



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
VNF1010

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE
304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Seneca Medical Inc

SHIP TO

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY

ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED 01/31/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 02/15/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. TO MOVE THE BID OPENING FROM 02/08/2011 TO 02/15/2011. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10						
REQUISITION NO.: VNF1010						
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 .. <input checked="" type="checkbox"/> ..						
NO. 2 .. <input checked="" type="checkbox"/> ..						
NO. 3 .. <input type="checkbox"/> ..						
NO. 4 .. <input type="checkbox"/> ..						
NO. 5 .. <input type="checkbox"/> ..						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

RECEIVED

2011 FEB 14 PM 12:34

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-447-0225	DATE 2/10/2011
TITLE <i>Govt. Sales Mgr</i>	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.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

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



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

Request for Quotation

RFQ NUMBER
VNF1010

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY
 ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/31/2011				

BID OPENING DATE: 02/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: right;"> SIGNATURE Seneca Medical, Inc. COMPANY 2/10/2011 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						
0001	1	EA		850-40		
INCONTINENT PRODUCTS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

**VNF1010
Addendum #1**

Q1: Who won the contract for the items in the current RFQ for incontinent products (RFQ VNF1010)?

A1: **Gulf South Medical – Contract/Purchase Order No. VNF1003**

Q2: What prices is the Veterans Nursing Facility currently paying for these items?

A2: **Vendor can call archive area to get copy of previous contract and pricing at 304-558-2336. Please reference Contract/Purchase Order No. VNF1003.**

Q3: In regards to the above mentioned RFQ is the pricing for this contract available?

A3: **Vendor can call the archive area for a copy of the previous contract and the pricing at 304-558-2336. Please reference Contract/Purchase Order No. VNF1003.**

Q4: Are you now purchasing the requested brand name product or an "equal" product?

A4: **The product should at least equal to the brand names listed in the RFQ.**



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
VNF1010

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

Seneca Medical Inc

VENDOR

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY
 ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED 02/09/2011	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
-----------------------------------	---------------	----------	-----	---------------

BID OPENING DATE: **02/15/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. REVISED BID FORM ATTACHED TO REVISE ITEM NOS. 15 AND 16.						
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. 2						
0001	1	EA	850-40			
INCONTINENT PRODUCTS						
***** THIS IS THE END OF RFQ VNF1010 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **800-447-0225** DATE: **2/10/2011**

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

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

INSTRUCTIONS TO BIDDERS

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

Item Number	Description	Item Size	Unit Price	Estimated Annual Order Quantities	Extended Price	Case Quantity
1	Underwear with leakage barriers	Small		6000 ea		
2	Underwear with leakage barriers	Medium		6000 ea		
3	Underwear with leakage barriers	Large		5400 ea		
4	Underwear with leakage barriers	X-Large		4200 ea		
5	Classis Plus Brief	Small		3600 ea		
6	Classis Plus Brief	Medium		6000 ea		
7	Classis Plus Brief	Large		14,400 ea		
8	Classis Plus Brief	X-Large		14,400 ea		
9	XL Bariatric Brief	XL + Bariatric		4800 ea		
10	Soothe & Cool Body Lotion	8 oz		3000 ea		
11	Soothe & Cool Skin Paste	2.5 oz		1200 ea		
12	Soothe & Cool Moisture Barrier	7 oz		2400 ea		
13	Soothe & Cool Moisture Barrier	2 oz		1200 ea		
14	Wash Cream 3 in 1 No Rinse	8.5 oz		3600 ea		
15	Personal Cleansing Washcloths **	64 count/pack		9600 ea		
16	Disposable Underpads ***	50 count/pack or bag		10,000 ea		
17	Calazime Protectant Paste	4 oz		600 ea		
18	Remedy Nutrashield	4 oz		600 ea		
19	Remedy Antifungal Powder	3 oz		600 ea		
Grand Total				\$		

Note: All items will be ordered by the case

* Extended Price = Each Price multiplied (X) Estimated Annual Order Quantities

** Item #15, Personal Cleansing Washcloths: The unit size is 64 count per pack. The unit price should be based on one (1) pack containing 64 washcloths and then multiplied by the Estimated Annual Order Quantity.

*** Item #16, Disposable Underpads: The unit size is 50 count per pack or bag. The unit price should be based on one (1) pack or bag then multiplied by the Estimated Annual Order Quantity.

