



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 1

List View

- General Information**
- Contact
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- Clarification Request

Procurement Folder: 1304705

Procurement Type: Central Master Agreement

Vendor ID: 000000110771

Legal Name: MCKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS LLC

Alias/DBA:

Total Bid: \$0.00

Response Date: 10/30/2023

Response Time: 14.59

Responded By User ID: mooremed

First Name: Proposal

Last Name: Manager

Email: bid@mckesson.com

Phone: 833-343-2700

SO Doc Code: CRFQ

SO Dept: 0613

SO Doc ID: VNF2400000004

Published Date: 10/13/23

Close Date: 10/31/23

Close Time: 13:30

Status: Closed

Solicitation Description: Long Term Care Beds

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1304705  
**Solicitation Description:** Long Term Care Beds  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-10-31 13:30	SR 0613 ESR10302300000002096	1

**VENDOR**  
 000000110771  
 MCKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS LLC

**Solicitation Number:** CRFQ 0613 VNF2400000004  
**Total Bid:** 0  
**Response Date:** 2023-10-30  
**Response Time:** 14:59:32  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Long Term Care Beds	0.00000	EA	994970.650000	0.00

Comm Code	Manufacturer	Specification	Model #
42191800			

**Commodity Line Comments:** Please see the attached pricing sheet with a detailed breakdown of pricing.  
 Delivery: 1-3 days for stock items & 2-4 weeks for non-stock items.

**Extended Description:**

See attached Exhibit "A" Pricing Page to input pricing for bid, as instructed in the Solicitation Documents Specifications Section 5.2 Pricing Page.  
 Long Term Care Beds for the WVVNF

October 30, 2023

**Via Online Submission**

David H. Pauline  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**RE: Bid # CRFQ 0613 VNF2400000004**

Dear Purchasing Department:

McKesson Medical-Surgical Government Solutions LLC (“MMSGs”) is pleased to submit the following response to the State (the “State of West Virginia Veteran’s Nursing Facility”) for Long Term Care Beds.

Please see the attached Exhibit(s) containing MMSGs’s clarifications to the State’s terms and conditions. **If awarded, MMSGs requests award notification be provided to [Government.Bids@McKesson.com](mailto:Government.Bids@McKesson.com).** After completing any needed contract negotiations, please allow a minimum of two weeks prior to the contract start date, whenever possible, to allow for standard steps that may include account number setup, item number setup, and price load. If [Government.Bids@McKesson.com](mailto:Government.Bids@McKesson.com) is not notified of award prior to contract order placement, MMSGs reserves the right to negotiate price effective date.

If I can answer any questions that you may have, please feel free to contact me directly. Thank you for this opportunity and we look forward to doing business with you!

Sincerely,

*Jessica E. Reynolds*

Proposal Specialist  
(612) 730-4361 Direct Dial  
[Government.Bids@McKesson.com](mailto:Government.Bids@McKesson.com)

**Exhibit A**

State of West Virginia Veteran's Nursing Facility  
Bid # CRFQ 0613 VNF2400000004- Long Term Care Beds

Except for the obligation to pay money, MMSGGS will not be liable to the other party for any failure or delay in performance caused by fires, shortage of materials or transportation, epidemics, government acts, acts of God, acts of terrorism, or any other matters beyond the MMSGGS's reasonable control, and such failure or delay will not constitute a material breach of this Agreement. Furthermore, MMSGGS is not a manufacturer of items and therefore is not able to prevent industry-standard supply chain issues such as manufacturer backorders, discontinuations, or allocations due to high demand or short supply. Additionally, MMSGGS will provide the products offered in our proposal unless MMSGGS is contractually prohibited by the manufacturer to provide said products.

**GENERAL TERMS AND CONDITIONS**

MMSGGS does not agree to MMSGGS does not agree to **Section 11 – Liquidated Damages** and the State's ability to impose liquidated damages.

Regarding **Section 22 – Subcontractor Compliance and Page 18**, MMSGGS will not be using subcontractors for the purpose of fulfilling this solicitation. MMSGGS does not consider as subcontractors third party carriers or suppliers engaged for the purpose of providing delivery of products to MMSGGS's customers generally.

MMSGGS does not agree to **Section 28 – Warranty**, but will agree to the following proposed language:

MMSGGS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY MCKESSON MEDICAL-SURGICAL INCLUDING THE WARRANTY OF MERCHANTABILITY OR THE FITNESS FOR ANY PARTICULAR USE OR PURPOSE. THE STATE SHALL LOOK TO THE MANUFACTURER OF PRODUCTS AND THE PROVIDER OF SERVICE FOR ANY WARRANTY THEREON. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF MMSGGS HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING PRODUCTS OR SERVICES NOT SET FORTH IN THE STATE CONTRACT.

Regarding **Section 32 – Sub-contractor Compliance**, please refer to the Sub-Contractor language above in response Section 22 – Subcontractor Compliance.

MMSGGS does not agree with **Section 33 – Antitrust**, and as a company policy, MMSGGS cannot agree to the Antitrust Assignment provision in its entirety, and requests its removal from the State's terms and conditions.

MMSGGS does not agree with **Section 36 – Indemnification**, but will agree to the following proposed language:

MMSGs agrees that it shall indemnify and hold the State harmless from and against any and all losses, costs, damages, claims, suits and/or liabilities (“**Losses**”) incurred by the State as a result of a third-party claim of bodily injury to the extent such Losses are solely caused by MMSGs’s negligence or willful misconduct in the performance of MMSGs’s obligations under the Contract with the State. This indemnity does not extend to any Losses arising out of, resulting from or related to the State’s negligence or willful misconduct.

A party’s right to indemnification is conditioned upon the indemnified party satisfying the following requirements: (a) the indemnified party must promptly notify the indemnifying party of any claim for which indemnification will be sought; (b) the indemnified party must give the indemnifying party control of the defense against the claim (including the right to select counsel and settle or compromise such claim, but the indemnifying party must not agree to a consent decree or similar order binding the indemnified party or to any settlement that specifically apportions fault or liability to the indemnified party without the indemnified party’s prior written consent); and (c) the indemnified party must reasonably cooperate with the indemnifying party’s defense against the claim.

Regarding **Section 40 – Background Check**, no MMSGs employees will be onsite or delivering products in connection with any potential award under this submission. All products provided by MMSGs will be shipped via a third party such as UPS or USPS; therefore, MMSGs presumes this section does not apply to MMSGs under its submission herein. Delivery will be in alignment with the policies of those third parties.

MMSGs requests the removal of **Section 41 – Preference for Use of Domestic Steel Products and Section 42 – Preference for use of Domestic Aluminum, Glass, and Steel** as they are not applicable for the resulting bid/contract.

