

MEDICAL PRODUCTS SUPPLY INC.
P O Box 871
Babylon, NY

3/15/2010

RFQ MEDSUP10

State of West Virginia
Dept of Administration
Purchasing Division
2019 Washington Street East
PO Box 50130
Charleston, WV 25305-0130
304-558-8802

To Whom It May Concern:

Enclosed please find a bid for **Medical Supplies MEDSUP10**, with an open date of March 18, 2010 @ 1:30 pm from Medical Products Supply Inc.

We are bidding on six items ONLY in the Wound Care group, exactly as specified, to be delivered on an as needed basis. Delivery costs are included.

We have been a vendor for the State of West Virginia in 2009 for bid EHP90095.

Please feel free to call me at 631-559-3883 with any questions.

Sincerely Yours,

Ira Gross

Medical Products Supply Inc.
PO Box 871
Babylon, NY 11702

Email: medical_products_supply@yahoo.com
Tel #: 631-559-3883
Fax #: 631-759-3883

RECEIVED

2010 MAR 17 P 12: 17

PURCHASING DIVISION
STATE OF WV

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

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

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

INSTRUCTIONS TO BIDDERS

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



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

Request for Quotation

RFQ NUMBER
MEDSUP10

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
JD ANN ADKINS
304-558-8802

VENDOR

*109131220 631-559-3883
 MEDICAL PRODUCTS SUPPLY INC
 PO BOX 871
 BABYLON NY 11702

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/02/2010				

BID OPENING DATE: **03/18/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		475-00-99-001		
<p>MEDICAL SUPPLIES</p> <p>REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO FURNISH MEDICAL SUPPLIES TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>NOTE: AN ELECTRONIC VERSION OF MEDSUP10 PRICING PAGES CAN BE FOUND AT: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM VENDOR MUST SUBMIT A PAPER BID WITH THE MEDSUP10 BID.</p> <p>THE PAPER COPY SHALL PREVAIL IF ANY DIFFERENCE EXISTS BETWEEN THE ELECTRONIC COPY AND THE PAPER BID SUBMITTED.</p> <p>***** MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON FEBRUARY 23, 2010 AT 11:00 AM IN PURHASING CONFERENCE ROOM LOCATED AT 2019 WASHINGTON ST., E., CHARLESTON, WV (BLDG.15). ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Al Guro</i>	TELEPHONE 631-559-3883	DATE 2-22-2010
TITLE CEO	FEIN 20-5868854	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>***** THIS IS A DISCOUNT FROM LIST CONTRACT. ALL MEDICAL SUPPLIES IN BIDDER'S HARD COPY CATALOG SHALL BE COVERED AT THE DISCOUNT LISTED ON THE PRICING PAGES. *****</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE</p>						

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<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

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<p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	EXHIBIT 10					
	REQUISITION NO.:					
	ADDENDUM ACKNOWLEDGEMENT					
	I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.					
	ADDENDUM NO.'S:					
	NO. 1 .received <i>Al Adams</i>					
	NO. 2 .received <i>Al Adams</i>					
	NO. 3					
	NO. 4					
	NO. 5					
	I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.					
	VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.					
	<i>Al Adams</i> SIGNATURE					

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				<i>Medical Products Supply Inc</i> COMPANY2-22-2010..... DATE		
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				FILE 42		
RFQ. NO.:				MEDSUP10		

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					03/18/2010	
					1:30 PM	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 631-759-3883 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Ira Gross -----						
***** THIS IS THE END OF RFQ MEDSUP10 ***** TOTAL: _____						

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MEDSUP10 Specifications

SCOPE

Products to be provided under this contract shall be all types of medical supplies, bandages, hospital care products, personal care products, etc. Vendors may bid one or more catalogs to supply these products. We plan to make a single award; however, we always reserve the right to award multiple contracts if it is deemed to be in the best interests of the State of West Virginia. Contract(s) awarded shall be based on discount from list.

