

**Department of General Services
Division of Purchases and Supply**
1111 E. Broad Street, P. O. Box 1199
Richmond, Virginia 23219-1199

NOTICE OF RENEWAL

1. DATE:June 27, 2011
2. COMMODITY NUMBER & NAME:.....47050 Patient Lift/Transfer Systems & Accessories
3. CONTRACT NUMBER:E194-442
4. CONTRACT PERIOD:.....August 1, 2011 through July 31, 2012
5. EFFECTIVE DATE:.....August 1, 2011
6. AUTHORIZED USERS: Commonwealth of Virginia State Agencies, local government public procurement units, Commissions, Authorities, Boards, Public Bodies and other Entities Authorized by the *Code of Virginia* are authorized to purchase products and services under the terms and conditions of this Contract.
7. CONTRACTORS' INFORMATION:**Medcare Products**
151 E. Cliff Road, Suite 40
Burnsville, MN 55337
Sales: Ryan Schooley
51 Barron Avenue
Elkins, WV 26241
Phone: 412-334-5273
Email: ryan.schooley@medcarelifts.com
eVA Vendor ID: VS0000012478
DUNS #: 012945569
8. MINIMUM ORDER:None
9. DELIVERY:FOB Destination
10. FOR FURTHER CONTRACT INFORMATION CONTACT:Tina M. Rodriguez, CPPB, VCO
Telephone: (804) 786-1603
E-mail: tina.rodriguez@dgs.virginia.gov
(Preferred method of contact is through email)

This contract is the result of a competitive bid program issued through the Commonwealth of Virginia; and therefore, is deemed OPTIONAL.

By: /s/ **Tina M. Rodriguez**

Tina M. Rodriguez, CPPB, VCO
Statewide Contract Officer

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 because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

INSTRUCTIONS

NOTE TO ALL AUTHORIZED USERS OF THIS CONTRACT (as described in Number 7. above):

1. ORDERS:

- A. Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia shall order contracted items through the Commonwealth of Virginia's electronic procurement system, also know 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.
- B. 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.

If the commodity available under this contract cannot be used by an agency, a request to purchase other goods of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.

*****All purchase orders issued to any Contractor within this Contract shall contain the designated Contract Number E194-442.**

- 2. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia City, county, town or political subdivision.
- 3. 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. Form "Complaint to State Vendor" (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, is available from the Division of Purchases and Supply [website www.eva.virginia.gov](http://www.eva.virginia.gov) (Click on BUYER tab, click on PROCUREMENT COMPLAINT FORM).

Master Agreement - E194 - 442

RENEWAL

Document Name: **Patient Lift/Transfer Systems & Accessories**

Print Date: 2/2/2007

Procurement Folder: 758

Effective Begin Date: 2/2/2007

Current Effective Date: 8/1/2011

Procurement Type: IFB

Expiration Date: 7/31/2009

Current Expiration Date: 7/31/2012

Issuer Name: Tina Rodriguez

Phone: (804) 786-1603

Email: tina.rodriguez@dgs.virginia.gov

Created By: tmizelle1

Modified By: tmizelle1

Created On: 2007-02-02

Modified On: 2007-02-02

Contact Information

Tina M. Rodriguez, CPPB, VCO

Phone: (804) 786-1603

Email: tina.rodriguez@dgs.virginia.gov

Thresholds

Minimum Order Amount: \$0.00

Minimum Order Value: Yes

Maximum Order Amount: \$0.00

Maximum Order Value: No

Authorized Departments

All Commonwealth of Virginia State Agencies, Commissions, Authorities, Boards, Public Bodies and other Entities
Authorized by the *Code of Virginia*.

