February 11, 2011

Ms. Tara Lyle.
Procurement Officer
Division of Veterans Affairs
Veterans Nursing Facility
One Freedoms Way
Clarksburg, WV 26301

Subject: RFQ No. VNF1010: Incontinent Products

Dear Ms. Lyle:

Medline Industries, Inc. is pleased to respond to your RFQ for the Subject bid quotation entitled "Incontinent Products". We have enclosed the original of our complete bid and all required documents for your favorable review.

In response to the specification #12 on page 6 of the RFQ, Medline offers internet ordering access at www.medline.com. Once Medline is awarded the contract, the contract's items and prices will be uploaded to your online Medline account. The authorized personnel designated by the Division of Veterans Affairs will be given access with a username and password. In addition, we also use EDI which is a system to system ordering process.

For any questions regarding the solicitation, you may contact Ms. Marsha Corl, State & Local Bid Contract Coordinator at 866-212-2822 or by e-mail at mcorl@medline.com. We look forward to providing the Division of Veterans Affairs Veterans Nursing Facility with quality incontinent products at a competitive price.

Yours truly,

Michael D. O'Ryan Government Bid Manager

Michael D. O'Ryton

847-643-4759

moryan@medline.com

Enclosure

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WY PURCHASING DIVISION



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Pay 50100 Post Office Box 50130 Charleston, WV 25305-0130

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TARA LYLE 304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE MEDLINE INDUSTRIES, INC ONE MEDCINE PLACE MONDERETA, IL 60060

DIVISION OF VETERANS AFFAIRS VETERANS NURSING FACILITY

ONE FREEDOMS WAY CLARKSBURG, WV 26301

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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).



RFQ COPY

TYPE NAME/ADDRESS HERE

Medline Industries

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

Request for Quotation

VNF1010

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE 304-558-254

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DIVISION OF VETERANS AFFAIRS VETERANS NURSING FACILITY

ONE FREEDOMS WAY CLARKSBURG, WV 26301

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

Request for
Quotation

VNF101

ADDRESS CORRE

304-558-2544

DIVISION OF VETERANS AFFAIRS VETERANS NURSING FACILITY

ONE FREEDOMS WAY CLARKSBURG, WV 26301

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

Request for Quotation

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TARA LYLE 304-558-2544

TYPE NAME/ADDRESS HERE Medline Industries

DIVISION OF VETERANS AFFAIRS VETERANS NURSING FACILITY

ONE FREEDOMS WAY CLARKSBURG, WV 26301

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

Request for
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VNF 10

ADDRESS CORRETTER LYLE

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304-558-2544

DIVISION OF VETERANS AFFAIRS VETERANS NURSING FACILITY

ONE FREEDOMS WAY CLARKSBURG, WV 26301

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The WV Veterans nursing Facility is soliciting bids for an open-end contract to provide and deliver incontinent products per the attached specifications. This contract will be awarded to one vendor that meets all of the specifications with the lowest bid.

Specifications:

- 1. The spending unit location One Freedoms Way, Clarksburg, WV 26301.
- Bidders must complete all spaces on the enclosed pricing page. Bidders should bid on the items or "equal to", listed on the enclosed pricing page. All item details must be filled in for vendor's bid to be accepted as complete.
- 3. If bidding equal to products, bidder should provide printed brochure with bid. Samples shall be provided within three (3) working days of request.
- 4. Orders shall be delivered within three (3) working days to the spending unit after orders are received. Spending unit must be advised in writing if orders will be delayed for any reason. Vendor shall carry an adequate stock to insure such delivery service for the duration of the contract.
- 5. All deliveries must be made during the hours of 8:00am- 3:00pm. Delivery trucks must have a lift gate and deliveries must be dropped off inside the facility.
- 6. A material safety data sheet (MSDS) must be included with the first shipment of each product and thereafter with any revisions.
- 7. Bidders should include delivery in their bid.
- 8. All items must have a current manufactor's date. Items received by the spending unit with an expiration date within 180 days of receipt, will not be accepted and returned to the vendor for replacement or credit.
- 9. The successful bidder shall not substitute any other brand of products from those awarded, not sell additional items under their contract not specifically covered herein.
- 10. All products must be highly efficient and effective in the performance of the tasks for which the product is intended to be used.
- 11. Nonconforming products and materials shall be picked up by the vendor or their designee at the expense of the vendor.
- 12. Bidder should be able to provide internet ordering access. If vendor has such capabilities, this should be so noted in their quotation and described briefly.