**** SHALL not include incontinence products ****

All terms and conditions in the written specifications which are absolute and the compliance with can not be waived. Mandatory terms are indicated by the use of the terms *shall, will, must, maximum or minimum*.

Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting shall be held on February 23, 2010, at 11:00 a.m. The meeting will be held in the Purchasing Division Conference Room located at 2019 Washington Street, East (Capitol Complex - Building 15), Charleston, WV 25305. Any vendor who wishes to bid on this contract must be represented at this meeting. Failure to attend the mandatory pre-bid conference shall disqualify a vendor from bidding on this contract. No person can represent more than one bidder.

The State reserves the right to utilize inter-state agreements, such as the WSCA (Western States Contracting Alliance), GSA, MMCAP to purchase medical supplies outside of the terms and conditions of any contract resulting from an award to the RFQ, pursuant to West Virginia Code, Section §5A-3-19.

Questions

Written questions shall be accepted through close of business on Thursday, February 18, 2010. Written questions may be sent via USPS, fax, courier, hand delivered, or e-mail. E-mail questions are preferred. Send questions to:

Jo Ann Adkins
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Fax: 304-558-4115
Email: jo.a.adkins@wv.gov

MEDSUP10 Specifications

General Information

1. All products bid, furnished and delivered **must** be listed in a current catalog(s) that contains product lines broad enough to meet the needs of the State of West Virginia. Each item bid on the pricing page from the catalog must be identified by a reference number.
2. Vendor shall quote a percentage discount from the lowest price listed in the price list(s)/catalogs submitted. The state prefers a single percentage discount from the price list / categories, but will consider bids containing different percentage discounts for different brands, lists or categories of supplies. Vendors **MAY** submit alternate bids using a separate or additional catalog(s). All items in the discount category must have the exact same discount. (For example, if a personal care product on the pricing page has a discount of 40%, EVERY personal care product sold must have the 40 % discount.) Bids must plainly and clearly indicate the different classes of products with percentage discount for each. Bids that are not clearly identified, by easily identified classes, may be disqualified. Bids that have multiple discounts by category **MUST** list a discount for a miscellaneous category that would be applied to any product not identified by a category discount shown. For evaluation purposes, an estimate of quantity has been inserted to give the miscellaneous category a value in the bid evaluation. **NOTE:** The category discount must be for all items in that category. Bidders shall not offer greater discounts for items on the pricing pages than the category discount offered for that item.

Bidders should mark the items in the catalogs that appear on the pricing pages, to assist in the evaluation and verification of the bids. This is an excel document and will be available electronically after the mandatory pre-bid. Failure to indicate the minimum order quantity on the pricing sheets shall require the vendor to ship any quantity of that product ordered, regardless of size.

3. Bidders must attach current catalog/price list to their bid. The discount shall be taken from the lowest price column in the price list. The percentage discount shall be indicated for each list/category, etc. If multiple percentage discounts are bid, the bidder must clearly indicate which list, category, or brand to which the percentage applies. If any discrepancies exist in the prices and the bid schedule and the actual price list and percentage discount bid, the actual price list and percentage bid shall prevail and be corrected by the buyer for evaluation purposes. This catalog(s)/price list(s) will be used with any resulting contract. Vendors are requested to type the pricing pages.
4. Successful vendor shall provide catalogs/price lists, at no charge, upon request to various state agencies. Additional price lists/catalogs may be

MEDSUP10 Specifications

required from the vendor at any time. These shall be provided at no cost to the State. State agencies may obtain the catalogs/price lists by contacting the contract coordinator.

