

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

**NOTICE OF AWARD**

1. DATE .....February 7, 2013
2. COMMODITY NAME..... Patient Lifts & Transfer Systems
3. CONTRACT NUMBER.....E194-72817
4. CONTRACT PERIOD ..... February 7, 2013 through January 31, 2015
5. SUPERSEDES..... PF-758
6. AUTHORIZED USERS.....All Commonwealth of Virginia State Agencies, Commissions, Authorities, Boards, Public Bodies and other Entities Authorized by the *Code of Virginia*.
7. CONTRACTOR DUNS NUMBER .....09-8414501
8. CONTRACTOR.....Apollo Corporation  
450 Main Street  
P. O. Box 219  
Somerset, WI 54025  
Primary Contact: Marah L. Graham, Sales & Mktg Rep  
Phone: 715-247-5625  
Fax: 715-247-3424  
Email: [mgraham@apollobath.com](mailto:mgraham@apollobath.com)  
Local Representative: Gary Thacker, Sales Rep  
Phone: 434-821-2250  
Cell: 434-258-2389  
Email: [gthacker62@AOL.com](mailto:gthacker62@AOL.com)  
eVA ID Number: **VS0000099111**
9. TERMS .....Net 30
10. DELIVERY..... 3 weeks ARO
11. MINIMUM ORDER..... None
12. FURTHER CONTRACT INFORMATION CONTACT.....Tina M. Rodriguez, CPPB, VCO  
Phone: (804) 786-1603  
Fax: (804) 786-5712

Email: [ina.rodriguez@dgs.virginia.gov](mailto:ina.rodriguez@dgs.virginia.gov)

13. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: [www.eva.virginia.gov](http://www.eva.virginia.gov)
14. **NOTICE TO STATE AGENCIES:** This contract is the result of a competitive bid program and its use is **Mandatory** (unless otherwise indicated in item 6 above) in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by the agency, a request to purchase other goods or services 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.
15. **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.

By: /s/ Tina M. Rodriguez, CPPB, VCO  
Statewide Contract Officer

## INSTRUCTIONS

1. **ORDERS:** Unless otherwise instructed by the Division of Purchases and Supply, DCLS will order items through eVA.
2. The applicable state 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 the receiving state agency.
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) or online at the following web address: <http://www.eva.virginia.gov/buyers/index.htm>.
5. **RENEWALS.** Three (3), one-year optional renewals remain. The decision as to whether to exercise the next renewal option will be made by the contract officer approximately three to four months in advance of the expiration date of the current term.

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**CONTRACT NUMBER E194-72817  
NOTICE OF AWARD**

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Contract Number: E194-72817  
Document ID: 1534  
Print Date: 2/7/2013  
Procurement Folder: 72817  
Effective Begin Date: 2/7/2013  
Minimum Order Amount: \$0.00  
On Behalf Of Name: Tina Rodriguez  
Preparer Name: Tina Rodriguez  
Description: Patient Lifts and Transfer Systems  
Created By: tmizelle1  
Created On: 2013-02-05

Title: Patient Lifts and Transfer Systems  
Procurement Type: Complex IFB  
Expiration Date: 1/31/2015  
Maximum Order Amount: \$0.00  
Phone: (804) 786-1603  
Email: tina.rodriguez@dgs.virginia.gov  
Phone: (804) 786-1603  
Email: tina.rodriguez@dgs.virginia.gov  
Modified By: tmizelle1  
Modified On: 2013-02-07

Contact Information  
Tina Rodriguez  
Email: tina.rodriguez@dgs.virginia.gov  
Phone: (804) 786-1603

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**Renewal Periods**

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)
1	1	Years	2/1/2015	1/31/2016	90
2	1	Years	2/1/2016	1/31/2017	90
3	1	Years	2/1/2017	1/31/2018	90

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**Authorized Departments**

Line Number	Department	Spending Limit	No Limit	Active	Exclude this Dept.	Ordered Amount	Attachments(Name - Desc)
1	E194	\$0.00	Yes	Yes	No	\$0.00	

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**Vendor**

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Legal Name: Apollo Corporation  
Location Legal Name: Headquarters:  
Somerset, WI  
Contact Phone: 715-247-5625  
MA Number: E194 - 1534

Contact Name: Marah Graham  
Contact Email: apollo-sales@apollobath.com  
Vendor Type: Primary

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## Pricing Schedule

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See attachment at the end of this document for the pricing schedule.

