



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

VENDOR

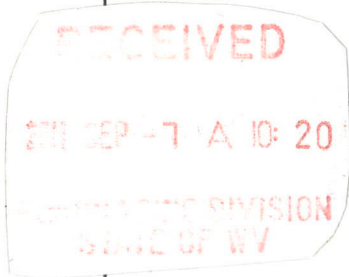
**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**  
 Gulf South Medical Supply Inc  
 4345 Southpoint Blvd  
 Jacksonville, Fl 32216

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
08/10/2011	net 30 days	Best Way		\$100 minimum

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	PK		998-67-01-021		251,690.10
<p>THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY EXAM GLOVES TO VARIOUS STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p><b>INQUIRIES:</b></p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH THE CLOSE OF BUSINESS ON 08/22/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTION WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE 08/22/2011 DEADLINE.</p> <p><b>ADDRESS INQUIRIES TO:</b></p> <p>GUY NISBET          WEST VIRGINIA DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          2019 WASHINGTON STREET, EAST          CHARLESTON, WEST VIRGINIA 25305-0130          FAX: 304.558.4115          E-MAIL: GUY.L.NISBET@WV.GOV</p>						
						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Guy Nisbet</i>	TELEPHONE 904-380-4537	DATE 9/6/2011
TITLE Director Government Sales	FEIN 64-0831411	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.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).



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
2

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Gulf South Medical Supply Inc  
 4345 Southpoint Blvd  
 Jacksonville, Fl 32216

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
08/10/2011				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
STATEWIDE CONTRACT						
PROVIDE EXAM GLOVES TO VARIOUS STATE AGENCIES SUCH AS HOSPITALS, REGIONAL JAILS, PRISONS AND POLITICAL SUBDIVISIONS, PER THE ATTACHED SPECIFICATIONS.						
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.						
ALL ORDERS TOTALING \$100.00 OR MORE SHALL BE DELIVERED FOB; DESTINATION(VENDOR SHALL PAY ALL SHIPPING CHARGES) THIS CONTRACT IS MANDATORY FOR ALL ORDERS OF THESE PRODUCTS IN EXCESS OF \$100.00. FOR ALL ORDERS LESS THAN \$100.00 MAY BE PURCHASED THROUGH THIS CONTRACT (AND AGENCY PAYING SHIPPING CHARGES), OR MAY BE PURCHASED FROM LOCAL SOURCE TO SAVE THE SHIPPING CHARGES. ALL SHIPPING COST WILL BE INVOICED AS A SEPARATE CHARGE WITH THE ORIGINAL FREIGHT BILL ATTACHED TO THE INVOICE.						
NOTE: STRINGING (ISSUING A SERIES OF REQUISITIONS TO CIRCUMVENT THIS LIMIT) IS A DIRECT VIOLATION OF PURCHASING POLICY.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

### Request for Quotation

RFQ NUMBER
LGLOVES11

PAGE
3

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

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

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

DATE PRINTED: 08/10/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------	---------------	----------	--------	---------------

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	<p>REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT,</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

### Request for Quotation

RFQ NUMBER
LGLOVES11

PAGE
4

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

VENDOR

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**  
 Gulf South Medical Supply Inc  
 4345 Southpoint Blvd  
 Jacksonville, Fl 32216

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
08/10/2011				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER
LGLOVES11

PAGE
5

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

VENDOR	RFQ COPY TYPE NAME/ADDRESS HERE Gulf South Medical Supply 4345 Southpoint Blvd Jacksonville, Fl 32216	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
08/10/2011				

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

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

**Request for  
 Quotation**

RFQ NUMBER
LGLOVES11

PAGE
6

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

VENDOR
RFQ COPY TYPE NAME/ADDRESS HERE Gulf South Medical Supply Inc 4345 Southpoint Blvd Jacksonville, Fl 32216
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
08/10/2011				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	RFQ. NO.:				LGLOVES10	
	BID OPENING DATE:				09/07/2011	
	BID OPENING TIME:				1:30 PM	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 904-332-3430 ----- lcordes@gsms.com -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- Lori Cordes, Sr Contracts Mgr -----						
***** THIS IS THE END OF RFQ LGLOVES11 ***** TOTAL:						<u>251,690.10</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

## LGLOVES11 SPECIFICATIONS

### **SPECIAL CONDITIONS:**

**Samples:** Samples of items bid shall be received in individually marked packages for examination and testing upon request and should be submitted with your bid. The State of West Virginia reserves the right to perform inspections and tests that are deemed necessary to assure that commodities conform to the prescribed requirements. Random samples may be selected from delivered commodities in order to assure compliance with these specifications. Failure to supply samples can result in bid disqualification.

