



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

**Request for Quotation**

RFQ NUMBER  
**WEH90033**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ROBERTA WAGNER**  
**304-558-0067**

RFQ COPY

TYPE NAME/ADDRESS HERE

Hill-Rom Company, Inc.  
 1069 State Route 46 E.  
 Batesville, IN 47006

RFQ COPY

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET  
 WELCH, WV  
 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
08/20/2008						
BID OPENING DATE: 09/18/2008		BID OPENING TIME: 01:30PM				
LINE	QUANTITY	UOM	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	33	EA		410-03	\$6,300.18	\$207,905.78
HILL-ROM VERSA CARE OR EQUAL.						
0002	28	EA		410-03	\$5,737.90	\$160,661.20
HILL-ROM CARE ASSIST EX BED OR EQUAL.						
0003	1	EA		410-03	\$12,478.08	\$12,478.08
HILL-ROM CARE AFFINITY IV OR EQUAL.						
0004	1	EA		410-03	\$0	\$0
FEE FOR DELIVERY, INSTALLATION, IN-SERVICE TRAINING						
(SEE ATTACHED SPECIFICATIONS.)						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVE 2008 SEP 15 A 11:21 RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON 1						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Nicholas A. Stabe</i>			TELEPHONE 800-445-3730		DATE 9/10/08	
TITLE Contract/Bid Manager			FERN 35-1538921		ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30
6. Payment may only be made after the delivery and acceptance of goods or services
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form
4. Unit prices shall prevail in cases of discrepancy
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualification:  
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,  
Charleston, WV 25305-0130



State of West Virginia  
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 Purchasing Division  
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 ROBERTA WAGNER  
 304-558-0067

BIDDING

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 1069 State Route 46 E.  
 Batesville, IN 47006

VENDOR

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL  
 454 MCDOWELL STREET  
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 24801 304-436-8710

DATE PRINTED 08/20/2008	TERMS OF SALE	SHIP VIA	FCR	FREIGHT TERMS
BID OPENING DATE: 09/18/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>INQUIRIES:                      WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 9/2/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO</p> <p>ROBERTA WAGNER                      DEPARTMENT OF ADMINISTRATION                      PURCHASING DIVISION                      2019 WASHINGTON STREET, EAST                      CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115                      E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Robert A. Wagner</i>	TELEPHONE 800-445-3730	DATE 9/10/08
TITLE Contract/Bid Manager	FEIN 35-1538921	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: <b>09/18/2008</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PARTICULAR BRAND OR VENDOR VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, SA-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2 5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Nicholas A. Peltz</i>	TELEPHONE 800-445-3730	DATE 9/10/08
TITLE Contract/Bid Manager	FEIN 35-1538921	ADDRESS CHANGES TO BE NOTED ABOVE

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08/20/2008				
BID OPENING DATE	BID OPENING TIME			
09/18/2008	01:30PM			

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Nicholas A. ...</i>	TELEPHONE 800-445-3730	DATE 9/10/08
TITLE Contract/Bid Manager	FBN 35-1538921	ADDRESS CHANGES TO BE NOTED ABOVE

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 WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET  
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DATE PRINTED: 08/20/2008	TERMS OF SALE:	SHIP VIA:	F.O.B.:	FREIGHT TERMS:		
BID OPENING DATE: 09/18/2008		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: Hill-Rom Company, Inc.</p> <p>DATE: 9/10/08</p> <p>SIGNED: <i>Michael A. Paha</i></p> <p>TITLE: Contract/Bid Manager</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE: <i>Michael A. Paha</i>		TELEPHONE: 800-445-3730		DATE: 9/10/08		
TITLE: Contract/Bid Manager		FEBN: 35-1538921		ADDRESS CHANGES TO BE NOTED ABOVE		

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<p>ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B" (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION                  PURCHASING DIVISION                  BUILDING 15                  2019 WASHINGTON STREET, EAST                  CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO. :-----WEH90033-----</p> <p>BID OPENING DATE:-----9/18/2008-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:                  812-934-8189</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Nicholas A. Polhe</i>	TELEPHONE 800-445-3730	DATE 9/10/08
TITLE Contract/Bid Manager	FAX 35-1538921	ADDRESS CHANGES TO BE NOTED ABOVE

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 WELCH COMMUNITY HOSPITAL  
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BID OPENING DATE: <b>09/18/2008</b>		BID OPENING TIME <b>01:30PM</b>							
LINE	QUANTITY	LOT	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT			
CONTACT PERSON (PLEASE PRINT CLEARLY): Nicholas A. Rahe									
***** THIS IS THE END OF RFQ WEH90033 ***** TOTAL: <u>\$381,045.06</u>									
SEE REVERSE SIDE FOR TERMS AND CONDITIONS									
SIGNATURE <i>Nicholas A. Rahe</i>				TELEPHONE <b>800-445-3730</b>		DATE <b>9/10/08</b>			
TITLE <b>Contract/Bid Manager</b>			FAX <b>35-1538921</b>			ADDRESS CHANGES TO BE NOTED ABOVE			

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**REQUEST FOR QUOTATION**  
**STATE OF WEST VIRGINIA**  
**Department of Health and Human Resources**  
**Welch Community Hospital**  
**RFQ #WEH90033**

**GENERAL INFORMATION**

**Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital, "Agency" is seeking monetary quotations for:

- 1 ) Thirty-three (33) Medical/Surgical - 30 beds, ICU - 3 beds.
- 2 ) Twenty-eight (28) Long Term Care - 23 beds, OB - 5 beds
- 3 ) One (1) O B Birthing Bed

This quotation is to include all charges including shipping and handling for delivery of materials to Welch Community Hospital

**Project:**

The mission or purpose of this project is to obtain hospital beds for Welch Community Hospital; 33 beds for the Medical/Surgical/ICU, 28 beds for the Long Term Care Unit and OB, and 1 Obstetrical Birthing Bed for Welch Community Hospital

**OPERATING ENVIRONMENT**

**Location**

Agency is located at Welch Community Hospital, 454 McDowell Street, Welch WV 24801

**Background:**

Welch Community Hospital is a 124 bed hospital, 59 of which are Long Term care beds. Acute care beds include: 8 Intensive care beds; 2 pediatric beds; 10 obstetrical beds and 45 medical/surgical beds. The hospital serves the counties of McDowell, Wyoming and Mingo with a total market population of about 83,000

The following numbers represent the typical utilization encountered by the outpatient service area of Welch Community Hospital for the 2007 fiscal year:

Emergency Room Patients - 10,441  
Observation Visits - 542  
Clinic Patients - 25,524  
Surgeries - 343  
Deliveries - 78  
Laboratory Tests - 771,015

WEH - Service Support/Radiology Equipment

Radiology – 15,063  
CAT Scans – 2,529  
Ultrasound – 1,869  
Mammography – 633  
Respiratory Tests – 21,402  
Electrocardiograms – 4,231  
Admissions – 974  
    Long Term Card ADC (48 Patients per day) – 94%  
    Overall ADC (60 Patients per day) – 66%  
Total Patient Days (17,514 Long Term Care and 4,496 Acute Care Days) – 22010

Outpatient Services Provided Are:

Primary Care and Family Practice in a Certified Rural Health Setting  
Pediatric Clinic  
Newborn Care  
Internal Medicine  
Surgery  
Emergency Room Services  
Radiology Services Including:  
    Diagnostic  
    CAT Scan  
    Ultrasound  
    Mammography  
    MRI  
    EKG, Cardiac Doppler Studies, Stress Testing and Respiratory Therapy Services  
    Laboratory Services

**PROCUREMENT SPECIFICATIONS**

**Specifications:**

- 1.) **Hill-Rom Versa Care or Equal.**  
Quantity 33
  - A) Bed must have a battery backup system. In the event of a power failure, all bed articulations must have the ability to be operated by activating the battery button and pressing the desired function.
  - B) CPR must be manual, pull and hold operation. The bed should utilize a one-action dampened release. By pulling and holding the handle, the bed instantly overrides electrical systems and automatically places the bed in a flat position.
  - C) CPR handle must be located between the head and foot side-rails.
  - D) Bed must be able to obtain chair position without having to use Trend/Rev Trend, thus raising the height of the bed.
  - E) Bed must be equipped with electric Trendelenburg and Reverse Trendelenburg positioning system.

WEH – Service Support/Radiology Equipment

- F.) Line-of site head elevation gauge must be located at side of bed and be functional at all times. A head-leveling gauge should be located within the caregiver's line of site. This gauge shows the degrees of inclination and indicates when the head of the bed is in a level position.
- G.) Bed must be equipped with an indicator light to notify the caregiver when the bed is not in the lowest position.
- H.) The bed's nurse call must be equipped with a super capacitor, allowing a call to be placed when AC power is interrupted and the nurse call power back up recharges when bed is plugged in.
- I.) Bed must offer a patient egress point between the foot rail and footboard when all four side rails are up.
- J.) Bed must have positive grip handles in both head and footboards to assist in transport.
- K.) The bed's headboard must stay stationary and not raise or lower during the high/low travel of the bed.
- L.) The bed shall be designed to receive a pendant control that can be placed in the inside and outside of the foot end rails.
- M.) The bed must be capable of accepting embedded side rail communications including nurse call, entertainment controls (radio/TV/volume) and lighting controls.
- N.) Vendor will provide bed units from manufacturers who have no less than 10 years experience with placing side rail communications within the bed frame.
- O.) Night Light shall have an on/off switch and must be located under both sides of the bed.
- P.) Brake and steer pedals must be located on all four corners.
- Q.) Side rails must be a drop down, one-handed release.
- R.) In brake mode, all four casters must lock when the braking mechanism is activated and prevent the casters from rolling and/or turning sideways to ensure positive locking of the bed.
- S.) The bed shall be equipped with a built in scale (up to 550 lbs) to permit accurate weighting to within +/- 1% of the patient's weight, even when the head or foot is elevated.
- T.) The bed's electronics will be isolated from the frame requiring no drag chain. The isolated frame should withstand defibrillation without a drag chain.
- U.) The bed will feature LED indicator lights for indication of brake status, bed not down, bed power, bed not grounded, and bed exit alarm.
- V.) The bed shall provide a platform for current and future upgrades or modules including communications systems and bed information systems.
- W.) The bed must provide a perimeter based light beam activated Obstruction Detection System. The obstruction detection system should allow the bed to reverse its downward motion when the light beam is broken. Head and foot drive shaft must be able to disengage when powered down movement is obstructed.
- X.) The bed must offer a button-controlled ability to retract or extend the footboard a minimum of 12".
- Y.) The bed must offer optional bed exit system with the ability to adjust at the bed side, the following:

