



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

Request for Quotation

REQ NUMBER: MEDSUP10

PAGE: 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Bound Tree Medical LLC
 5000 Tuttle Crossing
 Dublin OH 43016

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	Net 30	UPS, Federal Express or Freight Carrier	Destination	Best Way	
BID OPENING DATE: 03/18/2010		BID OPENING TIME 01:30PM			
LINE	QUANTITY	UOP	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA	475-00-99-001	\$391.67	\$1,739,509.00
<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 A 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>Cathy Taylor</i>			TELEPHONE (800) 533-0523	DATE March 17, 2010	
TITLE Sr. Bid & Contract Representative			FEIN 31-1739487	ADDRESS CHANGES TO BE NOTED ABOVE	

RECEIVED
 2010 MAR 18 A 10: 02
 PURCHASING DIVISION
 STATE OF WV

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

**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/vro/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).



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TYPE NAME/ADDRESS HERE
**Bound Tree Medical LLC
 5000 Tuttle Crossing
 Dublin OH 43016**

RFQ COPY

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>						

SIGNATURE <i>Cathy Taylor</i>			TELEPHONE (800) 533-0523	DATE March 17, 2010
TITLE Sr. Bid & Contract Representative		FEIN 31-1739487	ADDRESS CHANGES TO BE NOTED ABOVE	

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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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Cathy Taylor</i>	TELEPHONE (800) 533-0523	DATE March 17, 2010
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LINE	QUANTITY	UOP	QNT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Cathy Taylor* TELEPHONE: (800) 533-0523 DATE: March 17, 2010
 TITLE: Sr. Bid & Contract Representative FEIN: 31-1739487 ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED: 02/02/2010	TERMS OF SALE: Net 30	SHIP VIA: UPS, Federal Express, Freight Carrier	POB: Destination	FREIGHT TERMS: Best Way
BID OPENING DATE: 03/18/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	UNIT PRICE	AMOUNT
REQUISITION NO.: MEDSUP10..				
EXHIBIT 10				
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 ... 2/16/2010 cat				
NO. 2 ... 3/3/2010 cat				
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>Cathy Taylor</i> SIGNATURE				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Cathy Taylor</i>	TELEPHONE (800) 533-0523	DATE March 17, 2010
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**Request for
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6

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VENDOR

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BUYER

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LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
Bound Tree Medical LLC COMPANY March 17, 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: Jo Ann Adkins				FILE 42		
RFQ. NO.: MEDSUP10				MEDSUP10		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Cathy Traynor</i>	TELEPHONE (800) 533-0523	DATE March 17, 2010
TITLE Sr. Bid & Contract Representative	FBN 31-1739487	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
					03/18/2010	
					1:30 PM	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- (800) 257-5713 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- Cathy Taynor -----						
***** THIS IS THE END OF RFQ MEDSUP10 ***** TOTAL:						\$1,739,509.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Cathy Taynor* TELEPHONE: (800) 533-0523 DATE: March 17, 2010

TITLE: Sr. Bid & Contract Representative FEIN: 31-1739487 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

2/3/2010

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

MEDSUP10
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.