5. Bidders shall complete the pricing on "MEDSUP10 Pricing Pages". Bidders should complete all columns and information requested. This is a list of items anticipated to be purchased. Quantities for each item represent the approximate volume of anticipated purchases. No future use of contract is guaranteed or implied. The discount rate must be extended to all items found and ordered from the price list. The "unit price" must be the final price that will be charged to the State of West Virginia.
6. The lowest cost, most complete, bid shall be awarded a contract. The discount from list shall remain the same during the entire contract period, including any renewals. The contract awarded shall be based on the entire contract; exceptions are items that are covered by other specific contracts, such as latex gloves and lab supplies are specifically excluded from MEDSUP010 contract.
7. The catalog/price list may be updated at renewal. If the Purchasing Division extends the offer to renew and the new catalogs have significant price increases, Purchasing may decline and re-bid the commodity.
8. Amount is shown for informational purposes only and is not to be construed as a guarantee of any future contract usage.
9. Orders shall be delivered within five (5) working days after orders are received. Spending unit must be advised in writing if orders will be delayed for any reason. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.
10. All deliveries must be made during normal working hours for the delivery location. All shipments of products requiring a material safety data sheet (MSDS) shall include a MSDS included with the product.
11. All bids are to be quoted as F.O.B. destination to any West Virginia location. The minimum order for prepaid shipping to one, in-state destination shall be \$200.00. For orders less than \$200.00, transportation charges (if any) will be invoiced as a separate charge with the original freight bill attached to the invoice. Agencies may make purchases that fall under the \$200.00 limit at a local source to avoid the delivery charges. Note: Stringing orders to circumvent purchasing regulations is expressly prohibited.

MEDSUP10 Specifications

12. All items must have a current manufacture's date. Items received by an agency that has an expiration date within 180 days of receipt, will not be accepted and returned to the vendor for replacement or credit.
13. Verification of product quality is the responsibility of the vendor. The State of West Virginia may require certified mail test data, certifications or samples for testing of material bid. All costs of test samples shall be borne by the vendor as well as freight costs to and from the agency.
14. The successful bidder shall not substitute any other brand of products from those awarded, nor sell any additional items under their contract not specifically covered herein, without prior written permission of the Purchasing Division.
15. All products must be highly efficient and effective in the performance of the tasks for which the product is intended to be used.
16. Bidders must be a manufacturer or a regular stocking licensed dealer for the products offered at the time of the bid.
17. Successful vendor shall provide quarterly reports and annual summaries showing the quantities, dollar value and agencies (including political subdivisions) which have used this contract. Successful vendor shall also be able to provide report showing the top 50 items purchased during the contract period. This report is mandatory and failure of the successful bidder to supply such reports may be grounds for cancellation of contract. Report is to be sent electronically to: kelli.a.winebrenner@wv.gov.
18. Nonconforming products and materials shall be returned to the vendor at no expense to the State of West Virginia at any time during the life of this contract.
19. Internet Access – Vendor should be able to provide internet ordering access. If vendor has such capabilities, this should be so noted in their quotation and describe the process for setting up such ordering for state agencies.

Reminders to Bidders:

Prior to submitting bids, bidders are cautioned to comply with all mandatory bid requirements.

Bidders shall quote a single discount from price list for all items or shall quote a discount from list by category. If multiple category discounts are given, bidders

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Specifications

MUST offer a "miscellaneous" discount category for all items that may not be included in the category discount list.

Include dated and numbered catalog/price list(s) – Two Sets
Please supply and electronic copy of catalog/price list(s)

Complete the Pricing Pages – including the name and other requested information on the contract coordinator to respond to agency inquiries on using the contract.

If the price list makes reference to prices being subject to change, those terms are null and void. All price changes shall be in accordance with Paragraph 7.

Samples **MAY** be requested during the bid evaluation. Samples shall be received within seven days after request is made and at no cost to the State of West Virginia.