WEH – Service Support/Radiology Equipment

## 1. 3 modes of monitoring

## 2. 3 levels of volume

- Z.) The bed exit system must be able to be set from both sides of the bed
- AA.) The bed must have lock out controls for certain functions. For patient safety, the facility must have the ability to lock out knee, head and bed up/down functions with an easy, accessible control
- BB.) Auto contour must be on the patient controls only. No auto contour feature on the caregiver controls
- CC.) The bed must have the ability to activate low chair position by the touch of one button. The bed must possess the ability to deactivate low chair position by the touch of one button.
- DD.) The bed must offer circuit boards with color-coded cables for easy replacement.
- EE.) Bed must not contain any nursing controls in the footboard.
- FF.) Bed must have plastic head and footboards and must be a seamless one-piece design
- GG.) Bed must be able to obtain a low height measurement of 18" from floor to the top of an 8" mattress.
- HH.) Mattress must be secured to frame to prevent sliding. The patient must have an egress point even when all four side rails are in the up position. Footboard and foot rails must also have integrated patient grip handles to assist the patient during egress/ingress.
- II.) The bed must be equipped with 8" sleep surface options for both pressure reduction and pressure relief. The bed will be equipped with a pressure reduction mattress that is an all foam, modular, layered mattress designed to reduce pressure. A treatment surface should provide an "air-cushioned" primary surface with an air cushion foot surface
- JJ.) The bed's treatment surface must be equipped with a heel suspension mode that permits additional pressure relief to the heel section

2.) **Hill-Rom Care Assist EX Bed or equal**  
Quantity 28

- A.) Bed must have an integrated battery backup system. In the event of a power failure, all nursing and patient controls may be operated by using battery backup
- B.) CPR must be manual, pull and dampened operation. The bed must utilize a one-action dampened release, by pulling the handle, the bed instantly overrides electrical systems and automatically places the bed in a flat position
- C.) Bed must be equipped with electric Trendelenburg and Reverse Trendelenburg positioning system
- D.) Line-of site head elevation gauge must be located at side of bed and be functional at all times. A head-leveling gauge should be located within the caregiver's line of site. This gauge shows the degrees of inclination and indicates when the head of the bed is in a level position. This gauge shows the degrees of inclination and indicates when the head of the bed is in a level position
- E.) Bed must be equipped with an indicator light to notify the caregiver when the bed is not in the lowest position.

- F.) The bed's nurse call must be equipped with a super capacitor, allowing a call to be placed when AC power is interrupted and the nurse call power back up recharges when bed is plugged in
- G.) Bed must offer a patient egress point between the foot rail and footboard when all four side rails are up.
- H.) Bed must have positive grip handles in both head and footboards to assist in transport.
- I.) Patient controls must be located on pendant offering easy bed control accessibility to patient in any position
- J.) The bed must be capable of accepting embedded side rail communications including nurse call, entertainment controls (radio/TV/volume) and lighting controls.
- K.) Vendor will provide bed units from manufacturers who have no less than 10 years experience with placing side rail communications within the bed frame.
- L.) In brake mode, all four casters must lock when the braking mechanism is activated and prevent the caster from rolling and/or turning sideways to ensure positive locking of the bed.
- M.) Brakes must come standard with an audible brake not set alarm
- N.) In steer mode, one caster must lock parallel to the bed for positive tracking
- O.) Headboard of bed must be stationary during high/low travel to protect equipment and medical head walls.
- P.) Motors shall be covered by steel dust covers.
- Q.) Bed electronics must be protected from electro-static discharge without use of a drag chain.
- R.) Bust must offer Shearless pivot where the head section moves away from the seat section when the head is raised to help minimize sliding towards the foot end of the bed for the patient
- S.) The bed must have the ability to achieve Dining Chair position by the touch of one button. The bed must possess the ability to deactivate Dining Chair position by the touch of one button.
- I.) Side rails must be a one-handed release and drop straight out away from the patient
- U.) All nursing controls must be located on the head end side rail.
- V.) Bed must come standard with a built in bed extender
- W.) Bed must come standard with electric head, knee, and foot articulation to eliminate need for nurse to move the frame positions manually
- X.) The bed shall be equipped with a built in scale (up to 550 lbs) to permit accurate weighting to within +/- 1% of the patient's weight, even when the head or foot is elevated.

3.) **Hill-Rom Affinity IV or equal.**  
Quantity 1

- A.) The bed must offer a battery backup system as a standard feature. In the event of an emergency situation, bed articulations such as hi-low, foot, head motors and nurse call must have the ability to be operated by activating the battery button and pressing the desire function.

WEH - Service Support/Radiology Equipment

- B) In the event of an emergency situation The bed must utilize a one-action dampened release By pulling and holding the handle, the bed automatically places the bed in an instant head down and in a flat position
- C) The bed must function as the head section is lowered, the seat section gradually tilts up from 0 degrees to 15 degrees.
- D) Upper Mattress must have V-Cut design to allow for better perineum access.
- E) The bed must offer DC motors for a quiet patient environment and durable maintainability
- F) The bed must offer a one step function to securely lock all 4 brakes
- G) The bed must have the capability to go into trend-like positioning from any bed height One lever, gas assisted feature for up to 8 degree positioning.
- J) The bed must have the easy one step, release latch
- K) The bed must offer a one step function to position supports in any direction Each support can be independently positioned.
- L) For caregiver safety, the bed must offer the choice to stow the foot section under the bed or offer a light weight foot section to be placed near the bed during procedures.

4.) **Cost Evaluation:**

Award will be based on the overall lowest Grand Total

It is preferred that each responder use the Cost Proposal Sheet provided.

5.) **Delivery, Installation, and In-service Training**

- A.) Delivery shall be within ninety (90) days after receipt of the approved purchase order. Vendor must furnish, deliver, setup and install the hospital beds and provide instructional training on the equipment usage and features.
- B.) Within fifteen (15) days of the vendor's receipt of the approved purchase order, the selected vendor must contact the Director of Nursing at Welch Community Hospital for coordination of vendor's delivery, installation and healthcare providers' in-service training
- C.) Vendor will be responsible for the removal and disposal of delivery material and/or packing debris
- D.) Vendor will make available, to healthcare provider, in-service training for each specific bed type upon delivery.

6.) **Payment**

The Vendor shall submit invoices, in arrears, to the Facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract Payment will be made in arrears, upon completion of delivery, installation and in-service training State law forbids payment of invoices prior to receipt of goods or services.

**Cost Sheet**

<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>Price Each Unit</b>	<b>Total Quantity Price</b>
1.)	Medical/Surgical/ICU Hill-Rom Versa Care or Equal	33	\$ <u>6,300.18</u>	\$ <u>207,902.78</u>
2.)	Long Term Care Hill-Rom Care Assist EX Bed or equal	28	\$ <u>5,737.90</u>	\$ <u>160,661.20</u>
3.)	Obstetrical Birthing Bed Hill-Rom Affinity IV or equal	1	\$ <u>12,478.08</u>	\$ <u>12,478.08</u>
4.)	Delivery Fee/Installation Fee/In-service Training		\$ <u>0</u>	\$ <u>0</u>
<b>Grand Total</b>				\$ <u>381,045.06</u>

Award will be made to vendor based on lowest **grand total** amount

RFQ No WEH90033STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code §5A-3-10a* provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

*West Virginia Code §21-1D-5* provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: Hill-Rom Company, Inc.Authorized Signature: Nicholas A. ReheDate: 9/10/08





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

**Request for  
 Quotation**

RFQ NUMBER:  
 WEH90033

PAGE:  
 1

ADDRESS CORRESPONDENCE TO (ARTICLE NUMBER):  
 ROBERTA WAGNER  
 304-558-0067

**RFQ COPY**

TYPE NAME/ADDRESS HERE

Hill-Rom Company, Inc.  
 1069 State Route 46 E.  
 Batesville, IN 47006

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET  
 WELCH, WV  
 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP/VR	FOB	FREIGHT TERMS
09/03/2008				

BID OPENING DATE: 09/18/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOF	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1 1. QUESTIONS AND ANSWERS ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10  REQUISITION NO. : WEH90033  ADDENDUM ACKNOWLEDGEMENT  I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.  ADDENDUM NO. S: NO. 1 ...X... NO. 2 ..... NO. 3 ..... NO. 4 ..... NO. 5 .....  I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.  VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert A. Palmer</i>	TELEPHONE 800-445-3730	DATE 9/10/08
TITLE Contract/Bid Manager	FEIN 35-1538921	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30
6. Payment may only be made after the delivery and acceptance of goods or services
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications:  
Department of Administration, Purchasing Division, 2019 Washington Street East, P O. Box 50130,  
Charleston, WV 25305-0130



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

**Request for  
 Quotation**

RFQ NUMBER  
 WEH90033

PAGE  
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Hill-Rom Company, Inc.  
 1069 State Route 46 E.  
 Batesville, IN 47006

VENDOR

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL  
 454 MCDOWELL STREET  
 WELCH, WV  
 24801 304-436-8710

DATE PRINTED 09/03/2008	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 09/18/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AND ANY STATE PERSONNEL IS NOT BINDING ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"><i>Michael A. Polase</i>                      .....                      SIGNATURE</p> <p style="text-align: center;">Hill-Rom Company, Inc. ....                      COMPANY</p> <p style="text-align: center;">9/10/08 .....                      DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael A. Polase</i>	TELEPHONE 800-445-3730	DATE 9/10/08
TITLE Contract/Bid Manager	FEIN 35-1538921	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Welch Community Hospital  
WEH90033  
Addendum #1

Q-1) Please let me know if you are taking refurbished beds on this bid.