VNF1010

The following preferred brands and model numbers are the minimum acceptable level of quality for each product. Vendor should bid equal to or better than the requested specifications listed below.

Item # 1. Underwear with leakage barriers super plus absorbency, tear away sides – leakage barriers – colored stitching – additional inner acquisition layer – level 7 absorbency.

Requested brand: Attends

Mfn. # APP0710

MEDUNE MSC 2300

Item # 2. Underwear with leakage barriers super plus absorbency, tear away sides – leakage barriers – colored stitching – additional inner acquisition layer – level 7 absorbency, fits hips 34" – 43".

Requested brand: Attends

Mfn. # APP0720

MEDLINE 13005

Item # 3. Underwear with leakage barriers super plus absorbency tear away sides – leakage barriers – colored stitching – additional inner acquisition layer – level 7 absorbency, fits hip 44" – 58".

Requested brand: Attends

Mfn. # APP0730

MEDLINE 13505

Item # 4. Underwear with leakage barriers super plus absorbency, tear away sides – leakage barriers – colored stitching – additional inner acquisition layer – level 7 absorbency.

Requested brand: Attends

Mfn. # APP0740

MEDLINE 13600

Item # 5. Classic plus brief insta Dri Skin Caring system soft non —woven back sheet moisture — proof, polyethylene lining blue, curved elastics, super fit, refasten able tape zone pant like leg cut and wing design production code — wetness indicator fits hips 22" -36".

Requested brand: Tena

Mfn. # 66100

MEDLICE MSC 94250A

Item #6 Classic plus brief insta Dri Skin Caring system. Soft non woven back sheet moisture proof, polyethylene lining, blue, curved elastics, super fit re-fasten able tape zone pant like leg cut wing design, production code - wetness.

Requested brand: Tena

Mfn # 67713

MEDCINE ULTRACLASSMD

Item #7 Classic plus brief, Insta Dri Skin Caring system, soft, non - woven back sheet moisture proof, polyethylene lining blue, curved elastic super fit re- fasten able tape zone pant like leg cut and wing design production code - wetness indicator fits hips 48" x 59".

Requested brand: Tena

Mfn. # 67813

MEDLINE DUTRACLASSLG

Item #8 Classic plus brief insta Dri Skin Caring system soft, non woven back sheet moisture proof, polyethylene lining blue, curved elastic super fit re-fastenable tape zone, pant like cut, and wing design production code – wetness indictor fits hips 60" x 64".

Requested brand Tena

Mfn # 61375

MEDICINE ULTRACLASSYLG

Item # 9 XL + bariatric brief maximum protection capacity exceeds one gt. liquid. Stretchy breathable side panels refastenable tape tabs Kufguards for leakage /bowel containment lycra leg gathers provide a comfortable fit. Wetness indictor – yellow lines turn blue when moisture is present fits hips 64" x 90"

Requested brand Tranquility products

Mfn # PBE\ 2190

MEDCIDE BARIBRIEFC

Item # 10 Soothe & Cool fresh moisturizing body lotion with Aloe, 8oz

Requested brand Medline

Mfn# MSC095362

Item # 11 Soothe & Cool skin paste enhanced with Allantion 2.5 oz

Requested brand Medline

Mfn# NDC53329-00

MEDUNE MSC 095450

Item # 12 Soothe & cool moisture barrier ointment with Aloe & vitamins A,D & E, 7oz

Requested brand Medline

Mfn#_MSC095382

Item # 13 Soothe & Cool moisture barrier ointment with Aloe & vitamins A,D & E, 2oz

Requested brand Medline

Mfn# MSC095380

Item # 14 Wash Cream 3 in 1 no rinse ph 5.5, 8.5oz

Requested brand Tena

Mfn# A33

MESCINE MSC 095070

Item # 15 Personal cleansing washcloths, 64 count

Requested brand Tyco/ Healthcare

Mfn# 6599N

MEDCAVE MSC 263702

Item #16 Disposable Underpads 23" x 24", 50 count

Requested brand Tyco/ Healthcare

Mfn# 1038

MEDLINE MSC 281225

Item # 17 Calazime Protectant Paste 4oz.

