



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 5

List View

- General Information**
- Contact
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- Discount
- Document Information
- Clarification Request

Procurement Folder: 1304705	SO Doc Code: CRFQ
Procurement Type: Central Master Agreement	SO Dept: 0613
Vendor ID: 000000223421	SO Doc ID: VNF2400000004
Legal Name: SIZEWISE RENTALS LLC	Published Date: 10/13/23
Alias/DBA:	Close Date: 10/31/23
Total Bid: \$0.00	Close Time: 13:30
Response Date: 10/23/2023	Status: Closed
Response Time: 11:31	Solicitation Description: Long Term Care Beds
Responded By User ID: Derrick Grant	Total of Header Attachments: 5
First Name: Kerri	Total of All Attachments: 5
Last Name: Fuertges	
Email: kerri.fuertges@agilitihealth.co	
Phone: 8168410668	



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1304705  
**Solicitation Description:** Long Term Care Beds  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-10-31 13:30	SR 0613 ESR10232300000001948	1

**VENDOR**  
 000000223421  
 SIZEWISE RENTALS LLC

**Solicitation Number:** CRFQ 0613 VNF2400000004  
**Total Bid:** 0  
**Response Date:** 2023-10-23  
**Response Time:** 11:31:31  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Long Term Care Beds	0.00000	EA	3456.400000	0.00

Comm Code	Manufacturer	Specification	Model #
42191800			

**Commodity Line Comments:** Once PO is received we will be able to deliver within 60-90 day time frame.

**Extended Description:**

See attached Exhibit "A" Pricing Page to input pricing for bid, as instructed in the Solicitation Documents Specifications Section 5.2 Pricing Page. Long Term Care Beds for the WVNF



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Centralized Request for Quote**

<b>Proc Folder:</b> 1304705			<b>Reason for Modification:</b>
<b>Doc Description:</b> Long Term Care Beds			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-10-06	2023-10-24 13:30	CRFQ 0613 VNF2400000004	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :** Sizewise Rentals, An Agiliti Healthcare Company  
**Address :** 11095 Viking Dr., Suite 300  
**Street :**  
**City :** Eden Prairie  
**State :** MN **Country :** United States **Zip :** 55344  
**Principal Contact :** Jody R. Scoby  
**Vendor Contact Phone:** 515.273.1238 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

**All offers subject to all terms and conditions contained in this solicitation**

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division, is soliciting bids on behalf of the WV Veterans Nursing Facility, to establish an open-end contract for Long Term Care Beds per the attached specifications and documentation. See Attached.

**INVOICE TO****SHIP TO**

DIVISION OF VETERANS  
AFFAIRS  
1 FREEDOMS WAY

VETERAN'S NURSING  
FACILITY  
1 FREEDOMS WAY

CLARKSBURG WV  
US

CLARKSBURG WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Long Term Care Beds	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42191800			

**Extended Description:**

See attached Exhibit "A" Pricing Page to input pricing for bid, as instructed in the Solicitation Documents Specifications Section 5.2 Pricing Page.

Long Term Care Beds for the WVVNF

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Vendor Technical Questions Due By 11:00 am., est.	2023-10-11

	Document Phase	Document Description	Page
VNF240000004	Draft	Long Term Care Beds	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email:

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wvOASIS* at its sole discretion. Such a prohibition will be contained and communicated in the *wvOASIS* system resulting in the Vendor's inability to submit bids through *wvOASIS*. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wvOASIS* are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in *wvOASIS*. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time:

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women- owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wvOASIS* or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of \_\_\_\_\_  
\_\_\_\_\_. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

**One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Jody R. Scoby, Sr. Manager Government Contracts

(Name, Title)

(Printed Name and Title)

11095 Viking Dr., Suite 300, Eden Prairie, MN 55344

(Address)

515-273-1238      F: 816-841-1913

(Phone Number) / (Fax Number)

jody.scoby@agilitihealth.com

(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.*

Sizewise Rentals, An Agiliti Healthcare Company

(Company)

(Authorized Signature) (Representative Name, Title)

Jody R. Scoby, Sr. Manager Government Contracts

(Printed Name and Title of Authorized Representative)

23 October, 2023

(Date)

515.273.1238      F: 816.841.1913

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION CRFQ VNF24\*04  
Long Term Care Beds & Accessories

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Veterans Nursing Facility (Agency) to establish an open-end contract for providing Long Term Care Beds and Accessories.

The West Virginia Veterans Nursing Facility is a 120-bed Long-Term Care Facility for Veterans located at One Freedom Way, Clarksburg, WV 26301.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.

**2.1 “Contract Items”** means the list of items identified in Section 3 below and on the pricing pages.

**2.2 “Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

**2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Division of Administrative Services.

**2.4 “Long Term Care (LTC)”** is a range of physical and social services and supports provided to patients who require palliative care and assisted living for an extended period endeavoring to preserve the residents’ quality of life and health as much as possible. Long Term Care Beds are customizable, repositionable, come in different sizes and come with a wide range of accessories.

- 3. MANDATORY REQUIREMENTS:** Contract Items must meet or exceed the mandatory requirements listed below.

**3.1 Med-Mizer Allcare AC-N, or equal, Long Term Care Beds**

**3.1.1** LTC Beds must be manufactured in the USA.

**3.1.2** LTC Beds must be adjustable to no more than 3.7” off the floor at their lowest setting, not including mattress height.

**3.1.3** LTC Beds must be adjustable to no higher than 25” off the floor at their highest setting, not including mattress height.

