Vi	Vinyl Powdered Glove is	is \$3.07/Box		
					\$37,257.78

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

GRAND TOTAL



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

# Request for Quotation

SH-P TO

REQNUMBER
LGLOVES 07

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF MICHAEL AUSTIN 304-558-2316

RFQ COPY
TYPE NAME/ADDRESS HERE
Gulf South Medical Supply, Inc.
4345 Southpoint Boulevard
Jacksonville, FL. 32216

DATE PRIN 06/08/		RMS OF SALE	SHIP VIA	F.O.B	FREIGHTTERMS
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SIGNATURE	ania Zde	Jarla	TELEPHONE (S	004)-380-4537 DATE	18 June, 2007
TITLE Director, FederalCon	State And F	64-08314	11	ADDRESS CHANGES	TO BE NOTED ABOVE



RE: IMPORTANT Vendor Contact Information

Please update our vendor information as follows:

All RFPs/quotes or contract information should be addressed to the Director at the corporate address.

Government Contracts Director - Jenni Edwards

(RFP responses, contract renewals, general contract questions)

jedwards@gsms.com

phone: 800-532-4035 xt 1647

fax: 904-322-3298 Corporate Address:

4345 Southpoint Boulevard Jacksonville, Florida 32216

904-332-3000

All orders and inquiries should be placed through GSonline, customer service or your

local Gulf South rep. (Mary Ann McGowen 800-532-4035 xt2183)

Customer Service:

(Orders/Customer Assistance)

173 E. Market Ridge Ridgeland, MS 39157 Phone: 1-800-760-6026 Fax: 1-888-857-9397

All payments and payment inquiries should be directed to the A/R Department.

Accounts Receivable: Velma Pearson – 904-332-3134 Pay To Address: 4345 Southpoint Blvd.

Jacksonville, FL 32216

Should you have questions or need additional information, please feel free to contact me.

Sincerely,

Jenni L Edwards

Gulf-South Medical Supply

Director, State & Federal Contracts

WV-36a STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer:	Page	Req. or P. O. No.:					
FUNCTIONS CONTINUATION SHEET	Spending Uni	t:						
Vendor: Gulf South Medical Supply, Inc.								
Requisition No.: LGLOVES07  ADDENDUM ACKNOWLEDGEMENT  I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.								
the necessary revisions to my proposal, plans and	a/or specific	ations,	etc.					
Addendum No.'s:								
No. 1 <u>XXX</u>								
No. 2								
No. 3								
No. 4								
No. 5								
I understand that failure to confirm the rece rejection of bids.	ipt of the ad	ldendur	n(s) is cause for					
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	18 June,	2007						
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Exhibit 10 Rev. 11/96								





# PRIVATE LABEL GLOVE SPECS

	LATEX POWDERED	LATEX POWDER FREE	VINYL POWDERED	VINYL POWDER FREE
Material	Natural Kubbel Latex and compounding materials safe for use in medical gloves. Powdered with absorbable dusting powder USP	Natural Rubber Latex and compounding materials safe for use in medical gloves	Polyvinyl Chloride and compounding materials safe for use in medical gloves.	rouyvinyi Cilioride arid compounding materials safe for use in medical gloves. Powdered with absorbable dusting powder
Glove Design	Ambidextrous, non-textured with beaded cuff, 9.5 inch length	Ambidextrous, textured with beaded cuff. 9.5 inch length	Ambidextrous with beaded cuff. 9.5 inch length	Ambidextrous with beaded cuff. 9.5 inch length
Packaging	100 gloves per box, 10 boxes per case. Dispenser Box Dimensions(mm) 247L, 119W,89H Approx weight 1.9 lbs. Outer Carton Dimensions(mm)461L, 248W,260H Approx weight 19lbs	100 gloves per box, 10 boxes per case. Dispenser Box Dimensions(mm) 247L, 119W,89H Approx weight 1.9 lbs. Outer Carton Dimensions(mm)461L, 248W,260H Approx weight 19lbs	100 gloves per box, 10 boxes per case. Dispenser Box Dimensions(mm) 248L, 130W,70H Approx weight 2.1 lbs. Outer Carton Dimensions(mm)270L, 265W,371H Approx weight 21lbs	100 gloves per box, 10 boxes per case. Dispenser Box Dimensions(mm) 248L, 130W,70H Approx weight 2.1 lbs. Outer Carton Dimensions(mm)270L, 265W,371H Approx weight 21lbs
Minimum Thickness(Single Thickness)	Finger Tip 0.16mm Palm 0.12mm Cuff 0.10mm	Finger Tip 0.10mm(4 mil) Palm 0.10mm(4mil) Cuff 0.10mm(4mil)	Finger Tip 0.12mm(4.8 mil) Palm 0.12mm(4.8mil) Cuff 0.12mm(4.8mil)	Finger Tip 0.12mm(4.8 mil) Palm 0.12mm(4.8mil) Cuff 0.12mm(4.8mil)
Minimum Length	Small 240mm Medium 240mm Large 240mm X-Large 240mm	Small 230mm Medium 230mm Large 230mm X-Large 230mm	Small 230mm Medium 230mm Large 230mm X-Large 230mm	Small 230mm Medium 230mm Large 230mm X-Large 230mm
Minimum Width at Palm	Small 84mm+-5 Medium 95mm+-5 Large 106mm+-5 X-Large 116mm+-5	Small 85mm+-5 Medium 95mm+-5 Large 106mm+-5 X-Large 116mm+-5	Small 85mm+-5 Medium 95mm+-5 Large 105mm+-5 X-Large 118mm+-5	Small 85mm+-5 Medium 95mm+- 5 Large 105mm+-5 X-Large 118mm+-5
Tensile Strength	Unaged 21(Mpa) Aged 16(Mpa)	Unaged 14(Mpa) Aged 21(Mpa)	Unaged 10(Mpa) Aged 10(Mpa)	Unaged 10(Mpa) Aged 10(Mpa)
Elongation	Unaged 700% Aged 500%	Unaged 700% Aged 500%	Unaged 400% Aged 400%	Unaged 400% Aged 400%
Residual Protein Content ASTM D3578 & D5712 Standard	Protein Less than 200 ug/gram of glove	Protein Less than 50 ug/gram of glove	Containes no Natural Rubber Latex	Containes no Natural Rubber Latex
Powder Content	<100mg total powder per glove	Powder Free,<2mg total powder per glove	<100mg total powder per glove	Powder Free,<2mg total powder per glove
AGL for Finnoies AS I M D5151 Standard	1.5	1.5	1.5	1.5



