



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

Solicitation

NUMBER
 MMB13113

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 304-558-0067

VENDOR

Abbott Diabetes Care Inc.
 1420 Harbor Bay Parkway
 Alameda, CA 94598

SHIP TO

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV 304-525-7801
 25705

04/17/13 09:01:28 AM
 West Virginia Purchasing Division

DATE PRINTED
 03/14/2013

BID OPENING DATE: 04/18/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	250	3X		815-78	\$76.70	\$19,177.50
				PRECISION XCEED PRO G3CH STRIPS 100 ST IPS/BX		
0002	6			815-78	\$7.25	\$43.50
				PRECISION PCX CONTROLS (HIGH CONTROL SOLUTION)		
0003	6			815-78	\$7.25	\$43.50
				PRECISION PCX CONTROLS (LOW CONTROL SOLUTION)		
				OR EQUAL		
0004	6			815-78	\$9.19	\$55.14
				PRECISION PCX CONTROLS (NORMAL SOLUTION)		
0005	1			815-78	\$115.50	\$115.50
				KETONE CALIBRATION VERIFICATION KIT MODEL #70906-01		

SIGNATURE *[Signature]* Telephone 510.749.5448 Date 18APRIL2013
 TITLE Director, Contracts & Pricing FEIN: 22-3890190



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 Alameda, CA 94598

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 1530 NORWAY AVENUE
 HUNTINGTON, WV 304-525-7801
 25705

DATE PRINTED
 03/14/2013

BID OPENING DATE: 04/18/2013 BID OPENING TIME: 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0006	6	EA		815-78	NO CHARGE	\$0.00
				PRECISION XCEED PRO GLUCOMETER MODEL #70900-01		
0007	6			815-78	NO CHARGE	\$0.00
				HOSPITAL GLUCOSE CARRYING CASE MODEL #70655-01		
0008	6			815-78	NO CHARGE	\$0.00
				HOSPITAL GLUCOSE DOCKING STATION MODEL #70653-02		
0009	1			815-78	NO CHARGE	\$0.00
				QUALITY CONTROL MANAGER SOFTWARE MODEL #99897-04		
0010	1			815-78	NO CHARGE	\$0.00
				QUALITY CONTROL MANAGER WORKSTATIONS MODEL #80387-02		



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ADDRESS CORRESPONDENCE TO ATTENTION OF	
ROBERTA WAGNER	

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 HEALTH AND HUMAN RESOURCES
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 25705 304-525-7801

DATE PRINTED
 03/14/2013

LINE	QUANTITY	UOP	CATc NO.	ITEM NUMBER	OPENING TIME	UNIT PRICE	AMOUNT
0011	1			815-78	1:30PM	\$NO CHARGE	\$0.00
				SOFTWARE ANNUAL SERVICE			
0012	1			815-78		\$NO CHARGE	\$0.00
				HARDWARE ANNUAL SERVICE			
<p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS</p>							
<p>***** THIS IS THE END OF RFQ MMB13113 ***** TOTAL: \$19,435.14</p>							
SIGNATURE							

TITLE	IFEN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO SOLICITATION INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

ABBOTT DIABETES CARE SALES CORPORATION PRICE EXHIBIT

ABBOTT DIABETES CARE SALES CORPORATION, CONTRACTS & PRICING, 1420 Harbor Bay Parkway, Suite 200, Alameda, CA 94502

Shipping Address ("Customer"):		Billing Address:	
Name	Mildred Mitchell-Bateman Hospital	Name	Fisher Healthcare
Address	1530 Norway Avenue	Address	300 Industrial Drive
City, State, ZIP	Huntington, WV 25705	City, State, ZIP	Pittsburg PA 15275
Number of Doctors / Beds		Phone	304-525-7801
Customer Number (s)	56163363, 56607127	Purchase Order No.	
National Account Affiliation	Standard	Sales Rep / Territory	Susan Schorer
Customer Point of Contact		Contract Term	Three (3) years

PRODUCTS

Precision Xceed Pro, Precision PCx, Precision Xtra and FreeStyle Blood Glucose Strips