A-1) **No. Vendor is to supply the facility with new beds.**



# Proposal

Attn: ACCOUNTS PAYABLE WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801	Customer #: 626538  Fax Number:  Phone:	Expiration Date: 11/08/2008  Submitted Date: 09/08/2008  Proposal #: SP 5052912
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Line	Qty	Product No.	Product Description	Unit Price	Extended Price
1 000	33 00	VERSACARE	VERSACARE VersaCare Package VC255 Features Include: In Bed-Scale Displays Kilograms and Pounds Patient Helper Adapter-Headend 5" Casters Nurse Call Universal TV & Lighting & Composer Online Patient Position Monitor 120 Volt Power Supply English Language Decals Light Neutral End Panels VIP Panel Finish Foam Surface	\$6 300 18	\$207 905 78
1 001	33 00	P3200G000019	VERSACARE FRAME		
1 002	33 00	P2217	IV POLE		
1 003	33 00	P100A7	NP100 86.5X35.5X7 VC		
1 004	33 00	P3207C01	PENDANT WITH NEL		
1 005	33 00	SIDECOM	SIDECOM CABLE		
1 006	33 00	P844F01	TRAPEZE SUPPORT BRKT,UNIVERSAL		
2 000	28 00	CAREASSISTES	CAREASSIST ES BED SYSTEM CareAssist ES Bed System ES255 Package Features Include: 120 Volt Power Supply with Battery Backup Night Light Patient Position Monitor , Nurse Call, Universal TV and Lighting Light Neutral End Panels VIP Stain In-Bed Scale Pod on Both Sides Patient Helper Adapter-Headend Shearless SE Mattress	5 737 90	160,661 20
2 001	28 00	P1170E0000040	CAREASSIST ES155/255/455 NUL		
2 002	28 00	P2217	IV POLE		
2 003	28 00	P100A8	NP100 80X35 5X6 CA		
2 004	28 00	SIDECOM	SIDECOM CABLE		
2 005	28 00	P1172	HEAD AND FOOTBOARD KIT		
2 006	28 00	P1180C01	PATIENT HELPER ADAPTOR		
3 000	1 00	AFFINITY4	AFFINITY BIRTHING BED Affinity Bed System Package AF450	12 478 08	12 478 08

<p align="center"><b>Terms / Conditions</b></p> <p>Shipping Terms: FOB Destination</p> <p>This pricing information is proprietary and confidential and must not be disclosed to any person, firm or entity without first obtaining written permission of Hill-Rom. Pricing has been quoted for the quantities and terms as shown on this proposal. Any changes to the specified terms or order quantities, may affect pricing. Standard Hill-Rom payment terms are Net 30 days. Pricing does not include applicable taxes</p>	<p align="center"><b>For Questions / Correspondence Please Contact:</b></p> <p>Hill-Rom Customer Service 1069 State Route 46 East Batesville IN 47006 Phone: 800-445-3730 TeleFax: 812-934-8189 Architectural Products: 812-931-2264 Email: us.customerservice@hill-rom.com</p>
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# Proposal

Attn: ACCOUNTS PAYABLE WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801	Customer #: 626538  Fax Number:  Phone:	Expiration Date: 11/08/2008  Submitted Date: 09/08/2008  Proposal #: SP 5052912
---	---	---

Line	Qty	Product No.	Product Description	Unit Price	Extended Price
			Features Include: English labels Calf Support North American Power Cord 110 Volts V Seat Cut Removable Lift-Off Foot Section Contemporary Headboard Stain: Undecided Laminate: Not Applicable NC,Lighting,Unv TV, AFFINITY 4 BED FRAME		
3 001	1 00	P3700B000016			
3 002	1 00	P2217	IV POLE		
3 003	3 00	P7834	DRAPES - CARDINAL HEALTH 8486		
3 004	1 00	P3610FB01	AFFINITY V-CUT MATTRESS HEAD		
3.005	1 00	P3610FB03	AFFINITY V CUT FT 3 5INCH		
3.006	1 00	HDFT	HEAD OR FOOT PANEL		
3 007	1 00	SIDECOM	SIDECOM CABLE		

Account Representative: JEFFREY P HANNAN Total Order **\$381,045.06**

<p align="center"><b>Terms / Conditions</b></p> <p>Shipping Terms: FOB Destination</p> <p>This pricing information is proprietary and confidential and must not be disclosed to any person, firm or entity without first obtaining written permission of Hill-Rom. Pricing has been quoted for the quantities and terms as shown on this proposal. Any changes to the specified terms or order quantities, may affect pricing. Standard Hill-Rom payment terms are Net 30 days Pricing does not include applicable taxes</p>	<p align="center"><b>For Questions / Correspondence Please Contact:</b></p> <p>Hill-Rom Customer Service 1069 State Route 46 East Batesville IN 47006 Phone: 800-445-3730 TeleFax: 812-934-8189 Architectural Products: 812-931-2264 Email: us.customerservice@hill-rom.com</p>
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# TERMS AND CONDITIONS

**Prices:** Prices on this document are firm until price protection date, as noted on the proposal. If delivery is requested after the price protection date, the price in effect at the time of the requested delivery will apply. Applicable taxes will be calculated and billed at the time of shipment and invoicing.

**Cancellation:** This contract when signed is an agreement of performance by both parties. In the event either party requests a termination of the contract, the other party must agree.

**Payment Terms:** Net 30 days: Interest at the rate of 1.5% per month shall be payable on the unpaid balance thereafter, unless otherwise stated herein.

**Installation:** Unless otherwise agreed in writing, Purchaser shall perform any installation of products sold hereunder at Purchaser's expense. Hill-Rom (or "Company") agrees to furnish appropriate instructions and information to assist with the installation and/or first operation of the products.

**Limited Warranty:** For specific warranty information on Hill-Rom products and parts, please see owner's manual or review manuals on line at our website, [www.hill-rom.com](http://www.hill-rom.com). COMPANY'S OBLIGATION UNDER THIS WARRANTY SHALL NOT INCLUDE ANY LIABILITY FOR DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DELAYS. NO EMPLOYEE OR REPRESENTATIVE OF COMPANY IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY. EXCEPT FOR THIS LIMITED WARRANTY, HILL-ROM MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES. HILL-ROM SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

**Product Interface:** Customer shall be responsible for ensuring to Customer's satisfaction that any equipment and accessories not supplied by Hill-Rom that are used with Hill-Rom Products properly interface or operate with Hill-Rom Products. Hill-Rom shall not be liable to Customer or any third person for personal injury or property damage arising from the use of third party equipment and accessories with Hill-Rom Products.

**Limitation of Liability:** Company shall not be liable for loss or damages due to delay in manufacture or shipment resulting from any cause beyond the Company's control. Delays resulting from any such cause shall extend shipment date correspondingly. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT IS BETWEEN PURCHASER AND COMPANY. Purchaser must make claims for shortages or errors within a reasonable time after receipt of the products. Company reserves the right to use remanufactured or used components that meet new component specifications and are warranted as new.

**Security Interest, Default and Insurance:** Company shall retain a security interest in the products until Company has received full payment including taxes. Purchaser agrees to sign and delivery to Company any additional documents required by Company to protect its security interest. If Purchaser defaults or Company deems itself insecure of the products in danger of confiscation, the full amount unpaid shall immediately become due and payable at the option of the Company and on proper notice to the Purchaser, the Company may retake possession of the products wherever located without court order and can resell or retain according to the laws of the state where products are located. The products shall not be considered a fixture if attached to any realty. Purchaser shall assume all loss relating from damage to the product occurring after the products leave Company's control and shall provide adequate insurance therefore at all times until the purchase price shall have been fully paid. Company reserves the right to request proof of such insurance at any time prior to full payment along with a statement from such insurer limiting cancellation or changes to said policy within ten (10) days after written notice of same to Company.

**Specifications:** Specifications and drawings and any other information shall remain the property of Company and are subject to recall at any time. Such information shall not be disclosed or used for manufacture of any products. In accordance with Company's established policy of constant improvement, Company reserves the right to amend its specifications at any time without notice.

**Modifications:** The terms of this Agreement may be modified only by subsequent written agreement between Hill-Rom and Purchaser.

**Merger:** This Agreement embodies the entire agreement and understanding between the parties hereto as to the subject matter of this Agreement, and supersedes all prior agreements and understandings, oral or written, between them, relating to the subject matter of this Agreement including, but not limited to, all previous agreements and any purchase orders of Purchaser. Purchaser agrees and acknowledges that if Purchaser issues any further purchase orders, Hill-Rom will have no obligation to accept or otherwise honor any such purchase order.

**Acceptance:** This contract is subject to Company's approval of Purchaser's credit. Written notice shall be given to Purchaser within 60-days of the date hereof if Purchaser's credit is deemed, in the sole discretion of the Company, to be unsatisfactory. This contract of purchase and sale between the Purchaser and Company relating to the product identified herein shall be subject to and shall include the terms and conditions hereof.

**Choice of Law:** This Agreement shall be governed by, and construed in accordance with, the law of the State of Indiana.



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

# Request for Quotation

RFQ NUMBER
WEH90033

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

\*709023620 800-638-2546

HILLROM COMPANY INC  
 1069 STATE ROUTE 46 EAST

BATESVILLE IN 47006

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET  
 WELCH, WV 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/10/2008				

BID OPENING DATE: 09/18/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2 1. PLEASE NOTE THAT THIS FORM SUPERCEDES THE ORIGINAL. PLEASE INSERT THE ATTACHED RVP FORM IN PLACE OF THE TEAM RVP INFORMATION WITHIN THE RFQ. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.  EXHIBIT 10  REQUISITION NO.: WEH90033  ADDENDUM ACKNOWLEDGEMENT  I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.  ADDENDUM NO.'S: NO. 1 ... <input checked="" type="checkbox"/> ... NO. 2 ... <input checked="" type="checkbox"/> ... NO. 3 ..... NO. 4 ..... NO. 5 .....  I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

RECEIVED  
 2008 SEP 18 A 10:11  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Michael A. Polke</i>	800-445-3730	9-17-08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Contract/Bid Mgr.	35-1538921	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'





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

# Request for Quotation

RFQ NUMBER
WEH90033

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

\*709023620      800-638-2546

VENDOR

HILLROM COMPANY INC  
 1069 STATE ROUTE 46 EAST

BATESVILLE IN 47006

SHIP TO

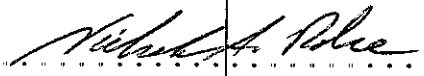
HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET  
 WELCH, WV  
 24801

304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/10/2008				

BID OPENING DATE: 09/18/2008      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">             .....            SIGNATURE  <i>Hill-Rom Company, Inc.</i>            .....            COMPANY              9-17-08            .....            DATE         </p> <p>REV. 11/96</p> <p style="text-align: center;">END OF ADDENDUM NO. 2</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Nicholas A. Polce</i>	800-445-3730	9-17-08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Contract/Bid Mgr.	35-1538921	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37 (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Hill-Rom Company, Inc.  
 Date: 9-17-08

Signed: Michael A. P. Blue  
 Title: Contract/Bid Mgr.