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

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

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

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

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

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



## LGLOVES11 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.

LGLOVES11  
Vendor Pricing Page

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.	PRICING / 100	Est. Quantity Per Boxes /100	Unit Price	Extended Price
Small	SELECT	802630	100/BX	15	2.81	42.15	
Medium	SELECT	802631	100/BX	33	2.81	92.73	
Large	SELECT	802632	100/BX	27	2.81	75.87	
Xlarge		N/A		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.	PRICING / 100	Est. Quantity Per Boxes /100	Unit Price	Extended Price
Small	SELECT	802633	100/BX	630	2.81	1770.30	
Medium	SELECT	802634	100/BX	3120	2.81	8767.20	
Large	SELECT	802635	100/BX	2670	2.81	7502.70	
Xlarge	SELECT	802636	100/BX	6705	2.81	18,841.05	

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.	PRICING / 100	Est. Quantity Per Boxes /100	Unit Price	Extended Price
Small	SELECT	808955	100/BX	816	5.28	4308.48	
Medium	SELECT	808956	100/BX	5145	5.28	27,165.60	
Large	SELECT	808957	100/BX	8511	5.28	44,938.08	
Xlarge	SELECT	808958	100/BX	6738	5.28	35,576.64	

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.	PRICING / 100	Est. Quantity Per Boxes /100	Unit Price	Extended Price
Small	Shamrock	839788	100/BX	735	5.15	3785.25	
Medium	Shamrock	839789	100/bx	1890	5.15	9733.50	
Large	Shamrock	839794	100/bx	2019	5.15	10,397.85	
Xlarge	Shamrock	855189	100/bx	888	5.15	4573.20	

V. NITRILE EXAMINATION GLOVES (POWDER FREE, TEXTURE GRIP):  
Non-sterile, .13 mm minimum thickness, seamless, beaded cuff, ambidextrous, 100/box. 50/BX

BRAND:		ITEM NO. & SIZE	CATALOG NO.	PRICING / 100	Est. Quantity Per Boxes /100	Unit Price	Extended Price
Small	KCC		844985	50/bx	20	9.02	180.40
Medium	KCC		839572	50/BX	20	9.02	180.40
Large	KCC		839571	50/BX	1653	9.02	14910.06
Xlarge	KCC		851489	50/BX	100	9.02	902.00

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

BRAND:		ITEM NO. & SIZE	CATALOG NO.	PRICING / 100	Est. Quantity Per Boxes /100	Unit Price	Extended Price
Small	SELECT		843751	100/BX	1920	4.68	8985.60
Medium	SELECT		843752	100/BX	4851	4.68	22,702.68
Large	SELECT		843754	100/BX	3126	4.68	14629.68
Xlarge	SELECT		843753	100/BX	2313	4.68	10,824.84

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

BRAND:		ITEM NO. & SIZE	CATALOG NO.	PRICING / 100	Est. Quantity Per Boxes /100	Unit Price	Extended Price
Medium	cellucap		858090	100/sl	20	6.28	125.60
Large	cellucap		858775	100/sl	108	6.28	678.24

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

251,690.10

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

RFQ NUMBER
LGLOVES11

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**VENDOR**

Gulf South Medical Supply Inc  
 4345 Southpoint Blvd  
 Jacksonville, Fl 32216

**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 .....XXXXX.....						
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
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.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).



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  
 2

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

VENDOR

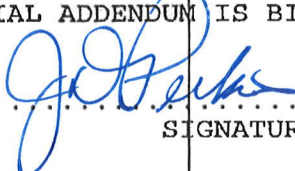
RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Gulf South Medical Supply Inc  
 4345 Southpoint Blvd  
 Jacksonville, FL 32216

SHIP TO

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

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

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.            VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">             .....            SIGNATURE            .Gulf.South.Medical.Supply.Inc            COMPANY            .....9/7/2011.....            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p style="text-align: center;">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

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER
LGLOVES11

PAGE
3

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

Gulf South Medical Supply Inc

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
***** THIS IS THE END OF RFQ LGLOVES11 ***** TOTAL:						251,690.10

