

SEALED BID

Buyer: File 42

RFQ No.: LGLOVES12

Revised Bid

Bid Opening Date: 3/6/2012

Bid Opening Time: 1:30 PM

RECEIVED

2012 MAR -1 AM 9:23

SEALED BID

WV PURCHASING
DIVISION



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

Revised Bid

Request for Quotation

| |
|------------|
| RFQ NUMBER |
| LGLOVES12 |

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

DoD Contractors, org, LLC
322 Summers St. Ste B
Hinton, WV 25951
CO1105116

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 |
|--------------|---------------|----------|--------|---------------|
| 12/23/2011 | | | | |

BID OPENING DATE: **01/31/2012** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|---------------|---------------------|---------------------|
| 0001 | 1 | PK | | 998-67-01-021 | <i>\$280,085.49</i> | <i>\$280,085.49</i> |
| <p>GLOVES, EXAM, DISP. LATEX, NON-STERILE</p> <p>STATEWIDE CONTRACT</p> <p>PROVIDE EXAM GLOVES TO VARIOUS STATE AGENCIES SUCH AS HOSPITALS, REGIONAL JAILS, PRISONS AND POLITICAL SUBDIVISIONS, PER THE ATTACHED SPECIFICATIONS.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 01/11/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV</p> <p>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.</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-------------------------------|-------------------------------|-----------------------------------|
| SIGNATURE <i>William Ward</i> | TELEPHONE <i>304-300-2907</i> | DATE <i>2-28-12</i> |
| TITLE <i>Office Manager</i> | FEIN <i>26 047 1735</i> | 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.html 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
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Request for Quotation

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

| | | | | |
|------------------------------|---------------|--------------------------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 12/23/2011 | | | | |
| BID OPENING DATE: 01/31/2012 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| | | | | | | |
| <p>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 THE AGENCY SHALL PAY THE SHIPPING CHARGES. ALL SHIPPING COSTS WILL BE INVOICED AS A SEPARATE CHARGE WITH THE ORIGINAL FREIGHT BILL ATTACHED TO THE INVOICE.</p> <p>EXHIBIT 3</p> <p>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 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> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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| <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, 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</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| SIGNATURE | TELEPHONE | DATE |
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| <p>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> <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: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> | | | | | | |

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|--|----------|-----|----------|-------------|---------------------|---------------------|
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: | | | | | <i>304-300-2907</i> | |
| CONTACT PERSON (PLEASE PRINT CLEARLY): | | | | | | |
| <i>William Ward</i> | | | | | | |
| ***** THIS IS THE END OF RFQ LGLOVES12 ***** TOTAL: | | | | | | <i>\$280,085.49</i> |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-------------------------------|-------------------------------|-----------------------------------|
| SIGNATURE <i>William Ward</i> | TELEPHONE <i>304-300-2907</i> | DATE <i>2-28-12</i> |
| TITLE <i>Office Manager</i> | FEIN <i>26 047 1735</i> | ADDRESS CHANGES TO BE NOTED ABOVE |

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

**LGLOVES12
SPECIFICATIONS**

STANDARDS:

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

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

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

MATERIALS:

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

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

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

POLYETHYLENE gloves shall be compounded from virgin polyethylene.

DESIGN:

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

The cuff shall be beaded, where indicated.

GENERAL INFORMATION:

All quantities are approximations only.

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

Gloves must be equal to the minimum specifications or better.

SPECIAL CONDITIONS:

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

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 the agency shall pay shipping charges. All shipping costs 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.

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.

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LGLOVES12
Vendor Pricing Page

I. VINYL EXAMINATION GLOVES (POWDERED):

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

| BRAND: | | | | Est. Quantity | Unit Price per | Extended |
|---------------|---|--------------------|------------------------------|-----------------------|-----------------------|-----------------|
| | ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Small | PS6359 Select Medical Small | | | 15 | \$3.41 | \$51.15 |
| Medium | PS 6360 Select Medical Medium | | | 33 | \$3.41 | \$112.53 |
| Large | PS6361 Select Medical Large | | | 27 | \$3.41 | \$92.07 |
| Xlarge | 8031-XL Tronex Healthcare Glove Exam Vinyl XL | | | 20 | \$3.55 | \$71.00 |