Description	List #	Annual Vol	Price Per Strip	Annual \$
PCx Plus Strips G3&H Strip	80063			
Precision Xtra Inst. Ketone Test Strips (10 CT)	70747			
Precision Xceed Pro G3ch Strip	70932	25,000	\$0.787	\$19,177.500
Precision Xceed Pro β-Ketone Strip	70935			
FreeStyle Inst. Test Strips (50 ct)	70782			
FreeStyle Lite Inst. Test Strips (50ct)	71026			
Precision Xtra Inst. Strips (50 ct)	99695			
FreeStyle Precision H Test Strips (100-ct)	80116			
Precision Xtra Inst. Strips (100 ct)	99594			
Purchase Commitment		25,000		\$19,177.500

Consumables

Description	List #	Annual Vol	Price Per Kit	Annual \$
Abbott SF LD200CT(1X200)	70901			
MedSense, Control Solution, Glucose, H/M/D/L/O	70551	6	\$9.190	\$55.140
MedSense, Control Solution, Glucose, H/L/LOW	70550	6	\$7.250	\$43.500
MedSense, Control Solution, Glucose and Ketone, H/L/LOW	80139	6	\$7.250	\$43.500
PCx Glucose Calibration Verification Kit	99662			
Xceed Pro & β-Ketone Cal Verification	70906	1	\$115.500	\$115.500
FreeStyle Controls Normal	14002			
POC Isolation Bag	99955			
Purchase Commitment		19		\$257.640

EQUIPMENT

Precision Xceed Pro, Precision PCx, Precision Xtra and FreeStyle

Description	List #	CAP			RAP			Owner	
		CAP Qty.	Additional Qty.	Total Qty.	Unit Price	Current Qty.	Additional Qty.		Total Qty.
Precision Xceed Pro Meter	70900								
Precision Xtra NFRS Meter (4 per case)	69837					6	6	Included	Abbott
Hospital Glucose Carrying Case	70655								
Hospital Glucose Docking Station	70653					6	6	Included	Abbott
PCx Upload Data Cable	69754					6	6	Included	Abbott
FreeStyle Freedom Meters (4 per case)	70343								
FreeStyle Lite Meters (5 per case)	70804								
FreeStyle Freedom Lite Meters (5 per case)	70920								
FreeStyle Precision H Meter (EA)	71181								
Total Equipment						18	18		

Networking Software and Hardware

Description	List #	CAP			RAP			Owner		
		CAP Qty.	Additional Qty.	Total Qty.	Unit Price	Current Qty.	Additional Qty.		Total Qty.	Unit Price
PWEB Software ONLY	99397									
PWEB QCM 3.0 Laptop (incl. SW)	99904						1	1	Included	Abbott
PWEB QCM 3.0 Server (incl. SW)	99910									
Workstation ONLY (No SW)	80384									
POC QCM 3.0 Tower Server ONLY (No SW)	69903									
Rack Server ONLY (IU / No SW)	70681									
POC Printer	69338									
POC Printer Cable	69339									
Monitor FP 17"	69373									
POC Server Battery Back up	69907									
Glucose Test Scripted Interface	69913									
POC GUI Scripted Interface	70663									
Glucose HL7 Interface	80394									
TrueID and ADT Interface	70991									
ADT Interface	70993									
TrueID Interface	70992									
PWEB QCM 3.0 Software ONLY - Test Version	71238									
I-STAT DE Software	71330									
Sybase 3rd Party Instrument HL7 Interface	70665									
Sybase 3rd Party GUI Scripted Interface	70666									
Sybase 3rd Party Instrument Scripted Text Interface	60396									
Sybase, Web Results Xpress (WRX) with 5 Test Panels	71250									
Sybase, Web Results Xpress (WRX) add 5 Test Panel	71239									
Sybase, Web Results Xpress (WRX) add 1 Test Panel	71249									
Sybase, TEST ADT/TRUEID (Single)	71247									
Sybase, TEST ADT	71246									
Sybase, TEST HL7 Results (per Instrument Type)	71248									
Sybase, Service, Interface Add Facility - per Interface Type (HL7, ADT, TrueID, WRX, LMS, EOT, Script, Test)	71243									
Sybase, AOC LMS (Learning Management System) Interface	71242									
Sybase, AOC EOT (Electronic Observation Tracking)	71241									
Sybase I-STAT HL7 Interface	60397									
Sybase I-STAT Scripted Text Interface	69915									
Sybase, STATNotes Interface Upgrade	71043									
LAN Tronix Terminal Server (PCx only)	69340									
Total Networking Software and Hardware						2	2			