Vendor

Legal Name: **Medcare Products**

Primary Contact and Phone Number:

Ryan Schooley 412-334-5273

Primary Contact Email:

ryan.schooley@medcarelifts.com

Secondary Contact and Phone Number:

Steve Hoffman, Nat'l Sales Mgr 952-894-7076 ext 135

Secondary Contact Email:

shoffman@medcarelifts.com

Location Legal Name: Headquarters

151 E. Cliff Road, Suite 40, Burnsville, MN 55337

MA Number: E194 - 442

Renewal Periods

Line Number: 1

Renewal Period Length: 1

Effective Date: 8/1/2009

Notification Days Prior to Expiration: 90

Line Number: 2

Renewal Period Length: 1

Effective Date: 8/1/2010

Notification Days Prior to Expiration: 90

Line Number: 3

Renewal Period Length: 1

Effective Date: 8/1/2011

Notification Days Prior to Expiration: 90

Renewal Period Unit: Years

Expiration Date: 7/31/2010

Renewal Period Unit: Years

Expiration Date: 7/31/2011

Renewal Period Unit: Years

Expiration Date: 7/31/2012

Terms and Conditions

Section 04

EVA BUS TO GOV CONTRACT PART 1

eVA BUSINESS-TO-GOVERNMENT CONTRACTS: The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. Failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e procurement solution and agree to comply with the following:

Section 05

EVA BUS TO GOV CONTRACT PART 2

A. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution. B. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us.

Section 06

CONTRACT TERM

THE INITIAL TERM OF THIS CONTRACT WILL BE FOR TWO YEARS BEGINING APPROXIMATELY June 9, 2006 through July 31, 2008.

Section 07

RENEWAL OF CONTRACT

This contract may be renewed by the Commonwealth upon written agreement of both parties for three (3) additional successive one (1) year periods under the terms and conditions of the current contract, and at a reasonable time (approximately 90 day) prior to expiration.

Section 08

AWARD

The Commonwealth will make multiple awards by manufacturers' product lines, on a GRAND TOTAL basis to the lowest responsive and responsible Bidders. The number of awards is entirely at the discretion of the Commonwealth. The purchasing office reserves the right to conduct any test it may deem advisable to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

Section 10

BID ACCEPTANCE PERIOD

Any response in reply to this solicitation shall be valid for 60 days. At the end of the 60 days the response may be withdrawn by the Vendor upon written request. If it is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

Section 13

DELIVERY SERVICE

Delivery of all requested contract items shall be made within 3 to 6 weeks after receipt of purchase order. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

Section 14

DELIVERY / SHIPPING POINT

Except when otherwise specified herein, all items shall be F.O.B. destination delivered 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 2.2-4301 of the Virginia Public Procurement Act. All shipping costs shall be included in the cost of equipment and no additional shipping charges shall be incurred at the time of invoicing.

Section 16

(NEW) PURCHASE REPORT

The Contractor shall furnish the Division of Purchases and Supply reports of the total dollar volume of purchases by ordering Agency and the total number of each contract item ordered under this contract with dollar amounts on a quarterly basis, i.e., 1st quarter = July, August & September - submit report by October 30th; 2nd quarter = October, November & December - submit report by January 30th.

Section 17

MINIMUM ORDERS

There will be no minimum order requirements under this contract.

Section 18

PRICE CHANGES PART 1

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: Producer's price index will be used as a guide in determining adjustments. 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.

Section 19

PRICE CHANGES PART 2

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.

Section 20

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.

Section 21

QUANTITIES

Any quantities (if any) set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

Section 22

AUDIT

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

Section 23

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.

Section 24

RETURN POLICY

Exchange for credit may be accomplished by ordering agencies consistent with the contractor's published return goods policy. A copy of bidder's published return goods policy should accompany the bid. Failure to submit the policy may be cause for rejection of the bid.

Section 25

TRAINING AND INSTALLATION

The awarded Contractor(s) shall provide on-site In-service training to the personnel of the ordering Agency to ensure proper use of equipment. Additional training shall be made available at the request of the ordering agency, led by a sales representative and/or one instructional video/DVD in English, provided at no additional cost to the Commonwealth. Training shall be held at the ordering Agency facility. Price of equipment shall include installation and assembly of patient lift and transfer systems.

Section 26

WARRANTY PART 1

All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 365 days following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated.

