

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 WEH12041 1

ROBERTA WAGNER \$04-558-0067

ADDRESS CORRESPONDENCE TO ATTENTION OF:

RFQ COPY TYPE NAME/ADDRESS HERE

HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET Ţ WELCH, WV 24801

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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.html 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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Department of Administration
Purchasing Division
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REQUEST FOR QUOTATION STATE OF WEST VIRGINIA

Department of Health and Human Resources
Welch Community Hospital
WEH12041 Service Support for Medical Equipment

GENERAL INFORMATION

Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital, "Agency" is soliciting Quotations to provide a service support agreement on medical equipment for Welch Community Hospital.

Project:

The mission or purpose of this project is to provide a service support agreement on medical equipment for Welch Community Hospital.

OPERATING ENVIRONMENT

Location:

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

Background:

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

PROCUREMENT SPECIFICATIONS

General Requirements

The mission/purpose of this project is to provide a service/support agreement for medical equipment. Agreement is to include on-site equipment repairs and scheduled preventative maintenance (PM's) which are factory recommended. This must include labor and travel.

Repair parts will be provided by the vendor with a predetermined mark-up as indicated on the cost sheet. (Not to exceed 10 %.) Though there is no guarantee that corrective maintenance work will be required, as a basis for providing this bid, the vendor may assume that a total of seventy-five (75) hours will be used, along with materials costing an estimated \$3,000.

Scope of Work:

The vendor is to quote providing of service support for medical equipment at Welch Community Hospital, more specifically, vendor shall include, but not be limited to the following requirements:

- 1. Vendor shall provide routine coverage from 8:00 a.m. to 5:00 p.m. (excluding holidays).
- 2. Vendor shall have the ability if needed, to provide on-site corrective maintenance after hours, weekends, and holidays as needed.
- The vendor must ensure that a local engineer/technician is available to provide onsite service within 4 hours of receiving a service call. The vendor will be certified for equipment listed.
- 4. Vendor shall provide technical support via phone 24 hours per day 7 days per week.
- 5. The vendor must complete PM's on a monthly and/or bi-annual basis for the specified medical equipment as recommended by the manufacturer.
- 6. When equipment becomes inoperable due to mechanical failure, vendor is required to provide repairs. Should this be required the contractor agrees to provide corrective maintenance at the hourly rate as indicated on cost sheet.
- 7. The vendor must provide the hospital with copies of all maintenance service reports and other documents that describe the actual maintenance work performed on each item on equipment list. If maintenance is needed after normal business hours from 5 p.m. to 8 a.m. or on holidays, the hourly rate will be indicated on cost sheet attached.
- 8. Services provided shall meet JCAHO (Joint Commission on the Accreditation of Healthcare Organizations) compliance (www.jointcommission.org).
- 9. Hospital will notify vendor in advance if new equipment (equipment that may be purchased after the date of the contract and added only after new equipment warranty has been exhausted) is to be added to the equipment list. Pricing of any equipment added will be of mutual agreement between the vendor and the hospital via change orders and proper documentation of such.
- 10. Equipment deleted from service agreement prior to the expiration of agreement will be removed by mutual agreement by vendor and hospital, and the contract amount will be reduced by the amount allotted for the equipment, prorated from the date of removal.

- 11. If it is determined that a piece of equipment has reached the end of it's service life, the vendor must notify the hospital in writing. The facility will then evaluate retirement of the equipment. After notification from the vendor and evaluation, if the hospital desires the piece of equipment to remain in service it will be maintained and repaired on a time and material basis.
- 12. Vendor must have Worker's compensation insurance and general liability with an amount of at least \$1,000,000.00 C.S.L. (combined single limit), since they are working on-site.
- 13. Payment will be made to the vendor on a monthly basis, in arrears for service.
- 14. Contract will be awarded to the lowest grand total bid meeting specifications.
- 15. Successful bidder must be a registered vendor with the WV State Purchasing Division and the Secretary of States Offices, and any other entity that is required by West Virginia State Code including but not limited to section 21-11-2.
- 16. 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 original contract and shall be limited to two (2) one (1) year periods.

