



September 9, 2010

State of West Virginia Department of Administration
Purchasing Department
2019 Washington St. E.
Charleston, WV 25305

To Whom It May Concern:

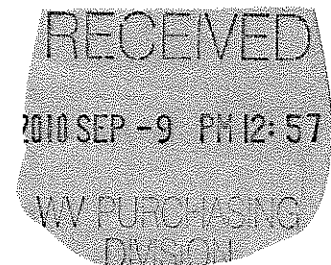
Thank you for the opportunity to submit our bid for Oxygen and Respiratory Services for your Veterans Nursing Facility in Clarksburg, WV.

HomePlus is a quality organization with a patient first focus. We have two respiratory therapists on staff with 20 + years of service. Both have extensive knowledge of the respiratory industry.

Please let me know if you have any questions or concerns with our bid.

Thank you,

Amy Wyatt
Director HomePlus
22 Buffalo St.
Elkins, WV 26241





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
VNF1008

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 32 304-558-2544

VENDOR

*826100329 304-637-3172
 DAVIS HEALTH SYSTEM INC
 PO BOX 2629
 909 GORMAN AVENUE
 ELKINS WV 26241

SHIP TO

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY
 ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/25/2010				

BID OPENING DATE: 09/09/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		271-80		
RESPIRATORY CARE SERVICES & RELATED PRODUCTS OPEN-END CONTRACT TO PROVIDE RESPIRATORY CARE SERVICES AND RESPIRATORY CARE PRODUCTS FOR THE WEST VIRGINIA VETERANS NURSING FACILITY, CLARKSBURG, WV, PER THE ATTACHED SPECIFICATIONS AND BID FORM. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER 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. 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. 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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Amey White</i>	TELEPHONE 304-637-3630	DATE 9/8/10
TITLE Director	FEIN 550516937	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).



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 804-558-2544

VENDOR

*826100329 304-637-3172
 DAVIS HEALTH SYSTEM INC
 PO BOX 2629
 909 GORMAN AVENUE
 ELKINS WV 26241

SHIP TO

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY
 ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE PRINTED 08/25/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 09/09/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Amy White</i>	TELEPHONE 304-637-3630	DATE 9/9/10
TITLE Director	FEIN 550516937	ADDRESS CHANGES TO BE NOTED ABOVE

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



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PROPERTY

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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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Amy W. Pett</i>	TELEPHONE 304-637-3630	DATE 9/9/10
TITLE <i>Director</i>	FEIN 550516937	ADDRESS CHANGES TO BE NOTED ABOVE

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<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: JEAN JONES (32) -----</p> <p>RFQ. NO.: VNF1008 -----</p> <p>BID OPENING DATE: 9-9-2010 -----</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> <u>304-636-8524</u> -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p> <u>Amy Wyatt</u> -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Amy Wyatt</i>	TELEPHONE 304-637-8630	DATE 9/9/10
TITLE <i>Director</i>	FEIN 550516937	ADDRESS CHANGES TO BE NOTED ABOVE

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

RESPIRATORY CARE SERVICES BID SPECIFICATIONS & INSTRUCTIONS

PURPOSE

The *WV Veterans Nursing Facility* (hereinafter also referred to as *Agency* and/or *Facility*) is seeking bids from qualified Respiratory Care Providers (hereinafter also referred to as *Vendor*) to provide Respiratory Care Services. The following is to serve as instructions for potential bidders.

GENERAL INFORMATION

- A) 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.
- B) Bidders must complete all required spaces on the enclosed pricing pages (Bid Quotation Sheets). **Respiratory Labor Rates, Respiratory Supplies and Equipment and Maintenance Programs Schedule must be completed and submitted with bid.**
- C) Deliveries must be made during the hours of 8:00 a.m. – 3:00 p.m., Monday through Friday, except state and federal holidays.
- D) Successful bidders must be a registered vendor with the WV State Purchasing Division.