Since MMSGs’s ultimate parent company is publicly traded, MMSGs does not believe **Section 43 – Interested Party Supplemental Disclosure** is applicable to the resulting bid/contract and requests removal in its entirety.

## **SPECIFICATIONS**

Regarding **Section 4 – Warranty**, please refer to the Sub-Contractor language above in response Section 28 – Warranty.

In addition to the states General Terms and Conditions, MMSGs request the addition of the following language:

### **Limitation of Liability**

In no event will MMSGs be liable to the State under, in connection with, or related to this solicitation for any indirect, incidental, special, punitive, or consequential damages whether or not MMSGs is advised of the possibilities of those damages whether based on breach of contract, warranty, tort, product liability, or otherwise (including lost profits) from any cause.

**Exhibit B**

State of West Virginia Veteran's Nursing Facility  
Bid # CRFQ 0613 VNF2400000004- Long Term Care Beds

MMSGGS does not agree to **Section 8 - Insurance** but will agree to the following proposed changes:

The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. ~~Thirty (30) days prior to the expiration of the insurance policies;~~ Upon completion of annual renewal, Vendor shall provide the Agency with proof that the insurance mandated herein has continued. Vendor ~~shall endeavor must also to~~ provide Agency with thirty (30) dates prior to written immediate notice ~~of any changes in its insurance policy reduction of limits,~~ including but not limited to, policy cancelation, policy reduction, or changes in insurers. ~~The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.~~



**Exhibit C**State of West Virginia Veteran's Nursing Facility  
Bid # CRFQ 0613 VNF2400000004- Long Term Care Beds

In response to bid requirements, below is operational information which describes MMSG's ability to service the State related to this opportunity.

**GENERAL TERMS AND CONDITIONS****Section 6 – Emergency Purchases**

Standard delivery is Monday through Friday excluding holidays. Although a delivery time is not guaranteed, delivery for stock items generally occurs within 1-3 days & non-stock items typically occurs 2-4 weeks after receipt of order.

MMSG distribution centers are available Monday through Friday, excluding holidays, to ship products. Orders received prior to the designated cut-off time will ship the same day or on the location's scheduled shipping day.

- Stocked items for orders shipping to the State received before 1 p.m. local distribution center time will ship the same day or on the location's scheduled shipped day.
- Emergency delivery may be possible if the location is within the scope of a local delivery service. MMSG will work with the State to accommodate emergency order processing requests whenever possible. Order size and time of the day the request is received are factors used in determining if the request can be shipped after the standard cut-off time. The actual price of local delivery is based on a number of factors, such as number of boxes, weight and ship to location. Customer service is available if a freight estimate is needed.

**Section 8.6 – Late Delivery**

Although MMSG does not guarantee a delivery time, delivery for stock items generally occurs within 1-3 days after receipt of order.

**Section 8.8 – Return of Unacceptable Items**

Subject to applicable law, Seller will process returns in accordance with its Return Goods Policy currently in effect, or as otherwise agreed to by Seller and Customer. Seller's current Return Good Policy is as follows:

- All requests for credits for Products must have a return authorization number issued by Seller's customer service department or Seller's automated customer service platform (e.g., McKesson SupplyManager<sup>SM</sup>).
- Seller will issue a full credit for any Product returned due to Seller error (i.e., shipping error, damage in transit) or due to a recall or defective condition.
- The following Products are not eligible for a credit, unless the return is due to Seller error, recall, or defective condition: (i) special order Products; (ii) custom Products; (iii) Products identified as non-returnable in McKesson SupplyManager; (iv) Products not available for general or unrestricted distribution; (v) refrigerated or frozen (cold chain) Products other than certain flu or core vaccines; and (vi) nonsalable Products. Nonsalable Products include, but are not limited to, Products that are open, damaged, below minimum acceptable product dating set by Seller (available at [mms.mckesson.com](http://mms.mckesson.com) on

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the product detail page), hazmat, stickered or labeled, controlled pharmaceuticals, discontinued by the manufacturer, or that contain markings not made by Seller; and

- Seller will issue a credit as follows for McKesson brand products purchased directly from Seller: if returned within 45 days of invoice date – Full amount; if returned after 45 days – No credit. Non-consumable McKesson brand products must be sent back to Seller’s distribution center to be eligible for a credit and are subject to inspection by Seller before credit is issued to Customer. Consumable McKesson brand products should not be sent back to Seller’s distribution center. If a McKesson brand product is not purchased directly from Seller, no return for credit will be honored.
- Seller will issue a credit as follows for all other eligible Products:
  - Products stocked in Seller’s distribution center: if returned within 30 days of invoice date – Full amount; if returned between 30-180 days – Full amount, less a restocking fee per product; if returned after 180 days – No Credit
  - Products NOT stocked in any of Seller’s distribution centers that are less than \$100 – No Credit
  - Products NOT stocked in any of Seller’s distribution centers that are \$100 and greater: if returned within 30 days of invoice date – Full amount, less Seller and vendor restocking fees per product; if returned after 30 days – No Credit

Products stocked in a Seller distribution center and Products NOT stocked in a Seller distribution center that are \$100 and greater must be sent back to Seller to be eligible for a credit and are subject to inspection by Seller before credit is issued to Customer. Credit for Products not stocked in Seller’s distribution center that are greater than \$500 require additional approval by Seller. All other Products should not be sent back to Seller’s distribution center.

### **Section 8.9 – Return due to Agency Error**

Please refer to the Return Policy listed under Section 8.8 – Return of Unacceptable Items



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

State of West Virginia  
 Centralized Request for Quote

**Proc Folder:** 1304705  
**Doc Description:** Long Term Care Beds  
**Proc Type:** Central Master Agreement

**Reason for Modification:**

Date Issued	Solicitation Closes	Solicitation No	Version
2023-10-06	2023-10-24 13:30	CRFQ 0613 VNF2400000004	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :** McKesson Medical-Surgical Government Solutions, LLC  
**Address : 9954**  
**Street :** Mayland Drive,Suite 517  
**City :** Henrico  
**State :** VA **Country :** United States **Zip :** 23233-1464  
**Principal Contact :** Eury Jung  
**Vendor Contact Phone:** (833) 343-2700 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

DocuSigned by:  
  
 Vendor Signature X E1D9945D6D8F4F9...

**FEIN#** 20-2046702

**DATE** 10/30/2023

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division, is soliciting bids on behalf of the WV Veterans Nursing Facility, to establish an open-end contract for Long Term Care Beds per the attached specifications and documentation. See Attached.

