



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
MEDSUP12

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

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
12/23/2011				

BID OPENING DATE: 02/01/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		475-00-99-001		
<p>MEDICAL SUPPLIES</p> <p>REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO FURNISH MEDICAL SUPPLIES TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>NOTE: AN ELECTRONIC VERSION OF MEDSUP12 PRICING PAGES CAN BE FOUND AT:  <a href="http://www.state.wv.us/admin/purchase/newbul.htm">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM</a>            VENDOR MUST SUBMIT A PAPER BID WITH THE MEDSUP10 BID.</p> <p>THE PAPER COPY SHALL PREVAIL IF ANY DIFFERENCE EXISTS BETWEEN THE ELECTRONIC COPY AND THE PAPER BID SUBMITTED.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 01/12/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE            DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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BID OPENING DATE: 02/01/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305  FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV  ***** THIS IS A DISCOUNT FROM LIST CONTRACT. ALL MEDICAL SUPPLIES IN BIDDER'S HARD COPY CATALOG SHALL BE COVERED AT THE DISCOUNT LISTED ON THE PRICING PAGES. *****  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.  UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.  RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE						

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<p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>						

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<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p>						

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<p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT:            (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p> <p>RFQ. NO.: MEDSUP12</p> <p>BID OPENING DATE: 02/01/2012</p> <p>BID OPENING TIME: 1:30 PM</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ    MEDSUP12    ***** TOTAL:						

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## Medical Supplies – Specifications

### MEDSUP12

#### I. PURPOSE AND SCOPE:

The West Virginia Purchasing Division is soliciting bids to establish a statewide contract for medical supplies. The Contract awarded from this RFQ shall cover Eligible Items from Vendor's Catalogue. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.

#### II. DEFINITIONS:

The terms listed below shall have the meanings assigned to them as follows:

1. **“Agency” or “Agencies”** means any public entity seeking to procure Eligible Items under this Contract.
2. **“Catalogue”** means the price list or sales catalogue that includes all items that Vendor can and will sell under this Contract.
3. **“Catalogue Price”** means the lowest price listed for an Eligible Item in Vendor's Catalogue.
4. **“Catalogue Package Quantity”** means the total number of units of an Eligible Item contained in package advertised in Vendor's Catalogue.
5. **“Contract”** means the binding agreement that is entered into between the Purchasing Division, on behalf of the State, and the Vendor to provide the Eligible Items as specified herein.
6. **“Discount Percentage”** means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category
7. **“Discounted Unit Price”** means the discounted price of one Unit of an Eligible Item purchased under this Contract. The Discounted Unit Price will only be used for evaluation purposes.
8. **“Discounted Price”** means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalogue Price reduced by the Discount Percentage.
9. **“Eligible Item”** means any medical supplies in the Vendor's Catalogue, excluding anything already included on a pre-existing contract held by the State. Incontinence



## Medical Supplies – Specifications

### MEDSUP12

products, latex gloves, and lab supplies are specifically excluded from the definition of Eligible Items under this MEDSUP12 Contract.

10. **“Pricing Pages”** means the schedule of prices, Discount Percentages, totals, and other information attached hereto as Exhibit A and used to evaluate the RFQ.
11. **“Purchasing Division”** means the West Virginia Department of Administration, Purchasing Division.
12. **“RFQ”** means the official RFQ published by the Purchasing Division and identified as MEDSUP12.
13. **“State”** means the State of West Virginia and/or any of its agencies, commissions, boards, etc.
14. **“Total Bid Cost”** means the sum of the bid total column on the Pricing Pages shown below the bid total column and identified as the total bid cost.
15. **“Unit”** means the smallest practical measurable amount of an Eligible Item and is identified on the Pricing Pages in the Unit column. The Unit will only be utilized for bid evaluation purposes.
16. **“Unit Price”** means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.
17. **“Vendor”** or **“Vendors”** means the successful bidder(s).

### III. GENERAL REQUIREMENTS

1. **Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.
  - a. Eligible Items must be identified in the Catalogue.
  - b. Eligible Items must be new and unused.
  - c. Eligible Items must not expire for at least 180 days after receipt by the Agency. The manufacturer’s expiration date must be included on or with each Eligible Item shipped. Failure to include the manufacturer’s expiration date or providing Eligible

## REQUEST FOR QUOTATION

**Medical Supplies – Specifications****MEDSUP12**

Items that expire in less than 180 days of Agency's receipt will result in return of those items in accordance with the return provisions in this Contract.