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## General Terms and Conditions

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### A. VENDORS MANUAL

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.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the "Vendor" tab.

### B. 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.

### C. ANTI-DISCRIMINATION:

ANTI-DISCRIMINATION: 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). 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.

#### **D. 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.

#### **E. IMMIGRATION REFORM**

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

#### **F. 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.

#### **G. 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.

#### **H. 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.

#### **I. 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.

#### **J. PAYMENT (1 of 4)**

**PAYMENT (part 1 of 4):** 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)

#### **J. PAYMENT (2 of 4)**

**PAYMENT (part 2 of 4):** 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)

#### **J. PAYMENT (3 of 4)**

**PAYMENT (part 3 of 4):** 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.

**J. PAYMENT (4 of 4)**

PAYMENT (part 4 of 4): The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

**K. 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.

**L. 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.

**M. 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.

**N. 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.

**O. CHANGES TO THE CONTRACT**

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: a. By mutual agreement between the parties in writing; or b. 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 c. 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.

**P. 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.

**Q. 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.

**R. 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/offers) 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 equivalent 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 equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

#### **S. 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.

#### **T. 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 these 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)

#### **T. 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)

#### **T. 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

#### **U. 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.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

#### **V. 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.

#### **W. 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.

**X. eVA REGISTRATION (1 of 2)**

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: (part 1 of 2) The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://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 eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows: a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse. b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

**X. eVA REGISTRATION (2 of 2)**

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: (part 2 of 2) Vendor transaction fees are determined by the date the original purchase order is issued and are as follows: a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order. b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is: (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order. (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order. c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is: (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order. (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order. d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is: (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order. (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order. The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

**Y. 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.

**Z. SET ASIDES**

This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the

Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

**AA. BID PRICE CURRENCY:**

BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

**BB. BUSINESS AUTHORIZATION**

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

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**Special Terms and Conditions**

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- A. **AWARD TO OTHER THAN THE LOWEST PRICED BIDDER(S)**: The Commonwealth reserves the right to make multiple awards for multiple manufacturer lines, on a grand total basis, as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) for each Manufacturing line, however; the award may be made to reasonably priced DMBE Certified Small Business bidder(s) meeting the requirements of the solicitation. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown. Discounts for prompt payment will not be considered in making awards. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The Commonwealth reserves the right to conduct any test it may deem advisable and 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.
- B. **ADDITIONAL INFORMATION**: The Commonwealth reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the Commonwealth deems desirable.

- C. **AUDIT:** The vendor 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.
- D. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. **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 vendor. 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 Vendor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. **CONTACT INFORMATION:** The bidder shall provide a telephone number, facsimile number, cellular number, email address, physical address, and the name of responsible person(s) of your company who may be contacted regarding any purchases and required reports. (Complete **Attachment A - Bidder Data Sheet.**) **Attachment A on file at DGS.**
- G. **CONTINUITY OF SERVICES:** The Vendor recognizes that the services under this contract are vital to the Commonwealth and must be continued without interruption and that, upon contract expiration, a successor, either the Commonwealth or another vendor, may continue them. The Vendor agrees: 1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor; 2. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and 3. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the vendor to its successor.

The vendor shall, upon written notice from the contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the contract Officer's approval.

The Vendor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

- H. **CONTRACT TERM**: The initial term of this contract will be for a two (2) year period beginning approximately February 1, 2013 through January 31, 2015.
- I. **CONTRACT RENEWAL**: This contract may be renewed by the Commonwealth upon written agreement of both parties for three (3) optional one (1) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- J. **DELIVERY SERVICE**: Delivery of all requested contract items shall be made within three (3) weeks after receipt of purchase order. The Contractor shall carry adequate stock to insure such delivery service for the duration of the Contract. Except when otherwise specified herein, all items shall be F.O.B. destination delivered any point within the Commonwealth of Virginia as directed by the 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.
- K. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS**  
It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
  - b. For orders issued August 16, 2006 through June 30, 2011, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 1% capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order.
  - c. For orders issued July 1, 2011, through June 30, 2013, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
  - d. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia, Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), 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.

