



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

Header @ 1

List View

- General Information
- Contact
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- Document Information
- Clarification Request

Procurement Folder: 1087853

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: Novel Perspective co

Alias/DBA: BECA Medical

Total Bid: \$334.41

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0613

SO Doc ID: VNF2300000003

Published Date: 8/11/22

Close Date: 8/29/22

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1087853
Solicitation Description: Respiratory Supplies, Equipment and Maintenance
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-08-29 13:30	SR 0613 ESR08262200000001024	1

VENDOR
 VS0000041245
 Novel Perspective co

Solicitation Number: CRFQ 0613 VNF2300000003
Total Bid: 334.4100000000000250111042987 **Response Date:** 2022-08-26 **Response Time:** 11:37:00
Comments: Bid response submitted with exceptions listed on the Price list PDF. No discounts offered for early payment

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

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Respiratory therapy supplies, equipment and maintenance	1.00000	EA	334.410000	334.41

Comm Code	Manufacturer	Specification	Model #
42000000			

Commodity Line Comments: Bid response submitted for supplies and exceptions listed on the price-list attachment PDF.

Extended Description:

Respiratory therapy supplies, equipment and maintenance



Novel Perspective co/ DBA BECA Medical

Date: 08/26/2022 Memo/Bid: BID CRFQ - VNF2300000003
Customer: State of West Virginia Provider: Novel Perspective co/ DBA BECA Medical
P.O. Box 35643, Canton, OH 44735

BECA Medical - Price List

Description	Price	Quantity
BiPAP/CPAP Tubing, 6ft with 22mm cuffs, each	19.99	Each
BiPAP - Full Face Mask - Headgear, Cushion, Mask	108.99	Each
Whisper Swivel	97.99	Each
Acapella - High Flow Vibratory PEP (Green)	89.99	Each
Suction Catheter 14 Fr	3.49	Each
Suction Catheter 12 Fr	3.49	Each
Suction Catheter 10 Fr	3.49	Each
Suction Catheter 8 Fr	3.49	Each
Suction Catheter 6 Fr	3.49	Each

Bid is submitted with exceptions listed on following pages



Novel Perspective co/ DBA BECA Medical
Exceptions, Terms and Conditions

Shipping/Freight Charges: Shipping/Freight charges are not included on the price list and will be added to the total cost at the time of purchase. Freight will be calculated using the lowest cost carrier that complies with the expected timeline at the expense of the buyer. Shipping charges will be calculated per order and reflected on the total cost for the order at the time of purchase.

Substitutes: In the unforeseen event that a product is discontinued or extended back-order from the manufacturer, Novel Perspective co/ DBA BECA Medical will provide the buyer the option of a substitute product. It is the buyer's responsibility to agree to such substitute. Once the order is processed it is considered non-returnable and non-refundable.

Waiver: The buyer agrees that no waiver of any default shall constitute a waiver of any other default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual right by custom, estoppel or otherwise.

Cancellations: Any cancellations to orders that occur after the order has been placed with Novel Perspective co/ DBA BECA Medical shall be paid by the buyer. Pre-payment of orders will be agreed upon as liquidated damages for cancelled or returned orders. Furthermore, any return of products cancelled as mentioned shall be at the expense of the buyer.

Payments: Invoices for orders will be sent at the time of shipping. Payments are due and will be processed by the buyer upon delivery of ordered items. If invoice payment is not received within 10 days from delivery date, any future order will be "on-hold" and will not ship until the account is brought current and outstanding invoices are paid in full. If payment is not received >30 days from the date of delivery, invoices are subject to 15% fee and will go into collections. After 30 days there is a stop of performance and assurances must be made.

Warranty: the warranty for products is limited to that of the manufacturer. all of the rights provided hereunder are provided on an as-is, where-is basis, without any representation or warranty, whether express or implied, including any warranty of merchantability. Novel Perspective co/ DBA BECA Medical makes no representation, guarantee or warranty, express or implied, concerning the sterility of the products or degree of sterilization, nor as to the merchantability or fitness for a particular purpose of products after processing by provider.

Damages: any damage that occurs during transit, Novel Perspective co/ DBA BECA Medical will be notified within 48 business hours of delivery. Defects or damages occurring from neglect or mishandling by the buyer, will be the buyer's responsibility. This includes, but is not limited to, loading/unloading, opening packages, dropping packages or any other action resulting in damages to the product from the buyer.