**3.1.4** Sleep surface width of the LTC beds must be expandable and retractable from 35”, 39”, and 42”.

**REQUEST FOR QUOTATION CRFQ VNF24\*04**  
**Long Term Care Beds & Accessories**

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- 3.1.5** LTC Beds must have extra positioning to narrow the bed down to a maximum of 32” wide with the sidebars attached to allow passage through doorways less than 36” wide.
- 3.1.6** LTC Beds must be 80” in length, expandable to 84” with a 4” extender.
- 3.1.7** LTC Beds must be transformable into an upright Cardiac Chair-type position with the head raised and the legs lowered operational electronically by no more than two (2) push buttons and not require any tools.
- 3.1.8** LTC Beds must have Trendelenburg (legs above head), and Reverse-Trendelenburg (head above legs) position capability, operational electronically by no more than two (2) push buttons and not require any tools.
- 3.1.9** LTC Beds must have a maximum back angle of 64 degrees in the raised position and maximum knee adjustment angle of 37 degrees.
- 3.1.10** LTC Beds must have functionality of simultaneous up and down positioning to reduce shearing, friction, and patient migration/slippage, operational electronically by no more than two (2) push buttons and not require any tools.
- 3.1.11** The bed control box, aka motor, aka actuators, aka drive system, aka electronic package must have at least a five (5) year warranty.
- 3.1.12** LTC Beds must include and be operational electronically by a caregiver’s Control Panel, which must have the following:
  - 3.1.12.1** Must have a digital touch screen
  - 3.1.12.2** Must include digital scale readings
  - 3.1.12.3** Must have the ability to lock out individual functions of the handset
  - 3.1.12.4** Must be lockable
  - 3.1.12.5** Must be located on the footboard of the bed
  - 3.1.12.6** Must sit no further than 2” off the footboard to help prevent residents using wheelchairs or walkers from running into it
  - 3.1.12.7** Must be no bigger than 11” wide x 7” tall and no smaller than 10” wide x 5.5” tall
  - 3.1.12.8** Must have a swivel feature

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**Long Term Care Beds & Accessories**

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- 3.1.13** LTC Beds must include and be operational electronically by a pendant style handset for the residents' use. The handset must have a backlight and a minimum of five (5) functions and no more than eight (8) functions.
- 3.1.14** LTC Beds must have Cherry wood color Headboards and Footboards.
- 3.1.15** LTC Beds must have four (4) swivel casters to allow rolling at any height level. All four (4) casters must be lockable.
- 3.1.16** LTC Beds must have wall bumpers welded to the frame at the head section of the bed near the casters. Wall bumpers must have rubber caps and be at least 2.75" long x 1.5" wide and no more than 3" long x 1.75" wide.
- 3.1.17** LTC Beds must allow full access underneath the frame of the bed.
- 3.1.18** LTC Beds must be able to accommodate a safety/fall mat as described in Section 3.6 below.
- 3.1.19** LTC Beds must be trapeze lift compatible as described in Section 3.5 below.
- 3.1.20** LTC Beds must have a weight capacity of at least 600 pounds.
- 3.1.21** LTC Beds must have a built-in digital scale to weigh residents.
- 3.1.22** LTC Beds must include Two (2) Position Side Guards (set of 2).
- 3.1.23** LTC Beds must have a battery backup system with a minimum run-time of at least thirty (30) full cycles.
- 3.2 Med-Mizer Elite MM50084, or equal, Mattresses for Long Term Care Beds**
  - 3.2.1** Mattress for LTC beds must have multiple layers of pressure relieving memory foam infused with gel.
  - 3.2.2** Mattresses for LTC beds must provide enhanced breathability and heat management material to dissipate heat and minimize perspiration.
  - 3.2.3** Mattresses for LTC beds must provide a 30-degree heel slope section.
  - 3.2.4** Mattresses for LTC beds must have a weight capacity of at least 450 lbs.

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**Long Term Care Beds & Accessories**

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**3.2.5** Mattresses for LTC Beds must be available in the following sizes:

**3.2.5.1** 35" wide x 6" deep x 84" long

**3.2.5.2** 39" wide x 6" deep x 84" long

**3.2.5.3** 42" wide x 6" deep x 84" long

**3.2.5.4** 35" wide x 6" deep x 80" long

**3.2.5.5** 39" wide x 6" deep x 80" long

**3.2.5.6** 42" wide x 6" deep x 80" long

**3.2.6** Mattresses for LTC beds must measure at least 6" thick.

**3.2.7** Mattresses for LTC beds must include a mattress cover that is antimicrobial and hypoallergenic with welded seams to prevent fluid ingress.

**3.2.8** The mattress cover must be machine washable and machine dryable.

**3.2.9** Mattresses must meet all federal and state fire retardant rules and regulations for a WV Long-Term Care Facility.

**3.3 Med-Mizer Allcare EX8000-N, or equal, Bariatric Long Term Care Beds**

**3.3.1** Bariatric LTC Beds must have **all** the same specifications as the LTC Beds above in Section 3.1 above, except the following:

**3.3.2** The sleep surface width of the Bariatric LTC beds must be expandable and retractable from 35", 39", 42" and 48".

**3.3.3** Bariatric LTC Beds must include and be operational electronically by a pendant style handset for the residents' use. The handset must have a backlight and a minimum of six (6) functions and no more than eight (8) functions.

**3.3.4** Bariatric LTC Beds must have a weight capacity of at least 800 pounds.

**3.3.5** Section 3.1.5 does not apply to the Bariatric LTC Beds.

**3.4 Med-Mizer MM6004880, or equal, Bariatric Mattresses for Bariatric LTC Beds**

**3.4.1** Bariatric Mattresses for Bariatric LTC Beds must have **all** the same specifications as the Mattresses for LTC Beds above in Section 3.2, except the following:

**3.4.2** Bariatric Mattresses for Bariatric LTC Beds must have a weight capacity of at least 1000 pounds.

REQUEST FOR QUOTATION CRFQ VNF24\*04  
**Long Term Care Beds & Accessories**

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**3.4.3** Bariatric Mattresses for Bariatric LTC Beds must be available in the following sizes:

**3.4.3.1** 35" wide x 6" deep x 84" long

**3.4.3.2** 39" wide x 6" deep x 84" long

**3.4.3.3** 42" wide x 6" deep x 84" long

**3.4.3.4** 48" wide x 6" deep x 84" long

**3.4.3.5** 35" wide x 6" deep x 80" long

**3.4.3.6** 39" wide x 6" deep x 80" long

**3.4.3.7** 42" wide x 6" deep x 80" long

**3.4.3.8** 48" wide x 6" deep x 80" long

**3.5 Optional Trapeze Lifts, Med-mizer BATRAP, or equal**

3.5.1 Beds must have an optional Trapeze Lift that is compatible with the bed.

3.5.2 Must be attachable by at least two (2) bolts, at least one (1) at the head and one (1) at the foot section of the frame

3.5.3 Must have a weight capacity of at least 250 pounds

3.5.4 Must have an adjustable height grab handle

3.5.5 Must fit bed at any expandable width

**3.6 Optional Allcare Safety (Fall) Mat, Med-mizer ACSM-R2, or equal**

3.6.1 Size must equal 10" thick x 30" wide x 76" long to create an even plane when butted up next to the bed

3.6.2 Must be made of gel infused visco elastic memory foam.

3.6.3 Must be foldable (bi-fold)

3.6.4 Must include a replaceable cover

3.6.5 Must be anti-skid on the bottom of the cover

**3.7 Optional Replacement Cover for Fall Mat**

3.7.1 An optional replaceable cover must be available for purchase for the fall matts

3.7.2 Cover must fit the quoted fall mat snugly without any material overhang

3.7.3 Cover must include an anti-skid material covering at least 60% of the bottom of the matt to prevent it from sliding on the floor.

