



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
01/30/2012				

BID OPENING DATE: 02/09/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. TO MOVE THE BID OPENING FROM 02/01/2012 TO 02/09/2012.						
3. 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. 2						
0001	1	EA		475-00-99-001		
MEDICAL SUPPLIES						
***** THIS IS THE END OF RFQ MEDSUP12 ***** 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 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).

MEDSUP12
ADDENDUM NO. 2

Questions:

- Q1: After opening the spreadsheet we noticed we were unable to edit the product description, Manufacturer, MFG# or Size/WT. We need to be able to edit these fields in order to bid equivalent products.
- A1: Please attach another sheet stating the product description, manufacturer, manufacturer number or size. Please note: the cost you intend to bid on the specification or alternate must be provided on the pricing sheet.
- Q2: On page 4 of the bid document in the section that references Model/brand specifications, it states that Vendors can offer alternate products and vendors should reflect that; however there is no place on the Pricing Pages to note that an alternate product is being offered. Please advice as to where Vendors should indicate the alternate products being offered and the price for those items.
- A2: All substitutes or alternates must be equal. See Question and Answer Number 1.
- Q3: If the State intends to allow for Vendors to offer the Brand specific items as well as Alternates/Substitutions in place of or as an alternate/substitute for the Brand Specified on all the Eligible Items listed on the pricing pages, how will the State determine "lowest total bid cost"?
- A3: If an alternate or substitute is provided instead of the brand name, the alternate or substitute must meet or exceed the specifications for the brand name item. The award will be based on the lowest bid meeting all of the specifications.
- Q4: The state is offering a "Miscellaneous Category"? Does the state intend to allow Vendors to offer all products in a Vendors catalog in this RFP? The RFP lists 8 individual Categories and then the Miscellaneous Category. Please explain the State's intentions for the Miscellaneous Category. Can a Vendor offer multiple discounts within the Miscellaneous Category?
- A4: The miscellaneous category is meant to be used for all other items that do not qualify for one of the seven categories.

Q5: Can the State explain Number 2 on page 9 of the RFP? The first paragraph asked the Vendor to add additional products to the Miscellaneous Category but paragraph three ask the Vendor to utilize additional product categories. Please explain the States intentions.

A5: Delete the following sentence on page 9 of the RFQ, Section 2, first paragraph, last sentence: "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."

Percentage discounts under "Miscellaneous Discounts" shall apply to all products not included in another product category.

Eight (8) categories listed on the pricing pages must be utilized. Vendor has the option of adding additional categories but the product categories must be included with the Vendor's bid.

Q6: Does the State intend to Single Source Award, Dual Award evenly, or Dual Award as Primary and Secondary?

A6: In accordance with 148CSR1, Section 6.4.1 states the Director will award to the lowest responsible bidder meeting the specifications but also has the authority to make multiple or split awards if it is in the best interest of the State.

Q7: Would the State be open to allowing the awarded Vendor(s), to offer Programs to the facilities, which can bring educational, clinical, and additional value at no charge?

A7: Facility programs are not a part of the RFQ specifications.

Q8: How would discontinued items that may occur throughout the year be addressed? Typical if an Item is discontinued a possible alternative item is offered. That new item may not have been on the initial offering. What options would the facility have if the alternative item was/is not on the contract?

A8: See Catalogue Modification, Section 4b, Page 12 of the RFQ.

Q9: If the State or a Facility would like to add product(s) within the year, which were not on the original offering what are the options?

A9: See Catalogue Modification, Section 4b, Page 12 of the RFQ.

Clarifications:

- C1: The bid opening has moved from 02/01/2012 to 02/09/2012. The bid opening time remains at 1:30 pm.
- C2: No additional questions will be accepted on this RFQ.

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