**INVOICE TO****SHIP TO**

DIVISION OF VETERANS  
AFFAIRS  
1 FREEDOMS WAY

VETERAN'S NURSING  
FACILITY  
1 FREEDOMS WAY

CLARKSBURG WV  
US

CLARKSBURG WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Long Term Care Beds	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42191800			

**Extended Description:**

See attached Exhibit "A" Pricing Page to input pricing for bid, as instructed in the Solicitation Documents Specifications Section 5.2 Pricing Page.

Long Term Care Beds for the WVVNF

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Vendor Technical Questions Due By 11:00 am., est.	2023-10-11

	Document Phase	Document Description	Page
VNF240000004	Draft	Long Term Care Beds	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: October 11, 2023, at 11:00 am., est.

Submit Questions to: David Pauline, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: david.h.pauline@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: October 24, 2023, at 1:30 pm., est.

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.



**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women- owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wvOASIS* or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of One (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

**One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. 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.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

As described in the specifications

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.



**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

- \_\_\_\_\_ for \_\_\_\_\_.
- Liquidated Damages Contained in the Specifications.
- Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.



**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

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(Name, Title) Eury Jung, Manager, State and Local Proposal Team

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(Printed Name and Title) 9954 Mayland Drive, Suite 5176, Henrico, VA 23233-1464

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(Address) (833) 343-2700 / (800) 944-6667

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(Phone Number) / (Fax Number) Government.CustomerService@McKesson.com

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(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

McKesson Medical-Surgical Government SOLUTIONS, LLC

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(Company)  Eury Jung Proposal Manager

---

(Authorized Signature) (Representative Name, Title) Eury Jung, Manager, State and Local Proposal Team

---

(Printed Name and Title of Authorized Representative)

10/30/2023

---

(Date)

(833) 343-2700 / (800) 944-6667

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(Phone Number) (Fax Number)

REQUEST FOR QUOTATION CRFQ VNF24\*04  
Long Term Care Beds & Accessories

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Veterans Nursing Facility (Agency) to establish an open-end contract for providing Long Term Care Beds and Accessories.

The West Virginia Veterans Nursing Facility is a 120-bed Long-Term Care Facility for Veterans located at One Freedom Way, Clarksburg, WV 26301.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.

**2.1 “Contract Items”** means the list of items identified in Section 3 below and on the pricing pages.

**2.2 “Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

**2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Division of Administrative Services.

**2.4 “Long Term Care (LTC)”** is a range of physical and social services and supports provided to patients who require palliative care and assisted living for an extended period endeavoring to preserve the residents’ quality of life and health as much as possible. Long Term Care Beds are customizable, repositionable, come in different sizes and come with a wide range of accessories.

- 3. MANDATORY REQUIREMENTS:** Contract Items must meet or exceed the mandatory requirements listed below.

**3.1 Med-Mizer Allcare AC-N, or equal, Long Term Care Beds**

**3.1.1** LTC Beds must be manufactured in the USA.

**3.1.2** LTC Beds must be adjustable to no more than 3.7” off the floor at their lowest setting, not including mattress height.

**3.1.3** LTC Beds must be adjustable to no higher than 25” off the floor at their highest setting, not including mattress height.

**3.1.4** Sleep surface width of the LTC beds must be expandable and retractable from 35”, 39”, and 42”.

**REQUEST FOR QUOTATION CRFQ VNF24\*04**  
**Long Term Care Beds & Accessories**

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- 3.1.5** LTC Beds must have extra positioning to narrow the bed down to a maximum of 32” wide with the sidebars attached to allow passage through doorways less than 36” wide.
- 3.1.6** LTC Beds must be 80” in length, expandable to 84” with a 4” extender.
- 3.1.7** LTC Beds must be transformable into an upright Cardiac Chair-type position with the head raised and the legs lowered operational electronically by no more than two (2) push buttons and not require any tools.
- 3.1.8** LTC Beds must have Trendelenburg (legs above head), and Reverse-Trendelenburg (head above legs) position capability, operational electronically by no more than two (2) push buttons and not require any tools.
- 3.1.9** LTC Beds must have a maximum back angle of 64 degrees in the raised position and maximum knee adjustment angle of 37 degrees.
- 3.1.10** LTC Beds must have functionality of simultaneous up and down positioning to reduce shearing, friction, and patient migration/slippage, operational electronically by no more than two (2) push buttons and not require any tools.
- 3.1.11** The bed control box, aka motor, aka actuators, aka drive system, aka electronic package must have at least a five (5) year warranty.
- 3.1.12** LTC Beds must include and be operational electronically by a caregiver’s Control Panel, which must have the following:
  - 3.1.12.1** Must have a digital touch screen
  - 3.1.12.2** Must include digital scale readings
  - 3.1.12.3** Must have the ability to lock out individual functions of the handset
  - 3.1.12.4** Must be lockable
  - 3.1.12.5** Must be located on the footboard of the bed
  - 3.1.12.6** Must sit no further than 2” off the footboard to help prevent residents using wheelchairs or walkers from running into it
  - 3.1.12.7** Must be no bigger than 11” wide x 7” tall and no smaller than 10” wide x 5.5” tall
  - 3.1.12.8** Must have a swivel feature

**REQUEST FOR QUOTATION CRFQ VNF24\*04**  
**Long Term Care Beds & Accessories**

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- 3.1.13** LTC Beds must include and be operational electronically by a pendant style handset for the residents' use. The handset must have a backlight and a minimum of five (5) functions and no more than eight (8) functions.
  - 3.1.14** LTC Beds must have Cherry wood color Headboards and Footboards.
  - 3.1.15** LTC Beds must have four (4) swivel casters to allow rolling at any height level. All four (4) casters must be lockable.
  - 3.1.16** LTC Beds must have wall bumpers welded to the frame at the head section of the bed near the casters. Wall bumpers must have rubber caps and be at least 2.75" long x 1.5" wide and no more than 3" long x 1.75" wide.
  - 3.1.17** LTC Beds must allow full access underneath the frame of the bed.
  - 3.1.18** LTC Beds must be able to accommodate a safety/fall mat as described in Section 3.6 below.
  - 3.1.19** LTC Beds must be trapeze lift compatible as described in Section 3.5 below.
  - 3.1.20** LTC Beds must have a weight capacity of at least 600 pounds.
  - 3.1.21** LTC Beds must have a built-in digital scale to weigh residents.
  - 3.1.22** LTC Beds must include Two (2) Position Side Guards (set of 2).
  - 3.1.23** LTC Beds must have a battery backup system with a minimum run-time of at least thirty (30) full cycles.
- 3.2 Med-Mizer Elite MM50084, or equal, Mattresses for Long Term Care Beds**
- 3.2.1** Mattress for LTC beds must have multiple layers of pressure relieving memory foam infused with gel.
  - 3.2.2** Mattresses for LTC beds must provide enhanced breathability and heat management material to dissipate heat and minimize perspiration.
  - 3.2.3** Mattresses for LTC beds must provide a 30-degree heel slope section.
  - 3.2.4** Mattresses for LTC beds must have a weight capacity of at least 450 lbs.