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
Seneca Medical
.....
COMPANY
2/10/2011
.....
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
VNF1010

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

Senca Medical
 PO Box 399
 2436 N. Shaffer Park Drive
 Tiffin, OH 44883

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY

ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/11/2011				

BID OPENING DATE: 02/08/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		850-40		
INCONTINENT PRODUCTS OPEN-END CONTRACT INQUIRIES: WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 01/31/2011. 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 PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 800-447-0225	DATE Feb 3 2011
-----------	------------------------	-----------------

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'

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

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



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
VNF1010

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE
304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY

 ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/11/2011				

BID OPENING DATE: **02/08/2011** BID OPENING TIME **01:30PM**

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
VNF1010

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY

ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/11/2011				

BID OPENING DATE: 02/08/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
VNF1010

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

RFQ COPY

SHIP TO

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY

ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/11/2011				

BID OPENING DATE: 02/08/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 4						
<p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
VNF1010

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY

ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/11/2011				

BID OPENING DATE: 02/08/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----TL/32-----</p> <p>RFQ. NO.:-----VNF1010-----</p> <p>BID OPENING DATE:-----02/08/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----419-447-7201-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): -----Jeff Shuey-----</p> <p>***** THIS IS THE END OF RFQ VNF1010 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

VNF 1010**Incontinent Products**

The WV Veterans nursing Facility is soliciting bids for an open-end contract to provide and deliver incontinent products per the attached specifications. This contract will be awarded to one vendor that meets all of the specifications with the lowest bid.

Specifications:

1. The spending unit location – One Freedoms Way, Clarksburg, WV 26301.
2. Bidders must complete all spaces on the enclosed pricing page. Bidders should bid on the items or "equal to", listed on the enclosed pricing page. All item details must be filled in for vendor's bid to be accepted as complete.
3. If bidding equal to products, bidder should provide printed brochure with bid. Samples shall be provided within three (3) working days of request.
4. Orders shall be delivered within three (3) working days to the spending unit after orders are received. Spending unit must be advised in writing if orders will be delayed for any reason. Vendor shall carry an adequate stock to insure such delivery service for the duration of the contract.
5. All deliveries must be made during the hours of 8:00am- 3:00pm. Delivery trucks must have a lift gate and deliveries must be dropped off inside the facility.
6. A material safety data sheet (MSDS) must be included with the first shipment of each product and thereafter with any revisions.
7. Bidders should include delivery in their bid.
8. All items must have a current manufacturer's date. Items received by the spending unit with an expiration date within 180 days of receipt, will not be accepted and returned to the vendor for replacement or credit.
9. The successful bidder shall not substitute any other brand of products from those awarded, not sell additional items under their contract not specifically covered herein.
10. All products must be highly efficient and effective in the performance of the tasks for which the product is intended to be used.
11. Nonconforming products and materials shall be picked up by the vendor or their designee at the expense of the vendor.
12. Bidder should be able to provide internet ordering access. If vendor has such capabilities, this should be so noted in their quotation and described briefly.

State agencies may register on our company website and place orders on-line, same as ordering through customer service.

www.seneca medical.com

VNF1010

The following preferred brands and model numbers are the minimum acceptable level of quality for each product. Vendor should bid equal to or better than the requested specifications listed below.

Item # 1. Underwear with leakage barriers super plus absorbency, tear away sides – leakage barriers – colored stitching – additional inner acquisition layer – level 7 absorbency.

Requested brand: Attends

Mfn. # APP0710

Covidien Curvy Pull-up 52/case #2075A

Item # 2. Underwear with leakage barriers super plus absorbency, tear away sides – leakage barriers – colored stitching – additional inner acquisition layer – level 7 absorbency, fits hips 34" – 43".

Requested brand: Attends

Mfn. # APP0720

Covidien Pull-up 80/case #1605

Item # 3. Underwear with leakage barriers super plus absorbency tear away sides – leakage barriers – colored stitching – additional inner acquisition layer – level 7 absorbency, fits hip 44" – 58".

Requested brand: Attends

Mfn. # APP0730

Covidien Pull-up 72/case #1615

Item # 4. Underwear with leakage barriers super plus absorbency, tear away sides – leakage barriers – colored stitching – additional inner acquisition layer – level 7 absorbency.

Requested brand: Attends

Mfn. # APP0740

Covidien Pull-up 56/case #1625

Item # 5. Classic plus brief insta Dri Skin Caring system soft non –woven back sheet moisture – proof, polyethylene lining blue, curved elastics, super fit, refasten able tape zone pant like leg cut and wing design production code – wetness indicator fits hips 22" –36".

Requested brand: Tena

Mfn. # 66100

Covidien WCP Quilted Brief #66032 96/case

Item # 6 Classic plus brief insta Dri Skin Caring system. Soft non woven back sheet moisture – proof, polyethylene lining, blue, curved elastics, super fit re-fasten able tape zone pant like leg cut wing design, production code – wetness.

Requested brand: Tena

Mfn # 67713

*Covidien WCP Quilted Brief #66033
96/case*

Item # 7 Classic plus brief, Insta Dri Skin Caring system, soft, non – woven back sheet moisture proof, polyethylene lining blue, curved elastic super fit re- fasten able tape zone pant like leg cut and wing design production code – wetness indicator fits hips 48" x 59".