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

## 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 filing 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.





GSMS #	GSMS ITEM #	MFR NAME	Manuf #	DESC1	DESC2	UOM	Volume	Sell Price for LGLOVES11
802630	6359	SELECT MEDICAL	6359	GLOVE EXAM VNL SM	100/BX 10BX/CS CORNSTARCH	BX	15	\$ 2.81
802631	6360	SELECT MEDICAL	6360	GLOVE EXAM VNL MED	100/BX 10BX/CS CORNSTARCH	BX	33	\$ 2.81
802632	6361	SELECT MEDICAL	6361	GLOVE EXAM VNL LG	100/BX 10BX/CS CORNSTARCH	BX	27	\$ 2.81
802633	6369	SELECT MEDICAL	6369	GLOVE EXAM VNL SM PF	100/BX 10BX/CS	BX	630	\$ 2.81
802634	6370	SELECT MEDICAL	6370	GLOVE EXAM VNL MED PF	100/BX 10BX/CS	BX	3120	\$ 2.81
802635	6371	SELECT MEDICAL	6371	GLOVE EXAM VNL LG PF	100/BX 10BX/CS	BX	2670	\$ 2.81
802636	6372	SELECT MEDICAL	6372	GLOVE EXAM VNL XL PF	100/BX 10BX/CS	BX	6705	\$ 2.81
808955	22401	SELECT MEDICAL	070	GLOVE EXAM LTX SM PF	100/bx 10bx/cs	BX	816	\$ 5.28
808956	22402	SELECT MEDICAL	071	GLOVE EXAM LTX MED PF	100/bx 10bx/cs	BX	5145	\$ 5.28
808957	22403	SELECT MEDICAL	072	GLOVE EXAM LTX LG PF	100/bx 10bx/cs	BX	8511	\$ 5.28
808958	22404	SELECT MEDICAL	073	GLOVE EXAM LTX XL PF	100/bx 10bx/cs	BX	6738	\$ 5.28
843751	90600	SELECT MEDICAL	906	GLOVE EXAM NITRILE SM PF	100/BX 10BX/CS	BX	1920	\$ 4.68
843752	90700	SELECT MEDICAL	907	GLOVE EXAM NITRILE MED PF	100/BX 10BX/CS	BX	4851	\$ 4.68
843753	90900	SELECT MEDICAL	909	GLOVE EXAM NITRILE XL PF	100/BX 10BX/CS	BX	3126	\$ 4.68
843754	900810	SELECT MEDICAL	908	GLOVE EXAM NITRILE LG PF	100/BX 10BX/CS	BX	2313	\$ 4.68
839571	7432	Kimberly-Clark Corp	50603	GLOVE EXAM NITRILE LG PF TEX	50/BX 10BX/CS SAFESKIN PURP	BX	20	\$ 9.02
839572	7433	Kimberly-Clark Corp	50602	GLOVE EXAM NITRILE MED PF	50/BX 10BX/CS SAFESKIN PURP	BX	20	\$ 9.02
851489	132461	Kimberly-Clark Corp	50604	GLOVE EXAM NITRILE XL PF TEX	50/BX 10BX/CS SAFESKIN PURP	BX	1653	\$ 9.02
844985	150601	Kimberly-Clark Corp	50601	GLOVE EXAM NITRILE SM PF TEX	50/BX 10BX/CS SAFESKIN PURPLE	BX	100	\$ 9.02
839788	8934	SHAMROCK MFG CO INC	10111	GLOVE EXAM LTX SM PF TEX	100/BX 10BX/CS	BX	735	\$ 5.15
839789	8935	SHAMROCK MFG CO INC	10112	GLOVE EXAM LTX MED PF TEX	100/BX 10BX/CS	BX	1890	\$ 5.15
839794	8936	SHAMROCK MFG CO INC	10113	GLOVE EXAM LTX LG PF TEX	100/BX 10BX/CS	BX	2019	\$ 5.15
855189	910114	SHAMROCK MFG CO INC	10114	GLOVE EXAM LTX XL PF TEX	100/BX 10BX/CS	BX	888	\$ 5.15
858090	33711	CELLUCAP	PG5LD	GLOVE POLY EMBOSS LG	100/SL 10SL/BX 10BX/CS	BX	20	\$ 6.28
858775	200989	CELLUCAP	PG5MDM	GLOVE POLY EMBOSS MED	100/BX 10BX/CS	BX	108	\$ 6.28

**Response to Bid No. LGLOVES11  
Open-End Statewide Contract to Supply Exam Gloves  
To various Agencies and Political Subdivisions**

---

State of West Virginia  
Department of Administration  
Purchasing Division  
Building 15  
2019 Washington Street, East  
Charleston, WV 25305-0130

Wednesday, September 7, 2011 @ 1:30P.M.



## **Company Background & History**

When you build a relationship with Gulf South Medical Supply you are building more than a relationship, you are building a partnership! Gulf South is guided by the unique philosophy that a medical supplier should be more than a source for supplies. We are a consultant and a partner that you can count on to bring you the solutions that reduce your overall costs and drive efficiencies. Gulf South is focused on providing you with the best products for your specific needs. We have proven ourselves as the market leader by offering our customer/partner with the most extensive service offering available. Let Gulf South be your partner.

### **Gulf South Medical Supply, Inc. (GSMS)**

GSMS is part of the PSS World Medical family, a publicly traded company. Gulf South has been in business for over 25 years as a distributor of medical supplies and equipment as well as housekeeping supplies, to serve the long term care market. Gulf South has 12 distribution centers across the United States with over 850,000 square feet of warehouse space holding more than \$30 million of inventory. GSMS processes over 75,000 orders per month, and can coordinate delivery on our own trucks - most deliveries are made within one day!

Gulf South has extensive experience supplying products and services to City, County, State & Federal government agencies around the country. They are a GSA contract holder servicing Federal Government Agencies (Veteran's Homes & Facilities, VA Central Pharmacies, US Military Branches and Federal Bureau of Prisons). In the City and County markets, Gulf South has over 300 current government contracts for medical related equipment & supplies.