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: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid or terminate this contract for default. 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.virginia.gov](http://www.eva.virginia.gov). Vendors should email Catalog or Index page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

- L. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- M. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- N. **FINANCIAL WARRANTY:** Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS's request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body, and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.
- O. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

- P. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- Q. **MINIMUM ORDER:** There will be no minimum orders under this contract.
- R. **ORDER PLACEMENT/METHOD:** To the maximum extent possible, purchase orders shall 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. The Commonwealth requires contractors to accept orders via the eVA ordering system
- S. **PRICE ESCALATION / DEESCALATION:** Price adjustments may be permitted only for changes in the Vendor's **cost of materials** based on the current market for this or similar products. Consumers Price Indices, Producers Price Indices or other appropriate indices as approved by the Division of Purchases and Supply, 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. **The 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.
- T. **PURCHASE CARD INFO:** Commonwealth of Virginia State Agencies and public bodies may make purchases using a major credit card. Currently the Commonwealth uses **Bank of America - VISA**. Please list the major credit cards that will be accepted by your company under any resulting contract. **Credit cards accepted are Visa, MasterCard, American Express, and Discover.**

**Acceptance of Small Purchase Charge Card:** Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services (typically \$5,000 and under). Vendors responding to

this solicitation should note that acceptance of payment by purchase card is **the preferred method of payment by the Commonwealth.**

Payment for orders issued against the contract resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at **Level 2, which is mandatory or Level 3 which is optional.** Information on the various levels for the Bank of America – VISA is indicated below.

**Charge Card Levels:**

The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below. **The preferred level by the Commonwealth is Level 2.**

**Level 1** Vendors provide basic credit card purchase information, including but not limited to the data listed below. By passing “Basic Data”, the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date
- Total Purchase Amount

**Level 2** Vendors provide additional information to the Level 1 elements, including, but not limited to the data listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the Commonwealth of Virginia and accept Bank of America - VISA.

- Customer Code (PCO Number from eVA)
- Vendor Tax ID

**Level 3** Vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including, but not limited to the data listed below. By passing Level 3 (**which is optional**) data which is considered Superior data, the vendor will receive the **lowest interchange costs.**

- Item Description
- Item Quantity
- Item Unit of Measure
- Product Code
- Freight Amount
- Extended line Item Amount

For more information regarding the Commonwealth of Virginia, Department of Accounts (DOA) Small Purchase Charge Card Program, visit the website:

[http://www.doa.virginia.gov/General Accounting/Charge Card/Charge Card Main.cfm](http://www.doa.virginia.gov/General_Accounting/Charge_Card/Charge_Card_Main.cfm)

- U. PURCHASE VOLUME REPORT:** The vendor shall furnish quarterly volume reports (January, February and March=1<sup>st</sup> quarter; April, May, and June=2<sup>nd</sup> quarter; July, August, and September=3<sup>rd</sup> quarter; and October, November, and December=4<sup>th</sup> quarter) within 15 days of the end of each quarter of the sales made under this contract. Report shall list item(s) and or services performed during the previous quarter along with the order number and dollar value. These reports shall include: item purchased, date purchased, agency, quantity, each price, extended price, and eVA purchase order number.
- V. QUANTITIES:** Quantities 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.
- W. RETURN GOODS POLICY:** Exchange for credit may be accomplished by ordering agencies consistent with the contractor's published return goods policy. A copy of the contractor's published return goods policy should accompany the bid.
- X. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE**  
It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders are required to submit a Small Business Subcontracting Plan. Unless the bidder is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small businesses. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. (Complete **Attachment C** - [Small Business Sub-Contracting Plan.](#)) **No subcontracting opportunities available.**
- Y. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlines and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of contractor's statement describing why the

bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the contractor as demonstrating compliance. (Complete **Attachment B – Bidder Data Sheet** – section provided for SCC information.) **Application on file at DGS.**

- Z. 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.
- AA. 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/agency, 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. 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.

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## **Pricing Schedule**

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See next page.

