



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
MEDSUP12A

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
05/23/2012				

BID OPENING DATE: 05/30/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				1. QUESTIONS AND ANSWERS ATTACHED.		
				2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 1		
0001	1	EA		475-00-99-001		
				MEDICAL SUPPLIES		
				***** THIS IS THE END OF RFQ MEDSUP12A ***** TOTAL:		

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.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).

**MEDSUP12A**  
**ADDENDUM NO. 1**

**Questions:**

Q1: Please email me the previous bid tab/award for this Medial Supply bid.

A1: See attachment.

Q2: Is there any historical pricing for this bid that you could email me?

A2: Vendors interested in seeing the current contract or obtaining copies should contact Beverly Toler at [Beverly.A.Toler@wv.gov](mailto:Beverly.A.Toler@wv.gov).

**The bid opening remains 05/30/2012 at 1:30 pm.**

**No additional questions will be accepted on this RFQ.**

BID TABULATION

PO/Contract No: MEDSUP10 Bid Opening Date: 18-Mar-10

Description: Medical Supplies

Bidder Name & Address	Bid	RVP	Amount		Reciprocal	Comments
	Amount	Requested	w/ RVP		Preference	
Seneca Medical Inc PO Box 399 85 Shaffer Park Drive Tiffin, OH 44883	\$16,422,306.00	no	\$16,832,863.65 \$0.00 \$17,243,421.30	2.5% 3.0% 5.0%		Disqualified. Did no submit required current catalog/price list with bid.
Grove Medical Inc. 1089 Park West Blvd Greenville, SC 29611	\$19,125,689.53	no	\$0.00 \$0.00 \$0.00	2.5% 3.0% 5.0%		Robert Mays 864.272.1569 (fax)
Bound Tree Medical LLC 5000 Tuttle Crossing Dublin, OH 43016	\$1,739,509.00	no	\$0.00 \$0.00 \$0.00	2.5% 3.0% 5.0%		Cathy Taynor 800.257.5713 (fax)
Medical Products Supply Inc PO Box 871 Baby'on, NY 11702	\$2,177,250.00	no	\$0.00 \$0.00 \$0.00	2.5% 3.0% 5.0%		Ira Gross 631.759.3883 (fax)
Laerdal Medical Corporation PO Box 1840 167 Myers Corners Road Wappingers Falls, NY 12590	No Bid	no	\$0.00 \$0.00 \$0.00	2.5% 3.0% 5.0%		Submitted a "NO BID"  Catherine A. Masten 800.227.1143 (fax)
Gulf South Medical Supply 4345 Southpoint Blvd Jacksonville, FL 32216	\$21,336,350.44	no	\$0.00 \$0.00 \$0.00	2.5% 3.0% 5.0%		Lori Cords 904.380.4658

Notes:

SCANNED

I do hereby certify that the above information is true and accurate.


By: Jo Ann Adkins Buyer  
Name-File/Title Supervisor

Date: [Signature]  
JAA/ac

## MEMORANDUM

Date: April 28, 2010

To: File

From: Jo Ann Adkins, Buyer Supervisor 

Subject: MEDSUP10

SCANNED

MEDSUP10 was awarded on 04/15/2010 to Gulf South Medical Supply Inc., but after further review, it has been determined that a mathematical error was inadvertently made and Grove Medical Inc. would have been the lowest bid.

It has been determined in the best interest of State Spending Units to award MEDSUP10 to both vendors.

### Justification

<b>Date:</b>	04/09/2010	<b>Opening Date:</b>	03/18/2010
<b>File Number:</b>			
<b>Requisition Number:</b>	MEDSUP10		
<b>Spending Unit:</b>			
<b>Awarded to:</b>	Gulf South Medical	<b>Amount:</b>	OPEN END
<b>Reason for Award:</b>	Lowest Responsible Bidder		
Seneca Medical Inc. did not submit the mandatory current catalog/price list, nor the percentage discount for each category with the bid.			
Laerdal Medical Corporation submitted a "No Bid".			
Gulf South Medical Supply submitted the lowest most complete bid.			

Signature:



EXHIBIT 10

REQUISITION NO.: .....

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED  
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY  
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 .....

NO. 2 .....

NO. 3 .....

NO. 4 .....

NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE  
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR  
MUST CLEARLY UNDERSTAND THAT ANY VERBAL  
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY  
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES  
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE  
INFORMATION ISSUED IN WRITING AND ADDED TO THE  
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....  
SIGNATURE

.....  
COMPANY

.....  
DATE