**3.8 Optional Mattress Bolster**

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**Long Term Care Beds & Accessories**

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3.8.1 Optional mattress bolsters must be available in the following sizes:

3.8.1.1 3” wide x 84” long x 6” thick

3.8.1.2 3” wide x 80” long x 6” thick

**3.9 Optional ambient lighting. Beds must have the option of ambient lighting with the following:**

3.9.1 Must be located on the underneath side of the bed and illuminate the floor next to the sides of the bed

3.9.2 Must be at least two (2), no more than three (3), LED lights

3.9.3 Must be operational electronically from the handset

3.9.4 Must provide between 10-20 lumens of light

3.9.5 Must have the option of USB charging attachable to the head section of the sleep deck on either side.

**3.10 Optional bed controls**

3.10.1 Beds must have the option of embedded bed controls in a head rail

3.10.2 Beds must have the option of embedded bed controls in an assist bar

**3.11 Optional Rails and Assist Bars**

3.11.1 Beds must have the option of a Side Rail Set, 2 position

3.11.2 Beds must have the option of a Side Rail Set, 2 position, Extended Height 19”.

3.11.3 Beds must have the option of a Pivoting Assist Bar Set, optional

3.11.4 Beds must have the option of a Pivoting Assist Bar with SoftTouch Set, optional.

**3.12 Handset, replacement**

3.12.1 Vendors must be able to supply replacement handsets that match exactly the handsets originally supplied with the bed.

3.12.2 The handset for LTC Bed must be a pendant style handset for the residents’ use. The handset must have a backlight and a minimum of five (5) functions and no more than eight (8) functions.

REQUEST FOR QUOTATION CRFQ VNF24\*04  
**Long Term Care Beds & Accessories**

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3.12.3 The handset for Bariatric LTC Beds must be a pendant style handset for the residents' use. The handset must have a backlight and a minimum of six (6) functions and no more than eight (8) functions.

**3.13 Cord, replacement**

3.13.1 Vendors must be able to supply replacement cords that match the specifications of the cord originally supplied with the bed.

3.13.2 Cord must be compatible with the bed.

**3.14 Casters, replacement**

3.14.1 Vendors must be able to supply replacement casters that match the specifications of the casters originally supplied with the bed.

3.14.2 Casters must swivel and be lockable.

**4. WARRANTY:**

4.1 Vendor must warrant that all products will be free from defects in materials and workmanship under normal use and that the equipment will perform in accordance with the equipment specifications for at least twelve (12) months from date of delivery.

4.2 All Beds must have, at a minimum, the following warranties:

4.2.1 Lifetime warranty on welds

4.2.2 Fifteen (15) years warranty on the bed frame

4.2.3 Five (5) years warranty on the motor/drive system

4.2.4 One (1) year warranty on the Control Unit, Handsets, Casters, wood products

4.3 All warranty repairs performed at the Agency must be between 8 a.m. and 4 p.m. Monday through Friday.

**5. CONTRACT AWARD:** This Contract will be awarded to the Vendor meeting the required specifications that provides the lowest Total Cost on the Pricing Pages.

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Items. The contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. Vendor must be able to meet the delivery requirements as outlined in the Specifications.

REQUEST FOR QUOTATION CRFQ VNF24\*04  
Long Term Care Beds & Accessories

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- 5.2 Pricing Page:** Vendor should complete the Pricing Pages by inserting the requested information in the appropriate location and performing the calculations necessary to arrive at a total cost. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain an estimated quantity of Contract Items. The estimates represent an amount that will be utilized for evaluation purposes only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding anything contained herein, the Purchasing Division may correct errors on the Pricing Pages. Vendors are **strongly encouraged** to complete the Pricing Pages electronically in Microsoft Excel to reduce errors. The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

**6. ORDERING:**

- 6.1** After award of this contract, Agency shall then issue Agency Delivery Orders (ADO) by regular mail, facsimile, email or any other written form of communication.
- 6.2** Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agency may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and items to conform to the Pricing Pages submitted with this RFQ. Vendor shall ensure that its on-line ordering is properly secured prior to processing Agency orders on-line.
- 6.3** Vendor is not permitted to provide any Contract Items not identified in an Agency Delivery Order.

**7. PAYMENT:**

- 7.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**8. DELIVERY AND RETURN:**

- 8.1 Shipment and Delivery:** Vendor **MUST** work with the Agency on shipment and delivery of all Contract Items ordered on or before April 1, 2024. The Agency can only accept small deliveries, estimated at 30 beds per month,

REQUEST FOR QUOTATION CRFQ VNF24\*04  
Long Term Care Beds & Accessories

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while adhering to the deadline of May 31, 2024, for completion of all deliveries.

8.2 Contract Item(s) must be delivered to Agency at One Freedom Way, Clarksburg, WV 26301.

8.3 Beds must arrive fully assembled. No assembly other than attachment of head/foot boards may occur at the Agency's location.

8.4 Vendor must have the capability to deliver a minimum of (30) thirty beds to the Agency in any given month **while adhering to the deadline of May 31, 2024, for completion of all deliveries of Contract Items ordered on or before April 1, 2024.**

8.5 **FOR ALL ORDERS PLACED BY THE AGENCY UP TO AND INCLUDING APRIL 1, 2024, VENDOR MUST ADHERE TO THE FOLLOWING:**

8.5.1 **ALL ORDERS FOR CONTRACT ITEMS ORDERED ON OR BEFORE APRIL 1, 2024, MUST BE DELIVERED NO LATER THAN MAY 31, 2024.**

8.5.2 **ALL INVOICES FOR DELIVERED CONTRACT ITEMS ORDERED ON OR BEFORE APRIL 1, 2024, MUST BE DELIVERED NO LATER THAN JUNE 10, 2024.**

8.6 **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Item will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Item from a third party.