Requested brand Medline

Mfn# MSC094544

Item # 18 Remedy Nutrashield 4oz.

Requested brand Medline

Mfn# MSC094534

Item # 19 Remedy Antifungal Powder 3oz.

Requested brand Medline

Mfn# MSC094603

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	13161	350 I	8888	, 5ac	J Sco	. 2500	.3333	OSH.	1,2500	,9833	3,8820	3.0250	1,4600	1.7541	2/46/	Oply Bed	5.1183	5,5187	5.750	Grand Total
tem Size	Small	Medium	Large	X-Large	Small	Medium	Large	X-Large	XL + Barlatric	208	2.5 oz	7 02	2 02	8.5 oz	64 count/pack	50 count/pack or bag	4 02	4 02	302	
Description Description	Underwear with leakage barriers	Underwear with leakage barriers	Underwear with leakage barriers	Underwear with leakage barriers	Cassis Plus Brief	Classis Plus Brief	Classis Plus Brief	Classis Plus Brief	XL Bariatric Brief	Soothe & Cool Body Lotion	Soothe & Cool Skin Paste	Soothe & Cool Moisture Barrier	Soothe & Gool Moisture Barrier	Wash Cream 3 in 1 No Rinse	Personal Cleansing Washcloths **	Disposable Underpads ***	Calazime Protectant Paste	Remedy Nutrashield	Remedy Antifungal Powder	
liem Number	-	2	3	4	5	9	7	· ø	6	10	11.	12	13	141	15.	16.	17	18:	19	

Note: All frems will be ordered by the case

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

* 12/485 - 12,800 ctn ** 1955 (50) - 200/co

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. * * *

PREVIOUS:	\$2,252.40	\$2,478.00	\$2,478.06	\$2,483.88	\$973.08	\$1,647.00	\$3,568.32	\$5,901.12	\$5,800.80	\$1,290.00	00'888'9\$	\$9,168.00	\$2,484.00	\$11,412.00	\$28,139,52	\$68,850.00	\$2,460.00	\$7,998.00	\$3,528.00	\$1,69,800,18
000	\$1,908.60	\$2,100.00	\$2,099.52	\$2,100.00	\$900.00	\$1,500.00	\$4,799.52	\$5,760.00	\$6,000.00	\$2,949.90	\$4,659.60	\$7,260.00	\$1,680.00	\$6,314.76	\$27,463.68	\$67,450.00	\$3,070.98	\$3,341.52	\$2,253.00	\$153,611.08
USAGE/EA	000′9	6,000	5,400	4,200	3,600	000′9	14,400	14,400	4,800	3,000	1,200	2,400	1,200	3,600	009'6	10,000	009	009	009	
UOM CHG															\$2.9312 12,800-48's	\$6.8850 10/5's (50)				
PREVIOUS	\$0.3754	\$0.4130	\$0.4589	\$0.5914	\$0.2703	\$0.2745	\$0.2478	\$0.4098	\$1.2085	\$0.4300	\$5.7400	\$3.8200	\$2.0700	\$3.1700	\$2.9312	\$6.8850	\$4,1000	\$13,3300	\$5.8800	
EACH	\$0.3181	\$0.3500	\$0.3888	\$0.5000	\$0.2500	\$0.2500	\$0.3333	\$0.4000	\$1.2500	\$0.9833	\$3.8830	\$3.0250	\$1.4000	\$1.7541	\$2.1456	\$6.7450	\$5.1183	\$5.5692	\$3.7550	
CS/PR	\$28.00	\$28.00	\$28.00	\$28.00	\$24.00	\$24.00	\$24.00	\$24.00	\$40.00	\$11.80	\$46.60	\$36.30	\$16.80	\$84.20	\$25.74	\$26.99	\$61.42	\$66.83	\$45.06	
CS/QTY	88	80	. 72	95	96	96	72	09	32	12/8oz	12/2.5oz	12/7oz	12/2oz	48/80Z	12/48's	40/5's	12/402	12/4oz	12/3oz	
CROSS	MSC23000	MSC13005	MSC13505	MSC13600	MSC94250A	ULTRACLASSMD	ULTRACLASSLG	ULTRACLASSXLG	BARIBRIEFC	MSC095362	MSC095450	MSC095382	MSC095380	MSC095070	MSC263702	MSC281225	MSC094544	MSC094534	MSC094603	
ITEM	APP0710	APP0720	APP0730	APP0740	66100	67713	67813	61375	2190					TENA-A33	TYCO-6599N	TYCO-1038				
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Medline Industries, Inc One Medline Place Mundelein, IL 60060 866-212-2822

