

Request for Quotation

LGLOVES11

PAGE 1

BUYER 42
304-558-8802

RFQ COPY
TYPE NAME/ADDRESS HERE
Bound Tree Medical LLC
5000 Tuttle Crossing
Dublin OH 43016

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SIGNATURE Cath	. 7.				TELEPHONE (800) 53:	3_0523	DATE	eptember 6, 2011
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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 and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

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



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PAGE 2

ADDRESS CORRESPONDENCE TO ATTENTION OF:	
BUYER 42	
304-559-9902	

RFQ COPY TYPE NAME/ADDRESS HERE Bound Tree Medical LLC 5000 Tuttle Crossing Dublin OH 43016

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Request for Quotation

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LGLOVES11 SPECIFICATIONS

SPECIAL CONDITIONS:

<u>Samples:</u> 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:

<u>LATEX</u> 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.

<u>NITRILE</u> 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.

I. VINYL EXAMINATION GLOVES (POWDERED):

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

BRAND: Digitcare DermaLux	aLux			Est Quantity	Unit	Extended
	ITEM NO. & SIZE	CATALOG NO.	PRICING / 100	Per Boxes /100	Price	Price
Small	DFLX-1 Small	DFLX-1 Small 265-DFLX-1BX	\$3.75	15	\$3.75 box	\$56.25
Medium	DFLX-2 Medium 265-DFLX-2BX	265-DFLX-2BX	\$3.75	33	\$3.75 box	\$123.75
Large	DFLX-3 Large 265-DFLX-3BX	265-DFLX-3BX	\$3.75	27	\$3.75 box	\$101.25
Xlarge	DFLX-4 X-Large 265-DFLX-4BX	265-DFLX-4BX	\$3.75	20	\$3.75 box	\$75.00

II. VINYL EXAMINATION GLOVES (POWDER FREE):

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

BRAND: Digitcare Dermal ux	BRAND: Digitcare Dermal ux			Est Quantity	Unit	Extended
	ITEM NO. & SIZE	CATALOG NO.	PRICING / 100	Per Boxes /100	Price	Price
Small	DFLX-1 Small	265-DFLX-1BX	\$3.75	630	\$3.75 box	\$56.25
Medium	DFLX-2 Medium 265-DFLX-2BX	265-DFLX-2BX	\$3.75	3120	\$3.75 box	\$123.75
Large	DFLX-3 Large	265-DFLX-3BX	\$3.75	2670	\$3.75 box	\$101.25
Xlarge	DFLX-4 X-Large 265-DFLX-4BX	265-DFLX-4BX	\$3.75	6705	\$3.75 box	\$75.00

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

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

BRAND: Digitcare Digitfree	itfree			Est Quantity	Unit	Extended
	ITEM NO. & SIZE	CATALOG NO.	PRICING / 100	Per Boxes /100	Price	Price
Small	DF-1 Small	29201F	\$7.25 box	816	\$7.25 box	\$5,916.00
Medium	DF-2 Medium	29202F	\$7.25 box	5145	\$7.25 box	\$37,301.25
Large	DF-3 Large	29203F	\$7.25 box	8511	\$7.25 box	\$61, 704.75
Xlarge	DF-4 X-Large	265-DF-4BX	\$7.25 box	6738	\$7.25 box	\$48,850.50
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IV. LATEX EXAMINATION GLOVES (POWDER FREE, TEXTURE GRIP):

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

Xlarge	Large	Medium	Small		BRAND:
				ITEM NO. & SIZE	
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888	2019	1890	735	Per Boxes /100	Est Quantity
No Bid	No Bid	No Bid	No Bid	Price	Unit
No Bid	No Bid	No Bid	No Bid	Price	Extended

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

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

BRAND: Digitcare Optigrip Plus	p Plus			Est. Quantity	Unit	Extended
1	ITEM NO. & SIZE	CATALOG NO.	PRICING / 100	Per Boxes /100	Price	Price
Small	DFO-1 Small	2901S	\$7.25 box	20	\$7.25 box	\$145.00
Medium	DFO-2 Medium	2902M	\$7.25 box	20	\$7.25 box	\$145.00
Large	DFO-3 Large	2903L	\$7.25 box	1653	\$7.25 box	\$11,984.25
Xlarge	DFO-4 X-Large	2904XL	\$7.25 box	100	\$7.25 box	\$725.00