II. VINYL EXAMINATION GLOVES (POWDER FREE):

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

| BRAND: | | | | Est. Quantity | Unit Price per | Extended |
|---------------|------------------------------|--------------------|------------------------------|-----------------------|-----------------------|-----------------|
| | ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Small | PS6369 Select Medical Small | | | 630 | \$3.41 | \$2,148.30 |
| Medium | PS6370 Select Medical Medium | | | 3120 | \$3.41 | \$10,639.20 |
| Large | PS6371 Select Medical Large | | | 2670 | \$3.41 | \$9,104.70 |
| Xlarge | PS6372 Select Medical Xlarge | | | 6705 | \$3.41 | \$22,864.05 |

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

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

| BRAND: | | | | Est. Quantity | Unit Price per | Extended |
|---------------|-----------------------------|--------------------|------------------------------|-----------------------|-----------------------|-----------------|
| | ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Small | PS070 Select Medical Small | | | 816 | \$5.70 | \$4,651.20 |
| Medium | PS071 Select Medical Medium | | | 5145 | \$5.70 | \$29,326.50 |
| Large | PS072 Select Medical Large | | | 8511 | \$5.70 | \$48,512.70 |
| Xlarge | PS073 Select Medical Xlarge | | | 6738 | \$5.70 | \$38,406.60 |

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

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

| BRAND: | | | | Est. Quantity | Unit Price per | Extended |
|---------------|----------------------------|--------------------|------------------------------|-----------------------|-----------------------|-----------------|
| | ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Small | PM102 SemperMed Small | | | 735 | \$6.20 | \$4,557.00 |
| Medium | PM103 SemperMed Medium | | | 1890 | \$6.20 | \$11,718.00 |
| Large | PM104 SemperMed Large | | | 2019 | \$6.20 | \$12,517.80 |
| Xlarge | PM105 SemperMed Xlarge | | | 888 | \$6.20 | \$5,505.60 |

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

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

| BRAND: | | | | Est. Quantity | Unit Price per | Extended |
|--------|------------------------------|-------------|-----------------------|----------------|----------------|-------------|
| | ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Small | KC53101 KimberlyClark Small | | | 20 | \$9.49 | \$189.80 |
| Medium | KC53102 KimberlyClark Medium | | | 20 | \$9.49 | \$189.80 |
| Large | KC53104 KimberlyClark Large | | | 1653 | \$9.49 | \$15,686.97 |
| Xlarge | KC53104 KimberlyClark Xlarge | | | 100 | \$9.49 | \$949.00 |

VI. NITRILE EXAMINATION GLOVE (POWDER FREE):

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

| BRAND: | | | | Est. Quantity | Unit Price per | Extended |
|--------|-----------------------------|-------------|-----------------------|----------------|----------------|-------------|
| | ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Small | PS906 Select Medical Small | | | 1920 | \$5.04 | \$9,676.80 |
| Medium | PS907 Select Medical Medium | | | 4851 | \$5.04 | \$24,449.04 |
| Large | PS908 Select Medical Large | | | 3126 | \$5.04 | \$15,755.04 |
| Xlarge | PS909 Select Medical Xlarge | | | 2313 | \$5.04 | \$11,657.52 |

VII. POLYETHYLENE DISPOSABLE GLOVES:

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

| BRAND: | | | | Est. Quantity | Unit Price per | Extended |
|--------|------------------------|-------------|-----------------------|----------------|----------------|------------|
| | ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Medium | PG5MDM Cellucap Medium | | | 20 | \$9.79 | \$195.80 |
| Large | PG5LDM Cellucap Large | | | 108 | \$9.79 | \$1,057.32 |

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

GRAND TOTAL \$280,085.49

Vendor Name: DoD Contractors.org, LLC
 Vendor Address: 322 Summers St Ste B
Hinton, WV 25951
 Phone No. 304-300-2907
 Fax No. 304-300-2907

By signing the bid, you are agreeing that you meet the specifications contained in this RFQ and bid form.

Printed Name

Authorized Signature

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.

- 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,**

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,**

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,**

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,**

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,**

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: DoD Contractors.org, LLC

Signed: William Ward

Date: 2-28-12

Title: Office Manager

*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 owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

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

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

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: DoD Contractors, Org, LLC

Authorized Signature: William Ward Date: 2-28-12

State of West Virginia

County of Summers, to-wit:

Taken, subscribed, and sworn to before me this 28 day of February 2012.

My Commission expires June 19th, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC Lola Maria Marvin



EXHIBIT 10

REQUISITION NO.:

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

~~NO. 2~~

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF 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.