### **Parent Company**

PSS World Medical, Inc., a Florida corporation (the "Company", "PSS World Medical", or "PSS"), is a specialty marketer and distributor of medical products and equipment to physicians, long-term care providers, home care providers, and other alternate site healthcare providers in all 50 states. Since its inception in 1983, the Company, through strategic acquisitions and internal growth, has become a leader in the two primary market segments it serves in the alternate site healthcare marketplace. The Company's strategic advantages include a focused and differentiated approach to customer service, a consultative sales force, unique arrangements with product manufacturers, innovative systems, and a culture of performance.

### **Financial Information**

Even with today's financial challenges, we as a company have remained strong. The combination of the right business strategies and excellent execution by everyone on our team resulted in a solid standout year. These strategies – reaching new customers, strengthening existing customers, expanding margins with a high-quality and cost-effective product offering, and adopting a LEAN way of life in our operations – will continue to be our focus going into fiscal year 2011.

The Company's balance sheet has never been stronger. Our return on capital reached record highs this past fiscal year. We have more than adequate resources to both execute our business initiatives and take advantage of new opportunities.

## **Customer Service**

**The Gulf South Guarantee** is one you can count on! At Gulf South every decision is made with only the customer in mind. Gulf South's goal is to make each transaction with you a no-hassle experience. Gulf South's people will strive in every endeavor to make sure that our relationship is built on honesty, integrity, service and quality. Our mission is to provide you with consistent and superior customer satisfaction. We intend to do this by providing professional, accurate, and timely deliveries to the location of your request. At the time of delivery, please thoroughly inspect your shipment for any occurrences of defect, inaccuracy, concealed damage, or shortage.

Who you need, when you need them – Gulf South's Account Management Team not only provides you with access to an assigned representative of Gulf South in your area, but also a tenured customer service team in our call center (with extended hours) and a dedicated toll-free line. Your customer care team will provide you with fast, convenient and cost effective resources.

Gulf South guarantees easy and efficient product ordering by Commonwealth of KY Facilities. The process is simple once an account is set up by our customer support team. Orders may be placed in a number of ways:

- Gulf South secure website, MyGulfSouth.com, (available 24/7) with unique login and password (training will be provided not only on ordering, but also on accessing important reports and order tracking/delivery verification)
- Calling a Toll Free number to the dedicated assigned customer service team with extended hours

The customer is able to choose how they wish to receive order confirmations: either via email or fax. If there is an expected delay in order fulfillment, the customer will be told immediately if the order was called in, or contacted immediately to discuss options.

## **Experience of Assigned Account Management Team**

With all of our government contracts, Gulf South Medical Supply is responsible for following the rules and regulations of each individual city, county, state or federal government agency. This is managed by assigning local Gulf South Sales Executives throughout the state of Kentucky and a Government Contracts Administrator who works with each customer as a liaison between the various Corporate Departments.

## **In-Servicing & Product Education**

Gulf South has extensive knowledge of the products needed to serve the Commonwealth of KY needs. Gulf South has been providing medical and related products to facilities for over twenty-five years. We are active partners and make recommendations to facilities on appropriate product usage and education. Gulf South will provide education, support, and guidance directly and through our manufacturing partners. Product descriptions and recommended use information is available. Additional on-site product specific educational in-services/training sessions are available and can be scheduled upon request.

### In-Service Program

Gulf South partners with our manufacturing reps and is committed to educational support of our business partners. Product education support will be conducted with the direct interaction of our dedicated and professionally trained account representatives. These individuals will provide on-going support as required.

- Personal In-Service Program - an account representative will meet with your staff upon request to ensure the proper use of products.
- “Train the Trainer” Program - we can support this program to assist where needed. This program develops local, internal trainers who will help in the training of staff on proper utilization of the proposed products.

This educational program is designed to take the customer and/or caregiver through a process that will help them assess the specific needs of the resident/patient and develop a care plan to meet the physical, mental and emotional challenges they endure.

### Item Substitution Policy

It is Gulf South’s policy to only ship the exact product that a customer has ordered and, regardless of circumstance, we will not intentionally ship substitute items without the customers’ informed consent. In the normal course of business, manufacturing issues and demand spikes can cause long term shortages of critical items. In these cases, Gulf South will attempt to identify and procure a like item as a temporary substitution. These items will be presented to the customer who will determine the acceptability of the substitution based on any functional or price differences. If approved, open orders for the original item will be fulfilled with the substitution until adequate supply of the original item is available or until the customer deems appropriate. For our Brands, in order to maintain an uninterrupted supply in the event of a significant shortage, we reserve the right to substitute items of equal or greater value and equivalent or better functionality at no additional cost to the customer.

### Return Policy-

Our mission is to provide you with consistent and superior customer satisfaction. We intend to do this by providing professional, accurate, and timely deliveries to the location of your request.