REQUEST FOR QUOTATION CRFQ VNF24\*04  
**Long Term Care Beds & Accessories**

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**3.2.5** Mattresses for LTC Beds must be available in the following sizes:

**3.2.5.1** 35" wide x 6" deep x 84" long

**3.2.5.2** 39" wide x 6" deep x 84" long

**3.2.5.3** 42" wide x 6" deep x 84" long

**3.2.5.4** 35" wide x 6" deep x 80" long

**3.2.5.5** 39" wide x 6" deep x 80" long

**3.2.5.6** 42" wide x 6" deep x 80" long

**3.2.6** Mattresses for LTC beds must measure at least 6" thick.

**3.2.7** Mattresses for LTC beds must include a mattress cover that is antimicrobial and hypoallergenic with welded seams to prevent fluid ingress.

**3.2.8** The mattress cover must be machine washable and machine dryable.

**3.2.9** Mattresses must meet all federal and state fire retardant rules and regulations for a WV Long-Term Care Facility.

**3.3 Med-Mizer Allcare EX8000-N, or equal, Bariatric Long Term Care Beds**

**3.3.1** Bariatric LTC Beds must have **all** the same specifications as the LTC Beds above in Section 3.1 above, except the following:

**3.3.2** The sleep surface width of the Bariatric LTC beds must be expandable and retractable from 35", 39", 42" and 48".

**3.3.3** Bariatric LTC Beds must include and be operational electronically by a pendant style handset for the residents' use. The handset must have a backlight and a minimum of six (6) functions and no more than eight (8) functions.

**3.3.4** Bariatric LTC Beds must have a weight capacity of at least 800 pounds.

**3.3.5** Section 3.1.5 does not apply to the Bariatric LTC Beds.

**3.4 Med-Mizer MM6004880, or equal, Bariatric Mattresses for Bariatric LTC Beds**

**3.4.1** Bariatric Mattresses for Bariatric LTC Beds must have **all** the same specifications as the Mattresses for LTC Beds above in Section 3.2, except the following:

**3.4.2** Bariatric Mattresses for Bariatric LTC Beds must have a weight capacity of at least 1000 pounds.

REQUEST FOR QUOTATION CRFQ VNF24\*04  
**Long Term Care Beds & Accessories**

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**3.4.3** Bariatric Mattresses for Bariatric LTC Beds must be available in the following sizes:

**3.4.3.1** 35" wide x 6" deep x 84" long

**3.4.3.2** 39" wide x 6" deep x 84" long

**3.4.3.3** 42" wide x 6" deep x 84" long

**3.4.3.4** 48" wide x 6" deep x 84" long

**3.4.3.5** 35" wide x 6" deep x 80" long

**3.4.3.6** 39" wide x 6" deep x 80" long

**3.4.3.7** 42" wide x 6" deep x 80" long

**3.4.3.8** 48" wide x 6" deep x 80" long

**3.5 Optional Trapeze Lifts, Med-mizer BATRAP, or equal**

3.5.1 Beds must have an optional Trapeze Lift that is compatible with the bed.

3.5.2 Must be attachable by at least two (2) bolts, at least one (1) at the head and one (1) at the foot section of the frame

3.5.3 Must have a weight capacity of at least 250 pounds

3.5.4 Must have an adjustable height grab handle

3.5.5 Must fit bed at any expandable width

**3.6 Optional Allcare Safety (Fall) Mat, Med-mizer ACSM-R2, or equal**

3.6.1 Size must equal 10" thick x 30" wide x 76" long to create an even plane when butted up next to the bed

3.6.2 Must be made of gel infused visco elastic memory foam.

3.6.3 Must be foldable (bi-fold)

3.6.4 Must include a replaceable cover

3.6.5 Must be anti-skid on the bottom of the cover

**3.7 Optional Replacement Cover for Fall Mat**

3.7.1 An optional replaceable cover must be available for purchase for the fall matts

3.7.2 Cover must fit the quoted fall mat snugly without any material overhang

3.7.3 Cover must include an anti-skid material covering at least 60% of the bottom of the matt to prevent it from sliding on the floor.

**3.8 Optional Mattress Bolster**

REQUEST FOR QUOTATION CRFQ VNF24\*04  
**Long Term Care Beds & Accessories**

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3.8.1 Optional mattress bolsters must be available in the following sizes:

3.8.1.1 3” wide x 84” long x 6” thick

3.8.1.2 3” wide x 80” long x 6” thick

**3.9 Optional ambient lighting. Beds must have the option of ambient lighting with the following:**

3.9.1 Must be located on the underneath side of the bed and illuminate the floor next to the sides of the bed

3.9.2 Must be at least two (2), no more than three (3), LED lights

3.9.3 Must be operational electronically from the handset

3.9.4 Must provide between 10-20 lumens of light

3.9.5 Must have the option of USB charging attachable to the head section of the sleep deck on either side.

**3.10 Optional bed controls**

3.10.1 Beds must have the option of embedded bed controls in a head rail

3.10.2 Beds must have the option of embedded bed controls in an assist bar

**3.11 Optional Rails and Assist Bars**

3.11.1 Beds must have the option of a Side Rail Set, 2 position

3.11.2 Beds must have the option of a Side Rail Set, 2 position, Extended Height 19”.

3.11.3 Beds must have the option of a Pivoting Assist Bar Set, optional

3.11.4 Beds must have the option of a Pivoting Assist Bar with SoftTouch Set, optional.

**3.12 Handset, replacement**

3.12.1 Vendors must be able to supply replacement handsets that match exactly the handsets originally supplied with the bed.

3.12.2 The handset for LTC Bed must be a pendant style handset for the residents’ use. The handset must have a backlight and a minimum of five (5) functions and no more than eight (8) functions.

REQUEST FOR QUOTATION CRFQ VNF24\*04  
**Long Term Care Beds & Accessories**

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3.12.3 The handset for Bariatric LTC Beds must be a pendant style handset for the residents' use. The handset must have a backlight and a minimum of six (6) functions and no more than eight (8) functions.

**3.13 Cord, replacement**

3.13.1 Vendors must be able to supply replacement cords that match the specifications of the cord originally supplied with the bed.

3.13.2 Cord must be compatible with the bed.

**3.14 Casters, replacement**

3.14.1 Vendors must be able to supply replacement casters that match the specifications of the casters originally supplied with the bed.