ABBOTT DIABETES CARE SALES CORPORATION PRICE EXHIBIT

ABBOTT DIABETES CARE SALES CORPORATION, CONTRACTS & PRICING, 1420 Harbor Bay Parkway, Suite 200, Alameda, CA 94502

Shipping Address ("Customer"):		Billing Address:	
Name	Mildred Mitchell-Bateman Hospital	Name	Fisher Healthcare
Address	1530 Norway Avenue	Address	300 Industrial Drive
City, State, ZIP	Huntington, WV 25705	City, State, ZIP	Pittsburg PA 15275
Number of Doctors / Beds		Phone	304-525-7601
Customer Number (s)	56163363, 66607127	Purchase Order No.	
National Account Affiliation	Standard	Sales Rep / Territory	Susan Schorer
Customer Point of Contact		Contract Term	Three (3) years

OTHER

Service Description	List #	CAP		RAP		Annual \$
		CAP Qty.	Unit price	RAP Qty.	Unit Price	
Direct Connect Annual Service	71276					
PWEB Hardware Annual Service	71276			1	Included	Included
Sybase Interface Annual Service	71277					
Precision Plus- PWEB Annual Service	71265					
Precision Plus- PWEB Annual Service	71268			1	Included	Included
Precision Elite- PWEB Annual Service	71267					
Meter Maintenance (min strip/meter ratio)	MM					
Total Service				2		

One-time Charges

Description	List #	CAP				RAP				Owner
		CAP Qty.	Additional Qty.	Total Qty	Unit Price	Current Qty.	Additional Qty.	Total Qty.	Unit Price	
Implementation 1	72168							1	Included	Abbott
Implementation 2	72169									
Implementation 3	72190									
Implementation/Project Management	72167									
Operator Training-DAY/EVE	72168									
Operator Training-NIGHT	72169									
Operator Training-WKEND	72170									
Train the Trainer Operator- On Site	72171									
Train the Trainer Operator - Remote	72172									
Operator e-Learning 1 YR License	72173									
Operator e-Learning Training Kit	72174									
Application Training, User Admin - On Site	72175									
Prof Services, Assay Support	72176									
PrecisionWeb, SYS Expansion - Remote	71261									
PrecisionWeb, SYS Expansion - On Site	71262									
Tech Services, On Site Support, 2 BUS DAY	71254									
Tech Services, On Site Support, NXT BUS DAY	71255									
Technical Services, Remote Support, WKEND/HOL, AFTER HRS	71256									
Tech Services, On Site Support WEEKEND or OFFHOURS WEEKDAY	71257									
Tech Services, On Site Support WEEKEND, OFF HRS	71258									
Prof Services, SYS RELO-Remote	71259									
Prof Services, SYS RELO- On Site	71260									
Prof Services, NON REQ SYS Upgrade (O/S, SQL)	71263									
Prof Services, NON REQ HDW/VIRTL Upgrade	71264									
Prof Services, PWEB TEST SYS Install - Remote	72165									
Prof Services, PWEB TEST SYS Install - On Site	72166									
Prof Services, Custom Report	72177									
Prof Services, Custom Work	72179									
Tech Services, Import/Output Operator Data	72180									
Replacement, PXP Docking Station	72181									
Replacement, PXP Meter Kit	72182									
Replacement, PXP Carry Case	72183									
Replacement, Terminal Server	72184									
Total One-Time Charge								1		

Additional Products

Description	List #	CAP Qty.				RAP				Owner
		CAP Qty.	Additional Qty.	Total Qty	Unit Price	Current Qty.	Additional Qty.	Total Qty.	Unit Price	
Total Additional Products										

AGREED TO AND ACCEPTED THIS:

CUSTOMER

ABBOTT DIABETES CARE SALES CORPORATION

Signature/Date

Signature/Date

Title

Title

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 in order 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 non-binding.