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Price List: In the event of a situation outside of the control Novel Perspective co/ DBA BECA Medical, an emergency, or any other event, Novel Perspective co/ DBA BECA Medical will provide in writing the need for price increase for any future orders from the date of such notice.

Safety Data Sheets: As a distributor, Novel Perspective co/ DBA BECA Medical will provide required sheet once obtained from the manufacturer, given the manufacturer is able to produce said sheets.

Limit of liability: The limit of liability for Novel Perspective co/ DBA BECA Medical for any loses, damages or injuries shall be the refund of the purchase price. Buyer assumes all responsibility for safety.

Bulk Orders: For orders with a total invoiced amount >\$5,000, the buyer agrees to and is responsible for pre-paying 2/3 of the invoice amount up-front at the time of ordering. The remainder of the balance is due upon delivery of ordered items. Failure to pre-pay the 2/3 invoiced amount will result in the order not being processed, and the order being placed on "hold" until the pre-payment is received. The pre-payment will be agreed upon as liquidated damages for cancelled orders.

Indemnification: By accepting delivery of supplies from Novel Perspective co/ DBA BECA Medical, buyer agrees to fully indemnify and hold harmless Novel Perspective co/ DBA BECA Medical from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or death), whether brought by an individual or other entity or imposed by a court of law or by administrative action of any federal, state or local government body or agency.

Good Faith: The parties agree to act in all matters with the highest good faith. If one or more provisions of this agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then such provision shall be excluded from this agreement.

Termination: The delivery or products by Novel Perspective co/ DBA BECA Medical in this agreement may be terminated by either party at any time. After receipt of the termination notice, no further orders will be processed and immediately all outstanding invoices will be paid in full by the buyer.

Supersedes: This agreement and terms shall supersede and replace all prior agreements and understandings, oral or written, between Novel Perspective co/ DBA BECA Medical and the buyer.

Choice of Law: This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Ohio, without regard to conflict of laws principles or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio.



Novel Perspective co/ DBA BECA Medical

Remedies: In the event of a default, Novel Perspective co/ DBA BECA Medical may, at its option, and without notice to the customer, declare the unpaid balance of the Notes to be immediately due and payable. In this event (and in addition to all of its rights, powers and remedies under this Agreement), Novel Perspective co/ DBA BECA Medical shall have all of the rights and remedies of a secured party. The customer, upon demand by Novel Perspective co/ DBA BECA Medical, shall assemble the collateral and make it available to Novel Perspective co/ DBA BECA Medical at a place designated by Novel Perspective co/ DBA BECA Medical. Novel Perspective co/ DBA BECA Medical or its agents may enter upon the customer's premises to take possession of the Collateral, to remove it, to render it unusable or to sell or otherwise dispose of it.

Disclaimer of Warranties: Except as expressly set forth in this agreement, the parties acknowledge and agree that the services are provided as-is, that each recipient assumes all risks and liability arising from or relating to its use of and reliance upon the services and each party, to the maximum extent permitted by applicable law, makes no other representation or warranty with respect thereto. Except as expressly set forth in this agreement, to the maximum extent permitted by applicable law, each party hereby expressly disclaims all representations and warranties regarding the services, whether express or implied, either in fact or by operation of law, by statute or otherwise, including any representation or warranty in regard to quality, performance, noninfringement, commercial utility, merchantability or fitness of any service for a particular purpose.

Confidentiality: Buyer acknowledges and agrees that this agreement and any and all information obtained by the buyer are to remain confidential unless otherwise agreed and authorized in writing.

COI: Terms, additional insured parties, or any other request will be evaluated at Novel Perspective Co /DBA BECA Medical sole discretion.

Performance Bond: The signing of the agreement shall not constitute agreement to payment of performance bonds or any other form of pre-payment to the customer. Any such decisions shall be agreed to in writing and will be reviewed/evaluated at Novel Perspective Co /DBA BECA Medical sole discretion.