**Apollo Corporation**  
**Invitation to Bid E194-1655-1**  
**Bid Pricing – Commonwealth of VA**  
 Bid Due Date: January 8, 2013

Product Number	Product Description	Price
<b>Advantage™ Seated Bathing Systems</b>		
WP6000A	<b>Advantage™ Whirlpool Bathing System</b> - featuring Remedy® Ultra Violet Water Purification System, Level Glide™ Transfer System with digital weight scale, Rapid Fill Water Reservoir, an anti-scald temperature control mixing valve, safety thermometer, a skin care product dispenser, automatic cleaner and disinfectant dispensing system with locking cabinet, one-speed whirlpool motor, four directional/flow adjustable jets, and removable side panels for complete access for maintenance.	\$20,100
WP6000B	<b>Advantage™ Whirlpool Bathing System</b> - featuring Remedy® Ultra Violet Water Purification System, Level Glide™ Transfer System, Rapid Fill Water Reservoir, an anti-scald, temperature control water mixing valve, safety thermometer, a skin care product dispenser, automatic cleaner and disinfectant dispensing system with locking cabinet, one-speed whirlpool motor, four directional/flow adjustable jets, and removable side panels for complete access for maintenance.	\$17,752
WP6000C	<b>Advantage™ Whirlpool Bathing System</b> - featuring Remedy® Ultra Violet Water Purification System, Lock-in Chair, Rapid Fill Water Reservoir, an anti-scald, temperature control water mixing valve, safety thermometer, a skin care product dispenser, automatic cleaner and disinfectant dispensing system with locking cabinet, one-speed whirlpool motor, four directional/flow adjustable jets, and removable side panels for complete access for maintenance.	\$16,924
WP6000D	<b>Advantage™ Whirlpool Bathing System (without Remedy®)</b> - featuring Level Glide™ Transfer System with weight scale, Rapid Fill Water Reservoir, an anti-scald, temperature control water mixing valve, safety thermometer, a skin care product dispenser, automatic cleaner and disinfectant dispensing system with locking cabinet, one-speed whirlpool motor, four directional/flow adjustable jets, and removable side panels for complete access for maintenance.	\$18,519
WP6000E	<b>Advantage™ Whirlpool Bathing System (without Remedy®)</b> - featuring Level Glide™ Transfer System, Rapid Fill Water Reservoir, an anti-scald, temperature control water mixing valve, safety thermometer, a skin care product dispenser, automatic cleaner and disinfectant dispensing system with locking cabinet, one-speed whirlpool motor, four directional/flow adjustable jets, and removable side panels for complete access for maintenance.	\$16,171
WP6000F	<b>Advantage™ Whirlpool Bathing System (without Remedy®)</b> - featuring Lock-in Chair, Rapid Fill Water Reservoir, an anti-scald, temperature control water mixing valve, safety thermometer, a skin care product dispenser, automatic cleaner and disinfectant dispensing system with locking cabinet, one-speed whirlpool motor, four directional/flow adjustable jets, and removable side panels for complete access for maintenance.	\$15,343
WP6300A	<b>Advantage™ Whirlpool Bathing System (without reservoir)</b> - featuring Remedy® Ultra Violet Water Purification System, Level Glide™ Transfer System with weight scale, an anti-scald, temperature control water mixing valve, safety thermometer, a skin care product dispenser, automatic cleaner and disinfectant dispensing system with locking cabinet, one-speed whirlpool motor, four directional/flow adjustable jets, and removable side panels for complete access for maintenance.	\$16,747
WP6300B	<b>Advantage™ Whirlpool Bathing System (without reservoir)</b> - featuring Remedy® Ultra Violet Water Purification System, Level Glide™ Transfer System, an anti-scald, temperature control water mixing valve, safety thermometer, a skin care product dispenser, automatic cleaner and disinfectant dispensing system with locking cabinet, one-speed whirlpool motor, four directional/flow adjustable jets, and removable side panels for complete access for maintenance.	\$14,399