MEDSUP10- PRICING PAGE

VENDORS SHOULD COMPLETE ALL COLUMNS																	
Item #	Description	Est. Qty.	Equal To	Brand	Mfg. #	StratMkt	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
1	Agaricus - Dressings	5000	Kelostat	ConvaTec - Bristol Myers	168210	2X2"	10/bx	none	Hanson Medical	121-208	\$34.39	8%	EACH	\$31.64	\$158.20		\$158,200.00
2	Agaricus - Dressings	5000	Kelostat	ConvaTec - Bristol Myers	168212	3X4 3/4"	10/bx	none	Z-Medica	969-150EA	\$48.75	14%	each	\$41.79	\$2,089.50		\$208,950.00
3	Agaricus - Dressings	5000	ColloGel	Johnson & Johnson	2881	2X2"	12/bx										
4	Agaricus - Dressings	5000	ColloGel	Johnson & Johnson	2882	4X4 3/8"	12/bx										
5	ColloGel - Dressings	5000	Preimplant Matrix	Johnson & Johnson	PC019	18.1 sq. in.	10/bx										
6	Compression - Bandages	10000	Scotchpress	ConvaTec - Bristol Myers	133505	4X120"	1/bx	none	North Safety	35144TC	\$1.34	23%	bx 2/bx	\$1.03	\$103.00		\$10,300.00
7	Compression - Bandages	10000	Scotchpress	ConvaTec - Bristol Myers	650947	4X3.2 yds.	1/bx										
8	Foam Dressings	5000	Lydracorn	ConvaTec - Bristol Myers	184835	4X4"	20/bx										
9	Foam Dressings	5000	Lydracorn	ConvaTec - Bristol Myers	186655	4X4"	15/bx										
10	Foam Dressings	5000	Telle Hydropepymex Adhs.	Johnson & Johnson	MTL100	2.34x3.12"	10/bx										
11	Foam Dressings	5000	Telle Hydropepymex Adhs.	Johnson & Johnson	MTL103	7X7"	5/bx										
12	Hydrocolloids	5000	Aquasol AG Hydrofiber	ConvaTec - Bristol Myers	403706	2X2"	10/bx										
13	Hydrocolloids	5000	Aquasol AG Hydrofiber	ConvaTec - Bristol Myers	403716	6X6"	5/bx										
14	NU-DERM	5000	Hydrocol. Wound Dressing	Johnson & Johnson	HCB102	2X2"	20/bx										
15	NU-DERM	5000	Hydrocol. Wound Dressing	Johnson & Johnson	HCB107	3.51X4.31"	10/bx										
16	Hydrogels	5000	NU-SEL Collagen Non-Adhesive Dressing	Johnson & Johnson	2489	30 sq. Tube	5/bx										
17	Oil Impulsion	2500	Non-Adhesive Dressing	Kendall	6112	3X3"	50/bx										
18	Oil Impulsion	2500	Non-Adhesive Dressing	Kendall	6116	5X9"	12/bx										
19	Packing Strips	5000	NU-GAUZE	Johnson & Johnson	8755	4/4X5 yds.	12/5										
20	Packing Strips	5000	ADAPTIC PG Non-Adhesive	Johnson & Johnson	8751	1/2X5 yds.	12/5										
21	Petroleum Gauze	2500	ADAPTIC PG Non-Adhesive	Johnson & Johnson	2045	1X8"	50/bx										
22	Petroleum Gauze	2500	ADAPTIC PG Non-Adhesive	Johnson & Johnson	2047	3X9"	12/bx										
23	Saline Dressings	5000	Concast	Kendall	3339	6X6 3/4"	24/bx	none	KENDALL	47-6640BX	\$48.50	24.5%	100/BX	\$34.64	\$138.56		\$173,200.00
24	Transparent Dressings	5000	BICLUSIVE Sterile	Johnson & Johnson	2474	1.94x2.94"	100/bx										
25	Transparent Dressings	5000	BICLUSIVE Sterile	Johnson & Johnson	2475	3X4"	50/bx										
26	Transparent Dressings	5000	BIOPATCH Adhesive	Johnson & Johnson	2150	1" dia	10/bx										
27	Wound Cleaners	10000	Sea-ClearColoplast		1063	6 oz.	12/bx										