Any Agency seeking to obtain the Contract Item from a third party under this provision must first obtain approval of the Purchasing Division.

8.7 **Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location. **No freight or fuel charges will be paid separately.**

8.8 **Return of Unacceptable Items:** If the Agency deems the Contract Item(s) to be unacceptable, the Contract Item(s) shall be returned to Vendor at Vendor's expense and with no restocking charge. The vendor shall make arrangements for the return within five (5) days of being notified that the item is unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery

REQUEST FOR QUOTATION CRFQ VNF24\*04  
**Long Term Care Beds & Accessories**

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expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive full credit or refund for the purchase price, at the Agency's discretion.

- 8.9 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**9. VENDOR DEFAULT:**

- 9.1** The following shall be considered a vendor default under this Contract.
- 9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
  - 9.1.2 Failure to comply with other specifications and requirements contained herein.
  - 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 9.1.4 Failure to remedy deficient performance upon request.
- 9.2** The following remedies shall be available to Agency upon default.
- 9.2.1 Immediate cancellation of the Contract.
  - 9.2.2 Immediate cancellation of one or more release orders issued under this Contract.
  - 9.2.3 Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

- 10.1 CONTRACT MANAGER:** Vendor must designate and maintain a primary manager responsible for overseeing Vendor's responsibilities under the contract. The manager must be available during normal business hours to address any customer service or other issues related to the contract and/or purchase orders.

REQUEST FOR QUOTATION CRFQ VNF24\*04  
**Long Term Care Beds & Accessories**

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Vendor Name Sizewise Rentals, An Agiliti Healthcare Company

Contract Manager Jody R. Scoby

Telephone Number 515.273.1238

Fax Number 816.841.1913

Email Address jody.scoby@agilitihealth.com

**EXHIBIT A  
PRICING PAGE  
LONG TERM CARE BEDS AND ACCESSORIES**

Item Number	Item Description	Manufacturer, Make, Model # (Vendor to list here)	Price Each	*Est. Qty	Extended Price
3.1	<b>Long Term Care bed</b>	99843202 Horizon 13.1	\$2684.50 -	120	\$ 322140.00 -
	Headboard and Footboard	Included	-	240	\$ -
	Control Panel	Included	-	120	\$ -
	4" Bed Extender	8400302	\$184.71 -	120	\$ 22165.20 -
	Battery Backup	8400020/8400021	\$587.19 -	120	\$ 70462.80 -
3.2	<b>Mattresses for LTC beds</b>				
	35" wide x 6" deep x 84" long	NP9 - 7770-N9G3584	\$741.81 -	120	\$ 89017.20 -
	39" wide x 6" deep x 84" long	NP12 - 7770-N2G3984	\$1680.50 -	120	\$ 201660.00 -
	42" wide x 6" deep x 84" long	NP12 - 7770-N2G4284	\$1850.00 -	120	\$ 222000.00 -
	35" wide x 6" deep x 80" long	NP9 - 7770-N9G3580	\$741.81 -	120	\$ 89017.20 -
	39" wide x 6" deep x 80" long	NP12 - 7770-N2G3980	\$1329.75 -	120	\$ 159570.00 -
	42" wide x 6" deep x 80" long	NP12 - 7770-N2G4280	\$1420.20 -	120	\$ 170424.00 -
3.3	<b>LTC Bariatric Bed</b>	99221001	\$5494.50 -	10	\$ 54945.00 -
	Headboard and Footboard	Included	-	20	\$ -
	Control Panel	N/A	-	10	\$ -
	4" Extender	N/A	-	10	\$ -
	Battery Backup	29050060/29060020	\$1574.00	10	\$ 15740.00 -
3.4	<b>Mattresses for LTC Bariatric beds</b>				
	35" wide x 6" deep x 84" long	NP9 - 7770-N9G3584	\$741.81 -	10	\$ 7418.10 -
	39" wide x 6" deep x 84" long	NP12 - 7770-N2G3984	\$1680.50 -	10	\$ 201660.00 -
	42" wide x 6" deep x 84" long	NP12 - 7770-N2G4284	\$1850.00 -	10	\$ 222000.00 -
	48" wide x 6" deep x 84" long	NP12 - 7770-N2G4884	\$1861.40 -	10	\$ 18614.00 -
	35" wide x 6" deep x 80" long	NP9 - 7770-N9G3580	\$741.81 -	10	\$ 7418.10 -
	39" wide x 6" deep x 80" long	NP12 - 7770-N2G3980	\$1329.75 -	10	\$ 13297.50 -
	42" wide x 6" deep x 80" long	NP12 - 7770-N2G4280	\$1420.20	10	\$ 14202.00 -
	48" wide x 6" deep x 80" long	NP12 - 7770-N2G4880	\$1510.65 -	10	\$ 15106.50 -
3.5	<b>Trapeze Lift</b>	8400500/8400510	\$407.61 -	25	\$ 10190.25 -
3.6	<b>Safety Mat</b>	27718020	\$306.53 -	50	\$ 15326.50 -
3.7	<b>Safety Mat replacement cover</b>	NA	-	10	\$ -
<b>Page 1 Subtotal:</b>					<b>\$1,942,374.35</b>

\* Quantities are Estimates only and not a guarantee of purchase.

\*\*Vendor must take into consideration freight and fuel charges will not be paid separately.