WEH12041 Service Support Agreemnt for Medical Equipment

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Alaris	Welch Allyn wall mounted otoscopes	Welch Allyn wall mounted otoscopes	Welch Allyn wall mounted otoscopes	Siemens telemetry transmitter	Amsco	Steris																												
Н	1	П	1	1	1	1	Н	П	Н	Н	7	Н	Н	Н	Н	Н	Н	Н	Н	Н	Н	Н	17	7	7	\vdash	1	٦	Н	Н	Н	Н	Н	П
137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171

	\$ Annual Parts Cost Estimate:	\$
0116302-01 6039851 6049469 AMRJ03017 AMRJ02634 414803191 SBE 06272649PR SBE 06292854PR BEON00363 Total \$	Hourly Rate:	\$
Steam Sterilizer Cardiocap/5 Monitor Cardiocap/5 Monitor Aestiva/5 Anesthesia Machine Aestiva/5 Anesthesia Capine Warming Cabinet-dual compartment Fetal Monitor Fetal Monitor Infant Incubator 304-3256-910	For evaluation purposes only Costs: 75 hrs. Estimated Technician Rate for corrective maintenance work, for evaluation purposes only. This is an estimate only and actual hours needed at the facility will be provided by the successful bidder, whether it be more or less. This hourly rate will remain firm for the life on the contract. For evaluation purposes only Estimated \$3,000.00 in parts at cost x% percentage mark-up = This is an estimate only and the actual cost amount for parts needed for repairs will be provided by the successful bidder, whether it be	
Steris Datex-Ohmeda Datex-Ohmeda Datex-Ohmeda Datex-Ohmeda Amsco GE GE	For evaluation purposes only Costs: 75 hrs. Estimated Technician Rate for corrective maintenance work, for evaluation purposes only. This is an estimate only and actual hours needed will be provided by the successful bidder, whethe less. This hourly rate will remain firm for the life of the evaluation purposes only Estimated \$3,000.00 in parts at cost x % per This is an estimate only and the actual cost amou for repairs will be provided by the successful bidd more or less.	Rate for after normal business hours = Rate for weekends= Rate for holidays+

 Contract will be awarded to the lowest grand total bid meeting specifications.

Vendor Name:

Date:

Vendor Signature

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.

Date		Title:
Bidde	er:	Signed:
and o	courate in all respects; and that if a contract is it	Code, §61-5-3), Bidder hereby certifies that this certificate is true ssued to Bidder and if anything contained within this certificate otify the Purchasing Division in writing immediately.
autho the re deem	rizes the Department of Revenue to disclose to the Dire quired business taxes, provided that such information ed by the Tax Commissioner to be confidential.	any reasonably requested information to the Purchasing Division and octor of Purchasing appropriate information verifying that Bidder has paid a does not contain the amounts of taxes paid nor any other information
requir again or dec	ements for such preference, the Secretary may order st such Bidder in an amount not to exceed 5% of the b lucted from any unpaid balance on the contract or pure	
6.	Bidder is a resident vendor who is a veteran of the purposes of producing or distributing the commodition continuously over the entire term of the project, on residents of West Virginia who have resided in the	United States armed forces, the reserves or the National Guard, if, for es or completing the project which is the subject of the vendor's bid and average at least seventy-five percent of the vendor's employees are state continuously for the two immediately preceding years.
5.	Bidder is an individual resident vendor who is a vetera and has resided in West Virginia continuously for submitted; or,	reference who is a veteran for the reason checked: an of the United States armed forces, the reserves or the National Guard the four years immediately preceding the date on which the bid is
4. ——		sions (1) and (2) or subdivision (1) and (3) as stated above; or,
3.	affiliate or subsidiary which maintains its headquar minimum of one hundred state residents who certificate employees or Bidder's affiliate's or subsidiary's employees for the two years immediately preceding the subsidiary of the two years immediately preceding the subsidiary of the two years immediately preceding the subsidiary of th	im of one hundred state residents or is a nonresident vendor with an ters or principal place of business within West Virginia employing a es that, during the life of the contract, on average at least 75% of the ployees are residents of West Virginia who have resided in the stateing submission of this bid; or,
2.	working on the project being bid are residents of Wes immediately preceding submission of this bid; or,	g the life of the contract, on average at least 75% of the employees at Virginia who have resided in the state continuously for the two years
	preceding the date of this certification; or,	or subsidiary which employs a minimum of one hundred state residents of place of business within West Virginia continuously for the four (4)
y 	business continuously in West Virginia for four (4) ye	ident vendor and has maintained its headquarters or principal place of ars immediately preceding the date of this certification; or 80% of the dual, partnership, association or corporation resident vendor who has usiness continuously in West Virginia for four (4) years immediately
1.	Application is made for 2.5% resident vendor pro Bidder is an individual resident vendor and has reside	eference for the reason checked: d continuously in West Virginia for four (4) years immediately preced-

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

RFQ No. WEHIZO41

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 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 exceed 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:			
Authorized Signature:		_ Date:	
State of			
County of, to-wit:			
Taken, subscribed, and sworn to before me this da	y of		, 20
My Commission expires	, 20		
AFFIX SEAL HERE	NOTARY PUBLIC		