



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

State of West Virginia  
**Master Agreement**

Order Date: 01-03-2024

CORRECT ORDER NUMBER MUST  
 APPEAR ON ALL PACKAGES, INVOICES,  
 AND SHIPPING PAPERS. QUESTIONS  
 CONCERNING THIS ORDER SHOULD BE  
 DIRECTED TO THE DEPARTMENT  
 CONTACT.

Order Number:	CMA 0613 9905 VNF2400000004 1	Procurement Folder:	1304705
Document Name:	Long Term Care Beds	Reason for Modification:	
Document Description:	Long Term Care Beds		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2024-01-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2024-12-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000110771 MCKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS LLC 9954 MAYLAND DR STE 5176  HENRICO VA 23233 US Vendor Contact Phone: 999-999-9999 Extension:	Requestor Name: Michael A Clevenger Requestor Phone: 304-626-1600 Requestor Email: michael.a.clevenger@wv.gov																				
<b>Discount Details:</b> <table border="1"> <thead> <tr> <th></th> <th>Discount Allowed</th> <th>Discount Percentage</th> <th>Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>No</td> <td>0.0000</td> <td>0</td> </tr> <tr> <td>#2</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#3</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td>No</td> <td></td> <td></td> </tr> </tbody> </table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			<div style="font-size: 48pt; font-weight: bold;">24</div> <div style="font-weight: bold;">FILE LOCATION _____</div>
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY  CLARKSBURG WV 26301 US	VETERAN'S NURSING FACILITY 1 FREEDOMS WAY  CLARKSBURG WV 26301 US

14-224 GC

Total Order Amount:	Open End
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Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION  
 DATE: *Tara H* 1/5/2024  
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM  
 DATE: *John S. Gray*  
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION  
 DATE: *Shelley* 1-5-24  
 ELECTRONIC SIGNATURE ON FILE

1/5/2024

**Extended Description:**

The Vendor, McKesson Medical Surgical Government Solutions, LLC, agrees to enter with the West Virginia Veterans Nursing Facility of Clarksburg, into an open-end contract to provide long-term care beds and accessories, per the specifications, terms and conditions, bid requirements, Addendum No. 1 issued 10/11/2023, Addendum No. 2 issued 10/13/2023, and the Vendor's submitted and accepted bid dated 10/30/2023 incorporated herein by reference and made apart hereof.

Pricing attached as Exhibit A.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	42191800			EA	0.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Long Term Care Beds

**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 WVNF

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

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## 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 of 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.

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

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

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

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

(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

(Company)  Eury Jung Proposal Manager  
E1D9945D6D8F4F9...

(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

(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



**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 WAYVETERAN'S NURSING  
FACILITY  
1 FREEDOMS WAYCLARKSBURG WV  
USCLARKSBURG 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 WVNF

**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.





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. 2	
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
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 :**

**Address :**

**Street :**

**City :**

**State :** **Country :** **Zip :**

**Principal Contact :**

**Vendor Contact Phone:** **Extension:**

**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

**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 WAYVETERAN'S NURSING  
FACILITY  
1 FREEDOMS WAYCLARKSBURG WV  
USCLARKSBURG 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 WVNCF

**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: 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:  
*Erny Jung*  
E1D8945D8D8F4E9..

Company  
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		
	Headboard and Footboard	#6882	140.22		
	Control Panel	ACT-s	1,956.52		
	4" Bed Extender	BEX-AC	251.09		
	Battery Backup	ACBATT	214.13		
3.2	<b>Mattresses for LTC beds</b>				
	35" wide x 6" deep x 84" long	MM50084	325.00		
	39" wide x 6" deep x 84" long	MM5003984	352.17		
	42" wide x 6" deep x 84" long	MM5004284	395.65		
	35" wide x 6" deep x 80" long	MM50080	314.13		
	39" wide x 6" deep x 80" long	MM50039	325.00		
	42" wide x 6" deep x 80" long	MM50042	378.26		
3.3	<b>LTC Bariatric Bed</b>	EX8000	3,506.52		
	Headboard and Footboard	#6533	84.78		
	Control Panel	act-s	1,956.52		
	4" Extender	BABEX	251.09		
	Battery Backup	BABATT	204.35		
3.4	<b>Mattresses for LTC Bariatric beds</b>				
	35" wide x 6" deep x 84" long	MM50084	325.00		
	39" wide x 6" deep x 84" long	MM5003984	352.17		
	42" wide x 6" deep x 84" long	MM5004284	395.65		
	48" wide x 6" deep x 84" long	MM6004884	484.78		
	35" wide x 6" deep x 80" long	MM50080	314.13		
	39" wide x 6" deep x 80" long	MM50039	325.00		
	42" wide x 6" deep x 80" long	MM50042	379.35		
	48" wide x 6" deep x 80" long	MM6004880	468.48		
3.5	<b>Trapeze Lift</b>	BATRAP	422.83		
3.6	<b>Safety Mat</b>	ACSM	303.26		
3.7	<b>Safety Mat replacement cover</b>	#7024	111.96		
<b>Page 1 Subtotal:</b>					

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

\*\*Vendor must take into consideration freight and fuel charges will not be paid separately.

<b>VENDOR:</b>	
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*Continued on Next Page*

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

**Page 2 of 2**

Item Number	Item Description	Manufacturer, Make, Model # (Vendor to list here)	Price Each	*Est. Qty	Extended Price
3.8	<b>Mattress Bolster</b>				
	3" wide x 6" deep x 80" long	MATTEXT380	114.13		
	3" wide x 6" deep x 84" long	MATTEXT384	105.43		
3.9	<b>Ambient lighting</b>	UBL	143.48		
3	<b>Embedded bed controls</b>				
	Embedded in head rail	UD3AC	450.00		
	Embedded in assist bar	AB3C	379.35		
3.11	<b>Rails and Assist Bars</b>				
	Side Rail Set, 2 position	UD	232.61		
	Side Rail Set, 2 position, Ext. Height	UD-H	307.61		
	Pivoting Assist Bar Set	ASRL-PL;ASRL-PR	98.91		
	Pivoting Assist Bar with SoftTouch Set	ASRL-STL;ASRL-STR	133.70		
3.12	<b>Handset replacement</b>	#6956	170.65		
3.13	<b>Cord replacement</b>	#6201	34.78		
3.13	<b>Caster replacement, locking</b>	#7390	46.47		
<b>Page 2 Subtotal:</b>					
<b>Subtotal from Page 1 above:</b>					
<b>GRAND TOTAL:</b>					

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

\*\*Vendor must take into consideration freight and fuel charges will not be paid separately.

<b>VENDOR:</b>	McKesson Medical-Surgical Government Solution LLC
<b>ADDRESS:</b>	9954 Mayand Drive, Suite 5176
	Henrico, VA 23233
<b>PHONE:</b>	Office: 833-343-2700 <span style="float: right;">Cell:</span>
<b>EMAIL:</b>	government.bids@mckesson.com
<b>NAME:</b>	Eury Jung
<b>TITLE:</b>	Manager, State and Local Proposal Team