3.14.2 Casters must swivel and be lockable.

**4. WARRANTY:**

4.1 Vendor must warrant that all products will be free from defects in materials and workmanship under normal use and that the equipment will perform in accordance with the equipment specifications for at least twelve (12) months from date of delivery.

4.2 All Beds must have, at a minimum, the following warranties:

4.2.1 Lifetime warranty on welds

4.2.2 Fifteen (15) years warranty on the bed frame

4.2.3 Five (5) years warranty on the motor/drive system

4.2.4 One (1) year warranty on the Control Unit, Handsets, Casters, wood products

4.3 All warranty repairs performed at the Agency must be between 8 a.m. and 4 p.m. Monday through Friday.

**5. CONTRACT AWARD:** This Contract will be awarded to the Vendor meeting the required specifications that provides the lowest Total Cost on the Pricing Pages.

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Items. The contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. Vendor must be able to meet the delivery requirements as outlined in the Specifications.



REQUEST FOR QUOTATION CRFQ VNF24\*04  
Long Term Care Beds & Accessories

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- 5.2 Pricing Page:** Vendor should complete the Pricing Pages by inserting the requested information in the appropriate location and performing the calculations necessary to arrive at a total cost. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain an estimated quantity of Contract Items. The estimates represent an amount that will be utilized for evaluation purposes only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding anything contained herein, the Purchasing Division may correct errors on the Pricing Pages. Vendors are **strongly encouraged** to complete the Pricing Pages electronically in Microsoft Excel to reduce errors. The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

**6. ORDERING:**

- 6.1** After award of this contract, Agency shall then issue Agency Delivery Orders (ADO) by regular mail, facsimile, email or any other written form of communication.
- 6.2** Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agency may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and items to conform to the Pricing Pages submitted with this RFQ. Vendor shall ensure that its on-line ordering is properly secured prior to processing Agency orders on-line.
- 6.3** Vendor is not permitted to provide any Contract Items not identified in an Agency Delivery Order.

**7. PAYMENT:**

- 7.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**8. DELIVERY AND RETURN:**

- 8.1 Shipment and Delivery:** Vendor **MUST** work with the Agency on shipment and delivery of all Contract Items ordered on or before April 1, 2024. The Agency can only accept small deliveries, estimated at 30 beds per month,

REQUEST FOR QUOTATION CRFQ VNF24\*04  
Long Term Care Beds & Accessories

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while adhering to the deadline of May 31, 2024, for completion of all deliveries.

8.2 Contract Item(s) must be delivered to Agency at One Freedom Way, Clarksburg, WV 26301.

8.3 Beds must arrive fully assembled. No assembly other than attachment of head/foot boards may occur at the Agency's location.

8.4 Vendor must have the capability to deliver a minimum of (30) thirty beds to the Agency in any given month **while adhering to the deadline of May 31, 2024, for completion of all deliveries of Contract Items ordered on or before April 1, 2024.**

8.5 **FOR ALL ORDERS PLACED BY THE AGENCY UP TO AND INCLUDING APRIL 1, 2024, VENDOR MUST ADHERE TO THE FOLLOWING:**

8.5.1 **ALL ORDERS FOR CONTRACT ITEMS ORDERED ON OR BEFORE APRIL 1, 2024, MUST BE DELIVERED NO LATER THAN MAY 31, 2024.**

8.5.2 **ALL INVOICES FOR DELIVERED CONTRACT ITEMS ORDERED ON OR BEFORE APRIL 1, 2024, MUST BE DELIVERED NO LATER THAN JUNE 10, 2024.**

8.6 **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Item will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Item from a third party.

Any Agency seeking to obtain the Contract Item from a third party under this provision must first obtain approval of the Purchasing Division.

8.7 **Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location. **No freight or fuel charges will be paid separately.**

8.8 **Return of Unacceptable Items:** If the Agency deems the Contract Item(s) to be unacceptable, the Contract Item(s) shall be returned to Vendor at Vendor's expense and with no restocking charge. The vendor shall make arrangements for the return within five (5) days of being notified that the item is unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery

REQUEST FOR QUOTATION CRFQ VNF24\*04  
**Long Term Care Beds & Accessories**

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expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive full credit or refund for the purchase price, at the Agency's discretion.

- 8.9 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**9. VENDOR DEFAULT:**

- 9.1** The following shall be considered a vendor default under this Contract.
- 9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
  - 9.1.2 Failure to comply with other specifications and requirements contained herein.
  - 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 9.1.4 Failure to remedy deficient performance upon request.
- 9.2** The following remedies shall be available to Agency upon default.
- 9.2.1 Immediate cancellation of the Contract.
  - 9.2.2 Immediate cancellation of one or more release orders issued under this Contract.
  - 9.2.3 Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

- 10.1 CONTRACT MANAGER:** Vendor must designate and maintain a primary manager responsible for overseeing Vendor's responsibilities under the contract. The manager must be available during normal business hours to address any customer service or other issues related to the contract and/or purchase orders.

REQUEST FOR QUOTATION CRFQ VNF24\*04  
Long Term Care Beds & Accessories

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Vendor Name McKesson Medical-Surgical Government Solutions, LLC

Contract Manager Eury Jung

Telephone Number (833) 343-2700

Fax Number (800) 944-667

Email Address Government.CustomerService@McKesson.com



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

State of West Virginia  
 Centralized Request for Quote

**Proc Folder:** 1304705  
**Doc Description:** Long Term Care Beds  
**Reason for Modification:** Addendum No. 1  
**Proc Type:** Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2023-10-11	2023-10-24 13:30	CRFQ 0613 VNF2400000004	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :** McKesson Medical-Surgical Government Solutions, LLC  
**Address :** 9954  
**Street :** Mayland Drive, Suite 5176  
**City :** Henrico  
**State :** VA **Country :** Henrico **Zip :** 23233-1464  
**Principal Contact :** Eury Jung  
**Vendor Contact Phone:** (833) 343-2700 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

DocuSigned by:  
  
 Vendor Signature X E1D9945D6D8F4F9...

**FEIN#** 20-2046702

**DATE** 10/30/2023

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

Addendum No. 1

To provide responses to Vendor Technical Questions, see attached.

Bid opening remains October 24, 2023, at 1:30 pm., est.

No other changes.

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY	
CLARKSBURG US	WV	CLARKSBURG US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Long Term Care Beds	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42191800			

**Extended Description:**

See attached Exhibit "A" Pricing Page to input pricing for bid, as instructed in the Solicitation Documents Specifications Section 5.2 Pricing Page.