Question Submission Deadline:

Submit Questions to:

Fax:

Email:

- 5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. 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. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: [] Technical
 [] Cost

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 time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

4/18/2013

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 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.

GENERAL TERMS AND CONDITIONS:

- 1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General’s office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor’s signature on its bid 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 **“Contract”** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **“Director”** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **“Purchasing Division”** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **“Purchase Order”** 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 successful bidder and Contract holder.

 - 2.6 **“Solicitation”** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **“State”** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **“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: This Contract becomes effective on

 and extends for a period of year(s).

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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
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 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.
6. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

Commercial General Liability Insurance: or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

[] **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[]	
[]	
[]	
[]	

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein 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.

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. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

	for	

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.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. 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.

15. 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.

16. 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.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) 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 submission of its bid 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.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. 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.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall 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.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.

50. 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.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

52. 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.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

53. 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.

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Mildred Mitchell-Bateman Hospital to establish an open-end contract for Glucose Supplies. All Glucometers, docking stations, software, maintenance, and all parts for repair of listed equipment on this contract must be provided at no cost for the entire term of this contract. This equipment will be used to monitor patient's blood glucose levels to allow for proper medication. This contract is for supplies needed for monitoring of blood glucose levels.

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 Item" or "Contract Items" means the list of items identified in Section III, Subsection 1 below.

2.2 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.

2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as MMB13113.

3. **GENERAL REQUIREMENTS:**

3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Must provide PRECISION XCEED PRO G3CH STRIPS
Model Abbott #70932-01 or equivalent

3.1.1.1 Must be compatible with the free Glucometer provided

3.1.2 Must provide PRECISION PCX CONTROLS, HIGH/LOW/NORMAL Control
Solutions
Model Abbott #70551-01 or equivalent

3.1.2.1 Must be compatible with the free Glucometer provided

3.1.3 Must provide PRECISION XCEED PRO KETONE CALIBRATION
VERIFICATION KIT
Model Abbott #70906-01 or equivalent

3.1.3.1 Must be compatible with the free Glucometer provided

3.1.4 Must provide PRECISION XCEED PRO GLUCOSE METER
Model Abbott #70900-01 or equivalent

3.1.4.1 Must be able to be interfaced with Laptop or Desktop

3.1.4.2 Must have security options to include lock out feature

3.1.4.3 Must have a memory with a minimum of 1000 patient test

- 3.1.4.4 Should have data review option/control
- 3.1.4.5 Must have linearity verification capabilities
- 3.1.5 Must provide PRECISION XCEED PRO Glucose Carrying Case
Model Abbott #70655-01 or equivalent
 - 3.1.5.1 Must be compatible with the free Glucometer provided
- 3.1.6 Must provide PRECISION XCEED Docking Station
Model Abbott #70653-02 or equivalent
 - 3.1.6.1 Must be compatible with the free Glucometer provided
- 3.1.7 Must provide QUALITY CONTROL MANAGER SOFTWARE
Model Abbott #99897-04 or equivalent
 - 3.1.7.1 Must be 3.0 or later Version and capable of interface with laptop or desktop.
 - 3.1.7.2 Must be compatible with the free Glucometer provided
- 3.1.8 Must provide QUALITY CONTROL MANGER WORKSTATION
Model Abbott #80387-02 or equivalent
 - 3.1.8.1 Must be 3.0 or later Version
 - 3.1.8.2 Must be compatible with the free Glucometer provided
- 3.1.9 Must provide SOFTWARE ANNUAL SERVICE
- 3.1.10 Must provide HARDWARE ANNUAL SERVICE

4. CONTRACT AWARD:

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the Grand Total cost as shown on the Pricing Page.
- 4.2 **Pricing Page:** Vendor should complete the Pricing Page by providing the unit cost per item listed on the attached cost sheet. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Page contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. 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 Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 5 working days after orders are received. Vendor shall deliver emergency orders within 2 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Desired Items to be unacceptable, the Desired Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery 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 a full credit or refund for the purchase price, at the Agency's discretion.

6.5 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.

7. MISCELLANEOUS:

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its' obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract.