Medical Products Supply

MEDSUP10- PRICING PAGE

VENDORS SHOULD COMPLETE ALL COLUMNS																	
Item #	Description	Est. Qty	Equal To	Brand	Mfg. #	Size/Wt	Qty. per Pkg.	Mtn. Order Qty.	Brand Bid	Product #	List Unit Price	Discount %	Pkg. Qty. Bid	Unit Bid Price	Case Bid Price	Per Oz. Bid Price	Bid Total
WOUND/CARE PRODUCTS																	
1	Alginates - Dressings	5000	Kaltostat	Convatec - Bristol Myers	168210	2"X2"	10/box	1	Convatec	168210	\$14.95	—	344	\$14.95	\$14.95	—	\$74,750.00
2	Alginates - Dressings	5000	Kaltostat	Convatec - Bristol Myers	168212	3"X4 3/4"	10/box	1	Convatec	168212	\$14.95	—	344	\$14.95	\$14.95	—	\$259,000.00
3	Alginates - Dressings	5000	Fibracol Plus Collojen	Johnson & Johnson	2981	2"X2"	12/box										
4	Alginates - Dressings	5000	Fibracol Plus Collojen	Johnson & Johnson	2982	4"X4 3/8"	12/box										
5	Collagen - Dressings	5000	Promogran Matrix	Johnson & Johnson	PG019	19.1 sq. in.	10/box										
6	Compression - Bandages	10000	Seopress	Convatec - Bristol Myers	153505	4"X120"	1/box										
7	Compression - Bandages	10000	Surepress	Convatec - Bristol Myers	650947	4"X3.2 yds.	1/box										
8	Foam Dressings	5000	Lyofoam	Convatec - Bristol Myers	164855	4"X4"	20/box										
9	Foam Dressings	5000	Lyofoam	Convatec - Bristol Myers	165655	4"X4"	15/box										
10	Foam Dressings	5000	Tiele Hydropolymer Adhs.	Johnson & Johnson	MTL100	2 3/4"X3 1/2"	10/box										
11	Foam Dressings	5000	Tiele Hydropolymer Adhs.	Johnson & Johnson	MTL103	7"X7"	5/box										
12	Hydrocolloids	5000	Aquacel AG Hydrofiber	Convatec - Bristol Myers	403706	2"X2"	10/box	1	Convatec	403706	\$43.00	—	343	\$43.00	\$43.00	—	215,000.00
13	Hydrocolloids	5000	Aquacel AG Hydrofiber	Convatec - Bristol Myers	403710	6"X6"	5/box	1	Convatec	403710	\$98.00	—	343	\$98.00	\$98.00	—	490,000.00
14	NU-DERM	5000	Hydrocol. Wound Dressing	Johnson & Johnson	HCB102	2"X2"	20/tray										
15	NU-DERM	5000	Hydrocol. Wound Dressing	Johnson & Johnson	HCB107	3.15"X4 3/4"	10/tray										
16	Hydrogels	5000	NU-GEL Collagen Non-Adhesive Dressing	Johnson & Johnson	2489	30 gm. Tube	5/box										
17	Oil Impulsion	2500	Non-Adhesive Dressing	Kendall	6112	3"X3"	50/box										
18	Oil Impulsion	2500	Non-Adhesive Dressing	Kendall	6116	5"X9"	12/box										
19	Packing Strips	5000	NUGAUZE	Johnson & Johnson	8755	1/4"X5 yds.	12/cs										
20	Packing Strips	5000	NUGAUZE	Johnson & Johnson	8751	1/2"X5 yds.	12/cs										
21	Petrolatum Gauze Dressings	2500	ADAPTIC PG Non-Adherent	Johnson & Johnson	2045	1"X8"	50/box										
22	Petrolatum Gauze Dressings	2500	ADAPTIC PG Non-Adherent	Johnson & Johnson	2047	3"X9"	12/box										
23	Saline Dressings	5000	Curasalt	Kendall	3339	6"X6 3/4"	24/box										
24	Transparent Dressings	5000	BICLUSIVE Sterile	Johnson & Johnson	2474	1 3/4"X2 3/4"	100/box										
25	Transparent Dressings	5000	BICLUSIVE Sterile	Johnson & Johnson	2475	3"X4"	50/box										
26	Transparent Dressings	5000	BIOPATCH - Antimicrobial	Johnson & Johnson	2150	1" disc	10/box										
27	Wound Cleansers	10000	See-Clens/Colopast		1063	6 oz.	12/box										