CONTRACT DETAIL

- A) Duties of the Respiratory Care Provider
 - 1) The Respiratory Care Provider will provide respiratory therapy-related services for residents of the facility during the term of agreement.
 - 2) Confidentiality
 - (a) Facility and Vendor acknowledge and agree:
 - (i) that the systems, methods, procedures, written materials and controls employed in the performance of this agreement are confidential and proprietary in nature
 - (ii) shall always remain the property of the parties
 - (iii) shall not, at any time in the future, be disclosed to the third parties, or utilized, distributed, copied or otherwise used by the parties or their employees or agents except as necessary to comply with legal or regulatory requirements.
- B) Services
 - 1) Services may include, but are not limited to the following:
 - (a) Assessment and diagnostic evaluation
 - (b) Maintain artificial airways
 - (c) Ventilator therapy
 - (d) Therapeutic use and monitoring of oxygen equipment
 - (e) Bronchial hygiene therapy

- (f) Pulmonary function tests/incentive spirometry/blood gas analysis
 - (g) Breathing retraining
 - (h) Patient education
 - (i) Oxygen and oxygen equipment
 - (j) Respiratory supplies and equipment
- 2) These services, hereinafter called *Respiratory Care Services*, will be provided for the residents of the Facility, as and to the extent prescribed by physicians licensed in the practicing state. Additionally, at the Facility's request, the vendor shall provide the Facility with any or all of the following services:
- (a) Vendor shall establish and assume administrative responsibility over the Facility's Respiratory Therapy Program (*RT program*). This RT program will include:
 - (i) assigning patient care activities to professional and nonprofessional therapy personnel
 - (ii) supervising and evaluating work performance and interpreting responsibilities and Facility policies
 - (iii) professional administration of all aspects of Respiratory Care Services at the Facility
 - (iv) in-service programs with respect to Respiratory Care Services
 - (v) attendance at Facility in-service programs with respect to Respiratory Care Services
 - (vi) attendance at Facility staff meetings upon request of the Facility
 - (vii) emergency consultation with respect to the administration of respiratory services
 - (b) Vendor shall assure
 - (i) execution of physicians' orders
 - (ii) oversee the maintenance of therapy records
 - (iii) assure the availability of supplies and equipment
 - (iv) conduct in-house rounds
 - (c) Vendor shall ensure that all therapists provided to Facility are qualified therapy personnel, licensed, registered or certified, as required by applicable provisions of state laws, rules and regulations.
 - (d) Vendor shall keep Facility fully informed of the performance of the RT program through periodic reports.
- C) Quality Assurance and Recordkeeping
- 1) Vendor shall ensure all documentation techniques provide accurate and appropriate recordkeeping according to applicable state and federal laws and regulations.
 - 2) Vendor shall provide ongoing quality assurance by periodic observation and critiquing of treatment sessions.
 - 3) Vendor shall provide consultation on reimbursement criteria.
 - 4) Vendor shall provide consultation in accordance with state and federal laws, standards, rules and regulations, on integrated treatment programs with nursing staff.
 - 5) Vendor shall provide coordination and education of related staff with regard to implementation of new treatment techniques and reimbursement for those procedures.
 - 6) Vendor shall devote such time as may be required in order to fulfill satisfactorily the requirements for services specified in this section.
 - 7) Vendor shall provide in-service programs to the Facility staff, as reasonably requested by Facility.