Long Term Care Beds for the WVVNF

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., est.	2023-10-11

**SOLICITATION NUMBER: CRFQ VNF2400000004**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as CRFQ VNF2400000004 to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time.
- Modify specifications of product or service being sought.
- To respond to technical questions
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Additional Documentation:**

- 1. To respond to vendor technical questions, see attached.**
- 2. Bid opening date and time remains October 24, 2023, at 1:30 pm., est.**
- 4. No other changes.**

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

## **CRFQ VNF24\*04 Responses to Vendor Technical Questions**

### **WV Veterans Nursing Facility**

#### **Long Term Care Beds & Accessories**

**Q:** Do the vendors have to quote all? Or can we quote just what we can?

**A:** Vendor must quote all items.

**Q:** The contract says one (1) year but ends on May 31, 2024, is that correct?

**A:** No. This will be an open-end contract for one year with 3 optional renewals years.



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ VNF2400000004**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

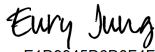
**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |                                     |                |                          |                 |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6  |
| <input type="checkbox"/>            | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7  |
| <input type="checkbox"/>            | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8  |
| <input type="checkbox"/>            | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9  |
| <input type="checkbox"/>            | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

McKesson Medical-Surgical Government Solutions LLC

DocuSigned by: Company  
  
E1D9945D6D8F4F9...

Authorized Signature

10/30/2023

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



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

State of West Virginia  
 Centralized Request for Quote

<b>Proc Folder:</b> 1304705		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Long Term Care Beds		Addendum No. 1	
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-10-11	2023-10-24 13:30	CRFQ 0613 VNF2400000004	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :** McKesson Medical-Surgical Government Solutions LLC  
**Address :**  
**Street :** 9954 Mayland Drive, Suite 5176  
**City :** Henrico  
**State :** VA **Country :** United States **Zip :** 23233-1464  
**Principal Contact :** Eury Jung  
**Vendor Contact Phone:** (833) 343-2700 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

DocuSigned by:  
  
**Vendor Signature X** **FEIN#** 20-2046702 **DATE** 10/30/2023  
E1D9945D0D8F4F9...

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

Addendum No. 1

To provide responses to Vendor Technical Questions, see attached.

Bid opening remains October 24, 2023, at 1:30 pm., est.

No other changes.

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY	
CLARKSBURG US	WV	CLARKSBURG US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Long Term Care Beds	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42191800			

**Extended Description:**

See attached Exhibit "A" Pricing Page to input pricing for bid, as instructed in the Solicitation Documents Specifications Section 5.2 Pricing Page.

Long Term Care Beds for the WVVNF

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., est.	2023-10-11

	Document Phase	Document Description	Page
VNF240000004	Final	Long Term Care Beds	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

State of West Virginia  
 Centralized Request for Quote

**Proc Folder:** 1304705  
**Doc Description:** Long Term Care Beds  
**Reason for Modification:** Addendum No. 2  
**Proc Type:** Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2023-10-13	2023-10-31 13:30	CRFQ 0613 VNF2400000004	3

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :** McKesson Medical-Surgical Government Solutions, LLC  
**Address :**  
**Street :** 9954 Mayland Drive, Suite 5176  
**City :** Henrico  
**State :** VA **Country :** United States **Zip :** 23233-1464  
**Principal Contact :** Eury Jung  
**Vendor Contact Phone:** (833) 343-2700 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

DocuSigned by:  
  
 Vendor Signature X **FEIN#** 20-2046702 **DATE** 10/30/2023  
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All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

Addendum No. 2

To provide responses to additional Vendor Technical Questions, see attached.

To make correction to Terms and Conditions: Section 8 regarding Insurance requirements, see attached.

To move bid opening date and time to October 31, 2023, at 1:30 pm., est.

No other changes.

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY	
CLARKSBURG US	WV	CLARKSBURG US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Long Term Care Beds	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42191800			

**Extended Description:**

See attached Exhibit "A" Pricing Page to input pricing for bid, as instructed in the Solicitation Documents Specifications Section 5.2 Pricing Page.

Long Term Care Beds for the WVVNF

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Vendor Technical Questions Due By 11:00 am., est.	2023-10-11

**SOLICITATION NUMBER: CRFQ VNF2400000004**  
**Addendum Number: 2**

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The purpose of this addendum is to modify the solicitation identified as CRFQ VNF2400000004 to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time.
- Modify specifications of product or service being sought.
- To respond to technical questions
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Additional Documentation:**

- 1. To respond to vendor technical questions, see attached.**
- 2. To correct Terms and Conditions section 8 Insurance requirements, see attached.**
- 2. To move bid opening date and time October 31, 2023, at 1:30 pm., est.**
- 4. No other changes.**

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# CRFQ VNF24\*04 Long-Term Care Beds

## Responses to vendor technical questions.

Q1) Will the State of West Virginia agree to a scanned version of the required bid bond?

A1) Bid Bond not required for this solicitation

Q1) Upon review, if there are bid terms and conditions Vendor may not be able to agree to, will the State of West Virginia allow Vendor to include clarifications or exceptions as part of its bid submission?

A2) No.

Q3) Specifically, if there are insurance requirements that Vendor may not be able to agree to will State of West Virginia consider exceptions to insurance terms and conditions?

A3) The State of West Virginia requires Commercial General Liability coverage of \$1,000,000.00 and Automobile Liability Insurance for \$100,000.00. There was a mistake made in the original CRFQ Solicitation Documents and it is being corrected via the Addendum No. 2

*8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.*

*Vendor must maintain:*

*[X] Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.*

*[X] Automobile Liability Insurance in at least an amount of: \$100,000.00 per occurrence.*

*Note: Automobile Liability Insurance may be waived if Vendor will be using a third party delivery service to drop ship the Long Term Care Beds and stipulates Vendor and/or Vendor's Employees will NOT be driving onto Agency property for any reason .*

Q4) Will the resulting contract from this solicitation be federally funded in whole or in part?

A4) No.



Q5) Does the State of West Virginia consider electronic signatures to be valid "original" signatures (i.e.: DocuSign)?

A5) Yes, and by submitting a bid through wvOasis once you submit your bid that is your agreement certifying and accepting all Terms and Conditions of the Solicitation.

Q6) Can State of West Virginia please provide vendors with the most recent bid tabulation for awarded pricing and Unit of Measure for the items in the current bid?

A6) There was no previous solicitation for these units.

Q7) Will the State of West Virginia provide MFG # for each item?

A7) Any known manufacturer numbers are in the specifications.

Q8) Are renewals available?

A9) Yes, see General Terms & Conditions if both parties agree to the renewal.