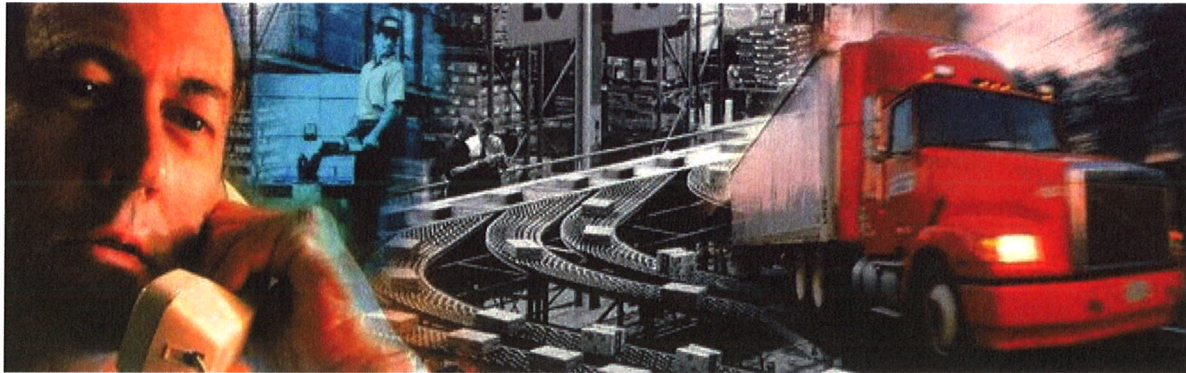
In the event that an item does need to be returned we would simply request your assistance with the following:

- Obtain a Return Authorization Number by calling our Customer Care Center at 800-347-2456
- Make sure products are in a resalable condition and dated at least 6 months prior to expiration
- Freight and shipping charges will only apply if a return is not due to a Gulf South error
- Beware, some special order items are not available for return

## Claims Policy-

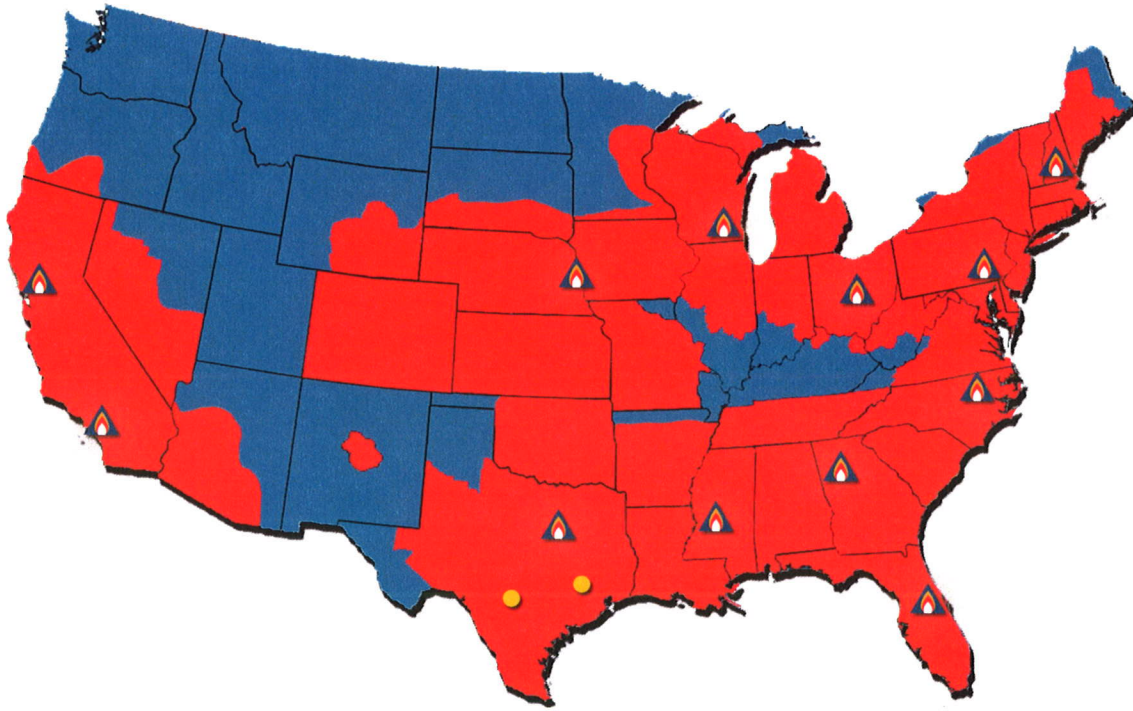
In the event that something seems to be damaged or missing from your order we ask that you contact our customer care center within 5 days of receipt at 800-347-2456. We will assure that any errors are corrected in a timely manner.