Yellow indicates CURRENT BID Gray indicates PREVIOUS CONTRACT

RFQ No. UNF 1010

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:

WEGO THE COLLOWING CLONATURE

"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 countles 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.

ANTIMESS THE LOFFOANIAG SIGNATOVE	/
Vendor's Name: MED CANE ANDUSTRIES	NC
Authorized Signature: / lay /	Date:
State of /LUNOIS	
County of LAKE to-wit:	
Taken, subscribed, and sworn to before me this \(\frac{1}{2} \) day of	tebrury 2011.
My Commission expires 5\8	. 20_13
AFFIX SEAL HERE NOTA	ARY PUBLIC
"OFFICIAL SEAL"	V
≝ Erika Palmer {	
Notary Public, State of Illinois My Commission Evolution	

Purchasing Affidavit (Revised 12/15/09)

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 preced-
	ing the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of 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 business continuously in West Virginia resident vendor who has 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.
requires against or dedu	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
By subrauthoriz	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and sees the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate as during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder:	N1 1'
Date:_	Title:
*Check a	nny combination of preference consideration(s) indicated above, which you are entitled to receive.

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.
- 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 verify that the vendor is licensed and in good standing with the above entities. the director or spending
- 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

VNF1010

PA	GE
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ADDRESS CORRESPONDENCE TO ATTE	IO NOITNE		
		23	
TARA LYLE			
384-558-2544			

RFQ COPY	
TYPE NAME/ADDRESS	
MEDIALE INDUS	
ONE MEDLINE	PLACE
MONDELEIN, IC	60060

DIVISION OF VETERANS AFFAIRS VETERANS NURSING FACILITY

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

DATE PRIN	TED	TER	MS OF SAL	E	SI	IP VIA	F	O.B.	FREIGHT TERMS
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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.
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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

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	2

TARA LYLE

304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE Medline Industries

DIVISION OF VETERANS AFFAIRS VETERANS NURSING FACILITY

ONE FREEDOMS WAY CLARKSBURG, WV 26301

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VNF1010 Addendum #1

Who won the contract for the items in the current RFQ for incontinent products (RFQ Q1: VNF1010)? Gulf South Medical - Contract/Purchase Order No. VNF1003 A1: What prices is the Veterans Nursing Facility currently paying for these items? Q2: Vendor can call archive area to get copy of previous contract and pricing at 304-558-2336. A2: Please reference Contract/Purchase Order No. VNF1003. In regards to the above mentioned RFQ is the pricing for this contract available? Q3: Vendor can call the archive area for a copy of the previous contract and the pricing at A3: 304-558-2336. Please reference Contract/Purchase Order No. VNF1003. Are you now purchasing the requested brand name product or an "equal" product? Q4: The product should at least equal to the brand names listed in the RFQ. A4:

State of West Virginia Request to Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130

Charleston, WV 25305-0130

WV PURCHASING ACA SECT Fax 304-558-4115 Feb 9 2

**REQUEST FOR **BEGING MEETING ACA SECT Fax 304-558-4115 Feb 9 2

VNF1010

SE PASSES

TARA LYLE

ADDRESS CORRESPONDENCE TO A 11 ENTION OF 304-558-2544

₹709024346 01 866-212-2822 MEDLINE INDUSTRIES DNE MEDLINE PLACE

MUNDELEIN IL 60060

DIVISION OF VETERANS AFFAIRS VETERANS NURSING FACILITY

ONE FREEDOMS WAY
CLARKSBURG, WV 26301

304-627-2415

Feb 9 2011 02:48pm P002/005

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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.