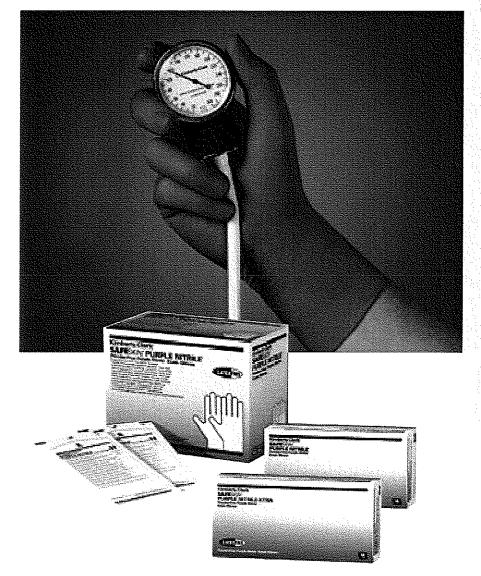


# PSS World Medical Select Medical Nitrile Glove – Product Specifications Reference Standard ASTM D 6319-00

	· · · · · · · · · · · · · · · · · · ·	
	NITRILE POWDERED	NITRILE POWDER FREE
Material	Nitrile rubber polymer and	Nitrile rubber polymer and compounding materials safe for use
	in medical gloves. Powdered with USP absorbable dusting powder. Talc free.	in medical gloves. Talc free.
Packaging	100 gloves per box, 10 boxes per case	100 gloves per box, 10 boxes per case
Thickness(Single Wall) ASTM D412	Finger Tip: 0.05 mm min. Palm: 0.05 mm min.	Finger Tip: 0.05 mm min. Palm: 0.05 mm min.
Minimum Length	Small 220mm Medium 230mm Large 230mm X-Large 230mm	Small 220mm Medium 230mm Large 230mm X-Large 230mm
Minimum Width at Palm	Small 80 mm ± 10 Medium 95 mm ± 10 Large 110 mm ± 10 X-Large 120 mm ± 10	Small 80 mm ± 10 Medium 95 mm ± 10 Large 110 mm ± 10 X-Large 120 mm ± 10
Tensile Strength ASTM D412 and D573	Before and after aging 14 MPa min.	Before and after aging 14 MPa min.
Elongation ASTM D412 and D573	Before aging 500% min. After aging 400% min.	Before aging 500% min. After aging 400% min.
Powder Content ASTM D6124	Not to exceed 10 mg/dm <sup>2</sup>	Powder Free, <2 mg total powder per glove
AQL for Pinholes ASTM D5151 Standard	AQL 2.5 As per ASTM D3578	AQL 2.5 As per ASTM D3578
Manufacturer Holds FDA 510(k)	Yes	Yes

# Kimberly-Clark SAFESKIN' Exam Gloves

KIMBERLY-CLARK\* **SAFE**SKIN\* PURPLE NITRILE\*, PURPLE NITRILE-XTRA\*, PURPLE NITRILE\*
Sterile Singles & Pairs Exam Gloves





As a healthcare professional, you know the importance of protecting yourself from daily exposure to bacteria, viruses and chemicals. Just as the proper glove creates a barrier between you and these dangerous elements, it also enhances your ability to offer patients maximum security against cross-contamination.

