



## West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

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

## Header

List View

**General Information** [Contact](#) [Default Values](#) [Discount](#) [Document Information](#)

Procurement Folder: 159727

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0506

Vendor ID:

SO Doc ID: JWH1600000003

Legal Name: PRODUCTS UNLIMITED INC

Published Date: 12/9/15

Alias/DBA:

Close Date: 1/12/16

Total Bid: \$47,270.00

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description:

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 159727

**Solicitation Description :** Purchase of 2 new Nursing Home Whirlpool Tubs for JWH

**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation No		Version
	2016-01-12 13:30:00	SR	0506 ESR01121600000002931	1

**VENDOR**

000000224261  
 PRODUCTS UNLIMITED INC

**FOR INFORMATION CONTACT THE BUYER**  
 April Battle  
 (304) 558-0067  
 april.e.battle@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Nursing Home Whirlpool Tubs	2.00000	EA	\$23,635.000000	\$47,270.00

Comm Code	Manufacturer	Specification	Model #
30181517			

<b>Extended Description :</b>	Section 3.1.1 in the specifications
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Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 13 – Equipment

Proc Folder: 159727

Doc Description: Purchase of 2 new Nursing Home Whirlpool Tubs for JWH

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-12-09	2016-01-12 13:30:00	CRFQ 0506 JWH1600000003	1

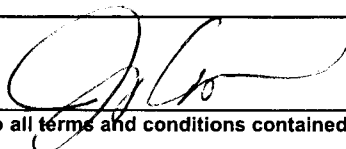
BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:  
 Products Unlimited, Inc.  
 PO Box 339  
 Justin, TX 76247  
 (800)865-4683

**FOR INFORMATION CONTACT THE BUYER**

April Battle  
 (304) 558-0067  
 april.e.battle@wv.gov

Signature X  FEIN # 75-2438342 DATE 01/12/16

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

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of the WVDHHR/BHHR/Jackie Withrow Hospital at 105 S Eisenhower Dr, Beckley, WV 25801 to establish a contract for the one time purchase of two (2) new Nursing Home Whirlpool Tubs.

PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR  BECKLEY WV25801  US		PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR  BECKLEY WV 25801  US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Nursing Home Whirlpool Tubs	2.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30181517	<i>Apollo Bath</i>		<i>WP6000A</i>

**Extended Description :**  
 Section 3.1.1 in the specifications

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	TQ due	2015-12-23

<b>JWH160000003</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Purchase of 2 new Nursing Home Whirlpool Tubs for JWH	<b>Page 3</b> <b>of 3</b>
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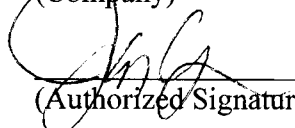
**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Products Unlimited, Inc.  
(Company)

 Jamey Cooper, Account Executive  
(Authorized Signature) (Representative Name, Title)

(800) 825-4683, (940) 648-3407, 01/12/16  
(Phone Number) (Fax Number) (Date)



ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: JWH1600000003

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

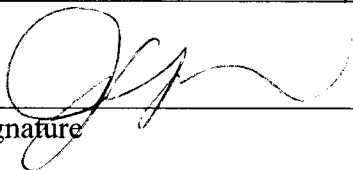
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: None  
(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Products Unlimited, Inc.  
Company

  
Authorized Signature

01/12/16  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION  
CRFQ 0506 JWH160000003  
Nursing Home Whirlpool Tubs

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The WVDHHR / BHHF / Jackie Withrow Hospital at 105 S Eisenhower Dr. Beckley, WV 25801 to establish a contract for the one time purchase of two (2) new Nursing Home Whirlpool Tubs.

The contract awarded as a result of this solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its' awarded contract are subject to the requirements of Attachment 1: Provisions for Federally Funded Procurements.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **“Contract Item”** means two (2) new Nursing Home Whirlpool Tubs as more fully described by these specifications.

2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division..