\*Check any combination of preference consideration(s) in either "A" or "B", or both "A" and "B" which you are entitled to receive. You may request up to the maximum of 5% preference for both "A" and "B".



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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**Request for  
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RFQ NUMBER
WEH90033

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER
304-558-0067

\*709023620 800-638-2546

HILLROM COMPANY INC  
 1069 STATE ROUTE 46 EAST

BATESVILLE IN 47006

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET  
 WELCH, WV  
 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
08/20/2008				

BID OPENING DATE: 09/18/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	33	EA		410-03	\$6,436.15	\$212,392.95
				HILL-ROM VERSA CARE OR EQUAL..		
0002	28	EA		410-03	\$5,819.87	\$162,956.36
				HILL-ROM CARE ASSIST EX BED OR EQUAL..		
0003	1	EA		410-03	\$12,478.08	\$12,478.08
				HILL-ROM CARE AFFINITY IV OR EQUAL..		
0004	1	EA		410-03	\$0	\$0
				FEE FOR DELIVERY, INSTALLATION, IN-SERVICE TRAINING		
				(SEE ATTACHED SPECIFICATIONS..)		
				CANCELLATION: THE DIRECTOR OF PURCHASING RESERVE		
				RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON		

**RECEIVED**  
 2008 SEP -4 A 11:38  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Nicholas A. Rebe</i>	TELEPHONE 800-445-3730	DATE 9/2/08
TITLE Contract/Bid Manager	FEIN 35-1538921	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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HILLROM COMPANY INC  
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08/20/2008				

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<p>NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>INQUIRIES:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 9/2/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Nicholas A. Pabe</i>	800-445-3730	9/2/08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Contract/Bid Manager	35-1538921	

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PAGE
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HILLROM COMPANY INC  
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<p>PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>    ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>    ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>    ) BIDDER IS A CORPORATION NONRESIDENT VENDOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Nicholas A. Piche</i>	800-445-3730	9/2/08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Contract/Bid Manager	35-1538921	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
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 Purchasing Division  
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# Request for Quotation

RFQ NUMBER
WEH90033

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

\*709023620      800-638-2546

HILLROM COMPANY INC  
 1069 STATE ROUTE 46 EAST

BATESVILLE IN 47006

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET  
 WELCH, WV 24801      304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/20/2008				

BID OPENING DATE: 09/18/2008      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Nicholas A. Hahn</i>	TELEPHONE 800-445-3730	DATE 9/2/08
TITLE Contract/Bid Manager	FEIN 35-1538921	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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# Request for Quotation

RFQ NUMBER
WEH90033

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER
304-558-0067

\*709023620                      800-638-2546

HILLROM COMPANY INC  
 1069 STATE ROUTE 46 EAST

BATESVILLE IN 47006

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET  
 WELCH, WV

24801

304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/20/2008				
BID OPENING DATE: 09/18/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3) BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Hill-Rom Company, Inc.</u></p> <p>DATE: <u>9/2/08</u></p> <p>SIGNED: <u><i>Nicholas A. Pabe</i></u></p> <p>TITLE: <u>Contract/Bid Manager</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<u><i>Nicholas A. Pabe</i></u>	800-445-3730	9/2/08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Contract/Bid Manager	35-1538921	

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PAGE
6

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HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL  
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08/20/2008				

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<p>ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE            MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".            (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF            THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----WEH90033-----</p> <p>BID OPENING DATE:-----9/18/2008-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY            TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">--812-934-8189-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert A. Peltier</i>	TELEPHONE 800-445-3730	DATE 9/2/08
TITLE Contract/Bid Manager	FEIN 35-1538921	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'





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PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						
<u>Nicholas A. Rahe</u>						
***** THIS IS THE END OF RFQ WEH90033 ***** TOTAL:						<u>\$387,827.39</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Nicholas A. Rahe</i>	TELEPHONE 800-445-3730	DATE 9/2/08
TITLE Contract/Bid Manager	FEIN 35-1538921	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**REQUEST FOR QUOTATION**  
**STATE OF WEST VIRGINIA**  
**Department of Health and Human Resources**  
**Welch Community Hospital**  
**RFQ #WEH90033**

**GENERAL INFORMATION**

**Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital, "Agency" is seeking monetary quotations for:

- 1.) Thirty-three (33) Medical/Surgical - 30 beds, ICU - 3 beds.
- 2.) Twenty-eight (28) Long Term Care - 23 beds, OB - 5 beds.
- 3.) One (1) O.B. Birthing Bed.

This quotation is to include all charges including shipping and handling for delivery of materials to Welch Community Hospital.

**Project:**

The mission or purpose of this project is to obtain hospital beds for Welch Community Hospital: 33 beds for the Medical/Surgical/ICU, 28 beds for the Long Term Care Unit and OB, and 1 Obstetrical Birthing Bed for Welch Community Hospital.

**OPERATING ENVIRONMENT**

**Location**

Agency is located at Welch Community Hospital, 454 McDowell Street, Welch WV 24801

**Background:**

Welch Community Hospital is a 124 bed hospital, 59 of which are Long Term care beds. Acute care beds include: 8 Intensive care beds; 2 pediatric beds; 10 obstetrical beds and 45 medical/surgical beds. The hospital serves the counties of McDowell, Wyoming and Mingo with a total market population of about 83,000.

The following numbers represent the typical utilization encountered by the outpatient service area of Welch Community Hospital for the 2007 fiscal year:

Emergency Room Patients – 10,441

Observation Visits – 542

Clinic Patients – 25,524

Surgeries – 343

Deliveries – 78

Laboratory Tests – 771,015

WEH – Service Support/Radiology Equipment

Radiology – 15,063  
 CAT Scans – 2,529  
 Ultrasound – 1,869  
 Mammography – 633  
 Respiratory Tests – 21,402  
 Electrocardiograms – 4,231  
 Admissions – 974  
     Long Term Card ADC (48 Patients per day) – 94%  
     Overall ADC (60 Patients per day) – 66%  
 Total Patient Days (17,514 Long Term Care and 4,496 Acute Care Days) – 22010

Outpatient Services Provided Are:

Primary Care and Family Practice in a Certified Rural Health Setting  
 Pediatric Clinic  
 Newborn Care  
 Internal Medicine  
 Surgery  
 Emergency Room Services  
 Radiology Services Including:  
     Diagnostic  
     CAT Scan  
     Ultrasound  
     Mammography  
     MRI  
     EKG, Cardiac Doppler Studies, Stress Testing and Respiratory Therapy Services  
     Laboratory Services

## PROCUREMENT SPECIFICATIONS

### Specifications:

- 1.) **Hill-Rom Versa Care or Equal.**  
Quantity 33
  - A) Bed must have a battery backup system. In the event of a power failure, all bed articulations must have the ability to be operated by activating the battery button and pressing the desired function.
  - B.) CPR must be manual, pull and hold operation. The bed should utilize a one-action dampened release. By pulling and holding the handle, the bed instantly overrides electrical systems and automatically places the bed in a flat position.
  - C.) CPR handle must be located between the head and foot side-rails.
  - D.) Bed must be able to obtain chair position without having to use Trend/Rev Trend, thus raising the height of the bed.
  - E.) Bed must be equipped with electric Trendelenburg and Reverse Trendelenburg positioning system.

- F.) Line-of site head elevation gauge must be located at side of bed and be functional at all times. A head-leveling gauge should be located within the caregiver's line of site. This gauge shows the degrees of inclination and indicates when the head of the bed is in a level position.
- G.) Bed must be equipped with an indicator light to notify the caregiver when the bed is not in the lowest position.
- H.) The bed's nurse call must be equipped with a super capacitor, allowing a call to be placed when AC power is interrupted and the nurse call power back up recharges when bed is plugged in.
- I.) Bed must offer a patient egress point between the foot rail and footboard when all four side rails are up.
- J.) Bed must have positive grip handles in both head and footboards to assist in transport.
- K.) The bed's headboard must stay stationary and not raise or lower during the high/low travel of the bed.
- L.) The bed shall be designed to receive a pendant control that can be placed in the inside and outside of the foot end rails
- M.) The bed must be capable of accepting embedded side rail communications including nurse call, entertainment controls (radio/TV/volume) and lighting controls.
- N.) Vendor will provide bed units from manufacturers who have no less than 10 years experience with placing side rail communications within the bed frame.
- O.) Night Light shall have an on/off switch and must be located under both sides of the bed.
- P.) Brake and steer pedals must be located on all four corners.
- Q.) Side rails must be a drop down, one-handed release.
- R.) In brake mode, all four casters must lock when the braking mechanism is activated and prevent the caster from rolling and/or turning sideways to ensure positive locking of the bed.
- S.) The bed shall be equipped with a built in scale (up to 550 lbs) to permit accurate weighting to within +/- 1% of the patient's weight, even when the head or foot is elevated.
- T.) The bed's electronics will be isolated from the frame requiring no drag chain. The isolated frame should withstand defibrillation without a drag chain.
- U.) The bed will feature LED indicator lights for indication of brake status, bed not down, bed power, bed not grounded, and bed exit alarm.
- V.) The bed shall provide a platform for current and future upgrades or modules including communications systems and bed information systems.
- W.) The bed must provide a perimeter based light beam activated Obstruction Detection System. The obstruction detection system should allow the bed to reverse its downward motion when the light beam is broken. Head and foot drive shaft must be able to disengage when powered down movement is obstructed.
- X.) The bed must offer a button-controlled ability to retract or extend the footboard a minimum of 12".
- Y.) The bed must offer optional bed exit system with the ability to adjust at the bed side, the following:

1. 3 modes of monitoring.
  2. 3 levels of volume
- Z.) The bed exit system must be able to be set from both sides of the bed.
  - AA.) The bed must have lock out controls for certain functions. For patient safety, the facility must have the ability to lock out knee, head and bed up/down functions with an easy, accessible control.
  - BB.) Auto contour must be on the patient controls only. No auto contour feature on the caregiver controls.
  - CC.) The bed must have the ability to activate low chair position by the touch of one button. The bed must possess the ability to deactivate low chair position by the touch of one button.
  - DD.) The bed must offer circuit boards with color-coded cables for easy replacement.
  - EE.) Bed must not contain any nursing controls in the footboard.
  - FF.) Bed must have plastic head and footboards and must be a seamless one-piece design.
  - GG.) Bed must be able to obtain a low height measurement of 18" from floor to the top of an 8" mattress.
  - HH.) Mattress must be secured to frame to prevent sliding. The patient must have an egress point even when all four side rails are in the up position. Footboard and foot rails must also have integrated patient grip handles to assist the patient during egress/ingress.
  - II.) The bed must be equipped with 8" sleep surface options for both pressure reduction and pressure relief. The bed will be equipped with a pressure reduction mattress that is an all foam, modular, layered mattress designed to reduce pressure. A treatment surface should provide an "air-cushioned" primary surface with an air cushion foot surface.
  - JJ.) The bed's treatment surface must be equipped with a heel suspension mode that permits additional pressure relief to the heel section.