Medical Products Supply

MEDSUP10- PRICING PAGE

VENDORS SHOULD COMPLETE ALL COLUMNS																							
Item #	Description	Est. Qty	Equal To	Brand	Mfg. #	Size/Wt	Qty. per Pkg.	Min. Order Qty.	Brand Bid	Product #	List Unit Price	Discount %	Pkg. Qty. Bid	Unit Bid Price	Case Bid Price	Per Oz. Bid Price	Bid Total						
28	Wound Cleansers	10000	Oplipore Sponge	Convatec - Bristol Myers	125199	-	25/cs																
29	Wound Cleansers	10000	SAF-CLENS AF	Convatec - Bristol Myers	159712	12 oz.	6/cs																
30	Xeroform Gauze	5000	ADAPTIC X - Non-Adherent	Johnson & Johnson	2006	1"X8"	50/box																
31	Xeroform Gauze	5000	ADAPTIC X - Non-Adherent	Johnson & Johnson	2007	5"X9"	50/box																
32	ABD Pads	2500	Sterile	Kendall	7196	5"X9"	20/tray																
33	ABD Pads	2500	Sterile	Kendall	7198	8"X10"	16/tray																
34	Antimicrobial Dressings	2500	Excilon AMD	Kendall	7089	2"X2"	70/tray																
35	Antimicrobial Dressings	2500	Excilon AMD	Kendall	7088	4"X4"	50/tray																
36	Bandage Wraps	10000	3M Coban-Self-Adherent	3M HealthCare	1561	1"X5" yds.	30/box																
37	Bandage Wraps	10000	3M Coban-Self-Adherent	3M HealthCare	1563	3"X5" yds.	24/box																
38	Composite Dressings	2500	CovadermDeRoyal		46-001	4"X4"	25/box																
39	Composite Dressings	2500	CovadermDeRoyal		46-002	4"X6"	25/box																
40	Cover Dressings	5000	Medipore Soft Cloth Tape, etc.	3M HealthCare	2954	3.7/8"X4 5/8"	25/box																
41	Cover Dressings	5000	Medipore Soft Cloth Tape, etc.	3M HealthCare	2956	5 7/8"X5 7/8"	25/box																
42	Gauze Sponges	5000	Curex Sponge	Kendall	7770	2"X2"	100/box																
43	Gauze Sponges	5000	Curex Sponge	Kendall	7772	4"X4"	50/box																
44	Tape - Clear	10000	Transpore	3M HealthCare	1527-2	2"X10 yds.	6 ribox																
45	Tape - Clear	10000	Transpore	3M HealthCare	1527-3	3"X10 yds.	4 ribox																
46	Tape - Cloth	10000	Medipore	3M HealthCare	2962	2"X10 yds.	12/cs.																
47	Tape - Cloth	10000	Medipore	3M HealthCare	2964	4"X10 yds.	12/cs.																
48	Tape - Paper	5000	Microfoam	3M HealthCare	1530-1	1"X10 yds.	12 ribox																
49	Tape - Paper	5000	Microfoam	3M HealthCare	1530-2	2"X10 yds.	6 ribox																
50	Tape - Retention	5000	Microfoam	3M HealthCare	1528-2	2"X5 1/2 yds.	6 ribox																
PERSONAL CARE PRODUCTS																							
51	Anti-Embolism Stockings	5000	TED Knee Length	Kendall	7071	Small	12 prbox																
52	Anti-Embolism Stockings	5000	TED Knee Length	Kendall	7115	Medium	12 prbox																
53	Anti-Embolism Stockings	5000	TED Knee Length	Kendall	7203	Large	12 prbox																
54	Anti-Embolism Stockings	5000	TED Thigh Length	Kendall	3130	Small	6 prbox																
55	Anti-Embolism Stockings	5000	TED Thigh Length	Kendall	3416	Medium	6 prbox																
56	Anti-Embolism Stockings	5000	TED Thigh Length	Kendall	3728	Large	6 prbox																
57	Deodorants	5000	Dial Lady Speed Stick	Colgate	96308	1.5 oz.	12/cs.																
58	Deodorants	5000	Mennen Speed Stick	Colgate	95008	2.0 oz.	12/cs.																
59	2 Ply Facial Tissue	10000	Preference Near Premium	Georgia Pacific	48100	7.63"X9"	100/box																