3. **GENERAL REQUIREMENTS:**

3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 **2 New Nursing Home Whirlpool Tubs (Apollo Model 6000 or equal)**

3.1.1.1 Tubs must have a level glide entry and exit system on the front of the tub and including a chair with up to a 400lb capacity.

3.1.1.2 Tubs doors must be hinged on the Left-Hand Side.

3.1.1.3 Tubs must feature a digital scale integrated into the level glide system or chair for obtaining resident weights.

REQUEST FOR QUOTATION  
CRFQ 0506 JWH1600000003  
Nursing Home Whirlpool Tubs

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**3.1.1.4** Tubs must feature a Rapid Fill Reservoir with an automatic shut-off.

**3.1.1.5** Tubs must feature a four jet omni-directional whirlpool hydrotherapy.

**3.1.1.6** Tubs must feature a remedy Ultraviolet (UV) infection control water purification system.

**3.1.1.7** Tubs must feature an automatic cleaning and disinfection system.

**3.1.1.8** Tubs must feature premium flush mount waterfall faucets.

**3.1.1.9** Tubs finish must be a formica denim canvas matte (or equal).

**3.1.1.10** Vendor will only be responsible for supplying the tubs. The facility will be responsible for the installation. Following the installation, the facility will contact the vendor to send a representative to in-service the staff. The vendor must send a representative to do this in-service within 21 calendar days after they are contacted.

**3.1.2 Shipping / Freight Charges.**

**3.1.2.1** Tubs must be shipped to the facility within 60 calendar days after receiving a purchase order.

**3.1.2.2** A delivery vehicle with a lift gate is required to make this delivery.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by completing all pricing and contact information on the pricing page following this RFQ.

REQUEST FOR QUOTATION  
CRFQ 0506 JWH160000003  
Nursing Home Whirlpool Tubs

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Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

**5. PAYMENT:**

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Contract Items within 60 calendar days after receipt of the purchase order. After the facility completes the installation and contacts the vendor, the vendor must be on site within 21 calendar days to complete a staff in-service. Contract Items must be delivered to Agency at: Jackie Withrow Hospital, Receiving Dept. at 105 S Eisenhower Dr. Beckley, WV 25801.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

**6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product

REQUEST FOR QUOTATION  
CRFQ 0506 JWH1600000003  
Nursing Home Whirlpool Tubs

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shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7 VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

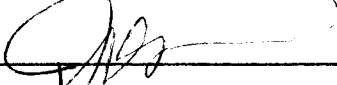
7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

CRFQ JWH 1600000006 Nursing Home Whirlpool Tubs Pricing Page  
Exhibit A

Item:	Quantity:	Description:	Unit Price:	Total Amount:
1	2ea	Nursing Home Whirlpool Tubs (Section 3.1.1 in specifications.)	\$ <u>22,985.<sup>00</sup></u>	\$ <u>45,970.<sup>00</sup></u>
2	1ea	Shipping / Freight to include delivery with a liftgate.	\$ <u>1300.<sup>00</sup></u>	\$ <u>1300.<sup>00</sup></u>

Grand Total Amount (Add total amounts from items 1 and 2) \$ 47,270.<sup>00</sup>

Vendor: Products Unlimited, Inc.  
Address: PO Box Box 339  
Remit to address: Justin, TX 76247  
Contact Person: Janey Cooper  
Email: jcooper@products-unlimited.com  
Phone number: (800) 865-4683  
Fax number: (940) 648-3407  
Signature:   
Date: 01/12/16

# 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 Vendor Preference, if applicable.

1.  **Application is made for 2.5% 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% 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% 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% 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% 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% 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.
7.  **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Products Unlimited, Inc.

Signed: [Signature]

Date: 01/12/16

Title: Account Executive

# PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Products Unlimited, Inc.

Authorized Signature: [Signature] Date: 01/12/16

State of Texas

County of Benton, to-wit:

Taken, subscribed, and sworn to before me this 12<sup>TH</sup> day of January, 2016

My Commission expires March 12, 2018.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature]

*Purchasing Affidavit (Revised 08/01/2015)*

