

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASES AND SUPPLY
P.O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

CONTRACT RENEWAL
(Changes appear in Red)

1. DATE January 1, 2010
2. COMMODITY Incontinent Products
3. CONTRACT NUMBER **E194-444-3**
4. SUPERSEDES E194-444-09
5. CONTRACT PERIOD **January 1, 2010 through December 31, 2010**
6. AUTHORIZED USERS State Agencies & Other Public Bodies
7. CONTRACTOR Bio-Medic Health Services, Inc.
5041 Benois Road, Building B
Roanoke, VA 24018
8. CONTRACTOR PHONE NUMBER 800-525-0072
9. TERMS Net 30
10. DELIVERY 15 Days ARO
11. MINIMUM ORDER \$100.00
(Orders less than \$100 will have actual freight cost prepaid and added to the invoice).
12. Notice to all State Agencies and other Public Bodies: The agreement is the result of a competitive bid program. It is an OPTIONAL use agreement for all public bodies.
13. **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.
14. FURTHER CONTRACT INFORMATION CONTACT:

Betsy Bratton, CPPB, VCO
Statewide Contract Officer
Phone: (804) 786- 3854, Fax: (804) 786-5413
Email: betsy.bratton@dgs.state.va.us

By: 
Statewide Contract Officer

INSTRUCTIONS

1. ORDERS:
 - A. Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia will order items/services through eVA.
 - 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.
2. Important!! **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.
3. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.
4. 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 (804) 225-4045.
5. Renewals. One (1) one-year renewals remain. The decision as to whether to exercise the next renewal option will be made by the contract officer approximately four to six months in advance of the expiration date of the current term.
6. 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.

VENDOR INFORMATION

Bio-Medic Health Services, Inc. - FIN: 54-1589943

This contract with Bio-Medic Health Services is for Tranquility Incontinent products only.

**Bio-Medic Health Services, Inc.
Philip Willmott
President
5041 Benois Road
Building B
Roanoke, VA 24018
Email: pjwillmott@bmhsi.com
PHONE: 800-525-0072
FAX: 540-772-1188
DMBE Certification: Small Business, Woman-Owned**

Discount Structure for the following Product Lines (detailed price listing follows):

Line Item #	Approved Brand	Percent Discount from Price List	Date of Price List
1	Tranquility	41%	2010

(Note: For First Quality, Paper Pak Products, Kendall and SCA Personal Care Incontinent Products see Contract # E194-445-3 with Gulf South Medical Supply).

Contract Number E194 - 444 – 3 RENEWAL

Document Name: Incontinent Products

Procurement Folder: 12480

Original Effective Begin Date: 2/21/2007

Original Expiration Date: 12/31/2007

Current Effective Date: 1/1/2010

Current Expiration Date: 12/31/2010

Document Description: briefs, pull-ups, wet wipes, under pads, protective underwear

Extended Description: Incontinent Products to include but not limited to: briefs, pull-ups, wet wipes, under pads, protective underwear, etc. in ALL sizes XS - XXL

Renewal Periods

Line Number: 1

Renewal Period Length: 1

Renewal Period Unit: Years

Effective Date: 1/1/2008

Expiration Date: 12/31/2008

Notification Days Prior to Expiration: 90

~~Line Number: 2~~

~~Renewal Period Length: 1~~

~~Renewal Period Unit: Years~~

~~Effective Date: 1/1/2009~~

~~Expiration Date: 12/31/2009~~

~~Notification Days Prior to Expiration: 90~~

Line Number: 3

Renewal Period Length: 1

Renewal Period Unit: Years

Effective Date: 1/1/2010

Expiration Date: 12/31/2010

Notification Days Prior to Expiration: 90

Line Number: 4

Renewal Period Length: 1

Renewal Period Unit: Years

Effective Date: 1/1/2011

Expiration Date: 12/31/2011

Notification Days Prior to Expiration: 90

Commodity Information

Line: 1

Commodity: 47564

Commodity Specs:

Description: Paper Goods: Diapers, Medication Blister Cards, Pillow Cases, Sheets, Wiping Tissues, Etc.