Requested brand: Tena

Mfn. # 67813

*Covidien WCP Quilted Brief #66034
72/case*

Item # 8 Classic plus brief insta Dri Skin Caring system soft, non woven back sheet moisture proof, polyethylene lining blue, curved elastic super fit re –fastenable tape zone, pant like cut, and wing design production code – wetness indicator fits hips 60" x 64".

Requested brand Tena

Mfn # 61375

*Covidien WCP Quilted Brief #66035
60/case*

Item # 9 XL + bariatric brief maximum protection capacity exceeds one qt. liquid. Stretchy breathable side panels refastenable tape tabs Kufguards for leakage /bowel containment lycra leg gathers provide a comfortable fit. Wetness indicator – yellow lines turn blue when moisture is present fits hips 64" x 90"

Requested brand Tranquility products

Mfn # PBE\ 2190

*Covidien Wings Bariatric #67095
30/case*

Item # 10 Soothe & Cool fresh moisturizing body lotion with Aloe, 8oz

Requested brand Medline

Mfn# MSC095362

*Covidien Constant Care Cream #8884737500
2oz 8oz bottle 12/case*

Item # 11 Soothe & Cool skin paste enhanced with Allantion 2.5 oz

Requested brand Medline

Mfn# NDC53329-00

*Covidien Vaseline Moisture Barrier # 8884737500
2oz tube 12/case*

Item # 12 Soothe & cool moisture barrier ointment with Aloe & vitamins A,D & E, 7oz

Requested brand Medline

Mfn# MSC095382

*Covidien Vaseline Moisture Barrier #8884 737600
8oz tube 12/case*

Item # 13 Soothe & Cool moisture barrier ointment with Aloe & vitamins A,D & E, 2oz

Requested brand Medline

Mfn# MSC095380

*Covidien Vaseline moisture Barrier #8884 737500
2oz tube 12/case*

Item # 14 Wash Cream 3 in 1 no rinse ph 5.5, 8.5oz

Requested brand Tena

Same → *Mfn# A33* (not correct Mfg #)
→ *Mfg# 64331* (this is the Tena #)

Item # 15 Personal cleansing washcloths, 64 count

Requested brand Tyco/ Healthcare

Mfn# 6599N

Same
64/Tub 8/case

Item #16 Disposable Underpads 23" x 24", 50 count

Requested brand Tyco/ Healthcare

Mfn# 1038

Covidien

Same
200/case

Item # 17 Calazime Protectant Paste 4oz.

Requested brand Medline

Mfn# MSC094544

*Gajo Provon Perineal Skin Protectant 5oz
12/case*

#4541-12

Item # 18 Remedy Nutrashield 4oz.

Requested brand Medline

Mfn# MSC094534

Convatec Sensi-Care 3oz 24/case

#324403

Item # 19 Remedy Antifungal Powder 3oz.

Requested brand Medline

Mfn# MSC094603

Same →

Item Number	Description	Item Size	Unit Price	Estimated Annual Order Quantities	Extended Price	Case Quantity
1	Underwear with leakage barriers	Small	.53	6000 ea	3180.00	52
2	Underwear with leakage barriers	Medium	.32	6000 ea	1920.00	80
3	Underwear with leakage barriers	Large	.35	5400 ea	1890.00	72
4	Underwear with leakage barriers	X-Large	.36	4200 ea	1512.00	56
5	Classis Plus Brief	Small	.27	3600 ea	972.00	96
6	Classis Plus Brief	Medium	.27	6000 ea	1620.00	96
7	Classis Plus Brief	Large	.35	14,400 ea	5040.00	72
8	Classis Plus Brief	X-Large	.42	14,400 ea	6048.00	60
9	XL Bariatric Brief	XL + Bariatric	1.40	4800 ea	6720.00	32
10	Soothe & Cool Body Lotion	8 oz	3.17	3000 ea	9510.00	12
11	Soothe & Cool Skin Paste	2.5 oz	2.00	1200 ea	2400.00	12
12	Soothe & Cool Moisture Barrier	7 oz	3.46	2400 ea	8304.00	12
13	Soothe & Cool Moisture Barrier	2 oz	2.00	1200 ea	2400.00	12
14	Wash Cream 3 in 1 No Rinse	8.5 oz	3.39	3600 ea	12204.00	16
15	Personal Cleansing Washcloths	64 count	2.93	9600 ea	28128.00	8 (512 each)
16	Disposable Underpads	50 count	6.14	10,000 ea	61400.00	4 (200 each)
17	Calazime Protectant Paste	4 oz 5 oz	5.66	$600 \times 4 = 2400 \div 5 = 480$ 600 ea = 480	2716.00	12
18	Remedy Nutrashield	4 oz 3 oz	5.29	$600 \times 4 = 2400 \div 3 = 800$ 600 ea = 800	4232.00	24
19	Remedy Antifungal Powder	3 oz	5.30	600 ea	3180.00	12

Grand Total \$163,376.00

Note: All items will be ordered by the case

* Extended Price = Each Price multiplied (X) Estimated Annual Order Quantities

All corrections made and initialed by myself on 2/10/2011
 Jeffrey L. Shuey

RFQ No. VNF1010

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

Authorized Signature: [Signature] Date: 2/2/2011

State of OHIO

County of SENECA, to-wit:

Taken, subscribed, and sworn to before me this 2 day of FEBRUARY, 2011.