.....
SIGNATURE

DoD Contractor > .org LLC

.....
COMPANY

13 - FEB 2012

.....
DATE

EXHIBIT 10

REQUISITION NO.: LG10 VES 12

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

- NO. 1
- NO. 2
- NO. 3
- NO. 4
- NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF 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.

William M. Ward

SIGNATURE

DoD Contractors.org, LLC

COMPANY

2-27-12

DATE

REV. 11/96

DoD Contractors.org, LLC
322 Summers St.
Ste B
Hinton, WV. 25951
304-300-2907



State of West Virginia
Department of Administration
Purchasing Division

EMPLOYMENT HISTORY DISCLOSURE STATEMENT

Vendor shall identify any other work, similar or otherwise currently being performed for any agency, institution, educational facility, city, county, municipality or political subdivision of the State of West Virginia. The State of West Virginia is concerned that current work could logically prevent the vendor from responsibly completing the referenced contract.

The state of West Virginia reserves the sole and exclusive right to reject the bid of any vendor when the state believes any current work could logically prevent the vendor from successfully completing the bid/contract in question. Failure to provide or disclose the required information listed shall be grounds for immediate disqualification/cancellation of the contract.

Below, the vendor shall provide the agency name, effective dates, value, general description and time required to fulfill the duties of each contract.

| <u>Agency Name</u> | <u>Effective Dates</u> | <u>Value</u> | <u>General Description</u> | <u>Time Required Per Week</u> |
|--------------------------|------------------------|--------------|----------------------------|-------------------------------|
| -----Not Applicable----- | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Check here if additional sheets are attached

I certify that the statements made above are true and accurate.

William Ward

Printed Name

2-28-12

Date

William Ward

Signature

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____
 Signed: _____
 Title: _____
 Date: _____

VENDOR

Company Name: DOD Contractors, org, LLC
 Signed: William Ward
 Title: Office Manager
 Date: 2-28-12



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
 LGLOVES12

PAGE
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

DOD Contractors, LLC
 322 Summers St, Ste B
 Hinton WV 25951

VENDOR

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

SHIP TO

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|------------------------------|---------------|--------------------------|--------|---------------|
| 01/25/2012 | | | | |
| BID OPENING DATE: 02/16/2012 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|---------------|--------------|--------------|
| ADDENDUM NO. 1 | | | | | | |
| 1. TO MOVE THE BID OPENING DATE FROM 01/31/2012 TO 2/16/2012. | | | | | | |
| 2. AGREEMENT ADDENDUM IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. | | | | | | |
| END OF ADDENDUM NO. 1 | | | | | | |
| 0001 | 1 | PK | | 998-67-01-021 | \$295,230.70 | \$295,230.70 |
| GLOVES, EXAM, DISP. LATEX, NON-STERILE | | | | | | |
| ***** THIS IS THE END OF RFQ LGLOVES12 ***** TOTAL: | | | | | | \$295,230.70 |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-578-8130 DATE: 13 Feb 2012
 TITLE: Contracts Administrator FEIN: 260471735 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ 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
 LGLOVES12

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 02/23/2012 | | | | |

BID OPENING DATE: 03/06/2012 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|---------------|-------------|-------------------|
| ADDENDUM NO. 3 | | | | | | |
| 1. TO MOVE THE BID OPENING FROM 02/28/2012 TO 03/06/2012. | | | | | | |
| 2. 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. | | | | | | |
| END OF ADDENDUM NO. 3 | | | | | | |
| 0001 | 1 | PK | | 998-67-01-021 | 8294,146.91 | 294,146.91 |
| GLOVES, EXAM DISP. LATEX, NON-STERILE | | | | | | |
| ***** THIS IS THE END OF RFQ LGLOVES12 ***** | | | | | | TOTAL: 294,146.91 |

RECEIVED
 2012 FEB 29 AM 9:40
 WV PURCHASING DIVISION

Vendor:
 DoD Contractors.org, LLC
 322 Summers St Ste B
 Hinton, WV 25951

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE William M. Ward TELEPHONE 304-300-2907 DATE 2-27-12

TITLE Office Manager FEIN 260471735 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
 LGLOVES12