MEDSUPP-PRICING PAGE

Item #	Description	Est. Qty	Equal To	Brand	Msg #	Quantity	Qty. per Pkg.	Unit	Second Bid	Product #	List Unit Price	Discount %	Pkg. Qty.	Unit Bid Price	Care Bid Price	Per Oz. Bid Price	Std Total
28	Normal Chlorine	10000	20000	Contrace-	125188	2500	2500	no bid									
29	Wound Creams	10000	3454185 AF	Brand Mers	159772	12 oz.	600	no bid									
30	Xeroderm Cream	5000	ADAPTICX-180	Johnson &	2006	1200	5000	no bid									
31	Xeroderm Cream	5000	ADAPTICX-Non	Johnson &	2007	5700	5000	no bid									
32	ABO Pads	2500	Adherent	Kendall	7156	5700	2000	no bid									
33	ABO Pads	2500	Starch	Kendall	7158	5700	1500	no bid									
34	Antimicrobial Dressings	2500	Emilon AND	Kendall	7089	2700	7000	no bid									
35	Antimicrobial Dressings	2500	Emilon AND	Kendall	7089	4700	5000	no bid									
36	Bandage Wafers	10000	3M Coan-Soft	3M HealthCare	1891	4700 yds.	3000	no bid									
37	Bandage Wafers	10000	3M Coan-Soft	3M HealthCare	1893	3700 yds.	2400	no bid									
38	Compresses	2500	ConformDermal	3M HealthCare	46001	5700	2500	no bid									
39	Compresses	2500	ConformDermal	3M HealthCare	46002	5700	2500	no bid									
40	Conform Dressings	5000	3M HealthCare	3M HealthCare	2854	3700 yds.	2500	no bid									
41	Conform Dressings	5000	3M HealthCare	3M HealthCare	2856	5700 yds.	2500	no bid									
42	Garzo Sponges	5000	Garzo Sponges	Kendall	7770	5700	1000	no bid									
43	Garzo Sponges	5000	Garzo Sponges	Kendall	7772	5700	5000	no bid									
44	Trans - Clear	10000	Trans - Clear	3M HealthCare	15872	2700 yds.	5000	no bid									
45	Trans - Clear	10000	Trans - Clear	3M HealthCare	15873	5700 yds.	4000	no bid									
46	Trans - Clear	10000	Trans - Clear	3M HealthCare	2892	2700 yds.	1200	no bid									
47	Trans - Clear	10000	Trans - Clear	3M HealthCare	2892	4700 yds.	1200	no bid									
48	Trans - Paper	5000	3M HealthCare	3M HealthCare	15031	2700 yds.	1200	no bid									
49	Trans - Paper	5000	3M HealthCare	3M HealthCare	15032	2700 yds.	5000	no bid									
50	Trans - Sterile	5000	3M HealthCare	3M HealthCare	15032	2700 yds.	5000	no bid									
51	Art-Embolism Sponges	5000	7071	Kendall	7071	Small	12000	no bid									
52	Art-Embolism Sponges	5000	7145	Kendall	7145	Medium	12000	no bid									
53	Art-Embolism Sponges	5000	7203	Kendall	7203	Large	12000	no bid									
54	Art-Embolism Sponges	5000	3740	Kendall	3740	Small	5000	no bid									
55	Art-Embolism Sponges	5000	3415	Kendall	3415	Medium	5000	no bid									
56	Art-Embolism Sponges	5000	3726	Kendall	3726	Large	5000	no bid									
57	Procedants	5000	58308	Colum	58308	1.5 oz.	12000	no bid									
58	Procedants	5000	58708	Colum	58708	2.0 oz.	22000	no bid									
59	1/2 PIV Facial Tissue	10000	Premium	Graphic Prods	49100	7.85700"	10000	no bid									