**2.) Hill-Rom Care Assist EX Bed or equal.**

Quantity 28

- A.) Bed must have an integrated battery backup system. In the event of a power failure, all nursing and patient controls may be operated by using battery backup.
- B.) CPR must be manual, pull and dampened operation. The bed must utilize a one-action dampened release, by pulling the handle, the bed instantly overrides electrical systems and automatically places the bed in a flat position.
- C.) Bed must be equipped with electric Trendelenburg and Reverse Trendelenburg positioning system.
- D.) Line-of site head elevation gauge must be located at side of bed and be functional at all times. A head-leveling gauge should be located within the caregiver's line of site. This gauge shows the degrees of inclination and indicates when the head of the bed is in a level position. This gauge shows the degrees of inclination and indicates when the head of the bed is in a level position.
- E.) Bed must be equipped with an indicator light to notify the caregiver when the bed is not in the lowest position.

- F.) The bed's nurse call must be equipped with a super capacitor, allowing a call to be placed when AC power is interrupted and the nurse call power back up recharges when bed is plugged in.
- G.) Bed must offer a patient egress point between the foot rail and footboard when all four side rails are up.
- H.) Bed must have positive grip handles in both head and footboards to assist in transport.
- I.) Patient controls must be located on pendant offering easy bed control accessibility to patient in any position.
- J.) The bed must be capable of accepting embedded side rail communications including nurse call, entertainment controls (radio/TV/volume) and lighting controls.
- K.) Vendor will provide bed units from manufacturers who have no less than 10 years experience with placing side rail communications within the bed frame.
- L.) In brake mode, all four casters must lock when the braking mechanism is activated and prevent the caster from rolling and/or turning sideways to ensure positive locking of the bed.
- M.) Brakes must come standard with an audible brake not set alarm.
- N.) In steer mode, one caster must lock parallel to the bed for positive tracking.
- O.) Headboard of bed must be stationary during high/low travel to protect equipment and medical head walls.
- P.) Motors shall be covered by steel dust covers.
- Q.) Bed electronics must be protected from electro-static discharge without use of a drag chain.
- R.) Bust must offer Shearless pivot where the head section moves away from the seat section when the head is raised to help minimize sliding towards the foot end of the bed for the patient.
- S.) The bed must have the ability to achieve Dining Chair position by the touch of one button. The bed must possess the ability to deactivate Dining Chair position by the touch of one button.
- T.) Side rails must be a one-handed release and drop straight out away from the patient.
- U.) All nursing controls must be located on the head end side rail.
- V.) Bed must come standard with a built in bed extender
- W.) Bed must come standard with electric head, knee, and foot articulation to eliminate need for nurse to move the frame positions manually.
- X.) The bed shall be equipped with a built in scale (up to 550 lbs) to permit accurate weighting to within +/- 1% of the patient's weight, even when the head or foot is elevated.

**3.) Hill-Rom Affinity IV or equal.**

Quantity 1

- A.) The bed must offer a battery backup system as a standard feature. In the event of an emergency situation, bed articulations such as hi-low, foot, head motors and nurse call must have the ability to be operated by activating the battery button and pressing the desire function.

- B.) In the event of an emergency situation. The bed must utilize a one-action dampened release. By pulling and holding the handle, the bed automatically places the bed in an instant head down and in a flat position.
- C.) The bed must function as the head section is lowered, the seat section gradually tilts up from 0 degrees to 15 degrees.
- D.) Upper Mattress must have V-Cut design to allow for better perineum access.
- E.) The bed must offer DC motors for a quiet patient environment and durable maintainability.
- F.) The bed must offer a one step function to securely lock all 4 brakes.
- G.) The bed must have the capability to go into trend-like positioning from any bed height. One lever, gas assisted feature for up to 8 degree positioning.
- J.) The bed must have the easy one step, release latch.
- K.) The bed must offer a one step function to position supports in any direction. Each support can be independently positioned.
- L.) For caregiver safety, the bed must offer the choice to stow the foot section under the bed or offer a light weight foot section to be placed near the bed during procedures.

**4.) Cost Evaluation:**

Award will be based on the overall lowest Grand Total.

It is preferred that each responder use the Cost Proposal Sheet provided.

**5.) Delivery, Installation, and In-service Training**

- A.) Delivery shall be within ninety (90) days after receipt of the approved purchase order. Vendor must furnish, deliver, setup and install the hospital beds and provide instructional training on the equipment usage and features.
- B.) Within fifteen (15) days of the vendor's receipt of the approved purchase order, the selected vendor must contact the Director of Nursing at Welch Community Hospital for coordination of vendor's delivery, installation and healthcare providers' in-service training.
- C.) Vendor will be responsible for the removal and disposal of delivery material and/or packing debris.
- D.) Vendor will make available, to healthcare provider, in-service training for each specific bed type upon delivery.

**6.) Payment**

The Vendor shall submit invoices, in arrears, to the Facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payment will be made in arrears, upon completion of delivery, installation and in-service training. State law forbids payment of invoices prior to receipt of goods or services.

**Cost Sheet**

<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>Price Each Unit</b>	<b>Total Quantity Price</b>
1.)	Medical/Surgical/ICU <b>Hill-Rom Versa Care or Equal</b>	33	<u>\$ 6,436.15</u>	<u>\$ 212,392.95</u>
2.)	Long Term Care <b>Hill-Rom Care Assist EX Bed or equal</b>	28	<u>\$ 5,819.87</u>	<u>\$ 162,956.36</u>
3.)	Obstetrical Birthing Bed <b>Hill-Rom Affinity IV or equal</b>	1	<u>\$ 12,478.08</u>	<u>\$ 12,478.08</u>
4.)	Delivery Fee/Installation Fee/In-service Training		<u>\$ 0</u>	<u>\$ 0</u>
<b>Grand Total</b>				<u>\$ 387,827.39</u>

Award will be made to vendor based on lowest **grand total** amount.



STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

**West Virginia Code** §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

**West Virginia Code** §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

### ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### LICENSING:

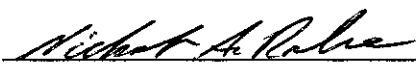
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

### CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: Hill-Rom Company, Inc.

Authorized Signature: 

Date: 9/2/08

Attn: ACCOUNTS PAYABLE  
 WELCH COMMUNITY HOSPITAL  
 454 MCDOWELL ST  
 WELCH WV 24801

Customer #: 626538

Expiration Date: 10/26/2008

Fax Number:

Submitted Date: 08/26/2008

Phone:

Proposal #: SP 5052912

Line	Qty	Product No.	Product Description	Unit Price	Extended Price
1 000	33 00	VERSACARE	VERSACARE VersaCare Package VC255 Features Include: In Bed-Scale Displays Kilograms and Pounds Patient Helper Adapter-Headend 5" Casters Nurse Call Universal TV & Lighting & Composer Online Patient Position Monitor 120 Volt Power Supply English Language Decals Light Neutral End Panels VIP Panel Finish Foam Surface	\$6,436 15	\$212 392 95
1 001	33 00	P3200G000019	VERSACARE FRAME		
1 002	33 00	P2217	IV POLE		
1 003	33 00	P100A7	NP100 86.5X35 5X7 VC		
1 004	33 00	P3207C01	PENDANT WITH NEL		
1 005	33 00	SIDECOM	SIDECOM CABLE		
1 006	33 00	P844F01	TRAPEZE SUPPORT BRKT UNIVERSAL		
2 000	28 00	CAREASSISTES	CAREASSIST ES BED SYSTEM CareAssist ES Bed System ES255 Package Features Include: 120 Volt Power Supply with Battery Backup Night Light Patient Position Monitor, Nurse Call, Universal TV and Lighting Light Neutral End Panels VIP Stain In-Bed Scale, Pod on Both Sides Patient Helper Adapter-Headend Shearless SE Mattress	5 819 87	162 956 36
2 001	28 00	P1170E0000040	CAREASSIST ES155/255/455 NUL		
2 002	28 00	P2217	IV POLE		
2 003	28 00	P100A8	NP100 80X35 5X6 CA		
2 004	28 00	SIDECOM	SIDECOM CABLE		
2 005	28 00	P1172	HEAD AND FOOTBOARD KIT		
2 006	28 00	P1180C01	PATIENT HELPER ADAPTOR		
3 000	1 00	AFFINITY4	AFFINITY BIRTHING BED Affinity Bed System Package AF450	12 478 08	12 478 08

Terms / Conditions

Shipping Terms: FOB Destination

This pricing information is proprietary and confidential and must not be disclosed to any person, firm or entity without first obtaining written permission of Hill-Rom. Pricing has been quoted for the quantities and terms as shown on this proposal. Any changes to the specified terms or order quantities may affect pricing. Standard Hill-Rom payment terms are Net 30 days. Pricing does not include applicable taxes

For Questions / Correspondence Please Contact:

Hill-Rom Customer Service  
 1069 State Route 46 East, Batesville IN 47006  
 Phone: 800-445-3730  
 TeleFax: 812-934-8189 Architectural Products: 812-931-2264  
 Email: us.customerservice@hill-rom.com

# HILL-ROM® COMPANY, INC.

## LIMITED WARRANTY

Hill-Rom Company, Inc (Hill-Rom) has a long tradition of providing superior products and service to our customer. Our goal is "Total Customer Satisfaction" In that spirit, Hill-Rom is proud to offer the following warranty

### **GENERAL WARRANTY (APPLICABLE UNLESS A SPECIFIC WARRANTY IS LISTED)**

Hill-Rom warrants to the original purchaser that its products and replacement parts shall be free from defects in material and workmanship for a period of one (1) year from date of delivery. Hill-Rom's obligation under this warranty is expressly limited to supplying replacement parts and/or service for, or replacing, at its option, any product which is, in the sole discretion of Hill-Rom, found to be defective. In addition to the foregoing one year warranty, Hill-Rom warrants to the original purchaser that the frame and welds on its products will be free from structural defects for the life of the product. Any product upgrade or modification initiated by Hill-Rom does not affect the original product warranty.