Section 27

WARRANTY PART 2

If the Contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

Section GEN

GENERAL TERMS AND CONDITIONS

VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

APP. LAWS AND COURTS

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the

laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION (1 of 2)

ANTI-DISCRIMINATION (part 1 of 2): By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). (continued on part 2)

ANTI-DISCRIMINATION (2 of 2)

ANTI-DISCRIMINATION (part 2 of 2): In every contract over \$10,000 the provisions in 1. and 2. below apply: 1.) During the performance of this contract, the contractor agrees as follows: (a.) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. (b.) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. (c.) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. 2.) The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

MANDATORY USE OF STATE FORM

MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB's: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

CLARIFICATION OF TERMS

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT (1 of 3)

PAYMENT (part 1 of 3): To Prime Contractor: a.) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). b.) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. c.) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed. d.) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. e.) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed.(Continued on part 2)

PAYMENT (2 of 3)

PAYMENT (part 2 of 3): In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363). 2. To Subcontractors: a.) A contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. (continued on part 3)

PAYMENT (3 of 3)

PAYMENT (part 3 of 3): b.) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth. 3.) Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment..

PRECEDENCE OF TERMS

PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS

QUALIFICATIONS OF (BIDDERS/OFFERORS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION

TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

CHANGES TO CONTRACT (1 of 2)

CHANGES TO THE CONTRACT (part 1 of 2): Changes can be made to the contract in any of the following ways: (1.) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. (2.) The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods: (2a.) By mutual agreement between the parties in writing; or (2b.) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or (continued on part 2)

CHANGES TO CONTRACT (2 of 2)

CHANGES TO THE CONTRACT (part 2 of 2): (2c.) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

DEFAULT

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

TAXES

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

USE OF BRAND NAMES

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

TRANSPORTATION AND PACKAGING

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

INSURANCE (1 of 3)

INSURANCE (part 1 of 3): By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. (continued in part 2)

INSURANCE (2 of 3)

INSURANCE (part 2 of 3) MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS: 1)Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. 2). Employer's Liability - \$100,000. 3) Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy 4).Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.). (continued in part 3)

INSURANCE (3 of 3)

INSURANCE (part 3 of 3): NOTE: In addition, various Professional Liability/Errors and Omissions coverage are required when soliciting those services as follows: Profession/Service /Limits, Accounting /\$1,000,000 per occurrence, \$3,000,000 aggregate Architecture/\$2,000,000 per occurrence, \$6,000,000 aggregate, Asbestos Design, Inspection or

Abatement Contractors/ \$1,000,000 per occurrence, \$3,000,000 aggregate, Health Care Practitioner (to include Dentists, Licensed Dental, Hygienists, Optometrists, Registered or Licensed, Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical ,Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) \$1,750,000 per occurrence, \$3,000,000 aggregate, (Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2005 - \$1,800,000, July 1, 2006 - \$1,850,000, July 1, 2007 - \$1,925,000, July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the Code of Virginia. Insurance/Risk Management /\$1,000,000 per occurrence, \$3,000,000 aggregate, Landscape/Architecture/\$1,000,000 per occurrence, \$1,000,000 aggregate, Legal/\$1,000,000 per occurrence, \$5,000,000 aggregate. Professional Engineer/\$2,000,000 per occurrence, \$6,000,000 aggregate, Surveying/\$1,000,000 per occurrence, \$1,000,000 aggregate

ANNOUNCEMENT OF AWARD

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website (www.eva.state.va.us) for a minimum of 10 days.

DRUG-FREE WORKPLACE

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

NONDISCRIMINATION

NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

eVA REGISTRATION (1 of 2)

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

Commodity Information

Please see the attached Pricing Schedule. Call or email vendor for brochures and printed or PDF materials.



PRICING SCHEDULE

PASSIVE MOBILE SLING LIFT

<u>Product</u>	<u>Description</u>	<u>Product Number</u>	<u>Price</u>
Care Lift	Powered Arc Sling Lift. Dual castors, w/manual Dynamic patient positioning system.	400001	\$3,415.50
Care Lift w/scale	Powered Arc Sling Lift. Dual castors, w/manual Dynamic patient positioning system, w/scale.	400003	\$4,311.00

- All Medicare Care Lifts come with 2 batteries and a charging station, battery display, and dual controls
- All Medicare Care Lifts have a 475# safe working load
- Care Lifts replace Arjo Marisa, Maxi, Maxi Move, Tempo, and Opera models
- Medcar's supplied slings interchange with hanger bar, clip style, loop style, and stretcher style equipment (see sling prices below)