MEBSUP10-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.	Unit Bid Price	Case Bid Price	Per Oz Bid Price	Bid Total
60	Economy Unbreakable Combs	2500	1/2 narrow combs- 1/2 wide combs	N/A	N/A	5"	EA							no bid			no bid
61	Lotions & Creams	5000	Provon	Provon	4231-244-02		24/cs							no bid			no bid
62	Lotions & Creams	5000	Provon	Provon	4232-12	12 oz.	12/cs							no bid			no bid
63	Lotions & Creams	2500	Provon	Provon	4232-04	1 Gal.	4/cs							no bid			no bid
64	Oral Care	10000	Colgate	Colgate	50200	.85 oz.	48/cs							no bid			no bid
65	Oral Care	5000	Colgate	Colgate	50500	2.7 oz.	36/cs							no bid			no bid
66	Oral Care	10000	N/A	N/A	N/A	Adult	EA							no bid			no bid
67	Oral Care	5000	N/A	N/A	N/A	Adult	EA							no bid			no bid
68	Oral Care	5000	N/A	N/A	N/A	Child	EA							no bid			no bid
69	Oral Care	10000	N/A	N/A	N/A	4oz.	EA							no bid			no bid
70	Oral Care	10000	Seagel Products	Seagel Products	8802	N/A	250/box							no bid			no bid
71	Oral Care	8000	PPZER	PPZER	63339	Tablets	50/box							no bid			no bid
72	Oral Care	5000	PPZER	PPZER	63339	Tablets	12/cs							no bid			no bid
73	Powders	10000	Domovan	Domovan	BP35	4 oz.	48/cs							no bid			no bid
74	Powders	10000	Domovan	Domovan	BP35C	3.5 oz.	48/cs							no bid			no bid
75	Shaving Products	5000	American Safety Razor	American Safety Razor	75-4092	Std. Wt.	EA							no bid			no bid
76	Shaving Products	5000	Colgate	Colgate	84912	11 oz.	12/cs							no bid			no bid
77	Tongue Blades	10000	GS Select	GS Select	22-5598	Std. Size	100/box							no bid			no bid
INFORMATIONAL																	
78	Hand Disinfectants	5000	Provon Lotion Soap	Provon	2118-08	1000 ml.	8/cs							no bid			no bid
79	Hand Disinfectants	5000	Provon Lotion Soap	Provon	4216-04	Four Gallon	4/cs							no bid			no bid
80	Hand Disinfectant-Dispenser	10000	Provon	Provon	4022-12	1000 ml.	10/cs							no bid			no bid
81	Hand Sanitizers	5000	Johnson & Johnson	Johnson & Johnson	37008	8 oz.	24/cs							no bid			no bid
82	Hand Sanitizers	5000	Johnson & Johnson	Johnson & Johnson	37432	32 oz.	6/cs							no bid			no bid
83	Personal Protection	5000	3M Health Care	3M Health Care	1800+	One Size	50/box	none 3M	2919708	29.73	12%	20/box 6 boxes	\$26.92	\$161.92			\$134,600.00 /5000 boxes
84	Personal Protection	5000	3M Health Care	3M Health Care	1850	One Size	20/box	none 3M	291860	\$27.44	13%	20/box 6 boxes	\$24.88	\$149.28			\$124,400.00 /5000 boxes

MEDSUP10- PRICING PAGE

Item #	Description	Est. Qty	Equal To	Brand	Mfg. #	Stk/Wt	Qty. per Pkg.	Min. Order Qty.	Brand	Product #	List Price	Discount %	Pkg. Qty.	Unit Bid Price	Case Bid Price	Per Oz. Bid Price	Bid Total
85	Parasent Protection	5000	Beulmont Cap - Blue	SS Select	43330	2"	1000/box	none	Owens & Minor	292211	\$0.29	35%	each 500/cs	\$0.18 ea	\$80.00		\$80.00
86	Parasent Protection	5000	Isolation Gown - Fluid Impervious	GS Select	46533	One Size	50/cs	none	Owens & Minor	291576	\$1.24	19%	each 50/cs	\$1.00 ea	\$75.00		\$75.00
87	Parasent Protection	5000	Shoe Covers - Uni-	GS Select	46602	Uni-Size	500/box	none	Chesler	290540	\$0.46	22%	each 200/cs	\$0.35 ea	\$70.00		\$70.00
88	Alcohol - Betts	1000	N/A	N/A	N/A	12 oz	24/cs	none	Dynarex	F1853	\$2.48	24%	100/box	\$1.88	\$37.60		\$37.60
89	Alcohol Prep Pads	100	N/A	N/A	N/A	N/A	Case	none									
90	Basic First Aid Kit	2500	Commercial	N/A	N/A	N/A	Min. 200 Items	none	North Safety	H0024	\$25.27	13%	18/case	\$21.23	\$382.14		\$382.14
91	Advanced First Aid Kit	2500	Commercial	N/A	N/A	N/A	Min. 500 Items	none	North Safety	688014	\$59.00	10%	18/case	\$53.74	\$322.44		\$322.44
92	Basic First Aid Kit	2500	Car/Home/Office	N/A	N/A	N/A	Min. 150 Items	none	North Safety	H0024	\$25.27	13%	18/case	\$21.23	\$382.14		\$382.14
93	Basic First Aid Kit	2500	Individual Use - Post	N/A	N/A	N/A	Min. 25 Items	none	First Aid Co	886007	\$18.44	10%	10/case	\$18.44	\$184.40		\$184.40
94	Lotions & Creams	5000	Rash Cream	N/A	N/A	4 oz	72/cs										
95	Lotions & Creams	5000	Baby/Lotion - Pink	Aplicare	82-72344 Sz.		72/cs										
96	Lotions & Creams	5000	Hand & Body	Aplicare	92-78044 Sz.		72/cs										
97	Disposable Wipes	2000	N/A	N/A	#034540	Box	12/cs										
98	Eye Wash	5000	N/A	N/A	N/A	8 oz	12/box										
99	Saline Solution	5000	N/A	N/A	N/A	8 oz	12/box										
100	Pain Relievers / Fever Reducers	10000	Cold & Allergy	N/A	N/A	2pk	50/box										
101	Antihistamines	10000	Antihistamines	N/A	N/A	2pk	50/box										
102	Antihistamines	10000	Antihistamines	N/A	N/A	2pk	50/box										
103	Microfilm Strips	200	Microfilm Strips	Ascentia	#7080		Speedy/Box										
104	Adult EKG Electrode	800	EKG Electrodes	#ES92650	#ES92650		Speedy/Pk										
105	EKG Thermal Paper	100	EKG Thermal Paper	#30015892	#30015892		Speedy/Box										
106	Cardiometer	200	Foley 20FR 5 CC	Foley	#1421		Speedy/Box										
107	Car X 1"	80	N/A	N/A	#3050		Speedy/Box										
108	Conical Collar	200	Conical Collar	N/A	#0702-05	Large	EA	none	Ambu	260281	\$8.95	22%	ea 30/cs	\$8.95	\$207.30		\$207.30
109	Crutches - Adult	200	Crutches	N/A	#4880CA	Large	Pair										
110	Egg Crate Mattress	1000	Egg Crate Mattress	N/A	N/A	Hospital Bed	EA										
111	Exam Table Paper	400	Exam Table Paper	N/A	N/A	20"	Speedy/cs										
112	Ear Probe Covers	300	Ear Probe Covers	Gentis	#9884-8100		Speedy/Box	none	B Braun	602519	\$3.05	17%	ea 200/cs	\$2.67	\$534.00		\$534.00
113	Catheter	100	22 Ga Catheter	Inflina	#283323	22Ga X 9"	Speedy/Box	none									