My Commission expires NOV 17, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC [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.

- 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: Seneca Medical Inc

Signed: [Signature]

Date: 2/4/2011

Title: Govt. Sales Mgr.

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



COVIDIEN

positive results for life™



Vaseline™* Constant Care™* Conditioning Cream

Vaseline™* Constant Care™* conditioning cream. Non-greasy, penetrates quickly. Non-irritating.

Order Information

Order Code	Description	Ship Case
8884737300	Vaseline™* Constant Care™* Conditioning Cream 2 oz. Tube	12
8884737400	Vaseline™* Constant Care™* Conditioning Cream 8 oz. Bottle	12

Features and Benefits

Features	Benefits
Non-greasy cream formulation that penetrates skin quickly	Hydrates skin
Leaves a light moisture barrier	Protects skin from excess moisture
Non-irritating	Gentle on skin

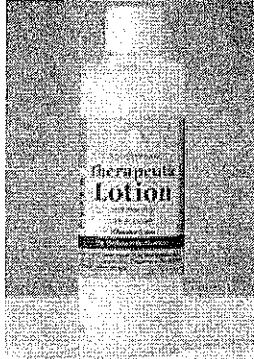
Frequently Asked Questions

Question	Answer
Does the Conditioning Cream contain a moisture barrier?	Yes

COVIDIEN, COVIDIEN with Logo, and ™ marked brands are trademarks of Covidien AG or an affiliate.
 ™* - Third party trademark.

© 2009 Covidien. All rights reserved.

Chester Labs AprilFresh® Therapeutic Lotion - 8oz



Item# 001568

Chester Labs | yhst-807795174 | apthhaandmal | <http://www.aprill>

Product Description

AprilFresh® Therapeutic Lotion has rich, pH balanced emollients which effectively supplement natural skin oils. Their beneficial moisturizing agents are quickly absorbed leaving no greasy residue. AprilFresh® Therapeutic Lotion contains aloe and is fragrance free.

Substitute for MSC095362

By Seneca Medical, Inc.

LOTION, SOOTHE & COOL®, 8 OZ

Product #: MSC095362

HCPCS Code: A6250 [Disclaimer](#)

Manufacturer: MEDLINE

Manufacturer #: MSC095362

- * Latex Free

Description

Soothe & Cool® Body Lotion: Enhanced formula of nourishing aloe and vitamin E help soothe skin. Can be used on the entire body. It is also ideal for after bathing or massaging. Rubs in easily without leaving skin feeling greasy. 8 oz. Flip Top Container, Scented.

Description

Smith & Nephew UNICARE Moisturizing Lotion

Features & Benefits

- Moisturizes dry skin, absorbs quickly
- Non-irritating, non-sensitizing, non-allergenic
- pH balanced to help maintain proper skin function
- **Aloe and Allantoin** naturally soothe and condition
- May be used on patients undergoing radiation therapy

Indications

Conditions, soothes, and moisturizes dry skin

Precautions

For external use only. Discontinue use if itching, burning or redness appears.

Ordering Codes / Reimbursement Information

Specific coverage policy: Supplies used in the management of incontinence, including creams, salves, lotions, barriers (liquid, spray, wipes, powder, paste) or other skin care products are non-covered by the DMERC.

Product #	Size	Bottles/Case	HCPCS Code
445000	8 fl. oz. Bottle	24	A6250*

*Pending DME PDAC review. The information provided with this notice is general reimbursement information only. It is not legal advice, nor is it advice about how to code, complete or submit any particular claim for payment. Although we supply this information to the best of our current knowledge, it is always the provider's responsibility to determine and submit appropriate codes, charges, modifiers, and bills for services rendered. The coding and reimbursement information is subject to change without notice. Payors or their local branches may have their own coding and reimbursement requirements and policies. Before filing any claims, providers should verify current requirements and policies with the payor

Substitute for MSC095450 By Seneca Medical, Inc.

