



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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
Seneca Medical Inc.
85 Shatter Park Dr.
Tiffin, Ohio 44883

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		
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.						

RECEIVED
 2012 APR 10 AM 10:11
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 800-447-0225 x-2123 DATE: 4/8/2012
 TITLE: *Cont. Sales Mgr.* FEIN: 34-1633185 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).



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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			
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>						

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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 style="text-align: center;">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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I. VINYL EXAMINATION GLOVES (POWDERED):

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				15		0.00
Medium				33		0.00
Large				27		0.00
Xlarge				20		0.00

II. VINYL EXAMINATION GLOVES (POWDER FREE):

Semper-med Synthetic Powder Free Vinyl

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	111417 Small	EVNP 102	10 X 100	630	2.74	0.00
Medium	111418 Medium	EVNP 103	10 X 100	3,120	2.74	0.00
Large	111419 Large	EVNP 104	10 X 100	2,670	2.74	0.00
Xlarge	111420 Xlarge	EVNP 105	10 X 90	6,705	2.74/Bx-90	0.00

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

Textwe Sempermed Poly-Med Powder Free Latex

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	111390 Small	PM 102	10 X 100	816	5.16	0.00
Medium	111391 Medium	PM 103	10 X 100	5,145	5.16	0.00
Large	111392 Large	PM 104	10 X 100	8,511	5.16	0.00
Xlarge	111393 Xlarge	PM 105	10 X 90	6,738	5.16/Bx-90	0.00

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

Smooth Sempermed StarMed Powder Free Latex

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	Small	SM 102	10 X 100	735	4.50	0.00
Medium	Medium	SM 103	10 X 100	1,890	4.50	0.00
Large	Large	SM 104	10 X 100	2,019	4.50	0.00
Xlarge	Xlarge	SM 105	10 X 90	888	4.50	0.00

V. NITRILE EXAMINATION GLOVES (POWDER FREE, TEXTURE GRIP): *Sempermed Tender Touch Powder Free Nitrile*

BRAND:	ITEM NO. & SIZE	CATALOG NO.	Boxes of ²⁰⁰ 100 per Case	Est. Quantity Per Boxes /100	Unit Price per Box of ²⁰⁰ 100	Extended Price
Small	159245 Small	TTNF 202	10 X 200	20	8.45	0.00
Medium	159246 Medium	TTNF 203	10 X 200	20	8.45	0.00
Large	159247 Large	TTNF 204	10 X 200	1,653	8.45	0.00
Xlarge	159248 XLarge	TTNF 205	10 X 180	100	8.45 / Box 180	0.00

VI. NITRILE EXAMINATION GLOVE (POWDER FREE, SMOOTH):
Textured Sempercare Powder Free Nitrile

BRAND:	ITEM NO. & SIZE	CATALOG NO.	Boxes of ²⁰⁰ 100 per Case	Est. Quantity Per Boxes /100	Unit Price per Box of ²⁰⁰ 100	Extended Price
Small	156813 Small	NIPFT 202	10 X 200	1,920	9.55	0.00
Medium	156818 Medium	NIPFT 203	10 X 200	4,851	9.55	0.00
Large	156823 Large	NIPFT 204	10 X 200	3,126	9.55	0.00
Xlarge	156824 XLarge	NIPFT 205	10 X 180	2,313	9.55	0.00

VII. POLYETHYLENE DISPOSABLE GLOVES:

BRAND:	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Est. Quantity Per Boxes /100	Unit Price per Box of 100	Extended Price
Medium				20		0.00
Large				108		0.00

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

GRAND TOTAL _____

Vendor Name:

Seneca Medical Inc.

Vendor Address:

85 Shafter Park Drive
Tiffin Ohio 44883

Phone No.

800-449-0225 x-2123


Fax No.

419-449-2201

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

Jeffrey L. Shuey

Printed Name


Authorized Signature

I. VINYL EXAMINATION GLOVES (POWDERED):

Dynarex Safe-Touch Vinyl Powdered

BRAND:	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Est. Quantity Per Boxes /100	Unit Price per Box of 100	Extended Price
	<i>Small</i>	<i>2601</i>	<i>10 X 100</i>	15	<i>2.85</i>	0.00
	<i>Medium</i>	<i>2602</i>	<i>10 X 100</i>	33	<i>2.85</i>	0.00
	<i>Large</i>	<i>2603</i>	<i>10 X 100</i>	27	<i>2.85</i>	0.00
	<i>Xlarge</i>	<i>2604</i>	<i>10 X 100</i>	20	<i>2.85</i>	0.00

II. VINYL EXAMINATION GLOVES (POWDER FREE):

Dynarex Safe-Touch Vinyl Powder Free

BRAND:	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Est. Quantity Per Boxes /100	Unit Price per Box of 100	Extended Price
	<i>Small</i>	<i>2611</i>	<i>10 X 100</i>	630	<i>2.85</i>	0.00
	<i>Medium</i>	<i>2612</i>	<i>10 X 100</i>	3,120	<i>2.85</i>	0.00
	<i>Large</i>	<i>2613</i>	<i>10 X 100</i>	2,670	<i>2.85</i>	0.00
	<i>Xlarge</i>	<i>2614</i>	<i>10 X 100</i>	6,705	<i>2.85</i>	0.00