Extended Description: Incontinent Products for the approved brand of **TRANQUILITY**. **41% DISCOUNT FROM LIST PRICE – SEE FOLLOWING PRICE LIST.**

**Pricing for
COMMONWEALTH OF VIRGINIA**

Effective: January 1, 2010 through December 31, 2010 Revised 12/22/09

Item#	Brand Name	UOM	LIST PRICE	STATE PRICE
Tranquility High Capacity Pads				
2020A	PADS, HIGH CAPACITY, WITH TAILS	5 - 20s	\$56.10	\$34.24
Tranquility TopLiner Pads				
2070	TOPLINER BOOSTER PADS	8 - 25s	\$73.44	\$44.83
2072	MINI BOOSTER PAD	8 - 25s	\$59.16	\$36.11
3096	TOPLINER BOOSTER CONTOUR	10 - 12s	\$58.14	\$35.49
Tranquility Peach Sheet Underpad				
2074	PEACH SHEET CARE PADS SL	8- 12s	\$97.92	\$59.77
Tranquility Liners				
2078	SLIMLINE LINER	4 - 30s	\$67.32	\$41.09
Tranquility TrimShield Pads				
2080	TRIMSHIELD, MINI	8 - 25s	\$65.28	\$39.85
2083	TRIMSHIELD, SUPER-PLUS	5 - 25s	\$73.44	\$44.83
Tranquility Briefs				
2112	BRIEFS JUNIOR SLIMLINE	10 - 12s	\$84.66	\$51.68
2166	BRIEFS X-SMALL SLIMLINE	10 - 10s	\$80.58	\$49.19
2120	BRIEFS SMALL SLIMLINE	10 - 10s	\$90.78	\$55.41
2122	BRIEFS MEDIUM SLIMLINE	8 - 12s	\$87.50	\$53.41
2132	BRIEFS LARGE SLIMLINE	8 - 12s	\$104.04	\$63.51
2134	BRIEFS X-LARGE SLIMLINE	6 - 12s	\$104.04	\$63.51
Tranquility Belted Undergarment & Accessories				
2150	BELTED UNDBGMT TQ	4 - 30s	\$86.70	\$52.92
2903	FLEXTENDERS	10 PR/CS	\$30.60	\$18.68
2904	STRAPS, SELF GRIPPING	10 PR/CS	\$27.54	\$16.81
Tranquility ATN Briefs				
2183	ATN BRIEF X-SMALL	10 - 10s	\$94.86	\$57.90
2184	ATN BRIEF SMALL	10 - 10s	\$94.86	\$57.90
2185	ATN BRIEF MEDIUM	8 - 12s	\$105.06	\$64.13
2186	ATN BRIEF LARGE	8 - 12s	\$118.32	\$72.22
2187	ATN BRIEF X-LARGE	6 - 12s	\$118.32	\$72.22
Tranquility Daytime DAU				
2105	DAYTIME DAU - MEDIUM	4 - 18s	\$80.58	\$49.19
2106	DAYTIME DAU - LARGE	4 - 16s	\$80.58	\$49.19
2107	DAYTIME DAU - XLARGE	4 - 14s	\$80.58	\$49.19
Tranquility OverNight DAU				
2113	OVERNIGHT DAU - XSMALL	4 - 22s	\$89.76	\$54.79
2114	OVERNIGHT DAU - SMALL	4 - 20s	\$89.76	\$54.79
2115	OVERNIGHT DAU - MEDIUM	4 - 18s	\$83.64	\$51.05
2116	OVERNIGHT DAU - LARGE	4 - 16s	\$83.64	\$51.05
2117	OVERNIGHT DAU - XLARGE	4 - 14s	\$83.64	\$51.05