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Note: All items	19.	1.8	17	16.	15.	141	13	12	11	10	9:	œ	7	G	U1	4	tu	2	1	Itam Number
Note: All items will be ordered by the case	Remedy Antifungal Powder	Remedy Nutrashield	Calazime Protectant Paste	Disposable Underpads ***	Personal Cleansing Washcoths **	Wash Cream 3 in 1 No Rinse	Soothe & Cool Moisture Barrier	Soothe & Cool Moisture Barrier	Soothe & Cool Skin Paste	Soothe & Cool Body Lotion	XL Bariatric Brief	Classis Plus Brief	Classis Plus Brief	Classis Plus Brief	Classis Plus Brief	Underwear with leakage barriers	Underwear with leakage barriers	Underwear with leakage barriers	Underwear with leakage barriers	Description
	3 oz	7 4 07	4 02	50 count/pack or bag	64 count/pack	8.5 oz	2 02	702	2.5 oz	ZO 8	XL + Bariatric	X-Large	Large	Medium	Small	X-Large	Large	Medium	Small	ttemSize
Grand Total				or bag	Ç.															u repose
\$.	600 ев	600 ea	600 ea	10,000 ea	9600 ea	3600 ea	1200 ea	2400 ea	1200 ea	3000 ea	4800 ea	14,400 ea	14,400 ea	6000 ea	3600 ea	4200 ea	5400 ea	6000 ea	5000 ea	Estimated Amura Order Granthies
																				Extended Price

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

^{*} washcloths and then multiplied by the Estimated Annual Order Quantity. 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

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

EXHIBIT 10

REQUISITION NO. UNF 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.

NO. 1 NO. 2 NO. 3 NO. 4

ADDENDUM NO.'S:

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.

SIGNATURE

COMPANY

DATE

REV. 11/96

West Virginia Veteran's Home Incontinence 2/11/2011 One year contract pricing

Mfg Item Number	Medline Cross	Description	UoM	Case Count	Size	Waist Size
BREZ1090	BARIBRIEFC	RDIEE PARIATRIC CLOTHIJES CRAIGAN 22 /05				
01122030	D/ (MIDICIEL C	BRIEF,BARIATRIC,CLOTHLIKE,GRN,94",32/CS	CS	32	Bariatric	65"-94"
APP0720	MSC13005	UNDERWEAR,PROTECTIVE,PROTECT,MD,28-40"	CS	80	Medium	28" - 40"
APP0730	MSC13505	UNDERWEAR, PROTECTIVE, PROTECT, LG, 40-56"	CS	72	Large	40" - 56"
APP0740	MSC13600	UNDERWEAR, PROTECTIVE, PROTECT, XLG, 56-68"	CS	56	Xlarge	56" - 68"
APP0710	MSC23000	UNDERWEAR,PROTECTIVE,CLASSIC,SM,20-28"	CS	88	Small	20"-28"
1038	MCC39133F	LINDEDDAD FLATER COOK				
1036	MSC281225	UNDERPAD,FLUFF,ECONO,PROT PLUS,23X24	CS	200	23"x24"	N/A
66100	MSC94250A	BRIEF,CONTOUR,PROTECTION PLUS,SM,20-31"		0.6		11
		=:::	CS	96	Small	20"-31"
67813	ULTRACLASSLG	BRIEF,CLOTHLIKE,LG,48-58"	CS	72	Largo	48" - 58"
67713	ULTRACLASSMD	BRIEF,CLOTHLIKE,MD,32-42"	CS	96	Large Medium	32"-42"
61375	ULTRACLASSXLG	BRIEF,CLOTHLIKE,XL,59-66"	CS	60	Xlarge	59" - 66"