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

Dynarex Accutouch Latex Powder Free

BRAND:	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Est. Quantity Per Boxes /100	Unit Price per Box of 100	Extended Price
	<i>118211 Small</i>	<i>6622</i>	<i>10 X 100</i>	816	<i>6.36</i>	0.00
	<i>105974 Medium</i>	<i>6623</i>	<i>10 X 100</i>	5,145	<i>6.36</i>	0.00
	<i>105975 Large</i>	<i>6624</i>	<i>10 X 100</i>	8,511	<i>6.36</i>	0.00
	<i>190097 Xlarge</i>	<i>6625</i>	<i>10 X 100</i>	6,738	<i>6.36</i>	0.00

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

Dynarex Safe-Touch Latex Powder Free

BRAND:	ITEM NO. & SIZE	CATALOG NO.	Boxes of 100 per Case	Est. Quantity Per Boxes /100	Unit Price per Box of 100	Extended Price
	<i>181339 small</i>	<i>2336</i>	<i>10 X 100</i>	735	<i>5.27</i>	0.00
	<i>181338 Medium</i>	<i>2337</i>	<i>10 X 100</i>	1,890	<i>5.27</i>	0.00
	<i>181340 Large</i>	<i>2338</i>	<i>10 X 100</i>	2,019	<i>5.27</i>	0.00
	<i>181341 Xlarge</i>	<i>2339</i>	<i>10 X 100</i>	888	<i>5.27</i>	0.00

LGLOVES12 - Revised 3/23/2012
Vendor Pricing Page

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

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				20		0.00
Medium				20		0.00
Large				1,653		0.00
Xlarge				100		0.00

VI. NITRILE EXAMINATION GLOVE (POWDER FREE, SMOOTH):

Dynarex Powder Free Nitrile

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>Small</i>	<i>2511</i>	<i>10 X 100</i>	1,920	<i>4.83</i>	0.00
Medium	<i>Medium</i>	<i>2512</i>	<i>10 X 100</i>	4,851	<i>4.83</i>	0.00
Large	<i>Large</i>	<i>2513</i>	<i>10 X 100</i>	3,126	<i>4.83</i>	0.00
Xlarge	<i>Xlarge</i>	<i>2514</i>	<i>10 X 100</i>	2,313	<i>4.83</i>	0.00

VII. POLYETHYLENE DISPOSABLE GLOVES:

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				20		0.00
Large				108		0.00

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

GRAND TOTAL

Vendor Name: *Seneca Medical, Inc.*
 Vendor Address: *85 Shafter Park Dr.*
Tiffin Ohio 44883
 Phone No. *800-447-0925 x-2123*
 Fax No. *419-447-7201*

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

Jeffrey L. Shuey
 Printed Name

[Signature]
 Authorized Signature

**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.



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

*Seneca Medical Inc
 85 Shatter Park Drive
 Tiffin, Ohio 44883*

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
03/26/2012	<i>net 30</i>	<i>Best Way</i>	<i>Destination</i>	

BID OPENING DATE: 04/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEMNUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 6						
<p>1. REVISED PRICING PAGES ATTACHED. VENDORS SHOULD USE THE ATTACHED PRICING PAGES. IF PREVIOUS VERSIONS OF THE PRICING PAGE HAVE BEEN SUBMITTED TO THE PURCHASING DIVISION, PLEASE USE THE ATTACHED PAGES AND RESUBMIT PRIOR TO THE BID OPENING DATE.</p> <p>ELECTRONIC COPIES OF THE PRICING PAGES WILL BE ATTACHED TO THE WV PURCHASING BULLETIN. VENDORS REGISTERED WITH THE WV PURCHASING DIVISION MAY DOWNLOAD AN ELECTRONIC VERSION OF THE PRICING PAGES AT HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM</p> <p>VENDORS NOT REGISTERED WITH THE PURCHASING DIVISION MAY REQUEST AN ELECTRONIC COPY BY CONTACTING TARA LYLE WITH THE PURCHASING DIVISION AT TARA.L.LYLE@WV.GOV. PLEASE BE SURE TO INCLUDE THE RFQ NUMBER IN THE SUBJECT LINE OF YOUR EMAIL.</p> <p>2. TO MOVE THE BID OPENING DATE FROM 04/03/2012 TO 04/10/2012.</p> <p>3. REINSERT THE MOST RECENT ASTM D3578 STANDARDS PREVIOUSLY REMOVED IN ADDENDUM NO. 4.</p> <p>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.</p> <p style="text-align: center;">END OF ADDENDUM NO. 6</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 800-449-0225 x-2123 DATE 4/8/2012

TITLE *Govt Sales Mgr* FEIN 34-1633185 ADDRESS CHANGES TO BE NOTED ABOVE

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

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,

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: Seneca Medical Inc Signed: [Signature]
Date: 4/8/2012 Title: Govt. Sales Mgr.

*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: Seneca Medical, Inc

Authorized Signature: [Signature] Date: 2/27/2012

State of OHIO

County of SENECA, to-wit:

Taken, subscribed, and sworn to before me this 27 day of FEB, 2012.

My Commission expires NOV 17, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC Gail C Foos
GAIL C FOOS

EXHIBIT 10

REQUISITION NO. 2GLOVES 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.



 SIGNATURE
Seneca Medical Inc

 COMPANY
4/8/2012

 DATE