Contract Manager: Denise Vandenlangenberg-coffman/Michele A Murphy

Telephone Number: 1-800-401-1183 ext 6527/ 510-864-4429

Fax Number: 866-222-3715/ 510-864-4759

Email: denise.vandenlangenberg-coffman@adc_insidestales.com/
Michele.murphy@abbott.com

7.5 Training: Vendor to provide training for Glucometer, charging dock, workstation and, Quality Control Manager Software to Agency staff at no charge to the Agency. This training will be in the Laboratory at Mildred Mitchell-Bateman Hospital, training is to be completed within 48 hours of the initial instrument setup and will include training of 5 employees. we will be responsible for training other staff.

7.6 Technical Support: Vendor to provide 24-hour technical support at no charge to the Agency.

7.7 Annual Usage:

7.7.1 Glucose strips are to be shipped, as requested. It is understood that the number of test strips and supplies is an estimation only to be used for bidding purposes, the actual amount required may be more or less.

- 7.7.2 Controls and Calibration Assessment Kits are to be shipped, as requested. It is understood that the number of controls and kits is an estimation only to be used for bidding purposes, the actual amount required may be more or less.

REQUEST FOR QUOTATION
MMB13113 Glucose Meters and Supplies

Pricing Page

Item #	Usage	Supplies Requested	Unit Cost	Total Cost
#1	250 BX	Precision Xceed PRO G3CH Strips or equal 100 Strips per Box	\$ 76.70	\$ 19,177.50 (A)
#2	6 EA	Precision PCX Controls or equal High Control Solution	\$ 7.25	\$ 43.50 (B)
	6 EA	Low Control Solution	\$ 7.25	\$ 43.50 (C)
	6 EA	Normal Control Solution	\$ 9.19	\$ 55.14 (D)
#3	1 EA	Ketone Calibration Verification Kit or equal Model #70906-01	\$ 115.50	\$ 115.50 (E)
#4	6 EA	Precision Xceed Pro Glucometer or equal Model #70900-01	\$ NO CHARGE	\$ NO CHARGE
#5	6 EA	Hospital Glucose Carrying Case or equal Model #70655-01	\$ NO CHARGE	\$ NO CHARGE
#6	6 EA	Hospital Glucose Docking Station or equal Model #70653-02	\$ NO CHARGE	\$ NO CHARGE
#7	1 EA	Quality Control Manager Software or equal Model #99897-04	\$ NO CHARGE	\$ NO CHARGE
#8	1 EA	Quality Control Manager Workstation or equal Model #80387-02	\$ NO CHARGE	\$ NO CHARGE
#9	1 EA	SOFTWARE ANNUAL SERVICE or equal	\$ NO CHARGE	\$ NO CHARGE
#10	1 EA	HARDWARE ANNUAL SERVICE or equal	\$ NO CHARGE	\$ NO CHARGE
GRAND TOTAL OF STRIPS (A)				\$ 19,177.50
GRAND TOTAL OF CONTROL SOLUTIONS (B, C & D)				\$ 142.14
GRAND TOTAL OF KETONE CALIBRATION VERIFICATION (E)				\$ 115.50
GRAND TOTAL OF BID				\$ 19,435.14

**Grand Total must consist of Totals A, B, C, D, & E

This award will be made from the lowest bid meeting or exceeding the specifications

The usage is only an estimation to be used for bid, we may require more or less than stated above.

Please Print Information Below.

Company Name: Abbott Diabetes Care Sales Corporation


Sales Representative: Denise Vandenlangenberg-coffman

Vendor Address: 1420 Harbor Parkway
Alameda, CA 94502

Vendor Phone: 800-401-1183 ext. 6527 Fax: _____

Email Address: denise.vandenlangenberg-coffman@adc insidesales.com

Remit to Address: Attn: Contracts & Pricing 1420 Harbor Bay Parkway, Alameda, CA 94502


Signature

10 APR 13
Date

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Abbott Diabetes Care Sales Corporation

(Company)



(Authorized Signature)

Director, Contracts & Pricing

(Representative Name, Title)

510-749-5448
(Phone Number)

510-864-4759
(Fax Number)

10 APR 13

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION No. MMB13113

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 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 | Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | 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 any verbal representation made or assumed to be made during any oral discussion held between Vendor's representative and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Abbott Diabetes Care Sales Corporation