From proprietary latex and nitrile formulations for moderate to high risk procedures involving infectious fluids or bloodborne pathogens, to vinyl for low risk situations, KIMBERLY-CLARK\* **SAFE**SKIN\* has a glove solution for you. Our complete line includes gloves for primary care services, dental procedures, diagnostic tests, surgical procedures, and general use applications.

### **Functional Benefits:**

- Unique purple color provides quick, visual differentiation from natural rubber latex and other synthetic gloves.
- Textured fingertips enhance wet and dry grip.
- Custom design enhances comfort and fit.
- Available in 91/2" and 12" lengths.
- Available in sterile singles and pairs.

# **Clinical Specifications:**

- Natural Rubber Latex-free primary material is acrylonitrile-butadiene, reducing the potential for glove-associated Type I allergic reactions to natural rubber latex proteins.
- Powder-free, minimizing the potential for powder-related complications, such as irritant contact dermatitis.
- PURPLE NITRILE-XTRA material has been tested for use with ten chemotherapy drugs and gluteraldehyde to determine permeation and breakthrough times. Test results on file.

# Kimberly-Clark' SAFESKIN' Exam Gloves

# **Product Specifications:**

PURPLE NITRILE Measurements (Target)		nickness ngle thickness)	average length			
	MM	MIL				
Middle Finger	0.15	5.9	242 mm or 9.5' 305 mm or 12" (measured from the of the middle finger			
Palm	0.12	4.7				
Cuff	0.09	3.5	the edge of the cuff)			

Physical Properties (Target)

before	e aging	after aging			
Tensile Strength	Ultimate Elongation	Tensile Strength	Ultimate Elongation		
21 MPa	550%	21 MPa	500%		

Note: all specifications are subject to change without notice

Contact your Kimberly-Clark representative to schedule a glove evaluation or to place an order. KIMBERLY-CLARK\* SAFESKIN'
PURPLE NITRILE\*,
PURPLE NITRILE-Xtra\*,
PURPLE NITRILE\*
Sterile Singles & Pairs
Exam Gloves

# **Quality Standards:**

- Exceeds current ASTM D 6319 standard for critical defects (AQL-2.5). Safeskin AQL for critical defects is 1.5.
- Manufactured in accordance with Quality System ISO 9002.
- Biocompatible as measured by Primary Skin Irritation, Repeat Challenge Sensitization and 200 Person Modified Draize Test.
- Sterilized in accordance with AAMI guidelines at a Sterility Assurance Level (SAL) of 10<sup>6</sup>.

From protective apparel to medical devices – everything we make, everything we do, is focused on protecting healthcare professionals and patients. This means we work every day to develop and deliver quality products and to provide responsive customer service that you can depend on to meet your protection needs.

### KIMBERLY-CLARK' SAFESKIN' PURPLE NITRILE' - 9.5"

Stock #	Size	Gloves/ Box	Boxes/ Case
55080	X-Small	100	10
55081	Small	100	10
55082	Medium	100	10
55083	Large	100	10
55084	X-Large	90	10

# KIMBERLY-CLARK' SAFESKIN' PURPLE NITRILE-XTRA'- 12"

Stock #	Size	Gloves/ Box	Boxes/ Case
55090	X-Small	50	10
50601	Small	50	10
50602	Medium	50	10
50603	Large	50	10
50604	X-Large	50	10

# PURPLE NITRILE' - Sterile Singles PURPLE NITRILE' - Sterile Pairs

Singles Stock #	Size	Gloves/ Box	Boxes/ Case	Stock #	Size	Pairs/ Box	Boxes/ Case
52101	Small	100	4	55091	Small	50	4
52102	Medium	100	4	55092	Medium	50	4
52103	Large	100	4	55093	Large	50	4



### Commitment to Excellence

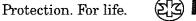
If, for any reason, our products do not meet your expectations, please let us know your comments or suggestions for improvement. Your input will result in a concerted effort on our part to meet your requirements. Our goal is to provide quality products that completely meet your needs time after time.

For more information, please call 1-800-KCHELPS in the United States, or visit our web site at www.kchealthcare.com.

\* Registered Trademark or Trademark of Kimberly-Clark Corp. Roswell, GA 30076 or its affiliates.
® The COLOR PURPLE is a Registered Trademark of Kimberly-Clark Corporation.
Manufactured for Kimberly-Clark Corp. by SAFESKIN Group (Thailand), a wholly owned subsidiary of Kimberly-Clark Corporation, Roswell, GA USA. © 2004 KCWW. All rights reserved.

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KLM-92-1 H7174





# STATE OF WEST VIRGINIA Purchasing Division

# **PURCHASING AFFIDAVIT**

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

### **DEFINITIONS:**

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

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

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

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Gulf South	Medical Supply, Inc				
Authorized Signature:	min Edwards	Date:	18	June,	2007
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