**IV. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOGUE**

1. **Contract Award:** The Contract is intended to provide Agencies with a Discounted Price on all Eligible Items. The Contract shall be awarded to the Vendor that meets the RFQ specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages. Notwithstanding the foregoing, the Purchasing Division reserves the right to award this Contract to multiple Vendors if it deems such action necessary.
2. **Discount Percentage:** Vendor shall quote a Discount Percentage for each category of Eligible Items. Each category may have a different Discount Percentage. The Discount Percentage for a given category will reduce the Catalogue Price for every Eligible Item in that category. The resulting Discounted Price shall be the price Agencies pay for purchases of that Eligible Item under this Contract. If multiple Discount Percentages are quoted, Vendor must offer a "miscellaneous" discount category for all items that may not be included in an identified category.

Vendor shall not incorporate Discount Percentages into its Catalogue unless the Vendor clearly shows the Catalogue Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

Vendor may utilize additional product categories that are not listed on the Pricing Pages if it so desires. Any addition to the product categories must be included with Vendor's bid.

3. **Pricing Pages:** Vendors are **strongly encouraged** to complete the Pricing Pages electronically in Microsoft Excel. Doing so will reduce the number of calculations required and the possibility for calculation errors as explained below.
  - a. **Information Requested.** Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each frequently purchased Eligible Item includes Catalogue Prices, Catalogue Package Quantity, Unit Prices, Discount Percentages, Discounted Unit Prices, Units, and item total costs. The Vendor should also include the Total Bid Cost, Discount Percentages for all Eligible Item product categories (including a miscellaneous category), and Contract Coordinator contact information. Vendor should complete all columns as

## REQUEST FOR QUOTATION

**Medical Supplies – Specifications****MEDSUP12**

failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

Vendor must apply the appropriate Discount Percentage for each frequently purchased Eligible Item listed on the Pricing Pages in arriving at the Discounted Unit Price for that item. For example, If Item A falls into the personal care products category then the Discount Percentage for the personal care products category must be used to calculate the Discounted Unit Price for Item A on the Pricing Pages.

- b. Pricing Page Calculations.** The Pricing Pages require Vendor to insert its Catalogue Price, Catalogue Package Quantity, and Discount Percentage for each Eligible Item listed thereon. That information, along with information that is already included on the Pricing Pages will be used to calculate the Unit Price, Discounted Unit Price, item total cost, and Total Bid Cost. If Vendor completes the Pricing Pages electronically using the Microsoft Excel version from the Purchasing Division, these calculations will be automatically completed.
- i. Unit Price Calculation** – The Unit Price is calculated by dividing the Catalogue Price by the Catalogue Package Quantity.
- Example:** \$10 per box divided by 10 masks per box equals a Unit Price of \$1.
- ii. Discounted Unit Price** – The Discounted Unit Price is calculated by applying the appropriate Discount Percentage to the Unit Price
- Example:** \$1 Unit Price reduced by a 10% Discount Percentage equals a \$0.90 Discounted Unit Price.
- iii. Item Total Cost** – The item total cost is calculated by multiplying the estimated unit quantity by the Discounted Unit Price.
- Example:** An estimated unit quantity of 10,000 masks multiplied by a Discounted Unit Price of \$0.90 equals a \$9,000 item total cost for that item.
- iv. Total Bid Cost** – The Total Bid Cost is calculated by adding the item total cost for every item listed on the Pricing Pages.

## REQUEST FOR QUOTATION

**Medical Supplies – Specifications****MEDSUP12**

**Example:** Item total costs of \$9,000 and \$1,000 would equal a Total Bid Cost of \$10,000 (assuming that the Pricing Pages contained only two items).

- c. **Estimated Quantities Only.** The Pricing Pages contain a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.
- d. **Correction of Errors.** Notwithstanding anything contained herein, the Purchasing Division may correct errors on the Pricing Pages. Vendor is strongly encouraged to electronically enter the information into the Pricing Pages to prevent errors in the evaluation.
- e. **Electronic Version.** The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: [tara.l.lyle@wv.gov](mailto:tara.l.lyle@wv.gov).