*WV Veterans Nursing Facility
Respiratory Care Services*

- 8) Vendor shall maintain all required records for Facility to obtain reimbursement for such services.
 - 9) Vendor shall provide all necessary records, charts and reports to Facility subject to such confidentiality requirements as pursuant to applicable laws, rules and regulations.
- D) Staffing
- 1) Vendor shall provide the Facility with the respiratory personnel necessary to provide the services. All respiratory personnel will be employees of the Vendor's company.
- E) Supplies and Equipment
- 1) Rates for these items are listed in Bid Quotation form labeled Supplies and Equipment Schedule (see attached).
- F) Maintenance Programs
- 1) Vendor shall provide the Facility with the respiratory personnel necessary to provide the maintenance programs as described in the Maintenance Programs Schedule. (see attached).
 - 2) The time required to provide this service will be independent of the time spent in providing the services described in Respiratory Labor Rates.
- G) Compensation for Services
- 1) The Facility will be billed at an hourly rate for any of the services which are requested by the Facility or prescribing physician.
- H) Personnel
- 1) Throughout the term of this agreement, the Vendor shall employ licensed, qualified personnel to work in the Facility.
 - 2) Hiring new employees and terminating existing Respiratory Care Personnel shall be the responsibility of the Vendor.
 - 3) The hiring process for Respiratory Care personnel shall include criminal background checks, pre-employment drug screening and PPD testing.
 - 4) Facility reserves the right to ask for an employee to be removed.
 - 5) Vendor employees must follow Facility conduct and ethics regulations and other applicable regulations as determined by applicable state and federal law and regulations.
 - 6) Vendor shall supply documentation of company hiring/termination, and orientation, as well as employee conduct policy and training documents to the facility, including grievance procedures, if any.
- I) Insurance
- 1) Vendor shall maintain general and professional liability insurance coverage with annual limits of not less than one million (\$1,000,000) per occurrence and three million (\$3,000,000) in the aggregate.
- J) Licenses
- 1) Vendor shall maintain, to the extent required, all licenses necessary for the provision of Respiratory Care Services under this agreement.

K) Duties of Facility

- 1) The WV Veterans Nursing Facility will carry out the following responsibilities during the term of the Respiratory Services Agreement.
- 2) Responsibilities
 - (a) Facility assumes overall administrative responsibility for services rendered.
- 3) Insurance
 - (a) Facility will maintain its own liability insurance coverage provided by BRIM (Board of Risk Insurance Management).
- 4) Confidentiality
 - (a) Facility and Vendor acknowledge and agree:
 - (i) that the systems, methods, procedures, written materials and controls employed in the performance of this agreement are confidential and proprietary in nature
 - (ii) shall always remain the property of the parties
 - (iii) shall not, at any time in the future, be disclosed to the third parties, or utilized, distributed, copied or otherwise used by the parties or their employees or agents except as necessary to comply with legal or regulatory requirements.
- 5) Cooperation
 - (a) Facility shall immediately report to Vendor any personnel or clinical problems associated with Respiratory Care Services it becomes aware of, and shall cooperate fully with Vendor in the investigation of such problems and of problems independently uncovered by or reported to Vendor.

MAINTAINANCE PROGRAMS

CONCENTRATORS

Quarterly Maintenance

The Vendor will follow the manufacturer's suggested maintenance schedule that includes, but is not limited to the following:

- Analyze concentrator to assure unit is producing the percentage of oxygen specified by the manufacturer.
- Tag unit with the results including the date, hours, and purity.
- Test flow rate for accuracy (within + or - 0.5 LPM).
- Clean unit with disinfectant.
- Test *disconnect alarm* to assure proper activation in case of power failure.
- Examine electrical cord for loose or frayed wires.
- Inspect the case and power cord for any damage, loose or broken ground plugs.
- Remove, clean, and replace side air take filter.
- Provide documentation for state inspections.
- Replace filters.
- Document the test on MAINTENANCE FORM.

SUCTION MACHINES

Quarterly Maintenance

The Vendor will follow the manufacturer's suggested maintenance schedule that includes, but is not limited to the following:

- Inspect the case and power cord for any damage, loose or broken ground plugs.
- Inspect filter intake (replace if occluded).
- Check vacuum gauge to assure needle is on zero in the off position.
- Turn unit on, the needle should continue to increase when end of hose is occluded.
- Clean unit with disinfectant. Fill out the Preventive Maintenance. Tag with your initials and the date next inspection is due.
- Document the test on SUCTION MAINTENANCE FORM.

NEBULIZER

Quarterly Maintenance

The Vendor will follow the manufacturer's suggested maintenance schedule that includes, but is not limited to the following:

- Inspect the case and power cord for any damage, loose or broken ground plug.