<b>VENDOR:</b>	
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**EXHIBIT A  
PRICING PAGE  
LONG TERM CARE BEDS**

Page 2 of 2

Item Number	Item Description	Manufacturer, Make, Model # (Vendor to list here)	Price Each	*Est. Qty	Extended Price
3.8	<b>Mattress Bolster</b>				
	3" wide x 6" deep x 80" long		\$200 -	10	\$ 2000.00 -
	3" wide x 6" deep x 84" long		\$200 -	10	\$ 2000.00 -
3.9	<b>Ambient lighting</b>	8400691 - under bed lighting	\$174.00 -	120	\$ 20880.00 -
3	<b>Embedded bed controls</b>				
	Embedded in head rail	NA	-	10	\$ -
	Embedded in assist bar	NA	-	10	\$ -
3.11	<b>Rails and Assist Bars</b>				
	Side Rail Set, 2 position	8400200	\$196.48 -	10	\$ 1964.80 -
	Side Rail Set, 2 position, Ext. Height	NA	-	10	\$ -
	Pivoting Assist Bar Set	840235	\$316.58 -	10	\$ 3165.80 -
	Pivoting Assist Bar with SoftTouch Set	840235	\$316.58 -	10	\$ 3165.80 -
3.12	<b>Handset replacement</b>	999-0914-305SP	\$197.50 -	20	\$ 3950.00 -
3.13	<b>Cord replacement</b>	8400001	\$137.70 -	10	\$ 1377.00 -
3.13	<b>Caster replacement, locking</b>	1338441/1337320/1337322	\$280.90 -	10	\$ 2809.00 -
<b>Page 2 Subtotal:</b>					\$ 41312.40
<b>Subtotal from Page 1 above:</b>					\$1,942,374.35
<b>GRAND TOTAL:</b>					\$1,983,686.75

\* Quantities are Estimates only and not a guarantee of purchase.

\*\*Vendor must take into consideration freight and fuel charges will not be paid separately.

<b>VENDOR:</b>	Sizewise Rentals, An Agiliti Healthcare Company	
<b>ADDRESS:</b>	11098 Viking Dr., Suite 300	
	Eden Prairie, MN 55344	
<b>PHONE:</b>	Office: 515.273.1238	Cell: 785.623.7944
<b>EMAIL:</b>	jody.scoby@agilitihealth.com	
<b>NAME:</b>	Jody R. Scoby	
<b>TITLE:</b>	Sr. Manager Government Contracts	
<b>SIGNATURE:</b>		Date: 23 October, 2023





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Hilb Group of New York, LLC dba Rampart Insurance Services 1055 RXR Plaza Uniondale NY 11556		<b>CONTACT NAME:</b> Adam Salem <b>PHONE (A/C, No, Ext):</b> (516) 538-7000 <b>E-MAIL ADDRESS:</b> asalem@rampartinsurance.com		<b>FAX (A/C, No):</b> (516) 390-3555	
<b>INSURED</b> Sizewise Rentals, LLC PO Box 320 Ellis KS 67637		<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
		<b>INSURER A:</b> Sompco America Insurance Company			11126
		<b>INSURER B:</b> Sompco America Fire & Marine Insurance Company			38997
		<b>INSURER C:</b> Endurance American Insurance Company			10641
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:** CL2353076750**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			LAM30020268601	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	JCDS1116Q0 / WCN41297T0	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Automobile Liability			LUM0007258602	06/01/2023	06/01/2024	Each Occurrence \$3,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF INSURANCE

**CERTIFICATE HOLDER****CANCELLATION**

EVIDENCE OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Horizon 13.1™

## Long-Term Care Bed Frame



Horizon 13.1™ is a long-term care bed frame with an expandable/retractable deck for accommodating most patient sizes. An adjustable wall saver protects walls from bed edges, and synchronized high-low keeps the bed level for positioning quietly and smoothly.

- Expandable/retractable deck width: 35" to 42"
- Adjustable wall saver to protect walls
- Synchronized high-low to keep bed level
- Easy-to-use 2-pedal caster locking system
- Optional trapeze kit

### Key Specs

#### BED

Low Position – Deck to Floor	7"
High Position – Deck to Floor	30"
Deck Width	35"-42"
Deck Length	76" or 80"
Safe Working Load	600 lb.

#### SIDERAILS

Premium Counter-Rotating Assist Device	Optional
Premium Rotating Assist Bar	Optional
Premium Fixed Assist Bar	Optional

#### HEAD/FOOTBOARDS

Shape	Square
Included	Yes

#### BED ANGLES

Trend	Standard
Reverse Trend	Standard
Chair	Standard

#### OPTIONS AND ACCESSORIES

Adjustable Length (84"-88")	Optional
Enhanced Embedded Staff Control	Optional
Embedded Staff Control	Optional
Pan Deck Kit	Optional
Trapeze Kit	Optional
USB Power Supply	Optional

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# Advantage™

Post-Acute Bed



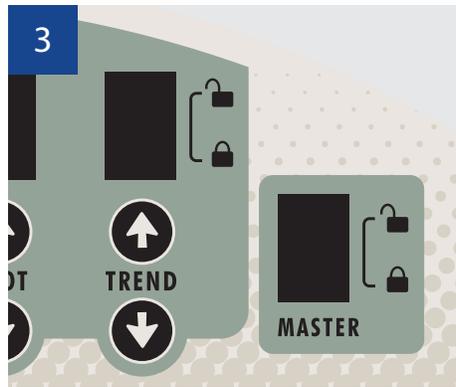
*Shown with optional expandable deck and NP12 support surface*

Advantage Bed promotes a safe, comfortable healing environment in Long-Term Care and other post-acute settings. Constructed with durable, heavy-duty steel, this fully electric bed has a safe working load of 850 lbs. Comes in two standard widths (39" and 48"), while Advantage Expandable™ transforms to 48" wide.

- *Fully electric bed includes Comfort Chair position*
- *Multi-function hand control and footboard lockout*
- *850 lbs. capacity*
- *Advantage Expandable adjusts to 48" wide*

size-wise.com 800-814-9389

  
**Size-wise®**  
Designed to heal



- 1 — Advantage Expandable™ adjusts from 39" to 48"
- 2 — Fully electric bed includes Comfort Chair position
- 3 — Footboard lockout controls

## Key Specs

### BED

Low Position – Deck to Floor	14"
High Position – Deck to Floor	27"
Deck Width	39", 48", or 39-48"
Deck Length	80"
Safe Working Load	850 lbs.

### SIDE RAILS

Head-end	Standard
Foot-end	Optional

### HEAD/FOOT BOARDS

Material	High-Impact Plastic
----------	---------------------

### BED ANGLES

Head Section	0-64°
Knee Section	0-54°
Foot Section	0-10°
Trend	11°
Reverse Trend	-11°

### OPTIONS AND ACCESSORIES

Footboard Controls	Standard
Hand Control (8-button)	Standard
Battery Backup	Optional
Cord Wrap	Optional
Expandable Deck (48"W)	Optional
Foley Bag Hooks	Optional
Foot-end Side Rails	Optional
IV Pole	Optional
O2 Holder	Optional
Trapeze	Optional

### MATTRESS OPTIONS

Numerous non-powered and low air loss therapeutic surfaces available.