Q10) If there are renewal terms available, are they at the sole discretion of State of Virginia or by mutual consent of State of Virginia and Vendor?

A10) Both parties must agree and be documented.

Q11) Are price increases permitted? If so, at what frequency?

A11) No.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ VNF240000004**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

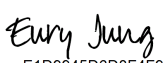
**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |                                     |                |                          |                 |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6  |
| <input checked="" type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7  |
| <input type="checkbox"/>            | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8  |
| <input type="checkbox"/>            | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9  |
| <input type="checkbox"/>            | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

McKesson Medical-Surgical Government Solutions, LLC

DocuSigned by: Company  
  
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Authorized Signature

10/30/2023

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

**EXHIBIT A  
PRICING PAGE  
LONG TERM CARE BEDS AND ACCESSORIES**

Item Number	Item Description	Manufacturer, Make, Model # (Vendor to list here)	Price Each	*Est. Qty	Extended Price
3.1	<b>Long Term Care bed</b>	AC-N	2,183.70	120	\$ 262,044.00
	Headboard and Footboard	#6882	140.22	240	\$ 33,652.80
	Control Panel	ACT-s	1,956.52	120	\$ 234,782.40
	4" Bed Extender	BEX-AC	251.09	120	\$ 30,130.80
	Battery Backup	ACBATT	214.13	120	\$ 25,695.60
3.2	<b>Mattresses for LTC beds</b>				
	35" wide x 6" deep x 84" long	MM50084	325.00	120	\$ 39,000.00
	39" wide x 6" deep x 84" long	MM5003984	352.17	120	\$ 42,260.40
	42" wide x 6" deep x 84" long	MM5004284	395.65	120	\$ 47,478.00
	35" wide x 6" deep x 80" long	MM50080	314.13	120	\$ 37,695.60
	39" wide x 6" deep x 80" long	MM50039	325.00	120	\$ 39,000.00
	42" wide x 6" deep x 80" long	MM50042	378.26	120	\$ 45,391.20
3.3	<b>LTC Bariatric Bed</b>	EX8000	3,506.52	10	\$ 35,065.20
	Headboard and Footboard	#6533	84.78	20	\$ 1,695.60
	Control Panel	act-s	1,956.52	10	\$ 19,565.20
	4" Extender	BABEX	251.09	10	\$ 2,510.90
	Battery Backup	BABATT	204.35	10	\$ 2,043.50
3.4	<b>Mattresses for LTC Bariatric beds</b>				
	35" wide x 6" deep x 84" long	MM50084	325.00	10	\$ 3,250.00
	39" wide x 6" deep x 84" long	MM5003984	352.17	10	\$ 3,521.70
	42" wide x 6" deep x 84" long	MM5004284	395.65	10	\$ 3,956.50
	48" wide x 6" deep x 84" long	MM6004884	484.78	10	\$ 4,847.80
	35" wide x 6" deep x 80" long	MM50080	314.13	10	\$ 3,141.30
	39" wide x 6" deep x 80" long	MM50039	325.00	10	\$ 3,250.00
	42" wide x 6" deep x 80" long	MM50042	379.35	10	\$ 3,793.50
	48" wide x 6" deep x 80" long	MM6004880	468.48	10	\$ 4,684.80
3.5	<b>Trapeze Lift</b>	BATRAP	422.83	25	\$ 10,570.75
3.6	<b>Safety Mat</b>	ACSM	303.26	50	\$ 15,163.00
3.7	<b>Safety Mat replacement cover</b>	#7024	111.96	10	\$ 1,119.60
<b>Page 1 Subtotal:</b>					<b>\$ 955,310.15</b>

\* Quantities are Estimates only and not a guarantee of purchase.



DocuSigned by:

**SIGNATURE:**

*Eunyoung Jung*

Date: 10/30/2023

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# McKESSON

Mckesson Medical-Surgical Government Solutions LLC

<b>Quote Name:</b>	WV VETERANS NURSING MEDMIZER BEDS QUOTE #51331
<b>Quote Number:</b>	QUOTE #51331
<b>Customer Name:</b>	WV VETERANS NURSING FACILITY BULK
<b>Customer Number:</b>	20115227
<b>Effective From:</b>	10/17/2023
<b>Expires On:</b>	11/17/2023
<b>Address</b>	
<b>Total Items:</b>	

