



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
 VNF1005

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 JOHN ABBOTT
 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

Universal Hospital Services

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY

ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/23/2010				

BID OPENING DATE: 03/10/2010 BID OPENING TIME 01:30PM


LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		465-70		
THERAPEUTIC EQUIPMENT & SUPPORT SERVICES						<p>RECEIVED</p> <p>2010 MAR 10 AM 10:44</p> <p>WV PURCHASING DIVISION</p>
<p>OPEN-END CONTRACT TO PROVIDE THERAPEUTIC EQUIPMENT AND SUPPORT SERVICES TO THE WEST VIRGINIA VETERANS NURSING FACILITY, CLARKSBURG, WV, PER THE ATTACHED SPECIFICATIONS AND BID FORM.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" HEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **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, and the West Virginia Insurance Commission. 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. 
 16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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SUPPLIER

**DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY**

**ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415**

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<p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT</p>						

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<p>WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES; UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</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>						

Sub

Pricing offered is limited to the facility(ies) listed on this RFQ.

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THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: JOHN ABBOTT (32) RFQ. NO.: VNF1005 BID OPENING DATE: 3/10/2010 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 952-893-0704 CONTACT PERSON (PLEASE PRINT CLEARLY): Traci Conley, Account Executive						

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BUYER

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***** THIS IS THE END OF RFQ VNF1005 ***** TOTAL: _____						

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WV VETERANS NURSING FACILITY**RFQ VNF1005****PURPOSE:**

The purpose of this Request for Quotation (RFQ) is to provide specialty equipment and therapeutic support surfaces to the WV Veterans Nursing Facility on an as needed basis.

GENERAL INFORMATION

The WV Veterans Nursing Facility is located at One Freedoms Way, Clarksburg, WV 26301. The WV Veterans Nursing Facility is a 120 bed nursing facility for Veterans, with the potential of 20 beds for Special Needs Veterans.

Bidders must complete all spaces on the enclosed pricing page.

Successful bidders must be a registered vendor with the WV State Purchasing Division.

VENDOR RESPONSIBILITIES

Provide daily rental rates that are inclusive of all charges. (Delivery, set-up, in service and maintenance/repair.)

plus drive time

full

Deliveries shall be made within 4 hours of telephone order.

Vendor shall provide 24/7 customer services and will respond to emergency need for new equipment and/or repair of equipment currently on site within 4 hours of telephone request, 7 days a week, including holidays.

plus drive time

full

Vendor will provide all maintenance, repairs and service to rental products. If repairs cannot be made on site, vendor will provide a replacement product.

Vendor will provide in service to staff on all delivered products, for all shifts.

Vendor will visit agency weekly to conduct equipment checks on all rental equipment.

AGENCY RESPONSIBILITIES

Agency will place order, as needed, with vendor by telephone.

Agency will notify vendor when a product is ready for pick-up.

Agency will not pay a daily or monthly minimum amount.

Item 1 STAT 4000 OR EQUAL

Features multiple zones for bridging wounds as well as the capability for customizing the mattress to each patient's physique. The low air loss therapy provides dynamic pressure relief in a single portable system. Bridges weight distribution by adjusting pressure in each of the six independent zones.

- Mattress should be anatomically form-fitting
- 8 inches of cell height will be provided by air cushions
- Should have a weight capacity of 350 pounds
- Ultra-low pressures will always be maintained below 20 mmHG
- Shall have Dermawave and Dermapulse features to increase circulation and accelerate healing process
- Should have standard pressure settings based on patient's weight
- Should have breathable mattress cover to provide a barrier to moisture and microbe transmission
- Shall have programmable zones
- Must have auto-firm mode with adjustable timeframe to 60 minutes
- Must install on a standard hospital bed

Item 2 STAT 1 OR EQUAL

Combines the benefits of lateral rotation, true low air loss and pressure relief in a single portable system. System's two selectable turning angles provide the ability to bilaterally rotate patients a full or partial turn. Regulates heat and moisture, relieving pressure and reducing friction and shear.

- Direct weight input to 500 pounds.
- Next-turn display notification
- Must have CPR quick deflate
- Must have moisture/friction control
- Must have lateral rotation - automatically turns patients up to 40 degrees to reduce the risk of pulmonary and other complications associated with immobilization.
- Must have auto-firm mode - adjustable to 60 minute timeframe
- Must install on a standard hospital bed

Item 3 STAT 2 OR EQUAL

Alternating low pressure mattress system that also offers the benefits of true low air-loss therapy. Features a user friendly push button control panel.

