



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
MMB12033

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 MILDRED MITCHELL-BATEMAN
 HOSPITAL
 1530 NORWAY AVENUE
 HUNTINGTON, WV
 25705 304-525-7801

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/12/2011				

BID OPENING DATE: 08/25/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE 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.: MMB12033						
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						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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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BID OPENING DATE: 08/25/2011 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>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p>						

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ADDENDUM #1 MMB12033

QUESTION #1

Vendor understands that the volume is estimate, however, the quantities listed of 200 each seems excessive. Could a more accurate volume for these items be provided?

ANSWER #1

The estimation figure of 200 is an estimation based upon a yearly consumption not monthly. Supply and demand can fluctuate according to the medical conditions of our patients admitted. EX: Last month (July) and so far this month we have stayed steady with as high as 11 patients utilizing C-pap machines on the same day.

QUESTION #2

Does the 104 hours reflect the actual or the average number of hours being billed monthly for each item?

ANSWER #2

Average

QUESTION #3

Can you provide the average number of hours per day that the Respiratory therapist is spending on site?

ANSWER #3

We prefer not to set it at an average since the census changes so frequently. We are allowing for them to be at the hospital for 8 hours with maintenance issues, however if they are setting machines it will only be for the time needed to prepare the machines for patient use or repairs.

QUESTION #4

Is this the actual number (104 hours) of 8 hour days utilized over the last year? If not 8-hours, how many hours per each day?

ANSWER #4

This is an approximate number of hours (104) per month. Averaging 3.25 days per week when census is high and/or patients admitted have chronic respiratory related conditions.

QUESTION #5

Does the facility own any respiratory –related equipment that would need to be maintained by vendor? If so, what types? What quantities?

ANSWER #5

MMBH shall be responsible for the care and maintenance of MMBH owned equipment.

ADDENDUM #1 MMB12033

QUESTION #6

Can you provide the number of patients that are billed monthly by the vendor to third party payers instead of MMBH?

ANSWER #6

We are currently paying for all rentals. Our vendors are not currently billing third party payers re: rentals. This is one of the reasons we are seeking a contract with a Respiratory Agency.

QUESTION #7

Is it permissible for the vendor to use a subcontractor to bill third party payers?

ANSWER #7

No.

QUESTION #8

There are numerous disposable supplies required with ea trachea humidification equipment including, but not limited to: Trach Masks, Jet Nebulizers, Corrugated Tubing, Water Traps, Trach Ties, T-Adapters, etc. Some items are changed daily; some are changed monthly or as-needed. The single, line itemization does not allow for that detail. How would the state like that detail provided? Or, is it the intention of the facility that the vendors provide the initial set-up and the facility to provide the supplies?

ANSWER #8

For bidding purposes, we have revised the cost sheet to allow for the different items that may be needed during the contract.

Vendor must provide complete initial set up consisting of equipment and supplies needed to properly operate machine at the time of requested delivery; however it is the intent of the hospital to provide disposable supplies as they are needed after initial set up.

WV-36 (Rev. 01/01/07)

**STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET**

Page ___ of ___ Pages		Requisition / P.O. No.: MMB12033
File: RW22	Acct. No.: 5156-2012-2927-335-030 PROJ 3119	
Spending Unit: WVDHHR/BHMF/MMBH		

Vendor: _____ P.O. Date: _____

Item No.	Quantity	Description	Unit Price	Amount
		COST SHEET		
		Quantities are estimates and are only for bidding purpose.		
		MONTHLY RENTAL EQUIPMENT:		
#1	10 EA	OXYGEN CONCENTRATORS		
#2	10 EA	AUTO CPAP WITH HEATED HUMIDIFICATION (CONTINUOUS POSITIVE AIRWAY PRESSURE)		
#3	10 EA	BI-PAP WITH HEATED HUMIDIFICATION (BILEVEL POSITIVE AIRWAY PRESSURE)		
#4	10 EA	CPAP WITH HEATED HUMIDIFICATION (CONTINUOUS POSITIVE AIRWAY PRESSURE)		
#5	2 EA	TRACHEA HUMIDIFICATION EQUIPMENT		
		SUPPLIES:		
#6	200 EA	CPAP (CONTINUOUS POSITIVE AIRWAY PRESSURE) NASAL MASK WITH HEAD GEAR		
#7	200 EA	CPAP (CONTINUOUS POSITIVE AIRWAY PRESSURE) FULL FACE WITH HEAD GEAR		
#8	200 EA	CPAP (CONTINUOUS POSITIVE AIRWAY PRESSURE) TUBING		
#9	5 EA	TRACH MASKS		
#10	5 EA	JET NEBULIZERS		
#11	5 EA	CORRUGATED TUBING		
#12	5 EA	WATER TRAPS		
#13	5 EA	TRACH TIES		
#14	5 EA	T- ADAPTERS		
		SERVICES:		
#15	104 HR	HOURLY CHARGES FOR SERVICES - MONDAY THRU FRIDAY 9 A.M. - 5 P.M.		
#16	104 HR	HOURLY CHARGES FOR SERVICES - WEEKENDS AND/OR HOLIDAYS 9 A.M. - 5 P.M.		
#17	104 HR	HOURLY CHARGES FOR SERVICES - AFTERHOURS AND EMERGENCIES (AFTER 5 P.M.)		

WV-38 (Rev. 01/01/07)

**STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET**

Page <u> </u> of <u> </u> Pages		Requisition / P.O. No: MMB12033
File: RW22	Acct. No.: 5156-2012-2927-335-030 PROJ 3119	
Spending Unit: WVDHHR/BHHF/MMBH		

Vendor: _____ P.O. Date: _____

Item No.	Quantity	Description	Unit Price	Amount
#18	156 DAYS	DAILY CHARGES FOR SERVICES PROVIDED FOR 8 HOURS - MONDAY THRU FRIDAY 9.AM. - 5 P.M.		
		GRAND TOTAL		
		BIDS SUBMITTED BY: _____		
		SIGNATURE: _____		
		COMPANY: _____		
		DATE: _____		