**ANNE CRENSHAW**  
 EQUIPMENT SPECIALIST  
 P: 804-956-6118  
 E: anne.crenshaw@mckesson.com

MCK Item Number	Item Description	Vendor Name	VENDOR Catalog Number	Qty	UOM	Case/Pack	Product Category	McK Cross	Usage 3 Mo	Final Price	Extended Price
	<b>Long Term Care Beds</b> AllCare Bed Hi-Low 3.6 to 25, 600lb capacity, 80/84 grid sleep surface, function trendelenburg backlit pendant with one button chair, 4 swivel casters, therapeutic foot rack, wall bumper system HI/LOW MOB FL	MEDMIZER	AC-N	120	EA	EA	EQUIPMENT			\$2,183.70	\$262,044.00
	SHAKER STYLE BOARD CHERRY ALL CARE, 25.25 X 35.75	MEDMIZER	6882	240	EA	EA	EQUIPMENT			\$140.22	\$33,652.80
	AllCare Footend Touch Screen, Lockout and Trend Standard	MEDMIZER	ACT-S	120	EA	EA	EQUIPMENT			\$1,956.52	\$234,782.40
	allcare 4 Inch Length Extender	MEDMIZER	BEX-AC	120	EA	EA	EQUIPMENT			\$251.09	\$30,130.80
	Allcare Battery Backup	MEDMIZER	ACBATT-N	120	EA	EA	EQUIPMENT			\$214.13	\$25,695.60
	<b>Mattresses for LTC beds</b>		MM50084								
	35" wide x 6" deep x 84" long	MEDMIZER		120	EA	EA	EQUIPMENT			\$325.00	\$39,000.00
	39" wide x 6" deep x 84" long	MEDMIZER	MM5003984	120	EA	EA	EQUIPMENT			\$352.17	\$42,260.40
	42" wide x 6" deep x 84" long	MEDMIZER	MM5004284	120	EA	EA	EQUIPMENT			\$395.65	\$47,478.00
	35" wide x 6" deep x 80" long	MEDMIZER	MM50080	120	EA	EA	EQUIPMENT			\$314.13	\$37,695.60
	39" wide x 6" deep x 80" long	MEDMIZER	MM50039	120	EA	EA	EQUIPMENT			\$325.00	\$39,000.00
	42" wide x 6" deep x 80" long	MEDMIZER	MM50042	120	EA	EA	EQUIPMENT			\$378.26	\$45,391.20
	<b>LTC Bariatric Bed</b>	MEDMIZER	EX8000-N	10	EA	EA	EQUIPMENT			\$3,506.52	\$35,065.20
	Headboard and Footboard	MEDMIZER	#6533	20	EA	EA	EQUIPMENT			\$84.78	\$1,695.60
	Control Panel	MEDMIZER	act-s	10	EA	EA	EQUIPMENT			\$1,956.52	\$19,565.20
	4" Extender	MEDMIZER	BABEX	10	EA	EA	EQUIPMENT			\$251.09	\$2,510.90
	Battery Backup	MEDMIZER	BABATT-N	10	EA	EA	EQUIPMENT			\$204.35	\$2,043.50
	<b>Mattresses for LTC Bariatric beds</b>		MM50084								
	35" wide x 6" deep x 84" long	MEDMIZER		10	EA	EA	EQUIPMENT			\$325.00	\$3,250.00
	39" wide x 6" deep x 84" long	MEDMIZER	MM5003984	10	EA	EA	EQUIPMENT			\$352.17	\$3,521.70
	42" wide x 6" deep x 84" long	MEDMIZER	MM5004284	10	EA	EA	EQUIPMENT			\$395.65	\$3,956.50
	48" wide x 6" deep x 84" long	MEDMIZER	MM6004884	10	EA	EA	EQUIPMENT			\$484.78	\$4,847.80
	35" wide x 6" deep x 80" long	MEDMIZER	MM50080	10	EA	EA	EQUIPMENT			\$314.13	\$3,141.30
	39" wide x 6" deep x 80" long	MEDMIZER	MM50039	10	EA	EA	EQUIPMENT			\$325.00	\$3,250.00
	42" wide x 6" deep x 80" long	MEDMIZER	MM50042	10	EA	EA	EQUIPMENT			\$379.35	\$3,793.50
	48" wide x 6" deep x 80" long	MEDMIZER	MM6004880	10	EA	EA	EQUIPMENT			\$468.48	\$4,684.80
	<b>Trapeze Lift</b>	MEDMIZER	BATRAP	25	EA	EA	EQUIPMENT			\$422.83	\$10,570.75
	<b>Safety Mat</b>	MEDMIZER	ACSM	50	EA	EA	EQUIPMENT			\$303.26	\$15,163.00
	<b>Safety Mat replacement cover</b>	MEDMIZER	#7024	10	EA	EA	EQUIPMENT			\$111.96	\$1,119.60

<b>Mattress Bolster</b>												
3" wide x 6" deep x 80" long	MEDMIZER	MATTEXT380	10	EA	EA	EQUIPMENT				\$114.13	\$1,141.30	
3" wide x 6" deep x 84" long	MEDMIZER	MATTEXT384	10	EA	EA	EQUIPMENT				\$105.43	\$1,054.30	
<b>Ambient lighting</b>	MEDMIZER	UBL	120	EA	EA	EQUIPMENT				\$143.48	\$17,217.60	
<b>Embedded bed controls</b>												
Embedded in head rail	MEDMIZER	UD3AC	10	EA	EA	EQUIPMENT				\$450.00	\$4,500.00	
Embedded in assist bar	MEDMIZER	AB3C	10	EA	EA	EQUIPMENT				\$379.35	\$3,793.50	
<b>Rails and Assist Bars</b>												
Side Rail Set, 2 position	MEDMIZER	UD	10	EA	EA	EQUIPMENT				\$232.61	\$2,326.10	
Side Rail Set, 2 position, Ext. Height	MEDMIZER	UD-H	10	EA	EA	EQUIPMENT				\$307.61	\$3,076.10	
Pivoting Assist Bar Set	MEDMIZER	ASRL-PL;ASRL-PR	10	EA	EA	EQUIPMENT				\$98.91	\$989.10	
Pivoting Assist Bar with SoftTouch Set	MEDMIZER	ASRL-STL;ASRL-STR	10	EA	EA	EQUIPMENT				\$133.70	\$1,337.00	
<b>Handset replacement</b>	MEDMIZER	#6956	20	EA	EA	EQUIPMENT				\$170.65	\$3,413.00	
<b>Cord replacement</b>	MEDMIZER	#6201	10	EA	EA	EQUIPMENT				\$34.78	\$347.80	
<b>Caster replacement, locking</b>	MEDMIZER	#7390	10	EA	EA	EQUIPMENT				\$46.47	\$464.70	

<b>Additional Freight:</b>	\$0.00
<b>Estimated Taxes:</b>	\$0.00
<b>Quote Total:</b>	\$994,970.65

**Important Notice:**

- Any delivery requirements in the original quote request are subject to product availability
- Unless GPO eligibility was provided by customer to the McKesson sales representative, this quote is not based on GPO pricing
- Quote valid for 30 days
- Equipment items may require a 4-6 week lead time unless a specific timeframe is specified
- Drop-ship items ship directly from vendor. Additional fees may be applied at the discretion of the manufacturer.
- To place an order based on this quote, please reply to your Account Manager
- Large PPE order and Covid Test Kits are not eligible for return, unless such return is the result of a recall or defective condition.
- The pricing provided is contingent on standard commercial shipping, labeling, and marking requirements within the continental United States
- Product availability is based on inventory at the time of order and subject to restrictions imposed by manufacturers
- Except for the obligation to pay money, McKesson will not be liable to the other party for any failure or delay in performance caused by fires, shortage of materials or transportation, epidemics, government acts, acts of God, acts of terrorism, or any other matters beyond the McKesson's reasonable control, and such failure or delay will not constitute a material breach of this Agreement. Furthermore, McKesson is not a manufacturer of items and therefore is not able to prevent industry-standard supply chain issues such as manufacturer backorders, discontinuations, or allocations due to high demand or short supply. Additionally, McKesson will provide the products offered in our quote unless McKesson is contractually prohibited by the manufacturer to provide said products.

# State of West Virginia



## Certificate

*I, Mac Warner, Secretary of State of the State of West Virginia, hereby certify that*

**MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS LLC**

was duly authorized under the laws of this state to transact business in West Virginia as a foreign limited liability company on February 17, 2014.

The company is filed as an at-will company, for an indefinite period.

I further certify that the company has not been revoked or administratively dissolved by the State of West Virginia nor has the West Virginia Secretary of State issued a Certificate of Cancellation or Termination to the company.

Accordingly, I hereby issue this Certificate of Authorization

## CERTIFICATE OF AUTHORIZATION

Validation ID:6WV5Y\_QRJYT



*Given under my hand and the  
Great Seal of the State of  
West Virginia on this day of*

*October 18, 2023*

*Mac Warner*

*Secretary of State*