VI. NITRILE EXAMINATION GLOVE (POWDER FREE):

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

	FL9-3 Large 29L93 \$7.88 box	Medium FL9-2 Medium 29L92 \$7.88 box	Small FL9-1 Small 29L91 \$7.88 box	ITEM NO. & SIZE CATALOG NO.	BRAND: Digitcare Frontline
291.94	29L93	29L92	29L91	CATALOG	
\$7.88 box	\$7.88 box	\$7.88 box	\$7.88 box	NO. PRICING / 100	
2313	3126	4851	1920	Per Boxes /100	Est Quantity
\$7.88 box	\$7.88 box	\$7.88 box	\$7.88 box	Price	Unit
\$18,226.44	\$24,632.88	\$38,225.88	\$15,129.60	Price	Extended

VII. POLYETHYLENE DISPOSABLE GLOVES:

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

ITEM NO. & SIZE CATALOG NO. PRICING / 100 Per Boxes / 100 Price 20 No Bid No Bid No Bid

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

\$263,699.05

GRAND TOTAL

sent from our Southavien MS Wavehouse for all gloves bid.





DermaLux PF™ Powder Free Vinyl Exam Gloves were developed to offer the following:

- 100% Powder Free
- · Clear color
- No risk of Type 1 Immediate Hypersensitivity allergic reaction to latex
- · Maximum Strength and quality
- · Excellent tactile sensitivity and comfort
- · Specially formulated for improved comfort
- · Exceeds ASTM D5250 requirements

DermaLux PFTM

DermaLux PF™ is an economical latex free alternative suitable for most medical and non-medical fields. DermaLux PF™ is a clear, smooth vinyl exam glove.

Ordering Information

Size	Catalog Number	Pack	aging
Small	DFLX-1	100 glove/box	10 boxes/case
Medium	DFLX-2	100 glove/box	10 boxes/case
Large	DFLX-3	100 glove/box	10 boxes/case
XLarge	DFLX-4	100 glove/box	10 boxes/case

Product Specifications

	ASTM D5250	DermaLux PF™
length (in)	9.05"	9.5"
cuff (mils)	N/A	5 mil
palm (mils)	3.15 mil	5.5 mil
finger (mils)	1.97 mil	5 mil
Tensile Strength		
Before aging (Mpa)	11	11
After aging (Mpa)	11	11
Elasticity/Elongation		
Before aging (%)	300%	350%
After aging (%)	300%	300%







DigitFree® Powder Free Latex Exam Gloves were developed to offer the following:

- 50 micrograms or less of total water extractable protein per gram
- · Natural rubber latex color
- · Ultra smooth surface for optimal touch and feel
- · Specially formulated for improved comfort
- Maximum strength while offering excellent tactile sensitivity

DigitFree®

DigitFree® is a smooth finished, powder free latex exam glove formulated to minimize hand irritations. DigitFree® is ideal for use by professionals in patient care environments, correctional facilities, police or anyone who needs optimal sensitivity. DigitFree® also allows for double gloving for extra protection and rapid response in trauma situations. DigitFree® also allows for double gloving for extra protection and rapid response in trauma situations.

Ordering Information

Product Specifications

Size	Catalog Number	Packa	nging
XSmall	DF-1x	100 gloves/box	10 boxes/case
Small	DF-1	100 gloves/box	10 boxes/case
Medium	DF-2	100 gloves/box	10 boxes/case
Large	DF-3	100 gloves/box	10 boxes/case
XLarge	DF-4	100 gloves/box	10 boxes/case

	ASTM D3578	DigitFree®
length (in)	9.05"	9.5"
cuff (mils)	N/A	5 mil
palm (mils)	3.15 mil	6 mil
finger (mils)	3.15 mil	7.5 mil
Tensile Strength		
Before aging (Mpa)	14	26
After aging (Mpa)	14	23
Elasticity/Elongation		
Before aging (%)	500%	760%
After aging (%)	400%	650%



Digitcare®



OptiGrip® Plus

OptiGrip® Plus Powder Free Latex Exam Gloves were developed to offer the following:

- 50 micrograms or less of total water extractable protein per gram
- · Natural rubber latex color
- · Fully Textured for improve grip
- · Specially formulated for improved comfort
- Polymer coated
- Exceeds ASTM D3578-95 Requirements
- Total Extractable protein below LEAP Assay detection limit
- Our Ease Off[™] No-Stick exterior surface prevents duct tape and even Veni-Gard[®] from sticking to the glove

OptiGrip® Plus is designed to offer enhanced grip with glassware or in fluid environments. OptiGrip® Plus sets the standard for gloves with First Responders, medical professionals and in many other fields.