**Pricing for
COMMONWEALTH OF VIRGINIA**

Effective: January 1, 2010 through December 31, 2010 Revised 12/22/09

Item#	Brand Name	UOM	LIST PRICE	STATE PRICE
Tranquility Bariatric Brief				
2190	BRIEF BARIATRIC XL+ TQ	4 - 8s	\$103.02	\$62.88
Tranquility Washable Pants				
3080	PANTS XS-XL ASSORTED	20/CASE	\$185.64	\$113.32
3081	PANTS, X-SMALL	20/CASE	\$185.64	\$113.32
3082	PANTS, SMALL	20/CASE	\$185.64	\$113.32
3083	PANTS, MEDIUM	20/CASE	\$185.64	\$113.32
3084	PANTS, LARGE	20/CASE	\$185.64	\$113.32
3085	PANTS, X-LARGE	20/CASE	\$185.64	\$113.32
3086	PANTS, 2X-LARGE	6/CASE	\$102.00	\$62.26
3087	PANTS, 3X-LARGE	6/CASE	\$102.00	\$62.26
3088	PANTS,2X-3X ASSORTED	6/CASE	\$102.00	\$62.26
Tranquility Washcloths				
3101	WASHCLOTHS	12 - 50s	\$60.18	\$36.73
3121	WASHCLOTHS	4 - 50s	\$28.34	\$17.30
3111	TRAVEL PACK WASHCLOTHS	24 - 16s	\$56.04	\$34.21
Tranquility Vinyl Gloves				
3104	SMALL	10 - 100s	\$65.00	\$39.68
3105	MEDIUM	10 - 100s	\$65.00	\$39.68
3106	LARGE	10 - 100s	\$65.00	\$39.68
Select Disposable Absorbent Underwear				
2603	UNDERWEAR X-SMALL SELECT	4 - 24s	\$87.72	\$53.55
2604	UNDERWEAR SMALL SELECT	4 - 22s	\$87.72	\$53.55
2605	UNDERWEAR MEDIUM SELECT	4 - 20s	\$83.64	\$51.05
2606	UNDERWEAR LARGE SELECT	4 - 18s	\$83.64	\$51.05
2607	UNDERWEAR X-LARGE SELECT	4 - 14s	\$83.64	\$51.05
Select Disposable Briefs				
2665	BRIEF TODDLER+ SELECT	10 -12s	\$59.17	\$36.12
2666	BRIEF X-SMALL SELECT	12 -10s	\$63.24	\$38.60
2620	BRIEF SMALL SELECT	10 -10s	\$61.20	\$37.36
2624	BRIEF MEDIUM SELECT	8 - 12s	\$63.24	\$38.60
2634	BRIEF LARGE SELECT	6 - 12s	\$61.20	\$37.36
2635	BRIEF XLARGE SELECT	8 - 8s	\$61.20	\$37.36
Select Soft n' Breathable Briefs				
2627	BRIEF MEDIUM	8 - 12s	\$65.28	\$39.85
2628	BRIEF LARGE	6 - 12s	\$65.28	\$39.85
2629	BRIEF XLARGE	8 - 8s	\$65.28	\$39.85
Select Guards				
2648	SHIELD SELECT	5 - 20s	\$54.06	\$33.00
2681	SLIM & SOFT GRD REG SE	9 - 20s	\$52.02	\$31.75
2682	SLIM&SOFT GRD XTRA ABS	9 - 16s	\$52.02	\$31.75
Select Booster Pads				
2760	BOOSTER REGULAR SELECT	8 - 25s	\$53.04	\$32.38
Select Belted Undergarment & Accessories				
2650	BELTED UNDERGMT SELECT	4 - 30s	\$70.38	\$42.96

**Pricing for
COMMONWEALTH OF VIRGINIA**

Effective: January 1, 2010 through December 31, 2010 Revised 12/22/09

Item#	Brand Name	UOM	LIST PRICE	STATE PRICE
2659	STRAPS - SELECT UG	10 PR/CS	\$12.24	\$7.47
Select Underpads				
2673	UNDERPAD 21.5 x 32.5 SE	8 - 12s	\$69.36	\$42.34
2675	UNDERPAD LG 23x36 SE	6 - 25s	\$54.06	\$33.00
2677	UNDERPAD XL 28x30 SE	10 -10s	\$52.02	\$31.75
2679	UNDERPAD UL LG 36X36 SE	5 - 10s	\$48.96	\$29.89
2708	UNDERPAD LG 23x36 SE, NO SAP	6 - 25s	\$45.54	\$27.80
Select Mesh Pants				
2684	MESH PANTS SELECT MED,	12 - 2s	\$55.08	\$33.62
2685	MESH PANTS SELECT LARGE,	12 - 2s	\$55.08	\$33.62
2686	MESH PANTS SELECT X-LG,	12 - 2s	\$57.63	\$35.18
2687	MESH PANTS SELECT XX-LG,	12 - 2s	\$57.63	\$35.18
Select Liners				
2691	PAD CONTOURED SELECT	10 - 20s	\$63.24	\$38.60
2693	LINER DAYTIME SELECT	10 - 10s	\$60.18	\$36.73
2694	LINER DAYTIME+ SELECT	10 - 10s	\$65.28	\$39.85
2695	LINER NITETIME SELECT	10 - 10s	\$73.44	\$44.83

See IFB #796 for General Terms and Conditions

SPECIAL TERMS AND CONDITIONS (See IFB #796 for complete list of 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.