### **SPECIFIC WARRANTIES**

#### **MATRESS WARRANTIES**

Hill-Rom warrants to the original purchaser that its mattress product shall be free from defects in material and workmanship for a period of two (2) years from date of delivery. However, electro mechanical mattress components (compressors, valves, printed circuit boards, hoses, and couplers) are covered by the general one (1) year warranty.

#### **EXPENDABLES WARRANTIES**

A sixty (60) day limited warranty from date of delivery applies to expendable parts such as cushions, coverlets, software diskettes, locator badge batteries, dome light incandescent bulbs, overhead fluorescent tubes, heating elements, temperature probes, filter sheets, and microspheres. This warranty is limited to replacement of the parts covered.

### **TO OBTAIN PARTS AND SERVICE**

In the United States, call Hill-Rom Technical Support Department at (800) 445-3720, Monday through Friday. In Canada, call Hill-Rom Technical Support Department at (800) 267-2337, Monday through Friday. Outside the United States and Canada, call your authorized Hill-Rom Distributor. In order to expedite service, we request you furnish the following information: customer identification number, product model number, serial number, and description of problem. A qualified specialist will provide, via telephone (United States and Canada), or FAX (Outside the United States and Canada), troubleshooting assistance for facility personnel and provide necessary parts to make repairs. If troubleshooting determines the need for on-site technical service, a qualified service representative will be dispatched. Replacement of non-technical items will be the responsibility of the customer. If requested by Hill-Rom, products or parts for which a warranty claim is made shall be returned prepaid to Hill-Rom's factory.

### **OUT OF WARRANTY EXCHANGE POLICY**

After the expiration of the original warranty, upon request, Hill-Rom will ship as a replacement, components such as selected: motors and printed circuit boards, for like units returned to Hill-Rom by the original purchaser at a substantial savings. Please call Hill-Rom Technical Support Department for current pricing.

### **PARTS AVAILABILITY POLICY**

Hill-Rom will offer parts for new and remanufactured products for ten (10) years from date of sale; for communications products for five (5) years from date of sale.

Note: Some original component parts and assemblies may not be available; functional equivalents may be substituted.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF PURPOSE. HILL-ROM'S OBLIGATION UNDER THESE WARRANTIES SHALL NOT INCLUDE ANY LIABILITY FOR LOSS OF PROFITS, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR DELAYS.** Some states, provinces, or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply. Any improper or negligent use, any alterations or repairs not in accordance with Hill-Rom's manuals or performed by others in such manner as in Hill-Rom's sole judgment affects the product materially and adversely, shall void these warranties. These warranties do not cover failures due to misuse, abuse, neglect, or lack of routine maintenance. No employee or representative of Hill-Rom is authorized to change these warranties in any way or grant any other warranty unless in writing and signed by a Hill-Rom officer. These warranties provide specific legal rights; but, there may be other available rights, which vary from state to state, province to province, or country to country.

adm004rb

Revised April 17, 1997



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

# Request for Quotation

RFO NUMBER  
 WEH90033

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 304-558-0067

\*709023620 800-638-2546  
 HILLROM COMPANY INC  
 1069 STATE ROUTE 46 EAST  
 BATESVILLE IN 47006

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL  
 454 MCDOWELL STREET  
 WELCH, WV 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/20/2008				

BID OPENING DATE: 09/18/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	33	EA		410-03 HILL-ROM VERSA CARE OR EQUAL.	\$7,378.32	\$243,484.56
0002	28	EA		410-03 HILL-ROM CARE ASSIST EX BED OR EQUAL.	\$6,343.85	\$177,627.80
0003	1	EA		410-03 HILL-ROM CARE AFFINITY IV OR EQUAL.	\$12,478.08	\$12,478.08
0004	1	EA		410-03 FEE FOR DELIVERY, INSTALLATION, IN-SERVICE TRAINING  (SEE ATTACHED SPECIFICATIONS.)	\$0	\$0

**RECEIVED**  
 2008 SEP -4 A 11:42  
 PURCHASING DIVISION  
 STATE OF WV

CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON RECEIPT OF THIS QUOTATION.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Nicholas A. Pike</i>	TELEPHONE 800-445-3730	DATE 9/2/08	
TITLE Contract/Bid Manager	FEIN 35-1538921	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

# Request for Quotation

RFQ NUMBER  
 WEH90033

PAGE  
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 304-558-0067

\*709023620 800-638-2546

PURCHASER

HILLROM COMPANY INC  
 1069 STATE ROUTE 46 EAST

BATESVILLE IN 47006

SHIP TO

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET  
 WELCH, WV  
 24801

304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/20/2008				

BID OPENING DATE: 09/18/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>INQUIRIES:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 9/2/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert A. P...</i>	TELEPHONE 800-445-3730	DATE 9/2/08
TITLE Contract/Bid Manager	FEIN 35-1538921	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

# Request for Quotation

RFQ NUMBER
WEH90033

PAGE
3

ADDRESS-CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

\*709023620 800-638-2546

HILLROM COMPANY INC  
 1069 STATE ROUTE 46 EAST

BATESVILLE IN 47006

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET  
 WELCH, WV

24801

304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
08/20/2008				

BID OPENING DATE: 09/18/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Nicholas A. Peltz</i>	TELEPHONE 800-445-3730	DATE 9/2/08
TITLE Contract/Bid Manager	FEIN 35-1538921	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

# Request for Quotation

RFQ NUMBER  
 WEH90033

PAGE  
 4

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 304-558-0067

\*709023620 800-638-2546

VENDOR

HILLROM COMPANY INC  
 1069 STATE ROUTE 46 EAST  
 BATESVILLE IN 47006

SHIP TO

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL  
 454 MCDOWELL STREET  
 WELCH, WV 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/20/2008				
BID OPENING DATE: 09/18/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael A. Paha</i>	TELEPHONE 800-445-3730	DATE 9/2/08
TITLE Contract/Bid Manager	FEIN 35-1538921	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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 304-558-0067

\*709023620 800-638-2546

HILLROM COMPANY INC  
 1069 STATE ROUTE 46 EAST

BATESVILLE IN 47006

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET  
 WELCH, WV  
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DATE PRINTED 08/20/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 09/18/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3) BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: Hill-Rom Company, Inc.</p> <p>DATE: 9/2/08</p> <p>SIGNED: <i>Nicholas A. Paha</i></p> <p>TITLE: Contract/Bid Manager</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Nicholas A. Paha</i>	TELEPHONE 800-445-3730	DATE 9/2/08	
TITLE Contract/Bid Manager	FEIN 35-1538921	ADDRESS CHANGES TO BE NOTED ABOVE	

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# Request for Quotation

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PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

\*709023620      800-638-2546

VENDOR

HILLROM COMPANY INC  
 1069 STATE ROUTE 46 EAST

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<p>ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE            MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".            (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF            THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----WEH90033-----</p> <p>BID OPENING DATE:-----9/18/2008-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY            TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">-----812-934-8189-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Nicholas A. Paha</i>	TELEPHONE 800-445-3730	DATE 9/2/08
TITLE Contract/Bid Manager	FEIN 35-1538921	ADDRESS CHANGES TO BE NOTED ABOVE

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# Request for Quotation

RFQ NUMBER
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PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

\*709023620      800-638-2546

HILLROM COMPANY INC  
 1069 STATE ROUTE 46 EAST

BATESVILLE IN 47006

HILLROM

SHIP TO

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BID OPENING DATE: 09/18/2008      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						
Nicholas A. Rahe						
***** THIS IS THE END OF RFQ WEH90033 ***** TOTAL:						\$433,590.44

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Nicholas A. Rahe</i>	TELEPHONE 800-445-3730	DATE 9/2/08
TITLE Contract/Bid Manager	FEIN 35-1538921	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**REQUEST FOR QUOTATION**  
**STATE OF WEST VIRGINIA**  
**Department of Health and Human Resources**  
**Welch Community Hospital**  
**RFQ #WEH90033**

**GENERAL INFORMATION**

**Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital, "Agency" is seeking monetary quotations for:

- 1.) Thirty-three (33) Medical/Surgical - 30 beds, ICU - 3 beds.
- 2.) Twenty-eight (28) Long Term Care - 23 beds, OB - 5 beds.
- 3.) One (1) O.B. Birthing Bed.

This quotation is to include all charges including shipping and handling for delivery of materials to Welch Community Hospital.

**Project:**

The mission or purpose of this project is to obtain hospital beds for Welch Community Hospital: 33 beds for the Medical/Surgical/ICU, 28 beds for the Long Term Care Unit and OB, and 1 Obstetrical Birthing Bed for Welch Community Hospital.

**OPERATING ENVIRONMENT**

**Location**

Agency is located at Welch Community Hospital, 454 McDowell Street, Welch WV 24801

**Background:**

Welch Community Hospital is a 124 bed hospital, 59 of which are Long Term care beds. Acute care beds include: 8 Intensive care beds; 2 pediatric beds; 10 obstetrical beds and 45 medical/surgical beds. The hospital serves the counties of McDowell, Wyoming and Mingo with a total market population of about 83,000.