Company


Authorized Signature

10 APR 13

Date

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

(4)

State of West Virginia



Certificate

I, Betty Ireland, Secretary of State of the State of West Virginia, hereby certify that

ABBOTT DIABETES CARE SALES CORPORATION

Control Number: 86076

a corporation formed under the laws of Delaware

has filed its "Application for Certificate of Authority" to transact business in West Virginia as required by the provisions of the West Virginia Code. I hereby declare the organization to be registered as a foreign corporation from its effective date of June 16, 2006

Therefore, I issue this

CERTIFICATE OF AUTHORITY

to the corporation authorizing it to transact business in West Virginia



Given under my hand and the Great Seal of the State of West Virginia on this day of June 16, 2006

Betty Ireland

Secretary of State

Betty Ireland
Secretary of State
State Capitol
1900 Kanawha Blvd. E.
Charleston, WV 25305
FILE ONE ORIGINAL
FEES PER SCHEDULE



**CERTIFICATE OF
AUTHORITY**

Penney Barker, Manager
Corporations Division
Tel. (304) 558-8000
Fax (304) 558-8381
www.wvsos.com
Hours: 8:30am-5:00pm
PLEASE READ INSTRUCTIONS

CTRL # 86076

1. HOME STATE INFORMATION:

- a. The name of the corporation as it is registered in its home state is: Abbott Diabetes Care Sales Corporation
- b. State of Delaware Date of Incorp. 2/03/2002 Duration (# yrs. or perpetual) perpetual
Warning: Tax reporting requirements in West Va. will not end until a withdrawal is filed.
- c. NAIC # _____ (If an insurance company)

2. PRINCIPAL OFFICE INFORMATION:

- a. Address of the principal office of the corporation: No. & Street 1420 Harbor Bay Parkway, Suite 290
City/State/Zip Alameda, CA 94502
- b. Mailing address, if different, from above address: Street/PO Box 100 Abbott Park Road
City/State/Zip Abbott Park, IL 60064

3. WEST VIRGINIA INFORMATION:

- a. Corporate name to be used in W. Va.: (check one, follow instructions)
 Home state name as listed on line 1.a. above, if available.
 DBA name
- b. Address of registered office in West Virginia, if any: No. & Street _____
City/State/Zip _____ JUN 16 2006
- c. Mailing address in WV, if different, from above: Street/PO Box _____
City/State/Zip _____ IN THE OFFICE OF SECRETARY OF STATE
- d. Proposed purpose(s) for transaction of business in WV: Sales and marketing activities.

4. AGENT OF PROCESS:

Properly designated person to whom notice of process may be sent, if any:

Name CT Corporation System
Address 707 Virginia Street East, Charleston, West Virginia 25301

5. **CORPORATE STATUS INFORMATION:**

- a. Corporation is organized as (check one): For profit
 Non-profit

b. Directors and Officers: (Add extra page if necessary; please list all officers)

Officer	Name	Address
	SEE LISTING ATTACHED	

6. **Contact and Signature Information**

- a. _____
Contact Name Phone Number
- b. Thomas L. Nolan _____
Print or type name of signer Assistant Secretary
Title or Capacity of Signer
- c. Business email address, if any: _____
Email address
- d. Signature of Signer: Thomas L. Nolan _____ Date: 6/6/06
Thomas L. Nolan, Assistant Secretary

Abbott Diabetes Care Sales Corporation

Directors

Thomas C. Freyman	Director	100 Abbott Park Road, Abbott Park, IL 60064
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Officers

Edward J. Florentino	President	1420 Harbor Bay Parkway, Ste 290 Alameda, CA 94502
AJ Shultz	Vice President, Taxes	100 Abbott Park Road, Abbott Park, IL 60064
Robert E. Funck	Treasurer	100 Abbott Park Road, Abbott Park, IL 60064
Honey Lynn Goldberg	Secretary	100 Abbott Park Road, Abbott Park, IL 60064
Thomas L. Nolan	Assistant Secretary	100 Abbott Park Road, Abbott Park, IL 60064
David A. Wardell	Assistant Secretary	100 Abbott Park Road, Abbott Park, IL 60064
Ralph J. Welland	Assistant Secretary	100 Abbott Park Road, Abbott Park, IL 60064

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ABBOTT DIABETES CARE SALES CORPORATION" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTEENTH DAY OF JUNE, A.D. 2006.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ABBOTT DIABETES CARE SALES CORPORATION" WAS INCORPORATED ON THE THIRD DAY OF DECEMBER, A.D. 2002.