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 02/23/2012 | | | | |

BID OPENING DATE: 03/06/2012 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|---------------|------------|------------|
| ADDENDUM NO. 3 | | | | | | |
| 1. TO MOVE THE BID OPENING FROM 02/28/2012 TO 03/06/2012. | | | | | | |
| 2. 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. | | | | | | |
| END OF ADDENDUM NO. 3 | | | | | | |
| 0001 | 1 | PK | | 998-67-01-021 | 294,146.91 | 294,146.91 |
| GLOVES, EXAM. DISP. LATEX, NON-STERILE | | | | | | |
| ***** THIS IS THE END OF RFQ LGLOVES12 ***** TOTAL: | | | | | | 294,146.91 |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>William M. Ward</i> | TELEPHONE 304-300-2907 | DATE 2-27-12 |
| TITLE <i>Office Manager</i> | FEIN 260471735 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

EXHIBIT 10

REQUISITION NO.: LG10VES12

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

- NO. 1
- NO. 2
- NO. 3
- NO. 4
- NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF 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.

William M. Ward

SIGNATURE

DoD Contractors.org, LLC

COMPANY

2-27-12

DATE

REV. 11/96

DoD Contractors.org, LLC
322 Summers St.
Ste B
Hinton, WV. 25951
304-300-2907



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
 LGLOVES12

PAGE
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

*DOD Contractors.org, LLC
 322 Temple St. Ste B
 Hinton, WV 25951*

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 |
|--------------|---------------|----------|--------|---------------|
| 02/28/2012 | | | | |

BID OPENING DATE: 03/13/2012 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|--|---------------------|---------------------|
| ADDENDUM NO. 4 1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. TO MOVE THE BID OPENING FROM 03/06/2012 TO 03/13/2012. 3. REVISED BID FORM ATTACHED. THIS FORM IS ALSO AVAILABLE IN ELECTRONIC FORMAT ON THE PURCHASING BULLETIN. SEE ADDITIONAL INFORMATION ON THE FOLLOWING PAGES. 4. 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. END OF ADDENDUM NO. 4 | | | | | | |
| 0001 | 1 | EK | | 998-67-01-021 | <i>\$280,085.49</i> | <i>\$280,085.49</i> |
| | | | | GLOVES, EXAM, DISP. LATEX, NON-STERILE | | |
| ***** THIS IS THE END OF RFQ LGLOVES12 ***** TOTAL: | | | | | | <i>\$280,085.49</i> |

RECEIVED
 2012 MAR -9 AM 9:56
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-------------------------------|-------------------------------|-----------------------------------|
| SIGNATURE <i>William Ward</i> | TELEPHONE <i>304-300-2907</i> | DATE <i>3-7-12</i> |
| TITLE <i>Office Manager</i> | FEIN <i>26-0471735</i> | ADDRESS CHANGES TO BE NOTED ABOVE |

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

LGLOVES12
ADDENDUM NO. 4

Questions:

- Q1: Please provide a copy of the previous bid tabulation that shows who won the bid, the current price, and the current make/models being used.
- A1: Please see attached bid tab and Change Order No. 1 for LGLOVES10.
- Q2: The Specifications for the gloves are listed in two different areas. Page 7 of the bid documents list LGLOVES SPECIFICATIONS; however there are other specifications listed on the pricing pages for each individual glove. Which specifications are the most accurate? Certain specifications can also be about interpretation. Can the State please clarify and update the required specifications.
- A2: The gloves must meet all of the mandatory specifications. A revised bid form is attached. Please use this revised form when submitting your bid.
- Q3: Who and what is the determining factors when evaluating if the gloves being bid actually meet the required specifications. It states that the gloves must be equal to the Minimum specification or better. How does the State plan on elevating that price = specifications = price?
- A3: The lowest bid meeting the specification will be awarded the contract.
- Q4: Will the State accept gloves whereby the box uom is 200/box. This helps to save staffing time by reducing the number of times to refill.
- A4: The containers at most facilities hold 100/box.
- Q5: Your bid specifies Latex exam gloves **powder free smooth finish** and latex exam gloves **powder free texture grip**. According to our manufacturers a smooth finish is only available for **powdered** type gloves. Please advise if the finishes specified are erroneous.
- A5: Please see revised bid form attached.

Clarifications:

1. The bid opening has been moved from 03/06/2012 to 03/13/2012. The bid opening time remains at 1:30 pm.
2. Remove the following sentence from the specifications:
"Most recent ASTM D3577 and D3578 standards."
3. A revised bid form is attached. Please use this form when completing your bid. Electronic copies of the bid forms will be attached to the WV Purchasing Bulletin.