- Inspect intake filter (replace if occluded).
- Connect Oxygen Flow Tester to outlet connector. Unit must be at 8 LPM to pass.
- Clean unit with disinfectant.
- Fill out the Preventative Maintenance Tag with your initials and the date next inspection is due.
- Document the test on NEBULIZER MAINTENANCE FORM

Respiratory Labor Rates, Supplies and Equipment Schedule Bid Quotation Form
 Charges are according to schedule by the *Each, Day, Month, etc.*

**** ALL ORDER QUANTITIES ARE ESTIMATED AND FOR BIDDING PURPOSES ONLY*****

DESCRIPTION	Hourly Rate	Estimated Usage	Unit Price	Amount
Equipment Technician	Hourly Rate	25 Hours	45.00	1,125.00
Respiratory Therapist	Hourly Rate	200 Hours	85.00	17,000.00
Emergency Call-Out	Hourly Rate	10 Hours	300.00	3,000.00
Supplies				
ABG Kit	Each	25	N/A	
Aerochamber	Each	50	9.38 each	469.00
Aerosol Face Mask	Each	200	.55 each	109.00
Aerosol Tubing, 6ft	Each	200	.98 each	196.00
Bacteria Filter	Each	100	5.00 each	500.00
Drain Bag/Water Trap	Each	100	1.75 each	175.00
Drain Sponge, 4x4	Each	100	.16 each	16.00
E-Z Wrap	Each	50	.77 each	38.50
Humid. Bottle, 340 ml	Each	150	2.92 each Pre Filled	437.50
Humid. Bottle, 650 ml	Each	50	Not Available.	
Incentive Spirometer	Each	125	9.00 each	1,125.00
Inner Cannula, Shiley	Each	200	5.85 each	1,170.00
Jet Neb, 760 ml	Each	100	10.50 each	1,050.00
Manual Resuscitator	Each	200	11.90	2,380.00
NaCl, 3 cc Unit Dose	Each	200	.32 each	64.00
Nasal Cannula	Each	200	.49 each	98.00
Non-Rebreather Mask	Each	225	1.35	303.75
Nebulizer Kit	Each	200	1.19 each	238.00
O ₂ Tube Connector	Each	150	1.33 each	199.50
O ₂ Tubing, 7 ft	Each	100	.45 each	45.00
Passy Muir Valve	Each	125	136.00 each	20,400.00
Respiratory Exerciser	Each	125	Incentive Spirometer	
Sputum Trap	Each	100	N/A	
Suction Bottle w/Lid	Each	100	8.94 each	89.40
Suction Catheter Kit	Each	50	3.45 each	172.50
Suction Tubing, 6 ft	Each	50	2.00 each	100.00
Trach Care Cleaning Kit	Each	200	7.50 each	1,500.00

DESCRIPTION	Each	Estimated Usage	Unit Price	Amount
Trach Mask (Collar)	Each	150	2.71 each	406.50
Trach Tubes, Shiley Cuffed	Each	150		
Trach Tube Holder	Each	150	61.75sch	9,262.50
Treatment Bag	Each	150	4.42 each	663.00
Yankauer Suction Tip	Each	150	N/A	
BiPAP/CPAP Tubing	Each	100	4.91 each	736.50
BiPAP Mask	Each	100	7' 37.00 each	3700.00
BiPAP Whisper Swivel	Each	100	200.00 FF	20,000.00
Headgear	Each	100	15.00 each	1,500.00
Flutter Valve Mucous Clearing Device	Each	125	45.00 each	5,625.00
Nipple and Nut	Each	250	N/A	
Ballard Suction Catheter	Each	100	N/A	
Pressure line Adapter	Each	100	3.45 each	345.00
Suction Catheter Only	Each	100	N/A	
Aerosol T Adapter	Each	100	4.91 each	491.00
Vent Adaptor	Each	100	5.00 each	500.00
Vent Circuit Single	Each	120	N/A	
Cannula 25ft with Tubing	Each	120	9.90 each	1,188.00
Cannula 14ft with Tubing	Each	50	1.82 each	91.00
Adaptor 15x22 mm	Each	50	1.05 each	52.50
Oxygen Mask Simple	Each	50	2.00 EA	1,000.00
		100	.85	84.00
Rentals				
E Medium Volume Compressor	Month	75		
E Neb. Compressor (Pulmo Aide)	Month	50	21.14 EA	1,057.00
E O ₂ Concentrator	Month	40	21.14 EA	1,057.00
Pulse Oximetry	Day	5	125.00	500.00
E Suction Machine	Month	100	50.00	2,500.00
E BiPap-S	Month	50	30.00	3,000.00
E CPAP	Month	25	230.00	11,500.00
E or H Stand	Day	50	85.00	2,125.00
E or H Regulator	Day	75	N/C	
EKG Test	Each	50	.75	36.25
			N/A	

