

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
1111 E. BROAD STREET
P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

NOTICE OF CONTRACT AWARD

1. DATE July 1, 2012
2. COMMODITY NAME..... Incontinence Products from PBE (Principal Business Enterprises)-Tranquility Brand
3. CONTRACT NUMBER..... E194-1403
4. CONTRACT PERIOD..... July 1, 2012 through June 30, 2013
5. SUPERSEDES N/A
6. AUTHORIZED USERS..... State Agencies and Other Public Bodies
7. CONTRACTOR..... **BIO-MEDIC HEALTH SERVICES, INC.**
8. CONTRACTORS' PHONE NUMBER 800-525-0072
9. TERMS..... Net 30
10. DELIVERY..... 15 calendar days ARO
11. F.O.B. Ordering Entity
12. MINIMUM ORDER \$100.00
13. FOR FURTHER CONTRACT INFORMATION CONTACT: Nancy Rowe, VCO
Phone: (804) 786-3854
Fax: (804) 786-0223
E-mail: nancy.rowe@dgs.virginia.gov
14. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.dgs.state.va.us/dps.
15. NOTICE TO ALL STATE AGENCIES: Use of this contract is optional for all State Agencies and other public bodies in the purchase of any commodity listed herein.
16. **Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Nancy Rowe

By: _____
Nancy Rowe, Statewide Contract Officer

INSTRUCTIONS

1. Orders. Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia will order items through eVA.
2. Purchase orders will be submitted to the Contractor via the Commonwealth of Virginia's electronic procurement system, also known as eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor.
3. If this contract is authorized for use by localities, Virginia cities, counties, towns and political subdivisions, orders will be placed through eVA to the maximum extent possible.
4. The applicable contract number, federal employer identification number (FEI), and item number (for itemized contracts) must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
5. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.
6. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply (786-8873).
7. Renewals. This contract may be renewed by the Commonwealth upon written agreement of both parties for four successive one-year periods. The decision as to whether to exercise the renewal option will be made by the contract officer approximately 90 days in advance of the expiration date of the current term.
8. Price Adjustments. During the current term of the contract, price escalation may be allowed every 365 days, if justified. The contract officer makes the decision to allow or deny a request for increase based upon the documentation submitted by the contractor. The contractor is required to pass on any price reductions immediately. **IMPORTANT!** All price increases must be approved by the contract officer. Contract users will be sent a Notice of Contract Change from this office as official notification of such changes, if approved.
9. Discount Percentage: The discount percentage to be given by Bio-Medic Health Services, Inc. for PBE-Tranquility Products is 49.5% off the most current Manufacturer's Published Price list in place at the time of order placement. Mfg. Price Lists shall be obtained from Bio-Medic Health Services (see Vendor Information below).
10. Minimum Orders: \$100.00 will be the minimum order requirement for F.O.B. Delivered to ordering agency within the Commonwealth of Virginia. For orders of less than \$100.00, the contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment, or the agency may purchase such order off contract from other sources. Partial shipments of less than the minimum order value which are made at the option of the contractor shall be made F.O.B. Delivered with no transportation charges added. If at the agency's request shipments are below the minimum order value, the contractor may add actual transportation cost to invoice for payment.
11. Delivery Point: Except when otherwise specified herein, all items shall be F.O.B. Delivered to any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in Section 11-37 of the Virginia Public Procurement Act.

VENDORS NAME/ ADDRESS / PHONE

Company

Bio-Medic Health Services, Inc.
1099 Colonial Fort Drive
Montvale, Virginia 24122
Contact Person: Philip Willmott
eVA Registration #3833
SWAM Certification #652648 S/W

Phone & Fax

(800) 525-0072 phone
(540) 772-0072 phone
(540) 947-2555 fax
e-mail: pjwillmott@bmhsi.com

SPECIAL TERMS AND CONDITIONS (refer to IFB #194-1569) for a complete list of General and Special terms and conditions)

Availability of Funds: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Cancellation of Contract: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

Catalogs: Upon request, the contractor shall furnish catalogs and price lists for items awarded directly to using agencies and other public bodies.

New Products: Unless otherwise expressly stated in this solicitation, all products furnished under the contract shall be new, unused products.

Price Escalation/De-escalation: Price adjustments may be permitted only for changes in the Contractor's cost of materials not to exceed the increase in the following index/indices: PCU3641#. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials.

Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.