The Purchasing Division's electronic version of the Pricing Pages contains the formulas for calculating the Unit Price, Discounted Unit Price, item total cost, and Total Bid Cost. Those items will be automatically populated by the Microsoft Excel program when Vendor inserts its Catalogue Price, Catalogue Package Quantity, and Discount Percentage. Utilizing the electronic version of the Pricing Pages and inserting the values using Microsoft Excel will greatly reduce the number of calculations that Vendor will have to make and the possibilities for error. The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

**4. Catalogue:**

- a. **Submission.** Vendor must submit two dated copies of its Catalogue for evaluation purposes prior to award of this Contract. Vendor shall also mail the Catalogue free of charge to any Agency desiring to use this Contract. Copies of the Catalogue may be requested in an electronic format and should be provided in that format if possible. Vendor's Catalogue will be used by Agencies to order Eligible Items under this Contract.

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**Medical Supplies – Specifications****MEDSUP12**

Vendor should identify all Eligible Items listed on the Pricing Pages by circling or highlighting those items in its Catalogue and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalogue, the actual price shown in the Catalogue shall prevail and the Pricing Pages may be corrected by the buyer for evaluation purposes.

- b. Catalogue Modification.** The Purchasing Division may permit Vendor to update its Catalogue at each renewal date. Determination of whether or not to allow a Catalogue update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalogue must include a detailed listing of the following: (1) any Eligible Items being removed, discounted prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalogue and the discounted price of those items; (3) all changes in the discounted price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalogue. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalogue is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

In the event that multiple vendors are awarded a contract under the RFQ, The first priority vendor shall not be permitted to include in its updated Catalogue items being sold by a vendor that is lower in ordering priority without the consent of that lower priority vendor.



## REQUEST FOR QUOTATION

**Medical Supplies – Specifications****MEDSUP12****V. ORDERING AND PAYMENT**

1. **Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system and describe the process for setting up such ordering for State agencies. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalogue originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
2. **Invoicing and Payment:** Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

**VI. DELIVERY AND RETURN**

1. **Delivery Time:** Vendor shall deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within one (1) working day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. All deliveries must be made during normal working hours for the delivery locations. All shipments of products requiring a material safety data sheet (MSDS) shall include a MSDS with the product.
2. **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for:

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- (a) cancellation of the delayed order, and
- (b) obtaining the items ordered from a third party.

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

- 3. Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. The minimum order for prepaid shipping to one, in-state destination shall be \$200.00. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount for all orders of \$200.00 or greater and shall not charge the Agency separately for such delivery. For all orders of less than \$200.00, or emergency orders for which the Agency has requested expedited delivery, Vendor may charge the Agency at cost for delivery provided that Vendor includes the delivery expense as a separate line item on the invoice with the original freight bill attached. Vendor shall maintain the risk of loss for orders under \$200.00 and emergency orders.

Agencies may make purchases that fall under the \$200.00 limit at a local source under authority delegated from the Purchasing Division without violating the terms of this Contract, provided that such purchases do not exceed Purchasing Division spending and bidding limits.

- 4. Quality Assurance:** Upon request, Vendor shall provide the State with test data, certifications, or samples of any Eligible Item. Vendor is responsible for all costs associated with submitting these items. Vendor shall ensure that any request under this provision is fulfilled within five (5) days unless the State agrees otherwise in writing.
- 5. Return of Unacceptable Items:** Eligible Items that Agency deems unacceptable 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 shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6. 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

## Medical Supplies – Specifications

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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.

#### **VII. MISCELLANIOUS**

1. **No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalogue submitted in response to the RFQ or an updated Catalogue approved by the Purchasing Division as described above. Vendor shall not supply substitute items.
2. **Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
3. **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agencies (including political subdivisions) which have used this Contract. The report should include items purchased, quantities of items purchased, and the total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract. The report is to be sent electronically to: tara.l.lyle@wv.gov.
4. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should identify the contract manager in the space provided on the Pricing Pages.
5. **Mandatory Requirements:** The terms "must," "will," "shall," "minimum," "maximum," or "is/are required" identify a mandatory contract requirement. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in disqualification of the bid.
6. **Waiver:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein

## REQUEST FOR QUOTATION

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contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

7. **References to Price Changes:** Any reference in Vendors documents submitted in response to the RFQ to prices being subject to change is null and void. Price changes may only be made with approval of the Purchasing Division as outlined herein.

