



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

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	F.O.B.	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
<p>***** ADDENDUM NO. 2 *****</p> <p>1. BID OPENING DATE WILL REMAIN AT 1:30PM ON 03/18/2010</p> <p>2. MEDSUP10 QUESTIONS AND RESPONSES ATTACHED, 3 PAGES.</p> <p>3. NO ADDITIONAL QUESTIONS WILL BE ACCEPTED OR ACKNOWLEDGED AS OF TODAY, 03/03/2010.</p> <p>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.</p> <p>THE PAPER COPY SHALL PREVAIL IF ANY DIFFERENCES EXISTS BETWEEN THE ELECTRONIC COPY AND THE PAPER BID SUMBITTE</p>						
0001	1	EA		475-00-99-001		
MEDICAL SUPPLIES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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/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).

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.