Another hard copy will also be provided in this addendum. Vendors registered with the WV State Purchasing Division may download an electronic version of the bid forms at: <http://www.state.wv.us/admin/purchase/newbul.htm>

Vendors not registered with the WV Purchasing Division may request an electronic copy by contacting Tara Lyle with the WV Purchasing Division at Tara.L.Lyle@wv.gov. Please be sure to include the RFQ number in the subject line of your email.

4. No additional questions will be accepted for this RFQ.
5. A valid signature must be on the bid.

LGLOVES12
Vendor Pricing Page

I. VINYL EXAMINATION GLOVES (POWDERED):

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

| BRAND: | | | | Est. Quantity | Unit Price per | Extended |
|---------------|---|--------------------|------------------------------|-----------------------|-----------------------|-----------------|
| | ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Small | PS6359 Select Medical Small | | | 15 | \$3.41 | \$51.15 |
| Medium | PS 6360 Select Medical Medium | | | 33 | \$3.41 | \$112.53 |
| Large | PS6361 Select Medical Large | | | 27 | \$3.41 | \$92.07 |
| Xlarge | 8031-XL Tronex Healthcare Glove Exam Vinyl XL | | | 20 | \$3.55 | \$71.00 |

II. VINYL EXAMINATION GLOVES (POWDER FREE):

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

| BRAND: | | | | Est. Quantity | Unit Price per | Extended |
|---------------|------------------------------|--------------------|------------------------------|-----------------------|-----------------------|-----------------|
| | ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Small | PS6369 Select Medical Small | | | 630 | \$3.41 | \$2,148.30 |
| Medium | PS6370 Select Medical Medium | | | 3120 | \$3.41 | \$10,639.20 |
| Large | PS6371 Select Medical Large | | | 2670 | \$3.41 | \$9,104.70 |
| Xlarge | PS6372 Select Medical Xlarge | | | 6705 | \$3.41 | \$22,864.05 |

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

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

| BRAND: | | | | Est. Quantity | Unit Price per | Extended |
|---------------|-----------------------------|--------------------|------------------------------|-----------------------|-----------------------|-----------------|
| | ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Small | PS070 Select Medical Small | | | 816 | \$5.70 | \$4,651.20 |
| Medium | PS071 Select Medical Medium | | | 5145 | \$5.70 | \$29,326.50 |
| Large | PS072 Select Medical Large | | | 8511 | \$5.70 | \$48,512.70 |
| Xlarge | PS073 Select Medical Xlarge | | | 6738 | \$5.70 | \$38,406.60 |

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

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

| BRAND: | | | | Est. Quantity | Unit Price per | Extended |
|---------------|----------------------------|--------------------|------------------------------|-----------------------|-----------------------|-----------------|
| | ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Small | PM102 SemperMed Small | | | 735 | \$6.20 | \$4,557.00 |
| Medium | PM103 SemperMed Medium | | | 1890 | \$6.20 | \$11,718.00 |
| Large | PM104 SemperMed Large | | | 2019 | \$6.20 | \$12,517.80 |
| Xlarge | PM105 SemperMed Xlarge | | | 888 | \$6.20 | \$5,505.60 |

LGLOVES12
Vendor Pricing Page

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

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

| BRAND: | | | | Est. Quantity | Unit Price per | Extended |
|--------|------------------------------|-------------|-----------------------|----------------|----------------|-------------|
| | ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Small | KC53101 KimberlyClark Small | | | 20 | \$9.49 | \$189.80 |
| Medium | KC53102 KimberlyClark Medium | | | 20 | \$9.49 | \$189.80 |
| Large | KC53104 KimberlyClark Large | | | 1653 | \$9.49 | \$15,686.97 |
| Xlarge | KC53104 KimberlyClark Xlarge | | | 100 | \$9.49 | \$949.00 |

VI. NITRILE EXAMINATION GLOVE (POWDER FREE):

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

| BRAND: | | | | Est. Quantity | Unit Price per | Extended |
|--------|-----------------------------|-------------|-----------------------|----------------|----------------|-------------|
| | ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Small | PS906 Select Medical Small | | | 1920 | \$5.04 | \$9,676.80 |
| Medium | PS907 Select Medical Medium | | | 4851 | \$5.04 | \$24,449.04 |
| Large | PS908 Select Medical Large | | | 3126 | \$5.04 | \$15,755.04 |
| Xlarge | PS909 Select Medical Xlarge | | | 2313 | \$5.04 | \$11,657.52 |