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VENDORS SHOULD COMPLETE ALL COLUMNS															
Pricing Page Eligible Item Description						Discounted Unit Price Calculation					Bid Total Calculation				
All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product.															
Item #	Product Category	Description	Manufacturer	Mfg. #	Size/Wt	Catalogue Price	Catalogue Pkg. Qty	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost	
I.	<b>WOUND CARE PRODUCTS</b>														
1	Alginates - Dressings	Kaltostat	Convatec - Bristol Myers	168210	2"X2"						1 - Dressing	5,000.00			
2	Alginates - Dressings	Kaltostat	Convatec - Bristol Myers	168212	3"X4 3/4"						1 - Dressing	5,000.00			
3	Alginates - Dressings	Fibracol Plus Collogen	Johnson & Johnson	2981	2"X2"						1 - Dressing	5,000.00			
4	Alginates - Dressings	Fibracol Plus Collogen	Johnson & Johnson	2982	4"X4 3/8"						1 - Dressing	5,000.00			
5	Collogen - Dressings	Promogran Matrix	Johnson & Johnson	PG019	19.1 sq. in.						1 - Dressing	5,000.00			
6	Compression - Bandages	Setopress	Convatec - Bristol Myers	153505	4"X120"						1 - Bandage	10,000.00			
7	Compression - Bandages	Surepress	Convatec - Bristol Myers	650947	4"X3.2 yds.						1 - Bandage	10,000.00			
8	Foam Dressings	Lyofeam	Convatec - Bristol Myers	164855	4"X4"						1 - Dressing	5,000.00			
9	Foam Dressings	Lyofeam	Convatec - Bristol Myers	165655	4"X4"						1 - Dressing	5,000.00			
10	Foam Dressings	Tiele Hydropolymer Adhs.	Johnson & Johnson	MTL100	2 3/4"X3 1/2"						1 - Dressing	5,000.00			
11	Foam Dressings	Tiele Hydropolymer Adhs.	Johnson & Johnson	MTL103	7"X7"						1 - Dressing	5,000.00			
12	Hydrocolloids	Aquacel AG Hydrofiber	Convatec - Bristol Myers	403706	2"X2"						1 - Hydrocolloids	5,000.00			
13	Hydrocolloids	Aquacel AG Hydrofiber	Convatec - Bristol Myers	403710	6"X6"						1 - Hydrocolloids	5,000.00			
14	NU-DERM	Hydrocid. Wound Dressing	Johnson & Johnson	HCB102	2"X2"						1 - Dressing	5,000.00			
15	NU-DERM	Hydrocid. Wound Dressing	Johnson & Johnson	HCB107	3.15"X4 3/4"						1 - Dressing	5,000.00			
17	Oil Impulsion	Non-Adhesive Dressing	Kendall	6112	3"X3"						1 - Dressing	2,500.00			
18	Oil Impulsion	Non-Adhesive Dressing	Kendall	6116	5"X9"						1 - Dressing	2,500.00			
19	Packing Strips	NUGAUZE	Johnson & Johnson	8755	1/4"X5 yds.						1 - Strip	5,000.00			
20	Packing Strips	NUGAUZE	Johnson & Johnson	8751	1/2"X5 yds.						1 - Strip	5,000.00			
21	Petrolatum Gauze	ADAPTIC PG Non-Adherent	Johnson & Johnson	2045	1"X8"						1 - item	2,500.00			
22	Petrolatum Gauze	ADAPTIC PG Non-Adherent	Johnson & Johnson	2047	3"X9"						1 - item	2,500.00			
23	Saline Dressings	Curasalt	Kendall	3339	6"X6 3/4"						1 - Dressing	5,000.00			
24	Transparent Dressings	BICLUSIVE Sterile	Johnson & Johnson	2474	1 3/4"X2 3/4"						1 - Dressing	5,000.00			
25	Transparent Dressings	BICLUSIVE Sterile	Johnson & Johnson	2475	3"X4"						1 - Dressing	5,000.00			
26	Transparent Dressings	BIOPATCH-Antimicrobial	Johnson & Johnson	2150	1" disc						1 - Dressing	5,000.00			
27	Wound Cleansers	Sea-Cleans	Coloplast	1063	6 oz.						1 oz.	10,000.00			
28	Wound Cleansers	Optipore Sponge	Convatec - Bristol Myers	125199	-						1 - item	10,000.00			
29	Wound Cleansers	SAF-CLENS AF	Convatec - Bristol Myers	159712	12 oz.						1 oz.	10,000.00			
30	Xeroform Gauze	ADAPTIC X - Non-Adherent	Johnson & Johnson	2006	1"X8"						1 - item	5,000.00			
31	Xeroform Gauze	ADAPTIC X - Non-Adherent	Johnson & Johnson	2007	5"X9"						1 - item	5,000.00			
32	ABD Pads	Sterile	Kendall	7196	5"X9"						1 - pad	2,500.00			