PURPOSE

The purpose of this solicitation is to establish an optional use term contract with qualified vendors to provide incontinent products for all State Agencies and other Public Bodies of the Commonwealth of Virginia.

RENEWAL OF CONTRACT

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

MINIMUM ORDER

Orders will be F. O. B. Destination (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 orders off contract from other sources. Partial shipments of less than minimum order value which are made at the option of the contractor shall be made F.O.B. Destination with no transportation charges added. If at the agency's request shipments are below the minimum order value, the contractor may add actual transportation to invoice for payment.

CATALOGS

Upon request, the Contractor shall furnish catalogs and price lists for items awarded directly to the using agencies.

PRICE CHANGES PART 1

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted only for changes in the Contractor's cost of providing the goods and/or services. Consumers Price Indices, Producers Price Indices or other appropriate indices will be used as a guide to determine price increases or decreases. 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.

PRICE CHANGES PART 2

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.

CONTRACT CANCELLATION

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.

PRODUCT AVAILABILITY

Substitution of a product, brand or manufacturer after award of contract is expressly prohibited unless approved in writing by the Division of Purchases and Supply. The Commonwealth may, at its discretion, require the contractor to provide a substitute item of equal quality, subject to the approval by the Commonwealth, for the same price, if the product for which the contract was awarded becomes unavailable to the contractor.

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.

DELIVERY

The agency expects complete delivery within 15 calendar days after receipt of order. Standing orders may be permitted with the permission of the using agencies.

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.

WARRANTY

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.

RETURN

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.

CONTRACTOR'S QUARTERLY REPORT OF SALES: Contractor shall provide electronic reports in Microsoft Excel format on a quarterly basis showing invoiced sales data. A report template will be provided to the Contractor, which identifies the information and format to be provided. Reports are due no later the 15th of the month following the end of the calendar year quarter, reporting total invoiced sales and returns transactions that took place in the immediately three prior months. **Quarterly reports shall be sent to the contract officer AND to the following email address: VappReport@dgs.virginia.gov.** Consistent report tardiness may be cause for contract termination.

	<u>Sales Months</u>	<u>Quarterly Report Due:</u>
1 st Quarter	January, February, March	Due 15 th of April
2 nd Quarter	April, May, June	Due 15 th of July
3 rd Quarter	July, August, September	Due 15 th of October
4 th Quarter	October, November, December	Due 15 th of January

B. **SURCHARGE ADJUSTMENT:** The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. The SCA fee reimburses the Commonwealth and defrays the costs for Spend Management procurements and the administration of the subsequent awards. The Contractor must remit the SCA fee within 30 days after the end of each calendar year quarter. It is the intent of the Commonwealth to capture 2% of all invoiced transactions under the Contract. The SCA fee equals two percent (2%) of the total invoiced sales as reported in the Contractor's quarterly reports for the previous calendar year quarter. The SCA fee amount due must be paid by check. **The check stub or other remittance material must include "VAPP SCA fee", the contract number, and dates of the three-month reporting period.** DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates agreement, then the payment shall be made by check as described herein made payable to the Treasurer of Virginia.

Checks are to be payable to: **Treasurer of Virginia.**

Checks are to be mailed to:

Department of General Services
P.O. Box 267
Richmond, VA 23218-0267

SCA FEES DUE:

1 st Quarter (sales reports Jan, Feb, March)	Due 30 th of April
2 nd Quarter (sales reports Apr, May, June)	Due 30 th of July
3 rd Quarter (sales reports July, Aug, Sept)	Due 30 th of October
4 th Quarter (sales reports Oct, Nov, Dec)	Due 30 th of January

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in termination or cancellation of this Contract.