3597599 8300

060575669



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4827026

DATE: 06-14-06

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PRODUCER A, D, E - WILLIS B. - Marsh USA C - AON	COMPANIES AFFORDING COVERAGE Co. A ACE AMERICAN INSURANCE COMPANY Co. B ZURICH AMERICAN INSURANCE COMPANY
INSURED Abbott Laboratories 100 Abbott Park Road Abbott Park, IL 60064-6001	Co. C FM GLOBAL Co. D THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT Co. E TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE	G26806859 003	1/1/2013	1/1/2014	GENERAL AGGREGATE	\$10,000,000
					PRODUCTS - COMP/OP AGG	\$10,000,000
					PERSONAL & ADV INJURY	
					EACH OCCURRENCE	\$10,000,000
					FIRE DAMAGE (Any one fire)	
					MED EXP (Any one person)	
D	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS NON-OWNED AUTOS ANY AUTO ALL OWNED AUTOS HIRED AUTOS NON-OWNED AUTOS	HC2ECAP472M4294	01/01/13	01/01/14	COMBINED SINGLE LIMIT	\$2,000,000
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE	
B	GLOBAL TRANSIT	OC 5844380	01/01/13	01/01/14	EACH OCCURRENCE	\$50,000,000
B	MOTOR CARGO LIABILITY				EACH OCCURRENCE	\$1,000,000
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	
					AGGREGATE	
E	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR / PARTNERS /EXECUTIVE	HC2J-UB-472M430-1-13 HRJ-UB-472M431-3-13 (RETRO)	01/01/13 01/01/13	01/01/14 01/01/14	WC STATUTORY LIMITS or OTHER	Included
					EL EACH ACCIDENT	\$2,000,000
		Abbott Vascular HC2J-UB-472M432-5-13	01/01/13 01/01/13	01/01/14 01/01/14	EL DISEASE - POLICY LIMIT	\$2,000,000
					EL DISEASE - EA EMPLOYEE	\$2,000,000
C	PROPERTY	FD486	03/23/13	03/23/14	EACH OCCURRENCE	Replacement Cost

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Limits are in Excess of Abbott's Self-Insured Retention.

It is agreed that the Automobile Liability Policy includes as an additional insured the owner/lessor of any vehicle leased to Abbott Laboratories under written contract.

ADDITIONAL INSURED-LIABILITY:

The definition of WHO IS AN INSURED in the Commercial General Liability policy is amended to include as an insured any person, organization, state or other political subdivision, trustee or estate for whom the Named Insured has agreed in writing to provide liability insurance. But the insurance provided by this amendment:

1. Applies only to personal injury or property damage arising out of the Named Insured's (a) services, (b) products, (c) premises, or (d) other property owned by or rented to the Named Insured;
2. Applies only to coverage and limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by the policy;
3. Does not apply to any person, organization, state or other political subdivision, trustee or estate for whom the Named Insured has procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of the policy exceed those of such other insurance or whether such other insurance is valid and collectible.

With respect to the above Additional Insured-Liability provision, the following provision also applies:

1. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, the policy will apply solely on the basis required by such written agreement. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of the Other Insurance section of the policy will govern.

ADDITIONAL INSURED-PROPERTY/BUSINESS INTERRUPTION/BOILER & MACHINERY:

This policy shall also cover as Additional Insured, any person, organization, trustee or estate to whom or to which the Named Insured is obligated, by virtue of a written contract, permit, mortgage, lending or leasing agreement to provide insurance such as is afforded by the terms of the policy, but only to the extent of the coverage required by such contract, permit, mortgage, lending or leasing agreement and for the limits of liability specified in such contract, permit, mortgage, lending or leasing agreement but in no event for insurance not afforded by the policy nor for the limits of liability in excess of the applicable limits of liability of the policy.

This Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.