VII. POLYETHYLENE DISPOSABLE GLOVES:

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

| BRAND: | | | | Est. Quantity | Unit Price per | Extended |
|--------|------------------------|-------------|-----------------------|----------------|----------------|------------|
| | ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Medium | PG5MDM Cellucap Medium | | | 20 | \$9.79 | \$195.80 |
| Large | PG5LDM Cellucap Large | | | 108 | \$9.79 | \$1,057.32 |

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

GRAND TOTAL \$280,085.49

Vendor Name: DoD Contractors.org, LLC
 Vendor Address: 322 Summers St Ste B
Hinton, WV 25951
 Phone No. 304-300-2907
 Fax No. 304-300-2907

By signing the bid, you are agreeing that you meet the specifications contained in this RFQ and bid form.

William Ward
Printed Name

William Ward
Authorized Signature *Office Manager*

EXHIBIT 10

REQUISITION NO.: LGLOVES 12

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

- NO. 1
- NO. 2
- NO. 3
- NO. 4
- NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF 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.

William Wurd

SIGNATURE

DoD Contractors.org, LLC

COMPANY

3-7-12

DATE



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
 LGLOVES12

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

RFQ COPY

TYPE NAME/ADDRESS HERE

RFQ COPY

DOD Contractors.org, LLC
 322 Summers St Ste B
 Hinton, WV 25951

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 |
|--------------|---------------|----------|--------|---------------|
| 03/07/2012 | | | | |

BID OPENING DATE: 04/03/2012 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|---------------|--------------|--------------|
| ADDENDUM NO. 5 | | | | | | |
| 1. TO MOVE THE BID OPENING DATE FROM 03/13/2012 TO 04/03/2012. | | | | | | |
| 2. 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. | | | | | | |
| END OF ADDENDUM NO. 5 | | | | | | |
| 0001 | 1 | EK | | 998-67-01-021 | \$280,085.49 | \$280,085.49 |
| GLOVES, EXAM, DISP. LATEX, NON-STERILE | | | | | | |
| ***** THIS IS THE END OF RFQ LGLOVES12 ***** TOTAL: | | | | | | \$280,085.49 |

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 2012 MAR 13 AM 10:05
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|----------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>William Ward</i> | TELEPHONE 304-300-2907 | DATE 3-12-12 |
| TITLE <i>Office Manager</i> | FEIN 26-0471735 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

EXHIBIT 10

REQUISITION NO.: *LGLOVES 12*

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

- NO. 1 ✓
- NO. 2 ✓
- NO. 3 ✓
- NO. 4 ✓
- NO. 5 ✓

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF 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.

William Ward

.....
SIGNATURE

DoD Contractors.org, LLC

.....
COMPANY

3-12-12

.....
DATE



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
 LGLOVES12

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

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TYPE NAME/ADDRESS HERE

VENDOR

DOD Contractors, Inc. LLC
 322 Summers St. Ste B
 Hinton WV 25951

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 |
|------------------------------|---------------|--------------------------|--------|---------------|
| 12/23/2011 | | | | |
| BID OPENING DATE: 01/31/2012 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|---------------|-------------------------|-------------------------|
| 0001 | 1 | PK | | 998-67-01-021 | \$295,230.70 | \$295,230.70 |
| GLOVES, EXAM, DISP. LATEX, NON-STERILE STATEWIDE CONTRACT PROVIDE EXAM GLOVES TO VARIOUS STATE AGENCIES SUCH AS HOSPITALS, REGIONAL JAILS, PRISONS AND POLITICAL SUBDIVISIONS, PER THE ATTACHED SPECIFICATIONS. INQUIRIES: WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 01/11/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: TARA LYLE DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV 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. | | | | | | |

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 2012 FEB 14 11:34
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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-578-8130 DATE: 13 FEB 2012
 TITLE: Contracts Administrator FEIN: 26 0471 735 ADDRESS CHANGES TO BE NOTED ABOVE
 WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
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 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
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SHIP TO

ALL STATE AGENCIES
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 VARIOUS LOCALES AS INDICATED
 BY ORDER

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|------------------------------|---------------|--------------------------|--------|---------------|
| DATE PRINTED 12/23/2011 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| BID OPENING DATE: 01/31/2012 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| <p>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 THE AGENCY SHALL PAY THE SHIPPING CHARGES. ALL SHIPPING COSTS WILL BE INVOICED AS A SEPARATE CHARGE WITH THE ORIGINAL FREIGHT BILL ATTACHED TO THE INVOICE.</p> <p>EXHIBIT 3</p> <p>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 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> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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VENDOR