MEBSUP-10- PRICING PAGE

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
114	Needle	500	N/A	#20503040	18 Ga X 1"	Speedy/Bow	none	none	Exel	620300	\$2.50	23%	25 Pkgs. 6 Pk.	\$20.19	\$121.14		\$6,057.00
115	Shoppers Adult	700	N/A	#9514	Adult Lrg.	Ex.					\$1.43	24%	ea 200/ks	\$1.08	\$216.00		\$340.00
116	Splint Adult Wanding Gear	100	N/A	#1740-00	N/A	Ex.											no bid
117	Suture Removal Tray	700	N/A	#266000	N/A	Ex.											no bid
118	Syringe 3cc Luer Lock	200	N/A	#51994	N/A	Speedy/Bow	none	none	Exel	620300	\$2.50	23%	25 Pkgs. 6 Pk.	\$20.19	\$121.14		\$6,057.00
<p>List Discount Percentages:</p> <p>(Use additional sheets if needed for number of discount percentages being offered.)</p> <p>%</p>																	
<p>Category</p> <p>I WOUND CARE PRODUCTS NO BID</p> <p>II PERSONAL CARE PRODUCTS NO BID</p> <p>III INFECTION CONTROL NO BID</p> <p>IV FIRST AID KITS NO BID</p> <p>V BABY CARE PRODUCTS NO BID</p> <p>VI EYE CARE NO BID</p> <p>VII OVER THE COUNTER MEDICATIONS NO BID</p> <p>VIII ERGONAL/GRITCHES/MISC. NO BID</p>																	
<p>Miscellaneous discount no bid ¼ X \$25,000 = no bid</p>																	
<p>Vendors should complete the contract coordinator information below:</p>																	
<p>GRAND TOTAL \$1,739,509.00</p>																	

VENDOR NAME: Bound Tree Medical LLC

CONTACT PERSON: Cathy TAYNOR (Please print)

AUTHORIZED REPRESENTATIVE: Cathy TAYNOR (Signature)

AUTHORIZED REPRESENTATIVE: Cathy TAYNOR (Print)