PASSIVE MOBILE BARIATRIC SLING LIFT

<u>Product</u>	<u>Description</u>	<u>Product Number</u>	<u>Price</u>
Bariatric Lift	Powered Arc Sling Lift. 600# safe working load.	400019	\$3,685.50
Bariatric Lift w/scale	Powered Arc Sling Lift. 600# safe working load. Same As above, with scale.	400013	\$4,581.00

- All Medicare Care Bariatric Lifts come with 2 batteries and a charging station, battery display, and dual controls
- All Medicare Care Lifts have a 600# safe working load
- Care Lifts replace Arjo Tenor model
- Medcar's supplied slings interchange with hanger bar, clip style, loop style, and stretcher style equipment.

PASSIVE CEILING MOUNTED OVERHEAD SLING LIFT

<u>Product</u>	<u>Description</u>	<u>Product Number</u>	<u>Price</u>
Ceiling Lift	Portable 440 lbs capable cassette, mounted overhead In ceiling track.	303070	\$3,355.80
Ceiling Lift	Fixed 4 function 625 lbs capable cassette, mounted In ceiling track.	323127	\$4,374.42
Ceiling Lift	Fixed 2 function 625 lbs capable cassette, mounted In ceiling track.	323117	\$3,561.78
Ceiling Lift	Fixed 1,000 lbs capable cassette, mounted overhead In ceiling track.	700100	\$5,125.50

ACTIVE MOBILE STAND AND RAISE AID

<u>Product</u>	<u>Description</u>	<u>Product Number</u>	<u>Price</u>
Sit-to-Stand Bariatric Capacity	Powered stand and raise lift, 500 lbs.	400006	\$4,315.50

ACTIVE MOBILE STAND AND RAISE AID Cont.

Product	Description	Product Number	Price
Sit-to-Stand Bariatric Capacity w/scale	Powered stand and raise lift, 500 lbs.	400007	\$5,363.60
Sit-to-Stand	Powered stand, raise and ambulation aid, 375 lbs Capacity.	400002	\$3,340.00
Sit-to-Stand	Powered stand, raise and ambulation aid, 375 lbs Capacity, with scale.	400005	\$4,483.60

REPOSITIONING AIDS - SLINGS

Product	Description	Product Number	Price
Slings	Small Care Sling-Mesh	400008	\$202.50
Slings	Extra Small Care Sling-Mesh	400009	\$202.50
Slings	Medium Care Sling-Mesh	400010	\$170.10
Slings	Extra Large Care Sling-Mesh	400011	\$292.50
Slings	Large Care Sling-Mesh	400012	\$170.10
Slings	Bariatric Care Sling-Mesh, Antimicrobial	400014	\$337.50
Slings	Bariatric Care Sling	400015	\$337.50
Slings	Extra Small Care Sling	400016	\$224.10
Slings	Extra Large Care Sling	400017	\$292.50
Slings	Small Care Sling	400018	\$224.10
Slings	Medium Care Sling	400020	\$161.10
Slings	Large Care Sling	400022	\$161.10
Slings	Extra Small Multi-Purpose Slin	400023	\$207.00
Slings	Small Multi-Purpose Sling	400024	\$225.00
Slings	Medium Multi-Purpose Sling	400025	\$189.00
Slings	Large Multi-Purpose Sling	400026	\$189.00
Slings	Extra Large Multi-Purpose Sling	400027	\$247.50
Slings	Small Care Sling w/Head Support	400028	\$292.50
Slings	Extra Small Care Sling w/Head Support	400029	\$292.50
Slings	Medium Care Sling w/Head Support	400030	\$220.50
Slings	Large Care Sling w/Head Support	400032	\$220.50
Slings	Extra Large Care Sling w/Head Support	400034	\$315.00
Slings	Bariatric Care Sling w/Head Support, Ant	400036	\$355.50
Slings	Extra Small Care Sling w/HS-Mesh	400037	\$288.00
Slings	Small Care Sling w/Head Support-Mesh	400038	\$292.50
Slings	Large Double Amputee Sling w/HS-Mesh	400039	\$225.00
Slings	Medium Care Sling w/HS-Mesh	400040	\$252.00
Slings	Bariatric Care Sling w/HS-Mesh, Antimicr	400041	\$355.50
Slings	Large Care Sling w/HS-Mesh	400042	\$265.50
Slings	Extra Large Care Sling w/HS-Mesh	400043	\$333.00
Slings	Small Multi-Purpose Sling-Mesh	400044	\$229.50