PASTE, SKIN, SOOTHE & COOL®, 2.5 OZ

Product #: MSC095450
 HCPCS Code: A6250 [Disclaimer](#)
 Manufacturer: MEDLINE
 Manufacturer #: MSC095450

- * Latex Free


Description



Soothe & Cool® Skin Paste: Effective over compromised skin. Protects against moisture, urine and fecal matter. Zinc oxide and petrolatum create a thick protective formula that protects and absorbs excess exudate. Enriched with Allantoin and natural aloe to help moisturize. 2.5 oz tube

Vaseline™ Constant Care™ Moisture Barrier Salve

Vaseline™ Constant Care™ moisture barrier salve. Provides water-repellant moisture barrier to help protect skin from exposure to fecal matter or wetness.

Order Information

Manufacturing certificates are available by clicking on the  icon. Click Reimbursement Information to view displayed items with the Reimbursement Information.

Order Code	Description	Ship Case
		
 8884737600	Vaseline™* Constant Care™* Moisture Barrier Salve 8 oz. Tube	12

Substitute for MSC095382 by Seneca Medical, Inc.

OINTMENT, BARRIER, SOOTHE & COOL®, 7 OZ

Product #: MSC095382

HCPCS Code: A6250 [Disclaimer](#)

Manufacturer: MEDLINE

Manufacturer #: MSC095382

* Latex Free


Description



Soothe & Cool® Moisture Barrier Ointment: Soothe & Cool® Moisture Barrier is recommended when skin is at risk, but has not been compromised. Prevents moisture, urine and fecal matter from contacting skin. Perfect for cases of incontinence, post-op or wound drainage. A thin, occlusive layer of petrolatum protects even in the presence of urine. 7 oz. Tube

Vaseline™* Constant Care™ Moisture Barrier Salve

Vaseline™* Constant Care™* moisture barrier salve. Provides water-repellant moisture barrier to help protect skin from exposure to fecal matter or wetness.

Order Information

Manufacturing certificates are available by clicking on the  icon.
 Click Reimbursement Information to view displayed items with the Reimbursement Information

Order Code	Description	Ship Case
 8884737500	Vaseline™* Constant Care™* Moisture Barrier Salve 2 oz. Tube	12
		

Substitute for MSC095380 by Seneca Medical, Inc.

OINTMENT, BARRIER, SOOTHE & COOL®, 2 OZ

Product #: MSC095380

HCPCS Code: A6250 [Disclaimer](#)

Manufacturer: MEDLINE

Manufacturer #: MSC095380

* Latex Free

Description

Soothe & Cool® Moisture Barrier Ointment: Soothe & Cool® Moisture Barrier is recommended when skin is at risk, but has not been compromised. Prevents moisture, urine and fecal matter from contacting skin. Perfect for cases of incontinence, post-op or wound drainage. A thin, occlusive layer of petrolatum protects even in the presence of urine. 2 oz. Tube

GoJo PROVON® Perineal Skin Protectant with 60% Petrolatum

A cream based, non-greasy, water resistant emollient that is highly efficient as a temporary barrier to urine and fecal matter as well as a very effective moisturizing treatment for skin. Relieves and helps protect red, irritated skin.

** Does not contain Menthol*

SKUDESCRIPTIONCASE PACKADDITIONAL PRODUCTS

4541-125 oz Tube12

Substitute for MSC094544 by Seneca Medical, Inc.

.....

PASTE, PROTECTANT, CALAZIME™, REMEDY, 4 OZ

Product #: MSC094544
HCPCS Code: A6250 Disclaimer
Manufacturer: MEDLINE
Manufacturer #:MSC094544

- * Latex Free

Description

Remedy™ Calazime Protectant Paste: Zinc oxide-based barrier that protects against moisture and minor irritation. Menthol cools irritated skin and calms inflamed tissue. Calazime™ also dries light exudates from compromised skin. Contains rich emollients (cold-pressed sunflower seed oil and organic olive oil) to easily spread the product onto the skin. Uses the purest grade of U.S.P. Standardized White Petrolatum which helps prevent pores from clogging. Calazime™ has a higher viscosity (thickness) than other skin pastes. This means less product is used to achieve the same barrier coverage, offering a savings in supply costs. Active ingredients are Zinc Oxide (20%) and Menthol (.40%). Item number MSC094524(H) has been replaced with MSC094544(H). Calazime™ Protectant Paste, 4 oz.

Product Description

Convatec Sensi-Care® Moisturizing Body Cream #324403 is specially formulated to relieve chronic dry skin. This moisturizing body cream contains emollients that smooth and soften the skin, and humectants that attract and retain moisture. It is concentrated for highly effective dry skin therapy, particularly good for hands, heels, elbows and knees. Clinically proven to relieve chronic dry skin • Helps prevent and protect chafed, chapped, cracked, or windburned skin • Ideal for sensitive skin • Free of irritating preservatives, fragrances and dyes • 3 oz.

Substitute for MSC094534 by Seneca Medical, Inc.