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<b>WP6300C</b>	<b>Advantage™ Whirlpool Bathing System (without reservoir)</b> - featuring Remedy® Ultra Violet Water Purification System, Lock-in Chair, an anti-scald, temperature control water mixing valve, safety thermometer, a skin care product dispenser, automatic cleaner and disinfectant dispensing system with locking cabinet, one-speed whirlpool motor, four directional/flow adjustable jets, and removable side panels for complete access for maintenance.	\$13,341
<b>WP6300D</b>	<b>Advantage™ Whirlpool Bathing System (without Remedy® and Reservoir)</b> featuring Level Glide™ Transfer System with weight scale, an anti-scald, temperature control water mixing valve, safety thermometer, a skin care product dispenser, automatic cleaner and disinfectant dispensing system with locking cabinet, one-speed whirlpool motor, four directional/flow adjustable jets, and removable side panels for complete access for maintenance.	\$15,166
<b>WP6300E</b>	<b>Advantage™ Whirlpool Bathing System (without Remedy® and Reservoir)</b> featuring Level Glide™ Transfer System, an anti-scald, temperature control water mixing valve, safety thermometer, a skin care product dispenser, automatic cleaner and disinfectant dispensing system with locking cabinet, one-speed whirlpool motor, four directional/flow adjustable jets, and removable side panels for complete access for maintenance.	\$12,818
<b>WP6300F</b>	<b>Advantage™ Whirlpool Bathing System (without Remedy® and Reservoir)</b> featuring Lock-in Chair, an anti-scald, temperature control water mixing valve, safety thermometer, a skin care product dispenser, automatic cleaner and disinfectant dispensing system with locking cabinet, one-speed whirlpool motor, four directional/flow adjustable jets, and removable side panels for complete access for maintenance.	\$11,760

**Advantage™ Air-Spa Bathing Systems**

<b>AS6000A</b>	<b>Advantage™ Air Spa Bathing System</b> - featuring a Rapid Fill Water Reservoir, Level Glide™ Transfer System with digital weight scale, anti-scald temperature control mixing valve, dual safety thermometers, a skin care product dispenser, automatic cleaner and disinfectant dispensing system with locking cabinet, air spa motor, six air jets, and removable side panels for complete access for maintenance.	\$17,510
<b>AS6000B</b>	<b>Advantage™ Air Spa Bathing System</b> - featuring a Rapid Fill Water Reservoir, Level Glide™ Transfer System, anti-scald temperature control mixing valve, dual safety thermometers, a skin care product dispenser, automatic cleaner and disinfectant dispensing system with locking cabinet, air spa motor, six air jets, and removable side panels for complete access for maintenance.	\$15,162
<b>AS6000C</b>	<b>Advantage™ Air Spa Bathing System</b> - featuring a Rapid Fill Water Reservoir, Lock-in Chair, anti-scald temperature control mixing valve, dual safety thermometers, a skin care product dispenser, automatic cleaner and disinfectant dispensing system with locking cabinet, air spa motor, six air jets, and removable side panels for complete access for maintenance.	\$14,334
<b>AS6300A</b>	<b>Advantage™ Air Spa Bathing System (without reservoir)</b> - featuring, Level Glide™ Transfer System with digital weight scale, an anti-scald temperature control mixing valve, safety thermometer, a skin care product dispenser, automatic cleaner and disinfectant dispensing system with locking cabinet, motor, six air jets, and removable side panels for complete access for maintenance.	\$14,157
<b>AS6300B</b>	<b>Advantage™ Air Spa Bathing System (without reservoir)</b> - featuring, Level Glide™ Transfer System, an anti-scald temperature control mixing valve, safety thermometer, a skin care product dispenser, automatic cleaner and disinfectant dispensing system with locking cabinet, motor, six air jets, and removable side panels for complete access for maintenance.	\$11,809

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<b>AS6300C</b>	<b>Advantage™ Air Spa Bathing System (without reservoir)</b> - featuring, Lock-in Chair, an anti-scald temperature control mixing valve, safety thermometer, a skin care product dispenser, automatic cleaner and disinfectant dispensing system with locking cabinet, motor, six air jets, and removable side panels for complete access for maintenance.	\$10,751
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**ADVANTAGE ACCESSORIES**

<b>600-048</b>	<b>Foot Care Platform</b> – spans the width of the tub and provides a comfortable rest for resident's feet- less bending over for the caregiver.	\$100
<b>600-051</b>	<b>Chair Pad</b> – soft, permanent memory pads. Simple to disinfect (two per box).	\$235
<b>SC</b>	<b>Standard Color Panels (see color chart for options)</b>	<i>No Charge</i>