Medical Products Supply

MEDSUP10- PRICING PAGE

VENDORS SHOULD COMPLETE ALL COLUMNS																		
Item #	Description	Est. Qty	Equal To	Brand	Mfg. #	Size/Wt	Qty. per Pkg.	Min. Order Qty.	Brand Bid	Product #	List Unit Price	Discount %	Pkg. Qty. Bid	Unit Bid Price	Case Bid Price	Per Oz. Bid Price	Bid Total	
60	Economy Unbreakable Comb	2500	1/2 narrow combs- 1/2 wide combs	N/A	N/A	5"	Ea.											
61	Lotions & Creams	5000	Provon	Provon	4231-244-9Z		24/cs.											
62	Lotions & Creams	5000	Provon	Provon	4232-12	12 oz.	12/cs.											
63	Lotions & Creams	2500	Provon	Provon	4236-04	1 Gal.	4/cs.											
64	Oral Care	10000	Toothpaste - Cavity protection	Colgate	50200	.85 oz.	48/cs.											
65	Oral Care	5000	Toothpaste - Cavity protection	Colgate	50500	2.7 oz.	36/cs.											
66	Oral Care	10000	Toothbrush - Med.	N/A	N/A	Adult	Ea.											
67	Oral Care	5000	Toothbrush - Soft Stiffness	N/A	N/A	Adult	Ea.											
68	Oral Care	5000	Toothbrush - Soft Stiffness	N/A	N/A	Child	Ea.											
69	Oral Care	10000	Alcohol-Free Mint Mouthwash	Antibacterial	N/A	4oz.	Ea.											
70	Oral Care	10000	Toothette Swabs w/Mint Dentifrice	Sage Products	5602	N/A	250/box											
71	Oral Care	5000	Efferdent Denture Cleaner	PFIZER	63639	Tablets	90 lb/box											
72	Oral Care	5000	Efferdent Denture Efferdent Cream	PFIZER	63965	2.5 oz.	12/cs.											
73	Powders	10000	Baby Powder	Donovan Industries	BP35	4 oz.	48/cs.											
74	Powders	10000	Baby Powder w/Comstarch	Donovan Industries	BP35C	3.5 oz.	48/cs.											
75	Shaving Products	5000	Razor Personna Twin Blade	American safety Razor	75-0022	Stnd. Wt.	Ea.											
76	Shaving Products	5000	Shave Cream w/Aloe	Colgate	84912	11 oz.	12/cs.											
77	Tongue Blades	10000	Sterile Tongue Blades	GS Select	22-9598	Stnd. Size	100/box											
INFECTION CONTROL																		
78	Hand Disinfectants	5000	Provon Lotion Soap - Antimicrobial	Provon	2118-08	1000 ml.	8/cs.											
79	Hand Disinfectants	5000	Provon Lotion Soap - Antimicrobial	Provon	4216-04	Pour Gallon	4/cs.											
80	Hand Disinfectant Dispenser	10000	Dispenser	Provon	4022-12	1000 ml.	10/cs.											
81	Hand Sanitizers	5000	Antimicrobial Hand Gel	Johnson & Johnson	37008	8 oz.	24/cs.											
82	Hand Sanitizers	5000	Antimicrobial Hand Gel	Johnson & Johnson	37432	32 oz.	6/cs.											
83	Personal Protection	5000	Surgical Masks	3M Health Care	1800+	One Size	50/box											
84	Personal Protection	5000	Surgical Masks w/respirator	3M Health Care	1860	One Size	20/box											