*** *****

PROTECTANT, SKIN, REMEDY, NUTRASHIELD, 4 OZ

Product #: MSC094534

Manufacturer: MEDLINE
Manufacturer #: MSC094534

* Latex Free

Description

Remedy™ Nutrashield : Nutrashield provides an effective, long-lasting moisture barrier against incontinent episodes while relieving dryness, abrasion or denuded skin. It protects the skin with an advanced silicone system. This combination helps Nutrashield last after repeated washings. Helping to prevent skin moisture from evaporating is an important function of Nutrashield. Nutrashield protects against TEWL by sealing in the moisture and creating a more favorable environment for healthy skin. Continues to offer protection even after multiple washings. Ideal for patients with very dry skin, such as those associated with venous leg ulcers, and can be used under compression wraps. Unlike other moisturizers, Remedy™ Nutrashield won't interfere with the antimicrobial properties of CHG (Chlorhexidine Gluconate). It can be used before or after washing with CHG products. Additionally, it does not interfere/degrade latex gloves. Active ingredients include dimethicone (1%) and enhanced ingredients include Olivamine®, organic aloe vera and natural oils. Olivamine® is a blend of antioxidants, amino acids, vitamins and methylsulfonylmethane (MSM). These ingredients are all known to play a vital role in basic cellular construction and protection. Olivamine® contains antioxidants like hydroxytyrosol, the most potent antioxidant known today (derived from olives). It also contains amino acids like L-proline, L-cysteine and glycine - three of the main building blocks of collagen. These components are also treated with photoacoustic resonance to help minimize the tendency for inflammation, and to ensure they can be rapidly accepted by the skin. Nutrashield, 4 oz..

WIDE SUPER ABSORBENT GEL CORE	needed most. Super absorbent cores offer maximum protection throughout. Odor control.
FLEXIBLE GATHERS	Offers snug, secure fit to prevent side leakage. Tear away sides provide quick and easy removal.
ULTRASONIC SIDE SEAL	Tear away sides provide quick and easy removal.
COLOR THREAD	Located at rear of underwear waistband.
TEAR EASY REMOVAL.	
CLOTH-LIKE BARRIER PROTECTS AGAINST LEAKS TO KEEP CLOTHING DRY.	Better quality of life.
SUPER POLYMER FOR ADDED ODOR CONTROL	
UNDERWEAR-LIKE	

Frequently Asked Questions

Question	Answer
What are the benefits of SURECARE™ Protective Underwear?	SURECARE™ Protective Underwear provides dignified, comfortable protection in a pull-up type product. SURECARE™ Protective Underwear offers the wearer the look, fit, and feel of real underwear.
What is the difference between the Regular and Super absorbencies?	Regular absorbency is suitable for use in most applications, where the wearer is aware of the need to void and can generally make it to the toilet, but has an occasional "accident". Super absorbency is called for in cases where the level of incontinence is more profound and the wearer is more likely to release a full void into the undergarment. Super absorbency can also be recommended for overnight use.
How many sizes is SURECARE™ Protective Underwear available in?	SURECARE™ Protective Underwear is available in size Medium (34" - 46") and size Large (44" - 54") for both regular and Super absorbency. Regular absorbency is also available in size XLarge (48" - 66").

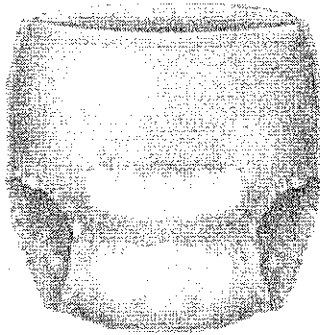
COVIDIEN, COVIDIEN with Logo, and ™ marked brands are trademarks of Covidien AG or an affiliate. ™* - Third party trademark.

© 2009 Covidien. All rights reserved.



COVIDIEN

positive results for life™



SURECARE™ Protective Underwear

SURECARE™ Protective Underwear is a dignified, discreet, underwearlike product used for moderate to heavy Incontinence protection.