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VENDORS SHOULD COMPLETE ALL COLUMNS														
Pricing Page Eligible Item Description						Discounted Unit Price Calculation					Bid Total Calculation			
All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product.														
Item #	Product Category	Description	Manufacturer	Mfg. #	Size/Wt	Catalogue Price	Catalogue Pkg. Qty	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
33	ABD Pads	Sterile	Kendall	7198	8"X10"						1 - pad	2,500.00		
34	Antimicrobial Dressings	Excilon AMD	Kendall	7089	2"X2"						1 - Dressing	2,500.00		
35	Antimicrobial Dressings	Excilon AMD	Kendall	7088	4"X4"						1 - Dressing	2,500.00		
36	Bandage Wraps	3M Coban-Self-Adherent	3M HealthCare	1581	1"X5" yds.						1 - Bandage	10,000.00		
37	Bandage Wraps	3M Coban-Self-Adherent	3M HealthCare	1583	3"X5" yds.						1 - Bandage	10,000.00		
38	Composite Dressings	Covaderm	DeRoyal	46-001	4"X4"						1 - Dressing	2,500.00		
39	Composite Dressings	Covaderm	DeRoyal	46-002	4"X6"						1 - Dressing	2,500.00		
40	Cover Dressings	Medipore Soft Cloth Tape, etc.	3M HealthCare	2954	3 7/8"X4 5/8"						1 - Dressing	5,000.00		
41	Cover Dressings	Medipore Soft Cloth Tape, etc.	3M HealthCare	2956	5 7/8"X5 7/8"						1 - Dressing	5,000.00		
42	Gauze Sponges	Curex Sponge	Kendall	7770	2"X2"						1 - Sponge	5,000.00		
43	Gauze Sponges	Curex Sponge	Kendall	7772	4"X4"						1 - Sponge	5,000.00		
44	Tape - Clear	Transpore	3M HealthCare	1527-2	2"X10 yds.						1 - item	10,000.00		
45	Tape - Clear	Transpore	3M HealthCare	1527-3	3"X10 yds.						1 - item	10,000.00		
46	Tape - Cloth	Medipore	3M HealthCare	2962	2"X10 yds.						1 - item	10,000.00		
47	Tape - Cloth	Medipore	3M HealthCare	2964	4"X10 yds.						1 - item	10,000.00		
48	Tape - Paper	Micropore	3M HealthCare	1530-1	1"X10 yds.						1 - item	5,000.00		
49	Tape - Paper	Micropore	3M HealthCare	1530-2	2"X10 yds.						1 - item	5,000.00		
50	Tape - Retention	Microfoam	3M HealthCare	1528-2	2"X5 1/2 yds.						1 - item	5,000.00		
<b>II. PERSONAL CARE PRODUCTS</b>														
51	Anti-Embolism Stockings	TED Knee Length	Kendall	7071	Small						1 - pair	5,000.00		
52	Anti-Embolism Stockings	TED Knee Length	Kendall	7115	Medium						1 - pair	5,000.00		
53	Anti-Embolism Stockings	TED Knee Length	Kendall	7203	Large						1 - pair	5,000.00		
54	Anti-Embolism Stockings	TED Thigh Length	Kendall	3130	Small						1 - pair	5,000.00		
55	Anti-Embolism Stockings	TED Thigh Length	Kendall	3416	Medium						1 - pair	5,000.00		
56	Anti-Embolism Stockings	TED Thigh Length	Kendall	3728	Large						1 - pair	5,000.00		
57	Deodorants	Dial Lady Speed Stick	Colgate	96308	1.5 oz.						1 oz.	5,000.00		
58	Deodorants	Mennen Speed Stick	Colgate	95008	2.0 oz.						1 oz.	5,000.00		
59	2 Ply Facial Tissue	Preference Near Premium	Georgia Pacific	48100	7.63"X9"						1 - tissue	10,000.00		
60	Economy Unbreakable	1/2 narrow combs-1/2 wide combs	N/A	N/A	5"						1 - comb	2,500.00		
61	Lotions & Creams	Provon	Provon	4231-24	4 oz.						1 oz.	5,000.00		
62	Lotions & Creams	Provon	Provon	4232-12	12 oz.						1 oz.	5,000.00		
63	Lotions & Creams	Provon	Provon	4236-04	1 Gal.						1 Gal.	2,500.00		