PHONE: (800) 533-0523

FAX: (800) 257-5713

EMAIL: customerservice@boundtree.com

DATE: March 17, 2010

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: Bound Tree Medical

Signed: Cathy Taylor

Date: March 17, 2010

Title: Sr. Bid & Contract Representative

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



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
MEDSUP1.0

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JO ANN ADKINS
 304-558-8802**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
**Bound Tree Medical LLC
 5000 Tuttle Crossing
 Dublin OH 43016**

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	P.O.B.	FREIGHT TERMS
02/16/2010	Net 30	UPS, Federal Express, Freight Carrier	Destination	Best Way

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

LINE	QUANTITY	UOP	QTY MO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. MANDATORY PRE-BID MEETING SET FOR 02/23/2010 AT 11:00AM HAS BEEN CANCELLED AND WILL NOT BE RESCHEDULED.						
2. WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON THURSDAY, FEBRUARY 25, 2010. NO QUESTIONS WILL BE ACCEPTED OR ADDRESSED AFTER THIS DATE.						
***** END OF ADDENDUM NO. 1 *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Cathy Taylor* TELEPHONE (800) 533-0523 DATE March 17, 2010
 TITLE Sr. Bid & Contract Rep. FEIN 31-1739487 ADDRESS CHANGES TO BE NOTED ABOVE

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

**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/vro/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

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JO ANN ADKINS
 304-558-8802**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/03/2010				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
1. BID OPENING DATE WILL REMAIN AT 1:30PM ON 03/18/2010						
2. MEDSUP10 QUESTIONS AND RESPONSES ATTACHED, 3 PAGES.						
3. NO ADDITIONAL QUESTIONS WILL BE ACCEPTED OR ACKNOWLEDGED AS OF TODAY, 03/03/2010.						
4. NOTE-AN ELECTRONIC VERSION OF MEDSUP10 PRICING PAGE CAN BE FOUND AT: WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM VENDOR MUST SUBMIT A PAPER BID WITH THE MEDSUP10 BID. THE PAPER COPY SHALL PREVAIL IF ANY DIFFERENCES EXISTS BETWEEN THE ELECTRONIC COPY AND THE PAPER BID SUBMITTE						
0001	1	EA		475-00-99-001	\$391.67	\$1,739,509.00
MEDICAL SUPPLIES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Cathy Taylor* TELEPHONE (800) 533-0523 DATE March 17, 2010

TITLE Sr. Bid & Contract Rep. FEIN 31-1739487 ADDRESS CHANGES TO BE NOTED ABOVE

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

**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.
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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).

MEDSUP10 Pricing Pages

1. Please define each column and the information that the State is requesting.
"Unit Price" which "Unit"
"Unit Bid Price" "Case Bid Price" "Per oz. Bid Price", not all items have Cases or a per OZ?
How do we calculate the Bid Total? Which price? Unit, Case, OZ?
Clarify "Vendor should Complete all Columns"

List Unit Price – Price per Package (example: #1 10/box = 1 box)

Unit Bid Price – List Price less Discount

Case Bid Price the Qty per Pkg. x Min Order Qty less Discount

Per Oz. Bid Price – dividing the number of ounces within the "Case Bid Price" to determine the number of ounces then multiplying by unit bid price.

ALL COLUMN INFORMATION (IF APPLICIABLE) IS NEEDED IN THE EVALUATION OF THE BIDS.

2. What Unit of measure is the "estimated quantity"?

Qty. per Pkg as stated on MEDSUP10 Pricing Page

3. Clarify how the award will be determined. What calculations will be used?

See question 1 under MEDSUP Pricing Page

State of West Virginia
RFQ# MEDSUP10
Gulf South Medical Supply Questions
February 24, 2010

RFQ

1. Page 2. Please define "List" in the statement, "This is a discount from list contract."

List price is the products price before any discount is applied.

MEDSUP10 Specifications

1. Page 8. Please clarify the statement, "The State reserves the right to utilize inter-state agreements, such as the WSCA...." Is this in addition to or instead of RFQ MEDSUP10?

MEDSUP10 will be a statewide contract and is mandatory for State Spending Units to utilize. An inter-state agreement could be an optional contact, but would not be mandatory.