Order Information

Order Code	Description	Ship Case
1605	SURECARE™ Protective Underwear Medium (34" - 46"), 4 Green Strands Band Color, 20/ Bag, 4 Bags/Case Packaging, 80 Eaches/Case	80
1615	SURECARE™ Protective Underwear Large (44" - 54"), 4 Blue Strands Band Color, 18/Bag, 4 Bags/ Case Packaging, 72 Eaches/Case	72
1625	SURECARE™ Protective Underwear X-Large (48" - 66"), 7 Blue Strands Band Color, 14/Bag, 4 Bags/Case Packaging, 56 Eaches/Case	56
1602	SURECARE™ Protective Underwear Medium (34" - 46"), Regular Absorbency, 4 Green Strands Band Color, 20/Bag, 2 Bags/Case Packaging, 40 Eaches/Case	40
1603	SURECARE™ Protective Underwear Large (44" - 54"), 4 Blue Strands Band Color, 18/Bag, 2 Bags/Case Packaging, 36 Eaches/Case	36
1645	SURECARE™ Protective Underwear X-Large (48" - 66"), 7 Blue Strands Band Color, 14/Bag, 3 Bags/Case Packaging, 42 Eaches/Case	42
1205	SURECARE™ Protective Underwear Medium (34" - 46"), Super Absorbency, 4 Green Strands Band Color, 18/Bag, 4 Bags/Case Packaging, 73 Eaches/Case	72
1215	SURECARE™ Protective Underwear Large (44" - 54"), Super Absorbency, 4 Blue Strands Band Color, 16/Bag, 4 Bags/Case Packaging, 64 Eaches/Case	64
1225	SURECARE™ Protective Underwear X-Large (48" - 66"), Super Absorbency, 7 Blue Strands Band Color, 12/Bag, 4 Bags/Case Packaging, 48 Eaches/Case	48

Features and Benefits

Features	Benefits
QUIET, SOFT CLOTH-LIKE MOISTURE BARRIER	Discreet and dignified, keeps clothing/bedding dry.
STRETCH, BREATHABLE MATERIAL	Anatomical fit, cool and comfortable to wear.
	Regular absorbency codes offer concentrated protection where it is

CURITY® SleepPants™ Youth Pants

CURITY SleepPants Youth Pants are designed, engineered and manufactured to meet Kendall's exacting standards for quality and performance. They combine the look and feel of real underwear with maximum containment protection, and provide features, benefits and performance comparable to the national brands at a lower price. For more information, contact your Kendall sales representative.

Youth

Code	Description	Weight	Packaging	Case Quantity
70073	Medium	45 - 65 lbs.	4 bags of 17	68
70074	Large	65 - 85 lbs.	4 bags of 14	56
70075	X-Large	85 - 125 lbs.	4 bags of 13	52



CURITY and SLEPPANTS are trademarks of Tyco Healthcare Group LP or an affiliate.

tyco
Healthcare

Kendall

15 Hampshire Street
Mansfield, MA 02048
1-800-962-9888
508-261-8000

www.kendallhq.com

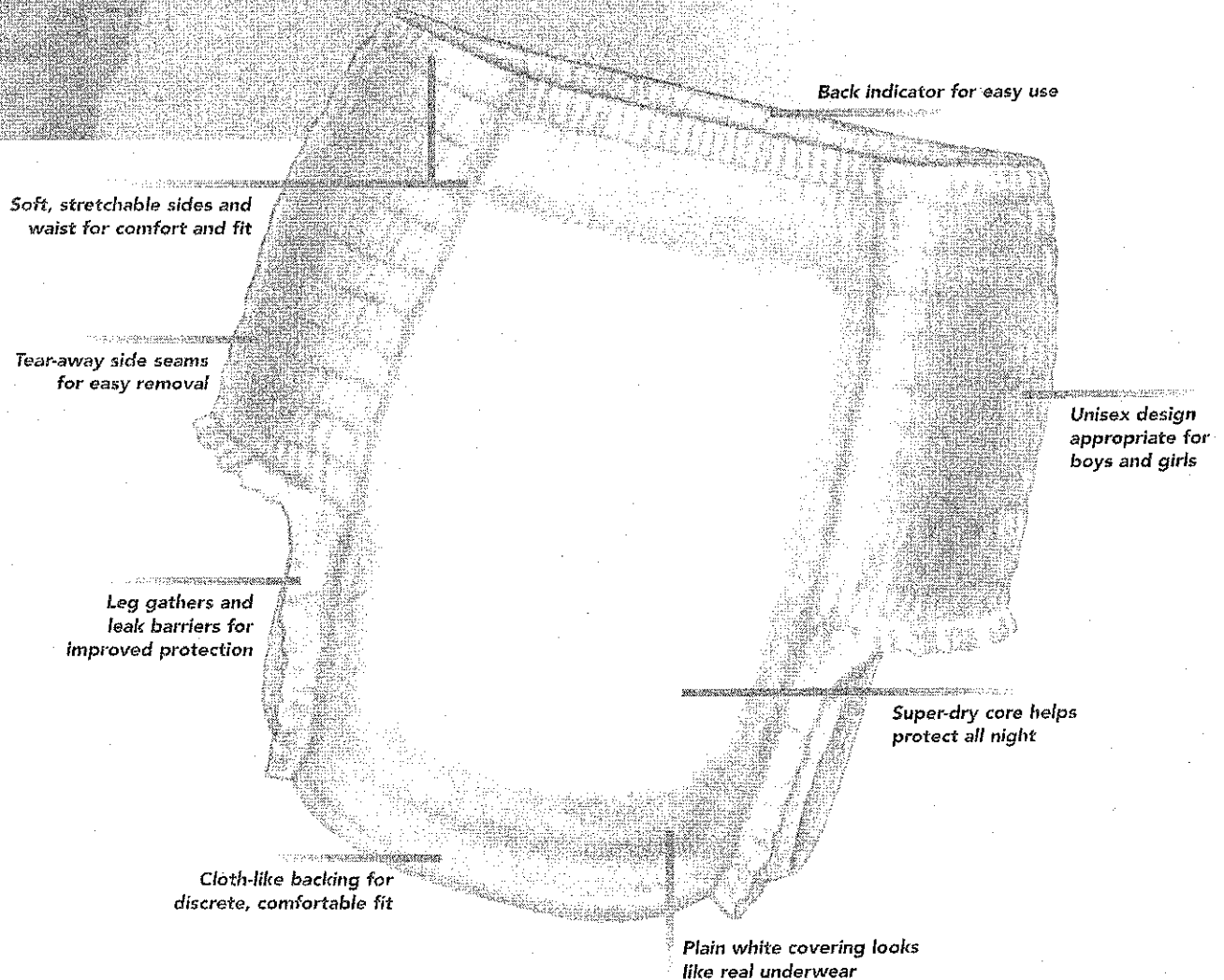
For international locations please see
www.tycohealthcare.com