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VENDORS SHOULD COMPLETE ALL COLUMNS														
Pricing Page Eligible Item Description						Discounted Unit Price Calculation					Bid Total Calculation			
All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product.														
Item #	Product Category	Description	Manufacturer	Mfg. #	Size/Wt	Catalogue Price	Catalogue Pkg. Qty	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
64	Oral Care	Toothpaste - Cavity protection	Colgate	50200	.85 oz.						.85 oz	10,000.00		
65	Oral Care	Toothpaste - Cavity protection	Colgate	50500	2.7 oz.						1 oz.	5,000.00		
66	Oral Care	Toothbrush - Med. Stiffness	N/A	N/A	Adult						1 - toothbrush	10,000.00		
67	Oral Care	Toothbrush - Soft Stiffness	N/A	N/A	Adult						1 - toothbrush	5,000.00		
68	Oral Care	Toothbrush - Soft Stiffness	N/A	N/A	Child						1 - toothbrush	5,000.00		
69	Oral Care	Alcohol-Free Mint Mouthwash	Antibacterial	N/A	4oz.						1 oz.	10,000.00		
70	Oral Care	Toothette Swabs w/Mint Dentifrice	Sage Products	5602	N/A						1 item	10,000.00		
71	Oral Care	Efferdent Denture Cleaner	PFIZER	63639	Tablets						1 - tablet	5,000.00		
72	Oral Care	Efferdent Denture Adhesive Cream	PFIZER	63965	2.5 oz.						1 oz.	5,000.00		
73	Powders	Baby Powder	Donovan Industries	BP35	4 oz.						1 oz.	10,000.00		
74	Powders	Baby Powder w/Cornstarch	Donovan Industries	BP35C	3.5 oz.						1 oz.	10,000.00		
75	Shaving Products	Razor Personna Twin Blade	American safety Razor	75-0022	Std. Wt.						1 - razor	5,000.00		
76	Shaving Products	Shave Cream w/Aloe	Colgate	84912	11 oz.						1 oz.	5,000.00		
77	Tongue Blades	Sterile Tongue Blades	GS Select	22-9598	Std. Size						1 - blade	10,000.00		
<b>III. INFECTION CONTROL</b>														
78	Hand Disinfectants	Provon Lotion Soap - Antimicrobial	Provon	2118-08	1000 ml.						1 ml.	5,000.00		
79	Hand Disinfectants	Provon Lotion Soap - Antimicrobial	Provon	4216-04	Pour Gallon						1 - gallon	5,000.00		
80	Hand Disinfectant - Dispenser	Dispenser	Provon	4022-12	1000 ml.						1 ml.	10,000.00		
81	Hand Sanitizers	Prevcare Antimicrobial Hand Gel	Johnson & Johnson	37008	8 oz.						1 oz.	5,000.00		
82	Hand Sanitizers	Prevcare Antimicrobial Hand Gel	Johnson & Johnson	37432	32 oz.						1 oz.	5,000.00		
83	Personal Protection	Surgical Masks	3M Health Care	1800+	One Size						1 - mask	5,000.00		
84	Personal Protection	Surgical Masks w/respirator	3M Health Care	1860	One Size						1 - mask	5,000.00		
85	Personal Protection	Bouffant Cap - Blue	GS Select	43320	24"						1 - cap	5,000.00		
86	Personal Protection	Isolation Gown - Fluid Impervious	GS Select	46533	One Size						1 - gown	5,000.00		
87	Personal Protection	Shoe Covers - Uni-size	GS Select	46502	Uni-Size						1 - pair	5,000.00		
88	Infection Control	Alcohol - Bottle	N/A	N/A	12 oz.						1 oz.	1,000.00		
89	Infection Control	Alcohol Prep Pads	N/A	N/A	N/A						1 - pad	100.00		
<b>IV. FIRST AID KITS</b>														
90	First Aid Kits	Basic First Aid Kit - Commercial	N/A	N/A	Min. 200 Items						1 - kit	2,500.00		
91	First Aid Kits	Advanced First Aid Kit - Commercial	N/A	N/A	Min. 500 Items						1 - kit	2,500.00		
92	First Aid Kits	Basic First Aid Kit - Car, Home, Office	N/A	N/A	Min. 150 Items						1 - kit	2,500.00		