## Distribution



Gulf South Medical Supply, Inc. assures accurate and timely order delivery and efficient returns processing to all of our customers. Products will routinely be shipped from Gulf South's warehouse/distribution center located in OHIO . Normal delivery time is 1-2 business days from receipt of order. Gulf South is able to schedule routine deliveries at the request of facilities/customers. This option allows product to be delivered to your location by Gulf South's own trucks either on a weekly, bi-weekly or monthly basis. Our fleet of delivery trucks currently delivers medical supplies to over 30,000 residents in nursing homes and assisted living facilities each week. The 15,000 square foot distribution center in Ohio has been operational since 1998. An average of \$7.5 million in inventory is stocked for the roughly 16,000 orders processed every month.

As was experienced in the past with multiple disasters, one alternate emergency location may not be enough. Gulf South has several of our own facilities as back-up shipping sites in case of an emergency, disaster or other circumstance that might potentially cause delays in the delivery of needed supplies. Products will be shipped either on Gulf South's own trucks or via UPS. Those facilities are identified below:



- Red Zones – Next Day Delivery
- Blue Zones – Two Day Delivery

Products will be shipped either on Gulf South's own trucks or via UPS.

### **Value Added Services & Technology**



## **Ordering/Reporting**

Through our internet based online customer ordering and information system, MyGS Online, you have the tools you need, when you need them.

Benefits include:

- Place Orders From Any Remote Site
- Check Product Pricing and Availability
- Check Order Status
- Online Ordering with “Real Time” UPS Tracking through our electronic system.

## **Employment Screening and Hiring Process**

Nondiscrimination and diversity are foundation principles in our Company. It is company policy to hire and promote the best qualified candidate measured against the requirements of the job, and to provide equal employment and advancement opportunity for all individuals without discrimination because of race, creed, color, gender, religion, age, national origin, disability, veteran, marital status or any other protected status.

The Company also makes reasonable accommodations for disabled employees if informed of the need for accommodation. Employees who would like to be considered for accommodation assistance should contact the Sr. Director of Human Resources. Information obtained concerning individuals requesting accommodations is kept confidential, except that leaders and managers may be informed regarding restrictions on the work duties of disabled individuals, and information regarding necessary accommodation.

This policy applies to all areas of employment, including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs.

### **Drug Testing and Background Checks**

The Company has a Drug-Free Workplace Policy which strictly prohibits the use or possession of controlled substances or alcohol in the workplace. All employment offers are extended contingent upon the candidate’s ability to successfully pass a criminal background check and drug test.

### **Standard Training Requirements**

Upon hire, all employees are required to successfully complete the following online training courses: new employee orientation, the code of ethics, hazard communication, and maintaining a respectful workplace (includes sexual harassment prevention training). Additional specialized training may be required based upon the position.



## **Equal Employment Opportunity**

Nondiscrimination and diversity are foundation principles in our Company. It is company policy to hire and promote the best qualified candidate measured against the requirements of the job, and to provide equal employment and advancement opportunity for all individuals without discrimination because of race, creed, color, gender, religion, age, national origin, disability, veteran, marital status or any other protected status.

The Company also makes reasonable accommodations for disabled employees if informed of the need for accommodation. Employees who would like to be considered for accommodation assistance should state in writing whether they have a mental or physical impairment that substantially limits one or more life activities, or have a record of such impairment, or have been regarded as having such an impairment. Employees should state and describe if there are any positions or types of positions for which they should not be considered, or job duties that they cannot perform because of physical or mental disabilities. Such description should include what accommodation, if any, the Company could possibly make to enable proper and safe job performance.

Information obtained concerning individuals requesting accommodations is kept confidential, except that leaders and managers may be informed regarding restrictions on the work duties of disabled individuals, and information regarding necessary accommodation.

This policy applies to all areas of employment, including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs.

### **I. Affirmative Action Policy Statement**

It is the policy of PSS World Medical, Inc. to provide employment, training, compensation levels, transfer, or promotion opportunities and all other aspects of employment without regard to gender, race, color, religion, national origin, age, disability, veteran status or any other protected status.

When hiring or promotion activity occurs, we will take affirmative action to seek out qualified applicants. At PSS World Medical, Inc., all terms and conditions of employment are and will continue to be established on the basis of individual qualifications and ability to perform the job.

Ann Christante, Director of Human Resources, is designated the Equal Employment Opportunity Officer of the company and is responsible for communicating and implementing this policy. PSS World Medical, Inc.'s Affirmative Action policies are available for review by all employees. If you have any questions, please feel free to contact Cindi Stone in Human Resources.

## **DRUG-FREE WORKPLACE POLICY**

In order to provide quality service and products for our customers and to ensure a safe drug-free workplace for our employees, it is Company policy to strictly prohibit the manufacture, distribution, dispensation, possession or use of illegal drugs, non-prescribed controlled substances, or alcohol in our workplace, on Company business or while operating a Company or leased vehicle. An employee who abuses drugs or alcohol creates a risk not only to the safety, security, and health of him or herself, but to the ability of the Company to provide quality services for our customers. The Company is committed to preventing drug and alcohol abuse in our workplace.