2. Page 9. General Information, Line 1, "All products bid, furnished and delivered must be listed in a current catalog(s)..." Please define catalog. In an effort to be more LEAN and GREEN, not all products are listed in a paper catalog, but are listed in online catalogs. This also creates a problem with noting catalog pages.

MEDSUP10 states that items must be listed in a current catalog and only those items listed shall be available to end users once awarded. No new edition or updated catalog will be available to the state until renewal of the contract.

A hard copy catalog is required for bid submittal and evaluation. Vendors can submit in addition to the hard copy catalog, an electronic version of the submitted catalog. The paper catalog shall prevail if any differences exist between the electronic copy and the paper catalog submitted.

3. Page 9, Line 2. "Vendor shall quote...listed in the price list/catalog..." Many catalogs do not have printed prices in them. Please clarify what the State is looking for here.

MEDSUP10 page 9, Line 2 states, "discount from the lowest price listed in the price list(s)/catalogs submitted." Therefore we will accept a catalog which includes pricing, or a catalog with an enclosed price list submitted with the bid.

Discount categories must be easily identifiable. Additionally, the contract pricing (discount from list) must be identified in a manner that will allow the Auditor's Office to understand and process invoices. Bids that do not conform to identifiable categories (by vendor, by catalog, etc.) shall be disqualified.

4. Page 9, Line 2. "Bidders should mark the items in the catalogs..." Please define catalog. In an effort to be more LEAN and GREEN, not all products are listed in a paper catalog, but are listed in online catalogs.

See answer to #2.

5. *Page 10, Line 6, "The lowest, most complete, bid shall be awarded a contract"* How will you determine? One vendor could add one extra antihistamine that is more expensive but adds breadth....does that mean the bid is more complete because it has more alternatives but looses because it is at a higher cost point? Also, one could manipulate that and only provide the less expensive products on the "catalog". Do we need to provide every price on all the products we carry, or are you going with a specific item list?

Bid evaluation will be based on the information submitted on the MEDSUP10 Pricing Pages. We will determine the cost of "each" item and once all items have been evaluated, the lowest, most complete bid shall be awarded a contract, as long as all mandatory requirements have been met.

According to MEDSUP10 page 9, line 2, "The state prefers a single percentage discount from the price list/categories, but will consider bids containing different percentage discounts for different brands, list or categories of supplies.

6. *Page 10, Paragraph 10. "All shipments of products requiring a material safety data sheet shall include a msds included with the product...."* In an effort to be more LEAN and GREEN many companies do not put this in packing boxes but instead offer it online or via customer service. One facility does not need a new piece of paper saying the same thing with every order. Can this be changed to accessing the msds online or via customer service at anytime?

Materials Safety Data Sheet (MSDS) should be included with all shipments of products requiring a materials safety data sheet. MSDS MUST be available online or via customer service.

7. *Page 11, Line 12 "All items must have a manufacture's date..."* Not all medical equipment and supplies have expiration dates.

All medical supplies shall have a two year shelf life.

8. *Page 11, Line 13 "...may require certified mail test data.."* Please clarify this line and provide an example.

Certification is one of the procedures for validating the conformity of the product with specified requirements.

9. *Page 11, Line 14 "The successful bidder... nor sell any additional items..."* Please clarify. This is a catalog bid so would be our entire line.

MEDSUP10 states that items must be listed in a current catalog and only those items listed shall be available to end users once awarded. No additional items will be added to this contract.

Also, according to the specifications of MEDSUP10 page 10 line 6, ..." exceptions are items that are covered by other specific contracts, such as latex gloves and lab supplies are specifically excluded from MEDSUP10. Also excluded are incontinence products as stated on page 8 of MEDSUP10.

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 exceeds 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: Bound Tree Medical LLC

Authorized Signature: Cathy Taylor Date: March 17, 2010

State of Ohio

County of Franklin, to-wit:

Taken, subscribed, and sworn to before me this 17 day of March, 2010

My Commission expires April 24, 2010

AFFIX SEAL HERE

NOTARY PUBLIC Michelle Bechtel (Bechtel)



MICHELLE BECHTEL
Notary Public, State of Ohio
My Commission Expires April 24, 2010