# Envy® G Series™

Non-Powered Pressure Redistribution Mattress



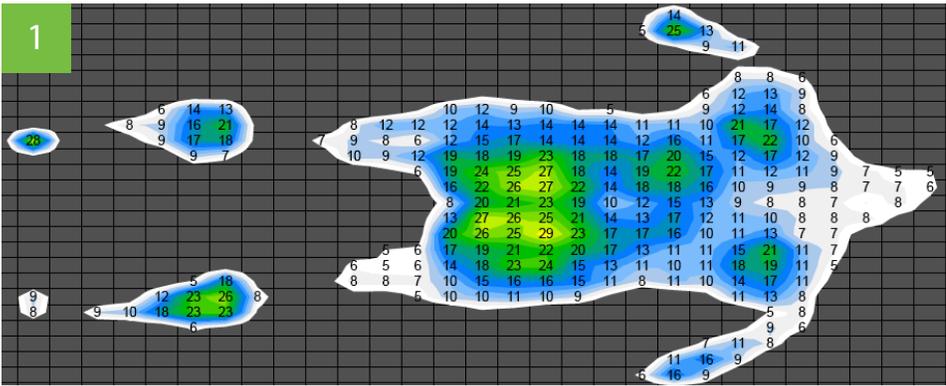
NP12™ shown with alternating pump.

Envy® G Series™ mattresses feature F3 Free™ construction, reducing harmful chemicals in the fabric, foam, and fire barrier. They conform readily to any surface, maximizing patient immersion while reducing shear. They are available with 9 or 12 independently conforming chambers for effective pressure redistribution and pressure injury prevention. G Series mattresses are recyclable at the end of their usable lives.

- F3 Free construction reduces harmful chemicals in the fabric, foam, and fire barrier
- Three unique zones deliver proper support and pressure redistribution
- Available as non-powered or with 1-in-2 alternation therapy
- 9 or 12 independently conforming chambers (NP9™ and NP12™)

sizewise.com 800-814-9389

  
**Sizewise®**  
Designed to heal



## Key Specs

### MATTRESS

Capacity .....500 lbs. / 1,000 lbs.  
 Width ..... 35", 39", 42", or 48"  
 Length .....80"-86"  
 Custom Sizes ..... Available

### FABRIC OPTIONS

Envy® 4-Way Stretch Top Cover .....Standard  
 Extreme Polycarb 4-Way Stretch Top ..... Optional  
 Non-Skid Polyurethane Bottom Cover .....Standard  
 Halogen-Free Fire Barrier.....Standard  
 MAP Liner™ ..... Optional

### FABRIC CHARACTERISTICS



4-Way  
Stretch



Durability



Green



1 — Pressure Mapping: 12-chamber mattress

2 — Hillrom™ TotalCare® and VersaCare® replacements available

3 — Available with 1-in-2 alternation therapy



A PRACTICE GREENHEALTH PROGRAM

Sizewise proudly supports Practice Greenhealth's Healthier Hospitals Safer Chemicals Challenge for Healthy Interiors. Our Envy products meet or exceed Healthier Hospitals goals of reducing patient and caregiver exposure to chemicals of concern.

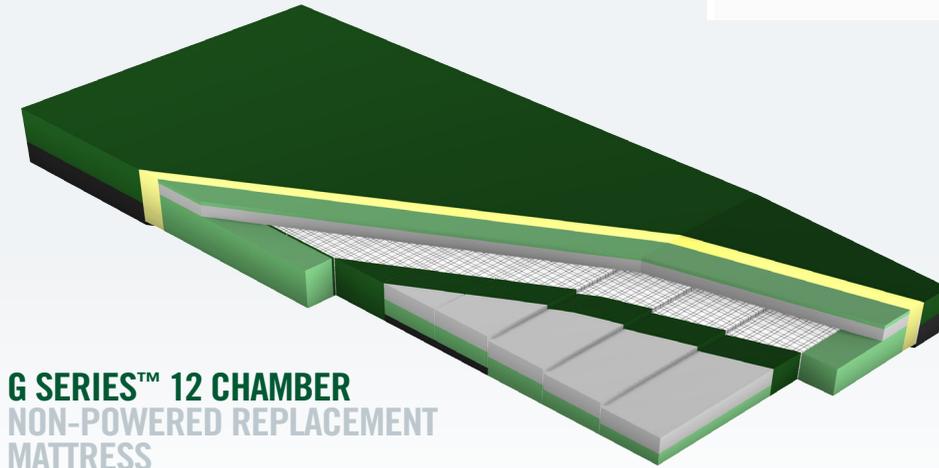
sizewise.com 800-814-9389



# SIZEWISE™ Non-Powered Technology: G Series 12™

INDUSTRY FIRST

● Pressure Ulcer Reduction Product



**G SERIES™ 12 CHAMBER  
NON-POWERED REPLACEMENT  
MATTRESS**

## FOR THE PREVENTION AND TREATMENT OF PRESSURE ULCERS

Sizewise Envy Line™ G Series™ is the industry's first non-powered mattress system featuring F3 Free™ construction that reduces chemicals of concern in the fabric, foam & fire barrier. The G Series offers multiple clinical modalities on one base product. Choose to treat patients on the non-powered pressure redistribution mode or with a control unit that delivers 1 in 2 alternating air therapy with the reliability of Sizewise air systems. This innovative technology consists of a unique design and materials that deliver optimal comfort and pressure redistribution. The mattress conforms readily to any surface maximizing the patient immersion while reducing shear. This product meets the Practice Greenhealth Environmental Specifications for Healthcare Support Surfaces.