Use of illegal drugs, controlled substances, or alcohol results in the presence of substances in the body, which can lower a person's productivity, affect coordination, and slow reflexes. The use of unlawful drugs or controlled substances, including marijuana, can leave those substances in your body for as long as two or three days and in some cases ten days or longer. Employees at work with such substances in their system not only present a danger to our workplace and violate state and federal laws, but are also in violation of Company policy. Employees who violate this policy may be subject to termination. Employees at work under the influence of alcoholic beverages may be subject to termination.

To provide for a safer and more productive work environment, the Company may require as a condition of continued employment that an employee undergo laboratory testing to detect illegal drug or alcohol use. In order to detect the use of these substances, an employee may be directed to submit to urinalysis drug testing, a blood test or a breath scan. Any applicant who refuses to submit to the pre-employment drug test shall be ineligible for hire and any offer of hire is conditioned upon satisfactory drug test results. Employees who refuse to be tested or who test positive for the illegal use of drugs or the use of alcohol will be subject to discipline, up to and including termination of employment. Any illegal drugs found on the Company's property will be turned over to appropriate law enforcement authorities. An employee who causes an accident or injury on the job who refuses a drug test or whose test is confirmed positive will forfeit all workers' compensation medical and indemnity benefits and is subject to termination unless the employee can prove that the drugs did not contribute to the accident.

Employees who voluntarily come forward to admit a drug or alcohol problem before being asked to be tested will be given one opportunity to undergo rehabilitative treatment. Such an employee is responsible to successfully complete at his/her own expense such a Rehabilitative Treatment Program and must agree to comply with the requirements of a Relapse Prevention Program as well as follow-up drug testing prior to returning to work on a probationary basis. Refusal to submit to the Relapse Prevention Program or to follow all of the Rehabilitative Treatment Program's recommendations will result in immediate termination. If the employee works in a safety sensitive area or operates company vehicles or equipment, the employee may not be allowed to report to work during rehabilitation which will be determined by the company.



**Vendor Financial Contact Information**

DISTRIBUTOR NAME: Gulf South Medical Supply, Inc.  
*A PSS World Medical Company*

CORPORATE ADDRESS: 4345 Southpoint Boulevard  
Jacksonville, Florida 32216

CORPORATE PHONE: 904-332-3000

DATE OF INCORPORATION: April 27, 1983  
NUMBER YEARS IN BUSINESS: 27

DISTRIBUTOR FEDERAL ID#: 64-0831411  
DISTRIBUTOR DUN: 032661126

BANK REFERENCE: Bank of America  
715 Peachtree Street  
Atlanta, Georgia 30308

BANK CONTACT NAME: Cordie Whiting  
BANK CONTACT NUMBER: 888-841-8159  
ACCOUNT NUMBER: 3752144224

ACCOUNTS PAYABLE: Velma Pearson – 904-332-3134  
PAY TO ADDRESS: 4345 Southpoint Boulevard  
Jacksonville, Florida 32216

Gulf South also has the capabilities of accepting credit card and electronic payments.

**PRIVATE LABEL GLOVE SPECS**

	LATEX POWDERED	LATEX POWDER FREE	VINYL POWDERED	VINYL POWDER FREE
<b>Material</b>	Natural Rubber 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.	Polyvinyl Chloride and compounding materials safe for use in medical gloves. Powdered with absorbable dusting powder
<b>Glove Design</b>	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
<b>Packaging</b>	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
<b>Minimum Thickness(Single Thickness)</b>	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)
<b>Minimum Length</b>	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
<b>Minimum Width at Palm</b>	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
<b>Tensile Strength</b>	Unaged 21(Mpa) Aged 16(Mpa)	Unaged 14(Mpa) Aged 21(Mpa)	Unaged 10(Mpa) Aged 10(Mpa)	Unaged 10(Mpa) Aged 10(Mpa)
<b>Elongation</b>	Unaged 700% Aged 500%	Unaged 700% Aged 500%	Unaged 400% Aged 400%	Unaged 400% Aged 400%
<b>Residual Protein Content ASTM D3578 &amp; D5712 Standard</b>	Protein Less than 200 ug/gram of glove	Protein Less than 50 ug/gram of glove	Contains no Natural Rubber Latex	Contains no Natural Rubber Latex
<b>Powder Content</b>	<100mg total powder per glove	Powder Free. <2mg total powder per glove	<100mg total powder per glove	Powder Free. <2mg total powder per glove
<b>AQL for Pinholes ASTM D5151 Standard</b>	1.5	1.5	1.5	1.5
	22385, 22390, 22400, 22405, 22410	22399, 22401, 22402, 22403, 22404	6359, 6360, 6361	6369, 6370, 6371, 6372