	DESCRIPTION		Estimated Usage	Unit Price	Amount
Oxygen (O ₂)					
	E-Cylinder/Grab and Go Refill	Each	50	10.00	500.00
	H-Cylinder Refill	Each	50	50.00	2500.00
	E-Cylinder Rental	Month	250	.12	30.00
	H-Cylinder Rental	Month	50	.15	7.50
	Grab and Go Cylinder Rental	Month	50	.12	6.00
Quarterly Maintenance					
	Concentrators (See Below)	Quarterly Rate	45	20.00	900.00
	Suction Machines (See Below)	Quarterly Rate	120	15.00	1800.00
	Nebulizer (See Below)	Quarterly Rate	50	10.00	500.00
	GRAND TOTAL OF ALL ITEMS				

Rev 09/08

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: Home Plus
Date: 9/9/10

Signed: Amy Wyatt
Title: Director

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

VNF1008

RFQ No. _____

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 owned 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 instrumentality 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: HomePlus

Authorized Signature: Amy Wyatt Date: 9/7/10

State of WV

County of Radolph, to-wit:

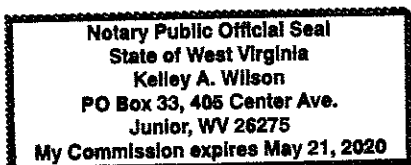
Taken, subscribed, and sworn to before me this 9 day of Sept, 2010.

My Commission expires May 21, 2020

AFFIX SEAL HERE

NOTARY PUBLIC

Kelley A. Wilson





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: VNF1008

PAGE: 1

BUYER 32
 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF VETERANS AFFAIRS
 VETERANS NURSING FACILITY
 ONE FREEDOMS WAY
 CLARKSBURG, WV
 26301 304-627-2415

DATE POSTED	NUMBER OF BIDS	RFQ NO.	RFQ NO.	RFQ NO.
08/31/2010				
BID OPENING DATE: 09/09/2010		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	U/P	UNIT PRICE	AMOUNT
0001	1	LS	271-80	
ADDENDUM #01 THIS ADDENDUM IS ISSUED TO ANSWER QUESTIONS REGARDING THE SPECIFICATIONS, AS PER THE ATTACHED DOCUMENT. NOTE: NO ADDITIONAL QUESTIONS WILL BE ACCEPTED OR ACKNOWLEDGED RESPIRATORY CARE SERVICES & RELATED PRODUCTS EXHIBIT 10 REQUISITION NO.: 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 NO. 2 NO. 3				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Andy Wyatt* TELEPHONE: 304-637-3630 DATE: 9/9/10
 TITLE: Director FEIN: 550516937 ADDRESS CHANGES TO BE NOTED ABOVE

IF BIDDING TO BE 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:
VNF1008

PAGE:
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 32
804-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

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
08/31/2010				

BID OPENING DATE: 09/09/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <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><i>Amy White</i>..... SIGNATURE</p> <p><i>HomePlus</i>..... COMPANY</p> <p><i>9/9/10</i>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE DATE

