



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
 VNF1010

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 TARA LYLE
 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

RFQ COPY

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 RelyAid

International Manufacturing Group, Inc.
 879 F Street, Suite 120
 West Sacramento, CA 95605

RFQ COPY

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY

ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/09/2011				

BID OPENING DATE: 02/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOF	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. REVISED BID FORM ATTACHED TO REVISE ITEM NOS. 15 AND 16.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 2						
0001	1	EA		850-40		
INCONTINENT PRODUCTS						
***** THIS IS THE END OF RFQ VNF1010 ***** TOTAL:						<u>201,912.00</u>

RECEIVED

2011 FEB 14 AM 9:58

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Steph F. Dunt</i>	TELEPHONE 800-775-6412 x224	DATE 2-10-11
TITLE Gov't Procurement Mgr	FEIN 68-0248920	ADDRESS CHANGES TO BE NOTED ABOVE

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

Item Number	Description	Item Size	Unit Price	Estimated Annual Order Quantities	Extended Price	Case Quantity
1	Underwear with leakage barriers	Small	0.53	6000 ea	3180.00	80
2	Underwear with leakage barriers	Medium	0.53	6000 ea	3180.00	80
3	Underwear with leakage barriers	Large	0.58	5400 ea	3132.00	72
4	Underwear with leakage barriers	X-Large	0.75	4200 ea	3150.00	56
5	Classis Plus Brief	Small	0.43	3600 ea	1548.00	96
6	Classis Plus Brief	Medium	0.46	6000 ea	2760.00	96
7	Classis Plus Brief	Large	0.59	14,400 ea	8496.00	72
8	Classis Plus Brief	X-Large	0.78	14,400 ea	11232.00	72
9	XL Bariatric Brief	XL + Bariatric	1.74	4800 ea	8352.00	32
10	Soothe & Cool Body Lotion	8 oz	1.10	3000 ea	3300.00	12
11	Soothe & Cool Skin Paste	2.5 oz	3.74	1200 ea	4488.00	12
12	Soothe & Cool Moisture Barrier	7 oz	2.86	2400 ea	6864.00	12
13	Soothe & Cool Moisture Barrier	2 oz	1.55	1200 ea	1860.00	12
14	Wash Cream 3 in 1 No Rinse	8.5 oz	4.64	3600 ea	16704.00	16
15	Personal Cleansing Washcloths **	64 count/pack	4.12	9600 ea	39552.00	512
16	Disposable Underpads ***	50 count/pack or bag	7.47	10,000 ea	74,700.00	200
17	Calazime Protectant Paste	4 oz	5.56	600 ea	3336.00	12
18	Remedy Nutrashield	4 oz	6.05	600 ea	3630.00	12
19	Remedy Antifungal Powder	3 oz	4.08	600 ea	2448.00	12
				Grand Total	\$ 201,912.00	

Note: All items will be ordered by the case

* Extended Price = Each Price multiplied (X) Estimated Annual Order Quantities

** Item #15, Personal Cleansing Washcloths: The unit size is 64 count per pack. The unit price should be based on one (1) pack containing 64 washcloths and then multiplied by the Estimated Annual Order Quantity.

*** Item #16, Disposable Underpads: The unit size is 50 count per pack or bag. The unit price should be based on one (1) pack or bag then multiplied by the Estimated Annual Order Quantity.

EXHIBIT 10

REQUISITION NO.: V.N.F.1010

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

NO. 2

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.

Steph F. Quast
.....
SIGNATURE

International Manufacturing Group, Inc.
.....
COMPANY

2-10-11
.....
DATE

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).