



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

Purchase Order

PURCHASE ORDER NO.
 LGLOVES10

PAGE
 1

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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

*501112236 01 904-380-4537
 GULF SOUTH MEDICAL SUPPLY INC
 4345 SOUTHPOINT BLVD
 JACKSONVILLE FL 32216

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND		
08/17/2010	NET 30	640831411			
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER		
BEST WAY	DESTINATION	PREPAID	MIL.-MIL.		
LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT NO.	ITEM NUMBER		
0001	07/14/2011	PK	998-67-01-021	.00000	
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.					
****THE FOLLOWING IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF:****					
REQUEST FOR QUOTATION DATED 06/14/2010.					
ALL SPECIFICATIONS, BID CLARIFICATIONS AND ADDENDA THERETO.					
VENDOR'S BID DATED 07/07/2010.					
EXHIBIT 3					
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AUGUST 15, 2010 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					

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 AUG 24 2010
Beverly Toler

IF APPROVAL AS TO FORMS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 8/17/10

**APPROVED FOR
 ONE FISCAL YEAR**

David E. Workfield

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Kristin S. Turner* 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END
 TOTAL

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **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.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **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>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.



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VENDOR

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	DELIVERY DATE	CAT NO	ITEM NUMBER			
<p>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> <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</p>						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

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<p>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 SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND</p>					
<p>IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/></p>					TOTAL

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**LGLOVES10
PRICING PAGE**

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

BRAND: SELECT MEDICAL			
	ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Small		802630	\$2.56
Medium		802631	\$2.56
Large		802632	\$2.56
Xlarge		0	

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

BRAND: SELECT MEDICAL			
	ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Small		802633	\$2.56
Medium		802634	\$2.56
Large		802635	\$2.56
Xlarge		802636	\$2.56

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

BRAND: SELECT MEDICAL			
	ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Small		808955	\$3.68
Medium		808956	\$3.68
Large		808957	\$3.68
Xlarge		808958	\$3.68

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

BRAND: CYPRESS MEDICAL			
	ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Small		812643	\$7.08
Medium		801191	\$7.08
Large		812644	\$7.08
Xlarge		801194	\$7.08

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

BRAND: SELECT MEDICAL			
	ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Small		843751	\$4.05
Medium		843752	\$4.05
Large		843754	\$4.05
Xlarge		843753	\$4.05

**LGLOVES10
PRICING PAGE**

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

BRAND: KIMBERLY CLARK			
	ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Small		844985	\$9.69
Medium		839572	\$9.69
Large		839571	\$9.69
Xlarge		851489	\$9.69

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

BRAND: CELLUCAP			
	ITEM NO. & SIZE	CATALOG NO.	PRICING / 100
Medium		858775	\$7.15
Large		858090	\$7.15

LGLOVES10 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.

LGLOVES10 SPECIFICATIONS

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 may be purchased through this contract (and agency paying shipping charges), or may be purchased from local source to save the shipping charges. All shipping cost will be invoiced as a separate charge with the original freight bill attached to the invoice.

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

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

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

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

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SIGNATURE _____				DATE _____			
							TOTAL

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