NO BID

Medical Products Supply

MEDSUP10- PRICING PAGE

VENDORS SHOULD COMPLETE ALL COLUMNS																		
Item #	Description	Est. Qty	Equal To	Brand	Mfg. #	Size/Wt	Qty. per Pkg.	Min. Order Qty.	Brand Bid	Product #	List Unit Price	Discount %	Pkg. Qty. Bid	Unit Bid Price	Case Bid Price	Per Oz. Bid Price	Bid Total	
85	Personal Protection	5000	Bouffant Cap - Blue	GS Select	43320	24"	100/box											
86	Personal Protection	5000	Isolation Gown - Fluid Impervious	GS Select	46533	One Size	50/cs.											
87	Personal Protection	5000	Shoe Covers - Uni-size	GS Select	46502	Uni-Size	50pr./box											
88	Alcohol - Bottle	1000	N/A	N/A	N/A	12 oz.	24/cs.											
89	Alcohol Prep Pads	100	N/A	N/A	N/A	N/A	Case											
NO BID																		
90	Basic First Aid Kit	2500	Commercial	N/A	N/A	Min. 200 Items	Min. 200 Items											
91	Advanced First Aid Kit	2500	Commercial	N/A	N/A	Min. 500 Items	Min. 500 Items											
92	Basic First Aid Kit	2500	Car / Home / Office	N/A	N/A	Min. 150 Items	Min. 150 Items											
93	Mini First Aid Kit	2500	Individual Use - Pos	N/A	N/A	Min. 25 Items	Min. 25 Items											
BABY CARE PRODUCTS																		
94	Lotions & Creams	5000	Rash Cream	N/A	N/A	4 oz.	72/cs.											
95	Lotions & Creams	5000	Baby Lotion - Pink	Aplicare	82-72344	4 oz.	72/cs.											
96	Lotions & Creams	5000	Hand & Body	Aplicare	82-79044	4 oz.	72/cs.											
97	Disposable wipes	2000	N/A	N/A	#Q34540	Box	12/cs											
EYE CARE																		
97	Vision Care	5000	Eye Wash	N/A	N/A	8 oz.	12/box											
98	Vision Care	5000	Saline Solution	N/A	N/A	8 oz.	12/box											
99	Vision Care	5000	Patch	N/A	N/A	2-3"	24/box											
OVER THE COUNTER MEDICATIONS																		
100	Pain Reliever/Fever Reducers	10000	Pain Relievers / Fever	N/A	N/A	2/bpk	50/box											
101	Cold & Allergy	10000	Cold & Allergy	N/A	N/A	2/bpk	50/box											
102	Antihistamines	10000	Antihistamines	N/A	N/A	2/bpk	50/box											
EKG/CATH/CRUTCHES/MISC																		
103	Microfill Strips	200	Microfill Strips	Ascensia	#7090	-	Specify/Box											
104	Adult EKG Electrode	800	EKG Electrodes	#ES82650	#ES82650	-	Specify/Pk.											
105	EKG Thermal Paper	100	EKG Thermal Paper	#30015662	#30015662	-	Specify/Box											
106	Catheter	200	Foley 20FR 5 CC	Foley	#1621	-	Ea.											
107	Catheter I.V. 22 Ga X 1"	80	N/A	Foley	#3050	-	Specify/Box											
108	Cervical Collar	200	Cervical Collar	N/A	#0702-05	Large	Ea.											
109	Crutches - Adult	200	Crutches	N/A	#4860CA	Large	Pair											
110	Egg Crate Mattress	1000	Egg Crate Mattress	N/A	N/A	Hospl. Bed	Ea.											
111	Exam Table Paper 20"	100	Exam Table Paper	N/A	N/A	20"	Specify/cs.											
112	Ear Probe Covers	300	Ear Probe Covers	Genius	#8884-8100	-	Specify/Box											
113	Catheter	100	22 Ga Catheter	Inilima	#383323	22Ga X 3/4"	Specify/Box											

RFQ No. MEDSUP10

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Medical Products Supply Inc

Authorized Signature: *Al Gunn* Date: 3-15-2010

State of Maryland

County of Howard, to-wit:

Taken, subscribed, and sworn to before me this 15 day of March, 2010

My Commission expires March 23, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC *Leila Sicilia*

LEILA SICILIA
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 23, 2011

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

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