**Essence™ Spa Side-Entry Bathing Systems**

<b>WP7101</b>	<b>Essence™ Spa Side Entry Bathing System</b> – featuring a side-entry powered door, Remedy® Ultraviolet (UV) infection control water purification system, 3 hydrotherapy whirlpool jets, integrated auto dispensing panel, Thermoscopic mixing valve (anti-scalding), auto cleaning and disinfecting system and convenient, front panel solutions compartment. Alcove configuration (see panel options below if other configurations are desired).	\$12,793
<b>WP7102</b>	<b>Essence™ Spa Side Entry Bathing System</b> – featuring side-entry powered door, 3 hydrotherapy whirlpool jets, Thermoscopic mixing valve (anti-scalding), integrated auto dispensing panel, automatic cleaning and disinfecting system, and convenient, front panel solutions compartment. Alcove configuration (see panel options below if other configurations are desired).	\$11,178

**ESSENCE ACCESSORIES**

<b>215-142</b>	<b>Long Back Panel</b>	\$300
<b>215-140</b>	<b>Short Side Panel- Right</b>	\$150
<b>215-141</b>	<b>Short Side Panel- Left</b>	\$150
<b>215-047</b>	<b>Six Inch Legs (raises bathing system to accommodate lifts)</b>	\$100

**Pacific Shower Bathing Trolley**

<b>PSBT-TBD</b>	<b>Pacific Shower Bathing Trolley</b> – featuring versatile functionality by converting from portable recumbent immersion bath to a portable shower stretcher, treatment table or changing table. Directionally locking hospital-grade castors ensure smooth transfers to and from bathing area, includes waterproof pillow, simple handheld controller adjusts height for both ergonomic caregiving and patient safety, operated with rechargeable 24V DC system, and can be used alongside the Apollo Advantage™ Bathing System for temperature control, rapid fill reservoir, shower wand and drain.	\$9,133
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**PACIFIC SHOWER BATHING TROLLEY ACCESSORIES**

<b>PSBT-TBD</b>	<b>Side Rail</b>	\$153
<b>PSBT-TBD</b>	<b>Wedge Pillow</b>	\$213

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**CREDIT CARDS ACCEPTED BY APOLLO CORPORATION**

Visa                      Mastercard                      Discover                      American Express

**RETURN GOODS POLICY**

- Any equipment to be returned must be in new condition and never used.
- Pre-authorization from Apollo Corporation and an Apollo Return Authorization (RA) # is required prior to any product(s) being returned.
- There may be a 25% restocking fee if the reason for the product being returned is not Apollo Corporation's error.
- The customer incurs the cost of shipping to and from their facility.
- Customer has a maximum of 45 days from the date of invoicing to inform Apollo Corporation of intent to return product(s).
- It is the customer's responsibility to ensure that the equipment being returned must be properly packaged as to prevent shipping damage on its return trip to Apollo Corporation.
- Customer should refuse shipment if they determine that there is freight damage or if the product looks irreparable, with a note made on the Bill of Lading at the time of delivery or as soon as damage is observed.
- Customer shall call Apollo Corporation to notify them of any damage, and if possible, send pictures of damaged packaging or product(s).

**WARRANTEE OVERVIEW\***

- Both the Advantage™ and Essence™ Bathing Systems offer a One Year Limited Warranty from the shipping date against defects in workmanship and materials.
  - ◆ Contact Apollo Corporation if the product does not function properly within one year of the date of shipment.
  - ◆ During the 1 year warranty period, the defective parts will either be repaired or replaced at the option of Apollo Corporation.
  - ◆ In the event of a replacement, the replacement part will continue the warranty of the original part or 90 days, whichever is longer.
  - ◆ The warrantee does not cover the labor or travel cost of replacing parts by the Factory, an Authorized Apollo Representative or other authorized personnel.
  - ◆ Apollo Corporation will not be responsible for any freight, shipping, dismantling, and reassembly or reinstallation charges.
  - ◆ The warranty is limited to defective materials and workmanship and does not cover normal wear and tear or damage caused by customer.
- The Advantage™ 6000/6300 Bathing Systems also offer an optional 5-Year Warranty Program beyond the standard one year period from the date of shipment.
  - ◆ The Extended Warrantee Agreement is contingent on the Customer's purchase of twelve cases of Apollo's bathing and cleansing products per year.
  - ◆ This extension requires a signed agreement (on the Advantage™ Official Warrantee Registration form) to the Extended Warrantee and its conditions within 45 days of shipment.

*\*For detailed, binding warrantee information, please see the documents: Form#F0162 Apollo Official Warranty Registration - Advantage™ and Form #F0163 Apollo Official Warranty Registration - Essence™ Spa – References B & C enclosed*