Training Clause: During the Term of this Agreement, the buyer shall be responsible for training and maintaining a sufficient staff of trained personnel to adequately support all the requirements set forth in this Agreement. The buyer agrees to provide product training for product managers and staff on an as-needed basis. With respect to a Product, the Product-specific training program conducted by the buyer in accordance with the applicable Commercialization Plan, Applicable Laws and Codes, which may include but not limited to, as determined the intended use and application of the product. All product research and development activities, including quality assurance, quality control, testing, and research and analysis activities, conducted by the manufacturer. Any additional information needed by the buyer shall be the responsibility of the buyer and at the buyer's expense. Specific training on product use,



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safety and other information shall be performed solely by the buyer. Novel Perspective Co /DBA BECA Medical's personnel can answer questions regarding the ordering and product delivery information, but specific questions regarding the product specification and utilization will be addressed utilizing the manufacturer's available resources for such products and shall be the responsibility of the buyer and at the buyer's expense.

Quality Assurance/Quality Control: All product research and development activities, including quality assurance, quality control, testing, and research and analysis activities, conducted by the manufacturer. Any additional information needed by the buyer shall be the responsibility of the buyer, for the buyer to obtain and at the buyer's expense.

Product returns: All returns must be authorized by Novel Perspective Co /DBA BECA Medical prior to shipping and acceptance. Product must be returned in the same condition as shipped by Novel Perspective Co /DBA BECA Medical, which may include original packaging, and buyer must include a copy of the invoice with any return. Buyer must complete and return a Warranty Registration Form for some Products, where applicable. Product may not be returned by Buyer to Novel Perspective Co /DBA BECA Medical after 30 days of Invoice date, no exceptions. For orders with a total invoiced amount >\$5,000, the buyer agrees to and is responsible for pre-paying 2/3 of the invoice amount up-front at the time of ordering. The pre-payment will be agreed upon as liquidated damages for cancelled or returned orders, no exceptions. Any cancellations to orders that occur after the order has been placed with Novel Perspective co/ DBA BECA Medical shall be paid by the buyer. Furthermore, any return of products cancelled as mentioned shall be at the expense of the buyer.

Technical Support: During the Term of this Agreement, the buyer shall be responsible for training and maintaining a sufficient staff of trained personnel to adequately support all the requirements set forth in this Agreement. The buyer agrees to provide product training for product managers and staff on an as-needed basis. Any technical or product support needed by the buyer shall be the responsibility of the buyer, for the buyer to obtain and at the buyer's expense. Technical and product support will be limited to that of the manufacturer and manufacturer's customer support only. Novel Perspective co/ DBA BECA Medical shall not be responsible for providing any technical or product support. Novel Perspective co/ DBA BECA Medical's only role in technical or product support shall be limited to that of providing product information as indicated in the specification sheet for such product. Furthermore, the process to follow will be that outlined by the manufacturer for each product, the responsibility of the buyer, for the buyer to obtain and at the buyer's expense. Novel Perspective co/ DBA BECA Medical shall not bear the responsibility. By accepting delivery of supplies from Novel Perspective co/ DBA BECA Medical, buyer agrees to fully indemnify and hold harmless Novel Perspective co/ DBA BECA Medical from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief,



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personal injury and/or death), whether brought by an individual or other entity or imposed by a court of law or by administrative action of any federal, state or local government body or agency. All of the rights provided hereunder are provided on an as-is, where-is basis, without any representation or warranty, whether express or implied, including any warranty of merchantability. Novel Perspective co/ DBA BECA Medical makes no representation, guarantee or warranty, express or implied, concerning the sterility of the products or degree of sterilization, nor as to the merchantability or fitness for a particular purpose of products after processing by provider.

Usage Report: Novel Perspective co/ DBA BECA Medical agrees to submit usage reports on an annual basis only after a formal request has been made by the buyer with ample notice to furnish such report. This will not be an automatic or recurring report or process, and any future reports must be requested by the buyer. The usage report shall be in a format specified and agreed by both the buyer and Novel Perspective co/ DBA BECA Medical, no exceptions. If unable to reach an agreement on one or more provisions, including but not limited to, formatting, information, specification, locations, for the report, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then such provision shall be excluded from this agreement.

Meetings: Meetings will be held on a virtual format unless otherwise agreed upon prior to the meeting and in writing by Novel Perspective co/ DBA BECA Medical. If the need arises for an in-person meeting, the cost for such meeting shall be the sole responsibility of the buyer, no exception. Cost for these meetings include, but are not limited to, office supplies, travel, lodging, transportation, fee's, daily per-diem charge, and any other cost incurred as part of the requested meeting by the buyer. Any additional information needed by the buyer shall be the responsibility of the buyer, for the buyer to obtain and at the buyer's expense.