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VENDORS SHOULD COMPLETE ALL COLUMNS						Discounted Unit Price Calculation				Bid Total Calculation				
Pricing Page Eligible Item Description														
All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product.														
Item #	Product Category	Description	Manufacturer	Mfg. #	Size/Wt	Catalogue Price	Catalogue Pkg. Qty	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
93	First Aid Kits	Mini First Aid Kit - Individual Use - Possible Re-Sale	N/A	N/A	Min. 25 Items						1 - kit	2,500.00		
<b>V. BABY CARE PRODUCTS</b>														
94	Lotions & Creams	Rash Cream	N/A	N/A	4 oz.						1 oz.	5,000.00		
95	Lotions & Creams	Baby Lotion - Pink	Apicare	82-7234	4 oz.						1 oz.	5,000.00		
96	Lotions & Creams	Hand & Body	Apicare	82-7904	4 oz.						1 oz.	5,000.00		
<b>VI. EYE CARE</b>														
97	Vision Care	Eye Wash	N/A	N/A	8 oz.						1 oz.	5,000.00		
98	Vision Care	Saline Solution	N/A	N/A	8 oz.						1 oz.	5,000.00		
99	Vision Care	Patch	N/A	N/A	2-3"						1 - patch	5,000.00		
<b>VIII. EKG/CATH/CRUTCHES/MISC.</b>														
104	Misc.	Adult EKG Electrode	#ES82650	#ES82650	-						1 - electrode	800.00		
106	Catheter	Foley 20FR 5 CC	Foley	#1621	-						1 - Catheter	200.00		
107	Catheter	Catheter I.V. 22 Ga X 1"	Foley	#3050	-						1 - Catheter	80.00		
108	Misc.	Cervical Collar	N/A	#0702-05	Large						1 - Collar	200.00		
109	Misc.	Crutches - Adult	N/A	#4860CA	Large						1 - Pair	200.00		
110	Misc.	Egg Crate Mattress	N/A	N/A	Hospit. Bed						1 - mattress	1,000.00		
111	Misc.	Exam Table Paper - 20"	N/A	N/A	20"						1 - table	100.00		
112	Misc.	Ear Probe Covers	Genius	#8884-810055	-						1 - cover	300.00		
113	Catheter	22 Ga Catheter	Intima	#383323	22Ga X 3/4"						1 - Catheter	100.00		
114	Misc.	Needle	N/A	#20503040	18 Ga X 1"						1 - needle	500.00		
115	Misc.	Slippers, Adult	N/A	#9514	Adult Larg.						1 - pair	700.00		
116	Misc.	Splint, Ankle Landing Gear	N/A	#1740-00	N/A						1 - splint	100.00		
117	Misc.	Suture Removal Tray	N/A	#266000	N/A						1 - tray	700.00		
118	Syringe 3cc Luer Lock	Syringe 3cc Luer Lock	N/A	#513934	N/A						1 - item	300.00		

<b>Total Bid Cost</b>	<b>\$0.00</b>
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List of Discount Percentages:	
(Use additional sheets if needed for number of discount percentages being offered.)	
Category	DISCOUNT PERCENTAGE
I	WOUND CARE PRODUCTS

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VENDORS SHOULD COMPLETE ALL COLUMNS														
Pricing Page Eligible Item Description						Discounted Unit Price Calculation					Bid Total Calculation			
All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product.														
Item #	Product Category	Description	Manufacturer	Mfg. #	Size/Wt	Catalogue Price	Catalogue Pkg. Qty	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price	Item Total Cost
II	PERSONAL CARE PRODUCTS													
III	INFECTION CONTROL													
IV	FIRST AID KITS													
V	BABY CARE PRODUCTS													
VI	EYE CARE													
VII	OVER THE COUNTER MEDICATIONS													
VIII	EKG/CATH/CRUTCHES/MISC.													
IX	MISCELLANEOUS DISCOUNT													

Vendors should complete the contract coordinator information below:

VENDOR NAME: _____	PHONE: _____
CONTRACT MANAGER: _____ (Please print)	FAX: _____
	EMAIL: _____
AUTHORIZED REPRESENTATIVE: _____ (Signature)	_____ (Date)
AUTHORIZED REPRESENTATIVE: _____ (Print)	

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State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

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



RFQ No. MEDSUP12STATE 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 owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE****NOTARY PUBLIC** \_\_\_\_\_