The following numbers represent the typical utilization encountered by the outpatient service area of Welch Community Hospital for the 2007 fiscal year:

Emergency Room Patients – 10,441

Observation Visits – 542

Clinic Patients – 25,524

Surgeries – 343

Deliveries – 78

Laboratory Tests – 771,015

WEH – Service Support/Radiology Equipment

Radiology – 15,063  
 CAT Scans – 2,529  
 Ultrasound – 1,869  
 Mammography – 633  
 Respiratory Tests – 21,402  
 Electrocardiograms – 4,231  
 Admissions – 974  
     Long Term Card ADC (48 Patients per day) – 94%  
     Overall ADC (60 Patients per day) – 66%  
 Total Patient Days (17,514 Long Term Care and 4,496 Acute Care Days) – 22010

Outpatient Services Provided Are:

Primary Care and Family Practice in a Certified Rural Health Setting  
 Pediatric Clinic  
 Newborn Care  
 Internal Medicine  
 Surgery  
 Emergency Room Services  
 Radiology Services Including:  
     Diagnostic  
     CAT Scan  
     Ultrasound  
     Mammography  
     MRI  
     EKG, Cardiac Doppler Studies, Stress Testing and Respiratory Therapy Services  
     Laboratory Services

**PROCUREMENT SPECIFICATIONS**

**Specifications:**

- 1.) **Hill-Rom Versa Care or Equal.**  
Quantity 33
  - A.) Bed must have a battery backup system. In the event of a power failure, all bed articulations must have the ability to be operated by activating the battery button and pressing the desired function.
  - B.) CPR must be manual, pull and hold operation. The bed should utilize a one-action dampened release. By pulling and holding the handle, the bed instantly overrides electrical systems and automatically places the bed in a flat position.
  - C.) CPR handle must be located between the head and foot side-rails.
  - D.) Bed must be able to obtain chair position without having to use Trend/Rev Trend, thus raising the height of the bed.
  - E.) Bed must be equipped with electric Trendelenburg and Reverse Trendelenburg positioning system.

- F.) Line-of site head elevation gauge must be located at side of bed and be functional at all times. A head-leveling gauge should be located within the caregiver's line of site. This gauge shows the degrees of inclination and indicates when the head of the bed is in a level position.
- G.) Bed must be equipped with an indicator light to notify the caregiver when the bed is not in the lowest position.
- H.) The bed's nurse call must be equipped with a super capacitor, allowing a call to be placed when AC power is interrupted and the nurse call power back up recharges when bed is plugged in.
- I.) Bed must offer a patient egress point between the foot rail and footboard when all four side rails are up.
- J.) Bed must have positive grip handles in both head and footboards to assist in transport.
- K.) The bed's headboard must stay stationary and not raise or lower during the high/low travel of the bed.
- L.) The bed shall be designed to receive a pendant control that can be placed in the inside and outside of the foot end rails.
- M.) The bed must be capable of accepting embedded side rail communications including nurse call, entertainment controls (radio/TV/volume) and lighting controls.
- N.) Vendor will provide bed units from manufacturers who have no less than 10 years experience with placing side rail communications within the bed frame.
- O.) Night Light shall have an on/off switch and must be located under both sides of the bed.
- P.) Brake and steer pedals must be located on all four corners.
- Q.) Side rails must be a drop down, one-handed release.
- R.) In brake mode, all four casters must lock when the braking mechanism is activated and prevent the caster from rolling and/or turning sideways to ensure positive locking of the bed.
- S.) The bed shall be equipped with a built in scale (up to 550 lbs) to permit accurate weighting to within +/- 1% of the patient's weight, even when the head or foot is elevated.
- T.) The bed's electronics will be isolated from the frame requiring no drag chain. The isolated frame should withstand defibrillation without a drag chain.
- U.) The bed will feature LED indicator lights for indication of brake status, bed not down, bed power, bed not grounded, and bed exit alarm.
- V.) The bed shall provide a platform for current and future upgrades or modules including communications systems and bed information systems.
- W.) The bed must provide a perimeter based light beam activated Obstruction Detection System. The obstruction detection system should allow the bed to reverse its downward motion when the light beam is broken. Head and foot drive shaft must be able to disengage when powered down movement is obstructed.
- X.) The bed must offer a button-controlled ability to retract or extend the footboard a minimum of 12".
- Y.) The bed must offer optional bed exit system with the ability to adjust at the bed side, the following:

1. 3 modes of monitoring

2. 3 levels of volume

- Z.) The bed exit system must be able to be set from both sides of the bed.
- AA.) The bed must have lock out controls for certain functions. For patient safety, the facility must have the ability to lock out knee, head and bed up/down functions with an easy, accessible control.
- BB.) Auto contour must be on the patient controls only. No auto contour feature on the caregiver controls.
- CC.) The bed must have the ability to activate low chair position by the touch of one button. The bed must possess the ability to deactivate low chair position by the touch of one button.
- DD.) The bed must offer circuit boards with color-coded cables for easy replacement.
- EE.) Bed must not contain any nursing controls in the footboard.
- FF.) Bed must have plastic head and footboards and must be a seamless one-piece design.
- GG.) Bed must be able to obtain a low height measurement of 18" from floor to the top of an 8" mattress.
- HH.) Mattress must be secured to frame to prevent sliding. The patient must have an egress point even when all four side rails are in the up position. Footboard and foot rails must also have integrated patient grip handles to assist the patient during egress/ingress.
- II.) The bed must be equipped with 8" sleep surface options for both pressure reduction and pressure relief. The bed will be equipped with a pressure reduction mattress that is an all foam, modular, layered mattress designed to reduce pressure. A treatment surface should provide an "air-cushioned" primary surface with an air cushion foot surface.
- JJ.) The bed's treatment surface must be equipped with a heel suspension mode that permits additional pressure relief to the heel section.

**2.) Hill-Rom Care Assist EX Bed or equal.**

Quantity 28

- A.) Bed must have an integrated battery backup system. In the event of a power failure, all nursing and patient controls may be operated by using battery backup.
- B.) CPR must be manual, pull and dampened operation. The bed must utilize a one-action dampened release, by pulling the handle, the bed instantly overrides electrical systems and automatically places the bed in a flat position.
- C.) Bed must be equipped with electric Trendelenburg and Reverse Trendelenburg positioning system.
- D.) Line-of site head elevation gauge must be located at side of bed and be functional at all times. A head-leveling gauge should be located within the caregiver's line of site. This gauge shows the degrees of inclination and indicates when the head of the bed is in a level position. This gauge shows the degrees of inclination and indicates when the head of the bed is in a level position.
- E.) Bed must be equipped with an indicator light to notify the caregiver when the bed is not in the lowest position.

- F.) The bed's nurse call must be equipped with a super capacitor, allowing a call to be placed when AC power is interrupted and the nurse call power back up recharges when bed is plugged in.
- G.) Bed must offer a patient egress point between the foot rail and footboard when all four side rails are up.
- H.) Bed must have positive grip handles in both head and footboards to assist in transport.
- I.) Patient controls must be located on pendant offering easy bed control accessibility to patient in any position.
- J.) The bed must be capable of accepting embedded side rail communications including nurse call, entertainment controls (radio/TV/volume) and lighting controls.
- K.) Vendor will provide bed units from manufacturers who have no less than 10 years experience with placing side rail communications within the bed frame.
- L.) In brake mode, all four casters must lock when the braking mechanism is activated and prevent the caster from rolling and/or turning sideways to ensure positive locking of the bed.
- M.) Brakes must come standard with an audible brake not set alarm.
- N.) In steer mode, one caster must lock parallel to the bed for positive tracking.
- O.) Headboard of bed must be stationary during high/low travel to protect equipment and medical head walls.
- P.) Motors shall be covered by steel dust covers.
- Q.) Bed electronics must be protected from electro-static discharge without use of a drag chain.
- R.) Bust must offer Shearless pivot where the head section moves away from the seat section when the head is raised to help minimize sliding towards the foot end of the bed for the patient.
- S.) The bed must have the ability to achieve Dining Chair position by the touch of one button. The bed must possess the ability to deactivate Dining Chair position by the touch of one button.
- T.) Side rails must be a one-handed release and drop straight out away from the patient.
- U.) All nursing controls must be located on the head end side rail.
- V.) Bed must come standard with a built in bed extender.
- W.) Bed must come standard with electric head, knee, and foot articulation to eliminate need for nurse to move the frame positions manually.
- X.) The bed shall be equipped with a built in scale (up to 550 lbs) to permit accurate weighting to within +/- 1% of the patient's weight, even when the head or foot is elevated.

**3.) Hill-Rom Affinity IV or equal.**  
Quantity 1

- A.) The bed must offer a battery backup system as a standard feature. In the event of an emergency situation, bed articulations such as hi-low, foot, head motors and nurse call must have the ability to be operated by activating the battery button and pressing the desire function.

- B.) In the event of an emergency situation. The bed must utilize a one-action dampened release. By pulling and holding the handle, the bed automatically places the bed in an instant head down and in a flat position.
- C.) The bed must function as the head section is lowered, the seat section gradually tilts up from 0 degrees to 15 degrees.
- D.) Upper Mattress must have V-Cut design to allow for better perineum access.
- E.) The bed must offer DC motors for a quiet patient environment and durable maintainability.
- F.) The bed must offer a one step function to securely lock all 4 brakes.
- G.) The bed must have the capability to go into trend-like positioning from any bed height. One lever, gas assisted feature for up to 8 degree positioning.
- J.) The bed must have the easy one step, release latch.
- K.) The bed must offer a one step function to position supports in any direction. Each support can be independently positioned.
- L.) For caregiver safety, the bed must offer the choice to stow the foot section under the bed or offer a light weight foot section to be placed near the bed during procedures.

#### 4.) **Cost Evaluation:**

Award will be based on the overall lowest Grand Total.

It is preferred that each responder use the Cost Proposal Sheet provided.

#### 5.) **Delivery, Installation, and In-service Training**

- A.) Delivery shall be within ninety (90) days after receipt of the approved purchase order. Vendor must furnish, deliver, setup and install the hospital beds and provide instructional training on the equipment usage and features.
- B.) Within fifteen (15) days of the vendor's receipt of the approved purchase order, the selected vendor must contact the Director of Nursing at Welch Community Hospital for coordination of vendor's delivery, installation and healthcare providers' in-service training.
- C.) Vendor will be responsible for the removal and disposal of delivery material and/or packing debris.
- D.) Vendor will make available, to healthcare provider, in-service training for each specific bed type upon delivery.