SHIP TO

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

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| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 12/23/2011 | | | | |
| BID OPENING DATE: 01/31/2012 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| <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, 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</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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 Department of Administration
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 Charleston, WV 25305-0130

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

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VENDOR

SHIP TO

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

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|------------------------------|---------------|--------------------------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 12/23/2011 | | | | |
| BID OPENING DATE: 01/31/2012 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| <p>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> <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: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| SIGNATURE | TELEPHONE | DATE |
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| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
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PLEASE PRINT NAME AND ADDRESS IN SPACE ABOVE LABEL '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

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| RFQ NUMBER |
| LGLOVES12 |

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

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VENDOR

SHIP TO

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

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|------------------------------|---------------|--------------------------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 12/23/2011 | | | | |
| BID OPENING DATE: 01/31/2012 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO: 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: SEALED BID</p> <p>BUYER: FILE 42 RFQ. NO.: LGLOVES12 BID OPENING DATE: 01/31/2012 BID OPENING TIME: 1:30 PM</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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



State of West Virginia
 Department of Administration
 Purchasing Division
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Request for Quotation

RFQ NUMBER
 LGLOVES12

PAGE
 6

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

RFQ COPY

TYPE NAME/ADDRESS HERE

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DoD Contractors.org LLC
 322 Summers St. 5th B
 Hinds - WV 25951

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

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|------------------------------|---------------|--------------------------|--------|---------------|
| DATE PRINTED 12/23/2011 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| BID OPENING DATE: 01/31/2012 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304 300 2907 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Bruce Messer ----- ***** THIS IS THE END OF RFQ LGLOVES12 ***** TOTAL: \$/295,230.70 | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304 574-8130 DATE: 13 Feb 2012
 TITLE: Contracts Admin FEIN: 26 0471735 ADDRESS CHANGES TO BE NOTED ABOVE
 WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

LGLOVES12 SPECIFICATIONS

STANDARDS:

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

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

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

MATERIALS:

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

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

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

POLYETHYLENE gloves shall be compounded from virgin polyethylene.

DESIGN:

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

The cuff shall be beaded, where indicated.

GENERAL INFORMATION:

All quantities are approximations only.

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

Gloves must be equal to the minimum specifications or better.

SPECIAL CONDITIONS:

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

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 the agency shall pay shipping charges. All shipping costs 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.

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.

LGLOVES12
Vendor Pricing Page

I. VINYL EXAMINATION GLOVES (POWDERED):

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

| BRAND: | | | | Est. Quantity | Unit Price per | Extended |
|--------|-----------------|-------------|-----------------------|----------------|----------------|----------|
| | ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Small | <i>Select</i> | PS6359 | | 15 | 3.58 | 53.7 |
| Medium | | PS6360 | | 33 | 3.58 | 118.14 |
| Large | | PS6361 | | 27 | 3.58 | 96.66 |
| Xlarge | | 8031-XL | | 20 | 3.72 | 74.4 |

II. VINYL EXAMINATION GLOVES (POWDER FREE):

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

| BRAND: | | | | Est. Quantity | Unit Price per | Extended |
|--------|-----------------|-------------|-----------------------|----------------|----------------|----------|
| | ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Small | <i>Select</i> | PS6369 | | 630 | 3.58 | 2255.4 |
| Medium | | PS6370 | | 3120 | 3.58 | 11169.6 |
| Large | | PS6371 | | 2670 | 3.58 | 9558.6 |
| Xlarge | | PS6372 | | 6705 | 3.72 | 24942.6 |

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

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

| BRAND: | | | | Est. Quantity | Unit Price per | Extended |
|--------|-----------------|-------------|-----------------------|----------------|----------------|----------|
| | ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Small | <i>Select</i> | PS070 | | 816 | 6.01 | 4904.16 |
| Medium | | PS071 | | 5145 | 6.01 | 30921.45 |
| Large | | PS072 | | 8511 | 6.01 | 51151.11 |
| Xlarge | | PS073 | | 6738 | 6.01 | 40495.38 |

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

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

| BRAND: | | | | Est. Quantity | Unit Price per | Extended |
|--------|-----------------|-------------|-----------------------|----------------|----------------|----------|
| | ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Small | <i>Somper</i> | PM102 | | 735 | 6.5 | 4777.5 |
| Medium | | PM103 | | 1890 | 6.5 | 12285 |
| Large | | PM104 | | 2019 | 6.5 | 13123.5 |
| Xlarge | | PM105 | | 888 | 6.5 | 5772 |