## EXHIBIT A

### PSS World Medical Select Medical Vinyl Glove – Product Specifications Reference Standard ASTM D 5250-06

	<b>VINYL POWDERED</b>	<b>VINYL POWDER FREE</b>
<b>Material</b>	Poly(vinyl chloride) polymer and compounding materials safe for use in medical gloves. Powdered with USP absorbable dusting powder. Talc free.	Poly(vinyl chloride) polymer and compounding materials safe for use in medical gloves. Talc free.
<b>Packaging</b>	100 gloves per box, 10 boxes per case	100 gloves per box, 10 boxes per case
<b>Thickness(Single Wall) ASTM D412</b>	Finger Tip: 0.05 mm min. Palm: 0.08 mm min.	Finger Tip: 0.05 mm min. Palm: 0.08 mm min.
<b>Minimum Length</b>	230 mm min. for all sizes	230 mm min. for all sizes
<b>Minimum Width at Palm</b>	Small 85 mm ± 5 Medium 95 mm ± 5 Large 105 mm ± 5 X-Large 115 mm ± 5	Small 85 mm ± 5 Medium 95 mm ± 5 Large 105 mm ± 5 X-Large 115 mm ± 5
<b>Tensile Strength ASTM D412 and D573</b>	Before and after aging 9 MPa min.	Before and after aging 9 MPa min.
<b>Elongation ASTM D412 and D573</b>	Before and after aging Ultimate 300% min.	Before and after aging Ultimate 300% min.
<b>Powder Content ASTM D6124</b>	Not to exceed 10 mg/dm <sup>2</sup>	Powder Free, <2 mg total powder per glove
<b>AQL for Pinholes ASTM D5151 Standard</b>	AQL 2.5 As per ASTM D3578	AQL 2.5 As per ASTM D3578

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

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



# Latex Powder Free Exam Gloves



- Natural Rubber Latex and compounding materials safe for use in medical gloves.
- Ambidextrous, textured with beaded cuff. 9.5 inch length
- Protein Less than 50 ug/gram of glove
- Powder Free, <2mg total powder per glove
- 100 gloves per box, 10 boxes per case. Dispenser Box

Order #	Description	Case Quantity
808953	X-tra Small Latex Powder Free	100/bx – 10 bx/cs (1,000)
808955	Small Latex Powder Free	100/bx – 10 bx/cs (1,000)
808956	Medium Latex Powder Free	100/bx – 10 bx/cs (1,000)
808957	Large Latex Powder Free	100/bx – 10 bx/cs (1,000)
808958	X-tra Large Latex Powder Free	100/bx – 10 bx/cs (1,000)

# Latex Examination Gloves

## Powder - Free Textured 10000 Series



The 10000 Series latex exam gloves provide exceptional comfort and premium quality for the experienced professionals.

Our most popular powder-free, textured medical examination glove, the 10000 Series glove stands alone.

The 10000 Series is tough and dependable, yet provides exceptional comfort.

### Feature & Benefits

- ✿ Provides an exceptional blend between performance, comfort, and dependability.
- ✿ Fingertip textured for secure grip in wet and dry conditions.
- ✿ Powder - Free
- ✿ Premium, low modulus natural rubber latex glove for a precise fit, comfort and reduced hand fatigue.

### Glove Specifications

#### ✿ Product Numbers

Item#	Size	Length	Inches	Palm Width
10110	X-Small	240mm	9 1/2	70 +/-5mm
10111	Small	240mm	9 1/2	80 +/-5mm
10112	Medium	240mm	9 1/2	95 +/-5mm
10113	Large	240mm	9 1/2	111 +/-5mm
10114	X-Large	240mm	9 1/2	114 +/-5mm

#### ✿ Mil Thickness

All Sizes	Finger	Palm	Cuff
	6.0 mil	5.0 mil	4.0 mil

#### ✿ Tensile Properties

	Before Aging	After Aging
Tensile Strength Mpa (minimum)	18	14
Ultimate Elongation % (minimum)	650	500

#### ✿ Performance Requirements - AQL

Item	Related Deffects	Inspection Level	AQL Level
Visible Defects	Stains, Lumps, holes, etc.	S-4	2.5
Water Test	Holes	S-4	1.5
Dimensions	Width, Length, Thickness	S-4	4.0
Physical Properties	Before and After Aging	S-2	4.0

#### ✿ Specifications

Sterility:	Non-Sterile
Intended Use:	Medical
Basic Material:	Natural Rubber Latex
FDA Status:	Class 1, Medical Device

#### ✿ Packaging

Quantity:	10 boxes/ case
	100 gloves/ box (by weight)





State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Gulf South Medical Supply Signed: [Signature]
Date: 9/6/2011 Title: Director Government Sales

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed 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.

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Gulf South Medical Supply Inc

Authorized Signature: [Signature] Date: 9/6/2011

State of Florida

County of Duval, to-wit:

Taken, subscribed, and sworn to before me this 6 day of Sept, 2011

My Commission expires 9/7/2012, 20  .

**AFFIX SEAL HERE**

NOTARY PUBLIC [Signature]