REPOSITIONING AIDS – SLINGS Cont

Product	Description	Product Number	Price
Slings	Medium Multi-Purpose Sling-Mesh	400046	\$188.10
Slings	XL Multi-Purpose Sling, Mesh	400047	\$229.50
Slings	Large Multi-Purpose Sling-Mesh	400048	\$188.10
Slings	Medium Amputee Sling	400050	\$252.00
Slings	Large Amputee Sling	400051	\$274.50
Slings	Extra Large Amputee Sling	400052	\$337.50
Slings	Small Amputee Sling	400053	\$301.50
Slings	XL Amputee Sling-Mesh	400054	\$337.50
Slings	Medium Amputee Sling, Mesh	400055	\$252.00
Slings	Large Amputee Sling, Mesh	400056	\$271.80
Slings	Medium Double Amputee Sling	400057	\$171.00
Slings	Medium Double Amputee w/ HS	400058	\$211.50
Slings	Large Double Amputee Sling	400059	\$184.50
Slings	Large Double Amputee Sling w/Head Support	400060	\$225.00
Slings	Medium Double Amputee Sling, Mesh	400061	\$180.00
Slings	XL Double Amputee Sling	400062	\$207.00
Slings	XL Double Amputee Sling w/Head Support	400063	\$247.50
Slings	Small Double Amputee Sling	400064	\$207.00
Slings	Small Double Amputee Sling w/Head Support	400065	\$247.50
Slings	Small Double Amputee w/HS, Mesh	400066	\$247.50
Slings	Bariatric Double Amputee Sling w/HS	400067	\$283.50
Slings	Medsheet Set of Two Sheets	400068	\$158.40
Slings	Medsheet Pack of Ten Sets	400069	\$1,481.40
Slings	Small Commode Sling	400071	\$315.00
Slings	Medium Commode Sling	400072	\$247.50
Slings	Large Commode Sling	400073	\$319.50
Slings	Extra Large Commode Sling	400074	\$342.00
Slings	Tube Sheet, 40 x 32	400076	\$86.40
Slings	Small Transport Attachment	400077	\$252.00
Slings	Small Deluxe Medcare Stand Belt	400078	\$256.50
Slings	XL Deluxe Transport Attachment	400079	\$286.20
Slings	Medium Deluxe Stand Belt	400080	\$179.10
Slings	Medium Deluxe Transport Attachment	400081	\$152.10
Slings	Large Deluxe Stand Belt	400082	\$179.10
Slings	Large Deluxe Transport Attachment	400083	\$166.50
Slings	XL Deluxe Stand Belt	400084	\$297.00
Slings	Medium Deluxe Belt w/Sheepskin Cover	400085	\$268.20
Slings	Large Deluxe Belt w/Sheepskin Cover	400086	\$268.20
Slings	Sling Bag	400088	\$57.60
Slings	Medium Transport Combo	400090	\$331.20