- Shall have adjustable pressure for patients up to 300 pounds
- Must have CPR quick-release button
- Should have constant 5-minute alternating pressure cycle time between cells
- Must have moisture/friction control
- Must have quick deflate feature to facilitate patient transfers
- Whisper-control operation preferred
- Must install on a standard hospital bed

Item 4

STAT 3 OR EQUAL

8

Mattress replacement system that provides the benefit of true low air-loss therapy
Helps to promote the wicking of moisture and temperature

- Shall have adjustable pressure for patients up to 300 pounds
- Soft key control panel allows you to customize patient support
- Whisper quiet operation preferred
- Maximum inflate in less than 30 seconds, with automatic shut off after 30 minutes
- Must have an easy accessible, washable, anti-microbial air filter
- Must have moisture/friction control
- Should have easy to read display
- Must have CPR quick release
- Should have push button weight settings
- Must have upright patient mode
- Must install on a standard hospital bed

Item 5

STAT 4 OR EQUAL

Alternating Pressure Relief mattress system.

- Shall have adjustable pressure for patients up to 300 pounds
- Must have CPR quick release
- Dial key control panel to customize patient support
- Whisper control operation preferred
- Should have constant 5 minute alternating pressure cycle between cells
- Should have easy to read display
- Should be easy to operate -- user friendly controls
- Must install on a standard hospital bed

Item 6

STATguard Coverlet OR EQUAL

Item 7

STAT Barl OR EQUAL

Bariatric Bed Frame

- Must have a 600 -- 800 pound weight capacity
- Must have heavy-duty side rails

Item 8

STAT HD

Bariatric Mattress with Alternating Pressure
Designed for pressure sore prevention and management for the bariatric population.
Alternating pressure mattress system also features the benefits of true air-loss therapy.

- Should have a weight capacity of 600 -- 800 pounds
- Must have a CPR quick release
- Whisper control operation preferred
- Must have a washable, anti-microbial air filter
- Should have alternating pressure cycle time between cells is a constant five minutes
- Should have moisture/friction control

Item 9 RC Ultra HI-Lo Bed

Shall descend to a minimum deck height of just over 9"
Shall include Trendelenburg and cardiac chair in functions
Will have integrated foot end staff control with patient lock-out
10 function hand pendant
Shall include total lock and steering lock casters
Shall have easily removable headboard

Optional features for RC Ultra HI-Lo Bed:

Will have pressure redistribution mattress with RC Safety Perimeter
Shall include bed alarm for patient exit notification
Should have fall mats for protection on both sides of bed

Item 10 750 Pound Bariatric Walker

Item 11 1000 Pound Free Standing Trapeze

Item 12 700 Pound Bariatric Bedside Commode

Item 13 Bariatric Scales – to 1000 pounds

Vendor Name: Universal Hospital Services, Inc.

VNF1005

Authorized Signature: 

Date: 3/9/10

Item Number	Description	Equal To	Alternative Product	Daily rental cost	Estimated Annual Rental Days	Bid Total
1	Multi-zone High Air Loss Advancy Therapy	STAT-4000	Gaymar CareMedx	\$ 12.50	1095	\$ 13,687.50
2	Lateral Rotation With Low Air Loss	STAT-1	SenTech Theraturn Millennium	\$ 18.00	1095	\$ 19,710.00
3	Low Air Loss With Dynamic Modalities	STAT-2	Gaymar Air Select	\$ 8.50	3650	\$ 31,025.00
4	Low Air Loss	STAT-3	Gaymar Air Express LAL	\$ 7.00	1825	\$ 12,775.00
5	Alternating Pressure Relief Full Mattress System	STAT-4	Gaymar Air Express APM	\$ 7.00	1825	\$ 12,775.00
6	Coverlet	STATguard	Posey Perimeter Cover	\$ 1.00	1825	\$ 1,825.00
7	Bariatric Bed Frame	STAT Barn	Burke Tri Flex II	\$ 25.00	1095	\$ 27,375.00
8	Bariatric Mattress With Alternating Pressure	STAT HD	Gaymar Ultra Air Select	\$ 15.00	1095	\$ 16,425.00
9	Hi-Lo Bed	RC Ultra	Carroll Spirt Bed	\$ 15.00	2190	\$ 32,850.00
	Hi-Lo Bed with Options	RC Ultra Suite Pkg.		\$ 5.00		\$ 10,950.00
10	750 Pound Bariatric Walker			\$ 1.00	1095	\$ 1,095.00
11	1000 Pound Free Standing Trapeze			\$ 8.00	1095	\$ 8,760.00
12	700 Pound Bariatric Bedside Commode			\$ 5.00	1095	\$ 5,475.00
13	Bariatric Scales up to 1000 pounds			\$ 10.00	1095	\$ 10,950.00

Grand Total \$ 205,677.50

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: Universal Hospital Services, Inc. Signed: [Signature]

Date: 3/9/10 Title: Executive V.P. and COO

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentally established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Universal Hospital Services, Inc.

Authorized Signature: [Signature] Date: 3/9/10

State of Minnesota

County of Hennepin, to-wit:

Taken, subscribed, and sworn to before me this 9th day of March, 2010.