## FEATURES

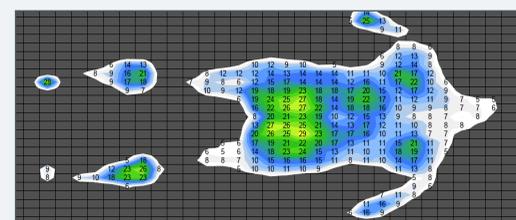
### STANDARD FEATURES

- Anti-Skid Bottom Cover
- Multi-Zoned Topper
- Reinforced Evacuation Handles
- Fits Any Medical Bed Frame
- Choice of Low Shear Nylon or 4-Way Stretch Top Cover
- High Density Foam Comfort Layer
- F3™ Free Construction
- Fire Barrier Meets CPSC 1633, BFDIX-11 & TB 129
- Greenbear Certified Materials

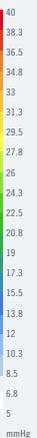
### OPTIONS AVAILABLE

- 89cm W x 203cm L x 18cm H | 226 kgs. Capacity
- 89cm W x 213cm L x 18cm H | 226 kgs. Capacity
- Hill-Rom VersaCare® Replacement
- Hill-Rom TotalCare® Replacement
- Standard, Bariatric & Custom Sizes Available
- Defined Perimeter with Ingress/Egress
- Sealed Seam for Ease of Infection Control
- Custom Graphic Printing Available
- APM Pump™ - Alternating Air Option Available

### PRESSURE MAPPING G SERIES 12 CHAMBER FEATURED



Date: 07.10.13 Gender: Male  
Height: 173 cm. Weight: 95 kgs.



### TOP COVER COLOR OPTIONS

- G Series 4-Way Stretch – Kelly Green
- G Series 4-Way Stretch – Royal Blue
- G Series Nylon – Navy Blue

**MADE  
IN THE USA**



created with  
recycled material  
& soy based ink

SW.10.16.13 | All specifications & equipment are subject to change without notice. Sizewise reserves the right to make improvements from time to time. Photos & drawings are representative of the products & may vary slightly from actual production models. Some items photographed may include optional equipment.



SIZEWISE

800.814.9389 | SIZEWISE.NET

**MODIFIED WARRANTY FOR THE  
 VA FEDERAL SUPPLY SCHEDULE  
 December 6, 2022**

**LIMITED WARRANTY.** As set forth in the Sizewise product documentation, user manual and specifications, or packaging inserts provided with the purchased product (collectively the “Product Documentation”), Sizewise warrants to the Buyer of each new Sizewise manufactured or Sizewise branded equipment or product (collectively referred to as “Product(s)”) that the Product will be free of defective material and workmanship for the period of time set forth in the Product Documentation (the “Warranty Period”) when the Product is used and serviced properly in accordance with the terms of the Product Documentation in effect at the time of sale of the Product. If there is no period of time specified in the Product Documentation, the Warranty Period shall be one (1) year from the date of acceptance by Buyer. If the Product is not rejected or accepted by Buyer within 10 days of delivery then the Product is deemed accepted on the 10<sup>th</sup> day following delivery. Any reference to “you” is as the Buyer. Parts repaired or replaced under the terms of this warranty will be warranted for the remainder of the original Warranty Period only. Any description of the Products is for identification purpose only and is not an express warranty. The only express warranties given by Sizewise for the Products are as set forth in the Product Documentation applicable to the purchased Product, the warranty set forth in FAR 52.212-4(o) and the final negotiated contract with the Veterans Federal Supply Schedule, and such are the exclusive warranties made by Sizewise and supersedes any prior, contrary or additional representations or warranties, whether oral or written.

Sizewise’s sole liability shall be discharged by replacing or repairing, at Sizewise’s option in coordination with the ordering activity, any Product or its part or parts which are determined by Sizewise to be defective during the Warranty Period under normal and proper use. Buyer shall notify Sizewise immediately upon the discovery of any alleged defect by contacting Sizewise Parts and Service at 1-800-814-9389 Monday through Friday 8am – 5pm local time. Buyer must include proof of purchase, the Product model and serial number (if applicable) and details of the alleged defect. If on-site technical service is required, as determined by Sizewise, a qualified service representative will be dispatched during Sizewise’s standard service hours Monday through Friday 8am – 5pm local time provided the Product is located within Sizewise’s service distribution territory. If Sizewise determines the problem with the Product or part is a result of defective material or workmanship, the Product or part will be replaced or repaired at the discretion of Sizewise, in coordination with end user, at no charge to the Buyer subject to the limitations and exclusions stated herein. At the election of Sizewise, replacement parts will be new; and Sizewise reserves the right to substitute materials if original materials are no longer available. If a Product or part should be returned to Sizewise, a return authorization number (RA#) must first be obtained by Buyer from Sizewise. The RA# will be valid for 21 days from the date it is issued. Buyer is responsible for any shipping, freight, handling, pickup or delivery charges or fees including without limitation any expediting fees involved with the delivery of the defective Products or parts to Sizewise’s factory for repair or replacement. If Sizewise determines the problem with the product or part(s) is a result of defective material or workmanship under warranty, the product or part will be replaced or repaired at the discretion of Sizewise, in coordination with end user, and at no charge and no shipping to return new or repaired item to the Buyer however subject to the limitations and exclusions of this Limited Product Warranty. If Sizewise determines the Product(s) that Buyer has requested warranty service on are not covered by the warranty either because it is outside of the Warranty Period or it is excluded from the warranty or the warranty is void, Buyer shall pay for the repair or replacement services, including parts and labor, performed by Sizewise at Sizewise’s prevailing time and material rates plus freight and delivery. If Buyer declines the repair or replacement service upon notice it is not covered under the warranty, Buyer shall reimburse Sizewise for all costs from investigating and responding to Buyer’s request. Any assistance provided by Sizewise outside the terms of Limited Product Warranty does not waive the limits of the Limited Product Warranty. Unless otherwise agreed to by Sizewise, the costs to Buyer shall be at Sizewise’s prevailing time and material rates plus freight and delivery. A written pre-estimate shall be provided to the end user outlining prevailing labor and material rates prior to commencement of assistance.