WV Veterans Nursing Facility
VNF1008
Addendum #1

- Question #1 Are the Respiratory Company required to have an office in the Clarksburg area?
- Answer: No
- Question #2 Please briefly describe the services required for the special needs veterans of 20 beds referenced on page 5.
- Answer: The Special Needs wing is for dementia residents. The services will be the same for this unit as the other three.
- Question #3 Can the vendors obtain a copy of the existing contract or view previous contracts via the web site?
- Answer: We have a web site but it is not used for purchasing purposes. This is our first contract. We have temporary services at this point.
- Question #4 How many staff members are currently performing the listed activities or actual FTE's?
- Answer: At this point 1 – contracted individual.
- Question #5 Are the concentrators, suction machines and nebulizers owned by the VA or facility?
- Answer: The facility is a separate entity and not part of the VA. The equipment is owned by the facility.
- Question #6 On page 11 – Respiratory labor rates of estimated usage was it for weeks or months?
- Answer: It is a yearly figure, it is only estimated.
- Question #7 On page 11 – the quantity of supplies is for months?
- Answer: It is a yearly figure, it is only estimated.
- Question #8 On page 12, the rentals are they all provided by the vendor? What does the letter "E" indicated in column one stand for?
- Answer: The rentals are provided by the vendor. The "E" indicates each for monthly rental.

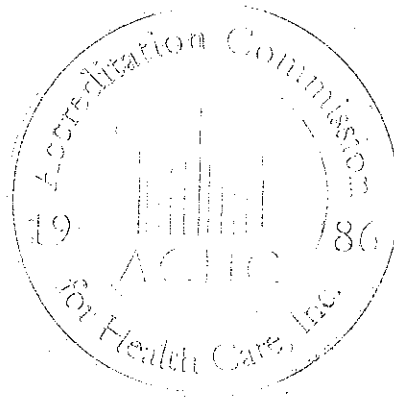
Accreditation Commission for Health Care, Inc.

Certifies that

HomePlus
Buckhannon, West Virginia

has demonstrated a commitment to providing quality care & services
to consumers through compliance with ACHC's nationally recognized
accreditation standards & is therefore granted accreditation

From July 8, 2009 through July 7, 2012



Thomas E. Cesar
President

Richard M. Wetherell
Board Chair

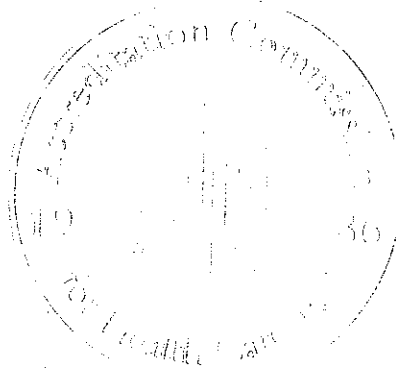
Accreditation Commission for Health Care, Inc.

Certifies that

HomePlus
Elkins, West Virginia

has demonstrated a commitment to providing quality care & services
to consumers through compliance with ACHC's nationally recognized
accreditation standards & is therefore granted accreditation

From July 8, 2009 through July 7, 2012



Thomas E. Cesar
President

Richard M. Wetherell
Board Chair

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**HEALTH FACILITIES INCORPORATED
DBA BUCKHANNON HOME PLUS
1 TRADERS ALY
BUCKHANNON, WV 26201-2781**

BUSINESS REGISTRATION ACCOUNT NUMBER: 2222-0595

This certificate is issued on: **06/9/2010**

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with W.Va. Code § 11-12.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

2009

WEST VIRGINIA
STATE TAX DEPARTMENT

2011

**BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**HEALTH FACILITIES INCORPORATED
DBA DAVIS HOMEPLUS
22 BUFFALO ST
ELKINS, WV 26241-3903**

BUSINESS REGISTRATION ACCOUNT NUMBER: 1035-4742

This certificate is issued for the registration period beginning: July 1, 2009

This certificate is valid until: June 30, 2011

*This business registration certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12 of the West Virginia Code.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

**This certificate is not transferrable and must be displayed at the location for which issued.
ENGAGING IN BUSINESS WITHOUT CONSPICUOUSLY POSTING A WEST VIRGINIA BUSINESS
REGISTRATION CERTIFICATE IN THE PLACE OF BUSINESS IS A CRIME AND MAY SUBJECT YOU
TO FINES PER W. VA. CODE § 11-9.**

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.