LGLOVES12
Vendor Pricing Page

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

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

| BRAND: | | | Est. Quantity | Unit Price per | Extended |
|-----------------|-------------|-----------------------|----------------|----------------|----------|
| ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Small | KC53101 | | 20 | 9.9 | 198 |
| Medium | KC53102 | | 20 | 9.9 | 198 |
| Large | KC53103 | | 1653 | 9.9 | 16364.7 |
| Xlarge | KC53104 | | 100 | 9.9 | 990 |

VI. NITRILE EXAMINATION GLOVE (POWDER FREE):

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

| BRAND: | | | Est. Quantity | Unit Price per | Extended |
|-----------------|-------------|-----------------------|----------------|----------------|----------|
| ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Small | PS906 | | 1920 | 5.28 | 10137.6 |
| Medium | PS907 | | 4851 | 5.28 | 25613.28 |
| Large | PS908 | | 3126 | 5.28 | 16505.28 |
| Xlarge | PS909 | | 2313 | 5.28 | 12212.64 |

VII. POLYETHYLENE DISPOSABLE GLOVES:

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

| BRAND: | | | Est. Quantity | Unit Price per | Extended |
|-----------------|-------------|-----------------------|----------------|----------------|----------|
| ITEM NO. & SIZE | CATALOG NO. | Boxes of 100 per Case | Per Boxes /100 | Box of 100 | Price |
| Medium | PG5MDM | | 20 | 10.25 | 205 |
| Large | PG5LDM | | 108 | 10.25 | 1107 |

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

GRAND TOTAL 295230.7

Vendor Name: DoD Contractors.org LLC
 Vendor Address: 322 Summ Bz St S16 B,
Hinton WV 25951
 Phone No. 304-578-6130
 Fax No. 304 300 2967

By signing the bid, you are agreeing that you meet the specifications contained in this RFQ and bid form.

Bruce A Messer

Printed Name



Authorized Signature

LG1006512

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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.

- 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: Bence Messer

Signed: [Signature]

Date: 13 FEB 2012

Title: Contracts Admin

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

LG10U0512



State of West Virginia
Department of Administration
Purchasing Division

EMPLOYMENT HISTORY DISCLOSURE STATEMENT

Vendor shall identify any other work, similar or otherwise currently being performed for any agency, institution, educational facility, city, county, municipality or political subdivision of the State of West Virginia. The State of West Virginia is concerned that current work could logically prevent the vendor from responsibly completing the referenced contract.

The state of West Virginia reserves the sole and exclusive right to reject the bid of any vendor when the state believes any current work could logically prevent the vendor from successfully completing the bid/contract in question. Failure to provide or disclose the required information listed shall be grounds for immediate disqualification/cancellation of the contract.

Below, the vendor shall provide the agency name, effective dates, value, general description and time required to fulfill the duties of each contract.

| <u>Agency Name</u> | <u>Effective Dates</u> | <u>Value</u> | <u>General Description</u> | <u>Time Required Per Week</u> |
|--------------------|------------------------|--------------|----------------------------|-------------------------------|
| NA | | | | |

Check here if additional sheets are attached

I certify that the statements made above are true and accurate.

Bruce A Messer
Printed Name

13 FEB 2012
Date

[Signature]
Signature



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF West Virginia
COUNTY OF Summers, TO-WIT:

I, Bruce A Messer, after being first duly sworn, depose and state as follows:

1. I am an employee of DOD Contractors.org LLC; and,
(Company Name)
2. I do hereby attest that DOD Contractors.org, LLC
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

DOD Contractors.org LLC
(Company Name)

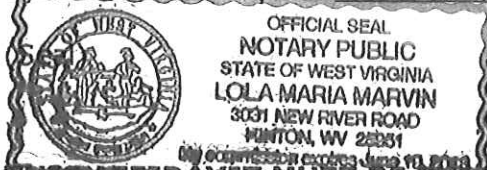
By: [Signature]

Title: Contracts Administrator

Date: 13 Feb 2012

Taken, subscribed and sworn to before me this 13th day of February.

By Commission expires June 19th 2013



[Signature]
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

Authorized Signature: [Signature] Date: 13 FEB 2012

State of West Virginia

County of Summers, to-wit:

Taken, subscribed, and sworn to before me this 13th day of February, 2012.

My Commission expires June 19th, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