REPOSITIONING AIDS – SLINGS Cont

<u>Product</u>	<u>Description</u>	<u>Product Number</u>	<u>Price</u>
Slings	Large Transport Combo	400091	\$345.60
Slings	Actuator Cover-Blue	400092	\$59.40
Slings	Padded Support Bar Cover-Blue	400093	\$48.60
Slings	Sling Bag-Mesh	400094	\$57.60
Slings	MedSheet Tube	400095	\$158.40
Slings	Padded Hanger Bar Cover-Blue	400096	\$22.50
Slings	Handlebar Cover Set-Blue	400097	\$121.50
Slings	Middle Pad for Stand Arms	400098	\$25.71
Slings	Runner Actuator Cover for 500 lb. Stand	400099	\$74.70
Slings	Medium Sheepskin Cover	400100	\$89.10
Slings	Large Sheepskin Cover	400102	\$89.10
Slings	Extra Large Sheepskin Cover	400104	\$159.30
Slings	Buckle, Single-Pull for Stand Belt	400105	\$11.39
Slings	Small Sheepskin Cover	400106	\$121.50
Slings	Deluxe Belt Buckle (Acetyl)	400107	\$11.39
Slings	Small Full Body Sling Mesh	400111	\$160.20
Slings	Medium Full Body Sling Mesh	400112	\$217.80
Slings	Large Full Body Sling, Mesh	400113	\$234.00
Slings	XL Full Body Sling Mesh	400114	\$244.80
Slings	Nylon Highback Custom Sling	400115	\$270.00
Slings	Small Full Body Sling, Mesh w/Head Suppo	400126	\$228.60
Slings	Medium Full Body Sling, Mesh w/Head Supp	400127	\$277.20
Slings	Large Full Body Sling, Mesh w/Head Suppo	400128	\$293.40
Slings	XL Full Body Sling, Mesh w/Head Support	400129	\$313.20
Slings	Limb Sling, 6"	400250	\$27.00
Slings	Limb Sling, 12"	400275	\$27.00
Slings	Stretcher Sling	402450	\$166.50
Slings	Repositioning Sling, Antimicrobial Mesh	402500	\$175.50
Slings	Small Disposable Clip Sling w/ HS	500128	\$33.30
Slings	Medium Disposable Clip Sling w/HS	500130	\$33.30
Slings	Large Disposable Clip Sling w/ HS	500132	\$33.30
Slings	XL Disposable Clip Sling w/ HS	500134	\$35.10
Slings	Bariatric Disposable Sling, Antimicrobia	600015	\$57.18
Slings	XL Disposable Sling, Antimicrobial	600017	\$39.18
Slings	Small Disposable Sling, Antimicrobial	600018	\$32.82
Slings	Medium Disposable Sling, Antimicrobial	600020	\$37.91
Slings	Large Disposable Sling, Antimicrobial	600022	\$37.06
Slings	Small Disposable Sling w/HS, Antimicrobi	600028	\$33.88
Slings	Medium Disposable Sling w/HS, Antimicrob	600030	\$37.06
Slings	Large Disposable Sling w/HS, Antimicrobi	600032	39.60

REPOSITIONING AIDS – SLINGS Cont

<u>Product</u>	<u>Description</u>	<u>Product Number</u>	<u>Price</u>
Slings	XL Disposable Sling w/HS, Antimicrobial	600034	\$39.18
Slings	Bariatric Disposable Sling w/HS, Antimic	600036	\$54.00
Slings	Small Disposable Commode Sling, Antimicr	600071	\$42.35
Slings	Medium Disposable Commode Sling, Antimic	600072	\$44.47
Slings	Large Disposable Commode Sling, Antimicr	600073	\$46.59
Slings	XL Disposable Commode Sling, Antimicrobi	600074	\$48.71
Slings	Medium Disposable Belt, Antimicrobial	600080	\$28.59
Slings	Large Disposable Belt, Antimicrobial	600082	\$30.71
Slings	XL Disposable Belt, Antimicrobial	600084	\$32.82
Slings	Disposable Stretcher Sling, Antimicrobia	600200	\$55.06
Slings	Disposable Repositioning Sling, Antimicr	600210	\$56.12
Slings	Disposable Morgue Sling, Antimicrobial	600220	\$55.06
Slings	Disposable 6" Limb Sling, Antimicrobial	600250	\$8.58
Slings	Disposable 12" Limb Sling, Antimicrobial	600275	\$9.32

REPOSITIONING AIDS – SLIDES

Slides	2 Move Board-Narrow	254017	\$301.50
Slides	2 Move Board-Wide	254018	\$476.10
Slides	OWG 1-One Way Glide 1	255200	\$103.50
Slides	OWG 2-One Way Glide 2	255201	\$121.50
Slides	OWG 3-One Way Glide 3	255202	\$153.00
Slides	2 Move Cover-Narrow	256995	\$35.10
Slides	2 Move Cover-Wide	256996	\$58.50
Slides	Medsheet Set of Two Sheets	400068	\$158.40
Slides	Medsheet Pack of Ten Sets	400069	\$1,481.40