**EXTENDED WARRANTY. INTENTIONALLY DELETED.**

**EXCLUSIONS AND LIMITATIONS.** Sizewise’s Limited Product Warranty shall not apply to the below listed events, occurrences, actions and/or items. Sizewise shall have no obligation to make repairs, replace or correct any Products including any part or parts of the Products as the result of Sizewise’s determination of any of the following: (A) normal wear

and tear of the Products or any parts including without limitation normal discoloring, body impressions on mattresses or loss in some resiliency, if applicable to the purchased Product, (B) cosmetic items, and consumable items including without limitation casters, sheets, handsets and batteries, (C) exposure of the Product(s) or part(s) to accident acts of God, natural causes (such as natural disasters, fire, flood, wind, and/or water or power failures, or acts or threats of terrorism, both domestic and foreign), and whether foreseen or unforeseen, (D) damage or Product failure from causes external to the Products or any parts including without limitation power or electrical failure or surges, electrical wiring not in compliance with electrical codes or the specifications in the Product Documentation, (E) removal of or altering, tampering or defacing in any manner the serial number and/or tag on the Products, (F) failure to provide proof of purchase, (G) damage or malfunctions resulting from work performed by service providers not authorized by Sizewise, (H) **intentionally deleted**, (I) service calls relating to the installation of the Product(s) unless installed under a contract with Sizewise, (J) shipping, freight, handling, pick up and/or delivery charges or fees for a warranty claim involved with the delivery of the Products (for a warranty claim) and/or part or parts to Sizewise's factory for repair or replacement (If Sizewise determines the problem with the product or part(s) is a result of defective material or workmanship under warranty, the product or part will be replaced or repaired at the discretion of Sizewise, in coordination with end user, and at no charge and no shipping to return new or repaired item to the Buyer), (K) improper storage, transport, installation, maintenance, use, repair, failure to follow instructions and procedures in the Product Documentation, (L) misuse, negligence, loss, unauthorized modifications or abuse of the Products or any parts by Buyer, or Buyer's agents, employees, invitees, contractors or representatives, third party beneficiaries, end user, caregivers, patients, or any others that Buyer permits to use the Products, including without limitation: (i) exceeding any specified weight limitations listed in the Product Documentation including without limitation as applicable to the Product, the Safe Working Load, Maximum Patient Weight, and/or Maximum Load as those terms are defined in the Product Documentation and by applicable regulations, (ii) to the extent the Product specifies a minimum load/weight criteria including without limitation a Minimum Patient Weight in order for the Product to function properly, then any use not in compliance therewith, (iii) cleaning upholstery or fabrics with harsh chemicals, or bleach, outside the recommended cleaning guidelines, (iv) altering, tampering with, or modifying in any manner without the express written consent of Sizewise any part or parts and/or structural components or appurtenances of the Products, (v) use of such Product(s) or part(s) in a manner for which it is not designed or in any manner inconsistent with the information set forth in the Product Documentation including without limitation use with other devices, accessories, cables or ancillary products including without limitation inappropriate replacement parts and/or repairs for which it was not intended to be used with, (M) any labor costs incurred beyond the applicable labor Warranty Period stated in the Product Documentation, (N) damage caused by Buyer's failure to provide reasonable and necessary maintenance as outlined in the Product Documentation, (O) operations of the Product beyond its normal useful life, (P) **intentionally deleted**, and (Q) **intentionally deleted**.

**LIMITATION OF LIABILITY AND DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THE PRODUCT DOCUMENTATION, THE WARRANTY SET FORTH IN FAR 52.212-4 (O) AND (P) IN THE RESULTING CONTRACT, AND TO THE EXTENT NOT PROHIBITED BY LAW, SIZEWISE DISCLAIMS ANY AND ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED WARRANTIES.**

As set forth in the Product Documentation, to make a warranty claim contact Sizewise at 8601 Monrovia Street, Lenexa, KS 66215 or by phone at 800-814-9389 Monday-Friday 8am-5pm local time.

**MODIFIED  
DAMAGED GOODS AND RETURN POLICY  
FOR PURCHASED GOODS FOR  
VA FEDERAL SUPPLY SCHEDULE  
12.6.22**

Damaged or Lost Purchased Goods

Shipments should be inspected ***no later than within 10 business days*** upon receipt for damaged or lost goods. Buyer/You must note any damage or loss on the carrier's receipt (bill of lading) at the time of acceptance. You should make or request a copy of the noted receipt or bill of lading and forward it to Sizewise/Seller whenever possible. If items are perceived to be damaged or lost after the shipment has been accepted it becomes more difficult to prepare, file and pursue a claim with the carrier if the receipt does not indicate such damage or loss. Please notify Sizewise ***as soon as any loss or damage is discovered***. Please have as much information as you can about the particular damaged or lost items, such as model number(s), serial number(s), and a description of the damage (pictures would be helpful).

FAILURE TO FULLY AND ADEQUATELY INSPECT EACH SHIPMENT UPON ARRIVAL MAY IMPEDE OR RESTRICT THE CLAIMS PROCESS WITH THE APPLICABLE CARRIER. SIZEWISE WILL NOT BE RESPONSIBLE FOR ANY DELAY IN CUSTOMER'S REPORTING OF DAMAGED GOODS OR LOST SHIPMENTS.

Please do not, at any time, request the carrier to return the items or shipment to Sizewise without previous authorization from Sizewise for such a return.

Depending on the particular shipping arrangement for your order, the obligation to prepare, file and pursue any claim for any damage or loss may be yours. Please see the following scenarios to determine your responsibility for such claims:

Return of Purchased Goods

For purchased products, you may return unused, unpackaged, and undamaged items within 15 calendar days of delivery. After 15 calendar days from delivery, we reserve the right to refuse returned goods for any reason.

A return authorization number (RA #) is required before returning any product. Items returned without a RA number will be refused. RA numbers are available by calling 1-800-814-9389, or by email at [Sizewise-parts@sizewise.com](mailto:Sizewise-parts@sizewise.com), and should be recorded on the outside of the shipping box.

Returns do not include shipping/freight charges shown on the packaging slip or invoice. You are responsible for paying your own shipping costs for returning your item. Shipping costs are nonrefundable. If you receive a refund, the cost of return shipping will be deducted from your refund. All returns are subject to a 25% restocking fee, plus any additional costs resulting from damage. The aforementioned restock and shipping provision does not apply to a return of a product where such product is the wrong product, was not ordered by you and was shipped in error by Sizewise.

If your return is approved, we will initiate a refund in an agreed upon method.

All made-to-order / custom orders are non-refundable and non-returnable.

If you have rented goods from Sizewise refer to Sizewise's Rental Return Process for any questions about returning rented goods.