Ordering Information

Product Specifications

Size	Catalog Number	Pack	aging
XSmall	DFO-1x	100 glove/box	10 boxes/case
Small	DFO-1	100 glove/box	10 boxes/case
Medium	DFO-2	100 glove/box	10 boxes/case
Large	DFO-3	100 glove/box	10 boxes/case
XLarge	DFO-4	100 glove/box	10 boxes/case

	ASTM D3578	OptiGrip Plus®
length (in)	9.05"	9.5"
cuff (mils)	N/A	6 mil
palm (mils)	3.15 mil	7 mil
finger (mils)	3.15 mil	8 mil
Tensile Strength		
Before aging (Mpa)	14	>14
After aging (Mpa)	14	>14
Elasticity/Elongation		
Before aging (%)	500%	650%
After aging (%)	400%	500%







Exam Gloves were developed to offer the following:

- Advanced non-latex nitrile polymer offers superior stretch and comfort
- · Blue color
- Fully Textured surface for improved grip in all conditions

FrontLine™ Powder Free Nitrile

- Puncture resistance as specified by NFPA 1999-2008 edition
- Passed ASTM Bacteriophage Test F1671 per NFPA 1999-2008 standard
- UL® certified NFPA 1999-2008 edition with an AQL of 0.65 exceeds industry standards
- Our Ease Off™ No-Stick exterior surface prevents duct tape and even Veni-Gard® from sticking to the glove

The FrontLine[™], powder-free nitrile exam glove was the first nitrile exam glove to become NFPA rated. FrontLine[™] was designed to meet the demands of First Responders, medical, clinical and industrial workers. FrontLine[™] is an effective barrier against blood borne pathogens.

Ordering information

Ordering Information Frontline 9.5

Size	Catalog Number	Packaging		
Small	FL9-1	100 glove/box	10 boxes/case	
Medium	FL9-2	100 glove/box	10 boxes/case	
Large	FL9-3	100 glove/box	10 boxes/case	
XLarge	FL9-4	100 glove/box	10 boxes/case	
XXLarge	FL9-5	90 glove/box	10 boxes/case	
XXXLarge	FL9-6	90 glove/box	10 boxes/case	

Ordering Information Frontline 12

Size	Catalog Number	Packaging	
Small	FL12-1	100 glove/box	10 boxes/case
Medium	FL12-2	100 glove/box	10 boxes/case
Large	FL12-3	100 glove/box	10 boxes/case
XLarge	FL12-4	100 glove/box	10 boxes/case
XXLarge	FL12-5	90 glove/box	10 boxes/case
XXXLarge	FL12-6	90 glove/box	10 boxes/case

Product Specifications

	ASTM D6319	NFPA 1999-2008	FrontLine**
length (in)	8.7"		12
cuff (mils)	N/A		4 mil
palm (mils)	1.9 mil		5 mil
finger (mils)	1.9 mil	- 1	6 mil
Tensile Strength			
Before aging (Mpa)	13.8	14	30.26
After aging (Mpa)	13.8	14	28.65
Elasticity/Elongation			
Before aging (%)	500%	500%	590%
After aging (%)	500%	400%	596%
Puncture Resistance		1.01 lbs	2.1 lbs



Digitcare Corporation, 2999 Overland Ave., Suite 209, Los Angeles, CA 90064 • 888.287.2990 • info@digitcare.net



Rev. 09/08

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.

Date:	Title:
Bidder:	Signed:
and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate is during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
authoriz the requ deemed	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
requirer against or dedu	inderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
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.
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,
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,
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,
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,
	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,
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
4	Application is made for 2.5% resident vendor preference for the reason checked:

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

RFQ No. LGLOVES11

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.

Vendor's Name: Bound Tree Medical LLC Authorized Signature: Other September 6, 2011 State of Ohio County of Franklin , to-wit: Taken, subscribed, and sworn to before me this many day of September 1, 2011. My Commission expires Open 24 , 2015.

AFFIX SEAL HERE

WITNESS THE FOLLOWING SIGNATURE

NOTARY PUBLIC Mehale M. Rost