#### 6.) **Payment**

The Vendor shall submit invoices, in arrears, to the Facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payment will be made in arrears, upon completion of delivery, installation and in-service training. State law forbids payment of invoices prior to receipt of goods or services.



## Cost Sheet

Item #	Description	Quantity	Price Each Unit	Total Quantity Price
1.)	Medical/Surgical/ICU <b>Hill-Rom Versa Care or Equal</b>	33	<u>\$ 7,378.32</u>	<u>\$ 243,484.56</u>
2.)	Long Term Care <b>Hill-Rom Care Assist EX Bed or equal</b>	28	<u>\$ 6,343.85</u>	<u>\$ 177,627.80</u>
3.)	Obstetrical Birthing Bed <b>Hill-Rom Affinity IV or equal</b>	1	<u>\$ 12,478.08</u>	<u>\$ 12,478.08</u>
4.)	Delivery Fee/Installation Fee/In-service Training		<u>\$ 0</u>	<u>\$ 0</u>
<b>Grand Total</b>			<u>\$ 433,590.44</u>	

Award will be made to vendor based on lowest **grand total** amount.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

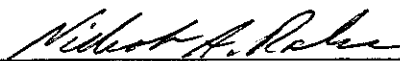
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: Hill-Rom Company, Inc.

Authorized Signature:  Date: 9/2/08



# Proposal

Attn: ACCOUNTS PAYABLE WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801	Customer #: 626538  Fax Number:  Phone:	Expiration Date: 10/26/2008  Submitted Date: 08/26/2008  Proposal #: SP 5052777
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Line	Qty	Product No.	Product Description	Unit Price	Extended Price
1 000	33 00	VERSACARE	VERSACARE VersaCare Package VC355 Features Include: In Bed-Scale Displays Kilograms and Pounds Patient Helper Adapter-Headend 5' Casters Nurse Call Universal TV & Lighting & Composer Online Patient Position Monitor 120 Volt Power Supply English Language Decals Light Neutral End Panels VIP Panel Finish Tempur-Pedic Surface	\$7 378 32	\$243 484 56
1 001	33 00	P3200G000019	VERSACARE FRAME		
1 002	33 00	P2217	IV POLE		
1 003	33 00	P3256EA1	VERSACARE TEMPUR-PEDIC MATTRES		
1 004	33 00	P3207C01	PENDANT WITH NEL		
1 005	33 00	SIDECOM	SIDECOM CABLE		
1 006	33 00	P844F01	TRAPEZE SUPPORT BRKT UNIVERSAL		
2 000	28 00	CAREASSISTES	CAREASSIST ES BED SYSTEM CareAssist ES Bed System ES355 Package Features Include: 120 Volt Power Supply with Battery Backup Night Light Patient Position Monitor , Nurse Call, Universal TV and Lighting Light Neutral End Panels VIP Stain In-Bed Scale. Pod on Both Sides Patient Helper Adapter-Headend Tempur-Pedic Mattress	6 343 85	177 627 80
2 001	28 00	P1170E0000040	CAREASSIST ES155/255/455 NUL		
2 002	28 00	P2217	IV POLE		
2 003	28 00	P738EA1	CAREASSIST TEMPUR-PEDIC MATTRE		
2 004	28 00	SIDECOM	SIDECOM CABLE		
2 005	28 00	P1172	HEAD AND FOOTBOARD KIT		
2 006	28 00	P1180C01	PATIENT HELPER ADAPTOR		
3 000	1 00	AFFINITY4	AFFINITY BIRTHING BED Affinity Bed System Package AF450	12 478 08	12 478 08

**Terms / Conditions**

Shipping Terms: FOB Destination

This pricing information is proprietary and confidential and must not be disclosed to any person, firm or entity without first obtaining written permission of Hill-Rom. Pricing has been quoted for the quantities and terms as shown on this proposal. Any changes to the specified terms or order quantities may affect pricing. Standard Hill-Rom payment terms are Net 30 days. Pricing does not include applicable taxes

**For Questions / Correspondence Please Contact:**

Hill-Rom Customer Service  
 1069 State Route 46 East, Batesville IN 47006  
 Phone: 800-445-3730  
 TeleFax: 812-934-8189 Architectural Products: 812-931-2264  
 Email: us.customerservice@hill-rom.com



# Proposal

Attn: ACCOUNTS PAYABLE WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801	Customer #: 626538  Fax Number:  Phone:	Expiration Date: 10/26/2008  Submitted Date: 08/26/2008  Proposal #: SP 5052777
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Line	Qty	Product No.	Product Description	Unit Price	Extended Price
			Features Include: English labels Calf Support North American Power Cord 110 Volts V Seat Cut, Removable Lift-Off Foot Section Contemporary Headboard Stain: Undecided Laminate: Not Applicable NC Lighting Unv TV		
3 001	1 00	P3700B000016	AFFINITY 4 BED FRAME		
3 002	1 00	P2217	IV POLE		
3 003	3 00	P7834	DRAPES - CARDINAL HEALTH 8486		
3 004	1 00	P3610FB01	AFFINITY V-CUT MATTRESS HEAD		
3 005	1 00	P3610FB03	AFFINITY V CUT FT 3.5INCH		
3 006	1 00	HDFT	HEAD OR FOOT PANEL		
3 007	1 00	SIDECOM	SIDECOM CABLE		

Account Representative: JEFFREY P HANNAN Total Order **\$433,590.44**

<p align="center"><b>Terms / Conditions</b></p> <p>Shipping Terms: FOB Destination</p> <p>This pricing information is proprietary and confidential and must not be disclosed to any person, firm or entity without first obtaining written permission of Hill-Rom. Pricing has been quoted for the quantities and terms as shown on this proposal. Any changes to the specified terms or order quantities may affect pricing. Standard Hill-Rom payment terms are Net 30 days. Pricing does not include applicable taxes</p>	<p align="center"><b>For Questions / Correspondence Please Contact:</b></p> <p>Hill-Rom Customer Service 1069 State Route 46 East Batesville IN 47006 Phone: 800-445-3730 TeleFax: 812-934-8189 Architectural Products: 812-931-2264 Email: us.customerservice@hill-rom.com</p>
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# TERMS AND CONDITIONS

**Prices:** Prices on this document are firm until price protection date, as noted on the proposal. If delivery is requested after the price protection date, the price in effect at the time of the requested delivery will apply. Applicable taxes will be calculated and billed at the time of shipment and invoicing.

**Cancellation:** This contract when signed is an agreement of performance by both parties. In the event either party requests a termination of the contract, the other party must agree.

**Payment Terms:** Net 30 days: Interest at the rate of 1.5% per month shall be payable on the unpaid balance thereafter, unless otherwise stated herein.

**Installation:** Unless otherwise agreed in writing, Purchaser shall perform any installation of products sold hereunder at Purchaser's expense. Hill-Rom (or "Company") agrees to furnish appropriate instructions and information to assist with the installation and/or first operation of the products.

**Limited Warranty:** For specific warranty information on Hill-Rom products and parts, please see owner's manual or review manuals on line at our website, [www.hill-rom.com](http://www.hill-rom.com). COMPANY'S OBLIGATION UNDER THIS WARRANTY SHALL NOT INCLUDE ANY LIABILITY FOR DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DELAYS. NO EMPLOYEE OR REPRESENTATIVE OF COMPANY IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY. EXCEPT FOR THIS LIMITED WARRANTY, HILL-ROM MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES. HILL-ROM SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

**Product Interface:** Customer shall be responsible for ensuring to Customer's satisfaction that any equipment and accessories not supplied by Hill-Rom that are used with Hill-Rom Products properly interface or operate with Hill-Rom Products. Hill-Rom shall not be liable to Customer or any third person for personal injury or property damage arising from the use of third party equipment and accessories with Hill-Rom Products.

**Limitation of Liability:** Company shall not be liable for loss or damages due to delay in manufacture or shipment resulting from any cause beyond the Company's control. Delays resulting from any such cause shall extend shipment date correspondingly. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT IS BETWEEN PURCHASER AND COMPANY. Purchaser must make claims for shortages or errors within a reasonable time after receipt of the products. Company reserves the right to use remanufactured or used components that meet new component specifications and are warranted as new.

**Security Interest, Default and Insurance:** Company shall retain a security interest in the products until Company has received full payment including taxes. Purchaser agrees to sign and delivery to Company any additional documents required by Company to protect its security interest. If Purchaser defaults or Company deems itself insecure of the products in danger of confiscation, the full amount unpaid shall immediately become due and payable at the option of the Company and on proper notice to the Purchaser, the Company may retake possession of the products wherever located without court order and can resell or retain according to the laws of the state where products are located. The products shall not be considered a fixture if attached to any realty. Purchaser shall assume all loss relating from damage to the product occurring after the products leave Company's control and shall provide adequate insurance therefore at all times until the purchase price shall have been fully paid. Company reserves the right to request proof of such insurance at any time prior to full payment along with a statement from such insurer limiting cancellation or changes to said policy within ten (10) days after written notice of same to Company.

**Specifications:** Specifications and drawings and any other information shall remain the property of Company and are subject to recall at any time. Such information shall not be disclosed or used for manufacture of any products. In accordance with Company's established policy of constant improvement, Company reserves the right to amend its specifications at any time without notice.

**Modifications:** The terms of this Agreement may be modified only by subsequent written agreement between Hill-Rom and Purchaser.

**Merger:** This Agreement embodies the entire agreement and understanding between the parties hereto as to the subject matter of this Agreement, and supersedes all prior agreements and understandings, oral or written, between them, relating to the subject matter of this Agreement including, but not limited to, all previous agreements and any purchase orders of Purchaser. Purchaser agrees and acknowledges that if Purchaser issues any further purchase orders, Hill-Rom will have no obligation to accept or otherwise honor any such purchase order.

**Acceptance:** This contract is subject to Company's approval of Purchaser's credit. Written notice shall be given to Purchaser within 60-days of the date hereof if Purchaser's credit is deemed, in the sole discretion of the Company, to be unsatisfactory. This contract of purchase and sale between the Purchaser and Company relating to the product identified herein shall be subject to and shall include the terms and conditions hereof.

**Choice of Law:** This Agreement shall be governed by, and construed in accordance with, the law of the State of Indiana.