H-5523 10M 4/03

CURITY[®] SleepPants[™] Youth Pants

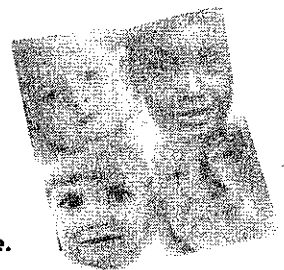
ADVANCED OVERNIGHT PROTECTION FOR CHILDREN OF ALL AGES

CURITY SleepPants Youth Pants offer protection for children and teenagers suffering from nocturnal enuresis (nighttime bedwetting). For both the child and the parent, they provide a discrete, comfortable and dignified solution.



Youth

Innovative products for generations of care.



Jeff Shuey

From: Vermette, Stephen [Stephen.Vermette@covidien.com]
 Sent: Thursday, February 10, 2011 3:59 PM
 To: Jeff Shuey
 Subject: ONE OF TWO

http://thcnet/C9/CS/CustomService/Document%20Library/Customers%20Service%20Documents/Product%20Inf... Windows Internet Explorer

http://thcnet/C9/CS/CustomService/Document%20Library/Customers%20Service%20Documents/Product%20Inf... Less Search

File Edit Go To Favorites Help

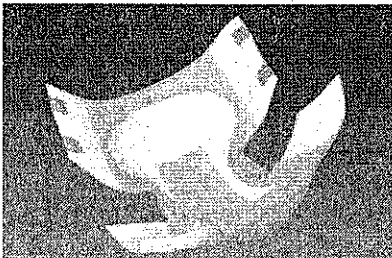
Favorites Covidien Pulse Suggested Sites Web Show Gallery

http://thcnet/C9/CS/CustomService/Document%20Libra... Page

6 / 20 130%

66032

Code #	Description	Color Code	Packaging	Ship Case
Wings™ Choice Plus Adult Brief				
60031	Youth (20" to 31", 23"L)	Green	12/Clear Bag, 8 Bags/Case	96
60032	Small (20" to 31", 26.5"L)	Peach	12/Clear Bag, 8 Bags/Case	96
60033	Medium (32" to 44")	White	12/Clear Bag, 8 Bags/Case	96
60034	Large (45" to 58")	Blue	12/Clear Bag, 6 Bags/Case	72
60035	X-Large (59" to 64")	Beige	12/Clear Bag, 5 Bags/Case	60



New Wings™ Choice Plus Quilted Adult Brief Super Absorbency

- Cloth-like backsheet is ultrasonically bonded for a "quilted" look and feel that is soft and quiet for enhanced comfort and dignity.
- Breathable side panels allow air to pass through, keeping skin dry, cool and comfort.
- Robust fastening system attaches anywhere to the front of the brief.
- Combines super-absorbent polymer, a high performance blue dryness strip, breath top sheet and refastenability for added comfort, protection and odor control.

Code #	Description	Color Code	Packaging	Ship Case
Wings™ Choice Plus Quilted Adult Brief				
66032	Small (20" to 31", 26.5"L)	Peach	12/Clear Bag, 8 Bags/Case	96
66033	Medium (32" to 44")	White	12/Clear Bag, 8 Bags/Case	96
66034	Large (45" to 58")	Blue	12/Clear Bag, 6 Bags/Case	72
66035	X-Large (59" to 64")	Beige	12/Clear Bag, 5 Bags/Case	60

start

Thank You,
 Covidien Customer Service

2/11/2011