My Commission expires January 31, 2013

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]





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
DNR210088

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**FRANK WHITTAKER
 304-558-2316**

SUPPLIER

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

**DIVISION OF NATURAL RESOURCES
 TWIN FALLS RESORT
 ATTN: PARK SUPERINTENDENT
 RT. 97, PO BOX 667
 MULLENS, WV
 25882 304-294-6000**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/13/2010				

BID OPENING DATE: **02/17/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		265-10		
<p>CURTAINS AND DRAPERIES, INSTALLED</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE TWIN FALLS RESORT STATE PARK WITH BEADSPREADS DRAPERIES AND MOUNTING HARDWARE PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 01/27/10 @ 11:00 AM AT THE TWIN FALLS RESORT STATE PARK LODGE. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

[To be inserted at the bottom of page 6 of the RFQ]

CUSTOMER RESPONSIBILITIES

- (a) **Acceptance.** Customer may inspect the Equipment upon delivery. If such inspection reveals that the Equipment is not in patient-ready condition, Customer will notify UHS and UHS will replace such Equipment, at no cost to Customer.
- (b) **Equipment Use.** Customer must use Equipment only for the purpose for which it was intended. Customer must not modify, repair or perform any maintenance of the Equipment without UHS' prior written consent. For any Equipment Customer rents from UHS that includes an electronically loadable memory, which Customer can customize (e.g., by loading a drug library), Customer must erase all information it loads before returning the Equipment to UHS.
- (c) **No Encumbrances.** Customer will keep all Equipment free of all encumbrances. Customer authorizes the filing of any and all appropriate documentation (including UCC financing statements) without further approval to acknowledge UHS or the manufacturer's ownership interest. Customer will not remove or obscure any identification that evidences UHS or the manufacturer's ownership of the Equipment. Customer will not move or allow the removal of Equipment from the premises to which it is delivered by UHS, without UHS' prior written consent. UHS may, at any time on reasonable notice to Customer, inspect the Equipment.
- (d) **Equipment Loss or Damage.** Customer is responsible for loss or damage to Equipment, including accessories, from the time of receipt by Customer until return receipt by UHS and will promptly report to UHS any loss or damage to Equipment. Rental charges will accrue until UHS receives or Customer purchases the Equipment. The actual cost of repairs will be paid by Customer at UHS' then current labor rates and part charges. Customer will be billed for the replacement cost of all accessories not returned within seven days of Equipment pick up and will be billed the fair market value, as determined by UHS, for all Equipment that is lost or cannot be repaired. Customer will arrange for UHS to pick up Equipment and accessories upon the termination of this Exhibit.
- (e) **Equipment Availability.** Customer will make Equipment available to UHS, when it is due for any inspection, preventive maintenance or other required services as indicated on the Equipment or as communicated by UHS.
- (f) **Equipment Investigational Analysis.** Customer will give UHS notice of the failure of Equipment to perform in accordance with manufacturer's specifications when patient injury results. Customer will give the notice within 24 hours of discovering the failure and will include sufficient details to permit the parties to collaborate on developing an investigation plan. Customer will obtain UHS' written consent, before performing or allowing a third party to perform, any investigational analysis or operational verification testing of any UHS Equipment.

[To be inserted on the bottom of page 10]

The Equipment listed above will be updated, with an adjustment in Fees, as appropriate, upon the parties' agreement

Fees are exclusive of taxes and incremental third party costs incurred based on Customer direction. All sales, use, excise or similar taxes and incremental third party costs relating to the Services are Customer's sole responsibility. UHS may increase Fees once every 12 months for increases in the Consumer Price Index - all urban consumers not seasonally adjusted, as set forth by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI"). The increase will not exceed the increase in the most recently issued CPI over the CPI issued 12 months prior to the most recently issued CPI. The CPI adjustment will be effective as of the first day of the calendar quarter that includes the Agreement anniversary date. UHS will give Customer at least 30 days prior notice of a change in Fees.

Daily rental fees, if quoted, begin the day of Equipment delivery and end the day Customer contacts UHS for Equipment pick up. "Day" is defined as 12:00 midnight until 12:00 midnight the next day

Monthly rental fees, if quoted, begin in the month of Equipment delivery and end in the month Customer contacts UHS for Equipment pick up. Fees will be prorated for the days in the first and last months.

UHS may assess a temporary monthly transportation fuel surcharge to offset inflationary increases in the cost of fuel. If the price of fuel increases by 15% or more from the U.S. National Average Diesel/Gas Fuel Index as of the Effective Date of this Agreement, UHS may assess a monthly surcharge based on the number of Equipment transfers between a Customer location and UHS district office occurring during the month. UHS will calculate the fuel surcharge using a formula, which takes into account the increase in UHS' cost per gallon of fuel and equipment transportation fuel consumption levels. UHS will provide the actual formula used when and if the surcharge is activated