



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
VET07008

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE
304-558-0492

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Stryker Medical
6300 Sprinkle Rd.
Kalamazoo, MI 49001-9799
Attn: Mike Williams

SHIP TO

DIVISION OF VETERANS AFFAIRS
ATTENTION: C. PRATHER
SUITE 101
1321 PLAZA EAST
CHARLESTON, WV
25301-1400 558-3661

DATE PRINTED 02/05/2007	TERMS OF SALE <i>net 30 days</i>	SHIP VIA <i>truck to facility</i>	F.O.B. <i>Fob origin</i>	FREIGHT TERMS <i>freight + insurance prepaid</i>
BID OPENING DATE: 02/22/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	120	EA		420-32	\$ 396.80	\$47,616.00
<p>OVERBED TABLES (PER THE ATTACHED SPECIFICATIONS)</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING</p>						

RECEIVED

2007 FEB 20 P 1:30

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 3046342667	DATE 2-19-07
TITLE WV Acct Mgr	FEIN 382902424	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30
6. Payment may only be made after the delivery and acceptance of goods or services
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



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**Stryker Medical
 6300 Sprinkle Rd.
 Kalamazoo, MI 49001-9799
 Attn: Mike Guilliams**

SHIP TO

**DIVISION OF VETERANS AFFAIRS
 ATTENTION: C. PRATHER
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BID OPENING DATE: 02/22/2007		BID OPENING TIME 01:30PM		

prepaid

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mike Guilliams</i>	TELEPHONE 304-634-2667	DATE 2-19-07
TITLE WV Acct mgr	FERN 382902424	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <i>Stryker Medical</i></p> <p>DATE: <i>2-19-07</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE *304-634-2667* DATE *2-19-07*

TITLE *WV Acct Mgr* FEIN *382902424* ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SIGNED: <i>Mike Guilliams</i></p> <p>TITLE: <i>WV Account Manager</i></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 41</p> <p>RFQ. NO.: VET07008</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mike Guilliams</i>	TELEPHONE <i>304-634-2667</i>	DATE <i>2-19-07</i>
TITLE <i>WV Acct Mgr</i>	FEIN <i>382902424</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: 02/22/2007	BID OPENING TIME 01:30PM			

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE AND TIME PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- <i>304-562-8526</i> ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- <i>Mike Guilliams</i> ----- ***** THIS IS THE END OF RFQ VET07008 ***** TOTAL: <u><i>\$47,616.00</i></u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE *304-634-2667* DATE *2-19-07*
 TITLE *WV Acct Mgr* FEIN *382902424* ADDRESS CHANGES TO BE NOTED ABOVE

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SPECIFICATIONS

The West Virginia Division of Veterans Affairs, WV Veterans Nursing Facility .

Overbed Table

Total Approx. Quantity: 120

Shall meet the following:

Tru-Fit tm Overbed Tables or approved equal:

Color

FINE OAK

Model

Single-top without vanity (part# 3150-000-001)

Height

High – 43 75" (111 cm)

Low – 27" (69 cm)

Weight Capacity

75lbs (34 kg) 25 lbs safe working load

Weight

43 lbs (20 kg)

Overall Table Top

Length 31" (79 cm)

Width 17 5" (44 cm)

Base

Height 2 2" (5.6 cm)

Length 32" (81 cm)

Width 21 25

Caster Diameter

1.46" (3.7 cm)

Added Accessory

Storage Compartment

Part #3151-050-001

Weight Capacity 40 lbs (18kg)

Total Unit With Storage Compartment

Weight 68 lbs (31 kg)

Length/Width 42 75" x 17.5" (109 cm x 49 cm)

Warranty

One year parts and labor

General Notes:

- **General Conditions:** Please confirm pricing before final order. Pricing is to include freight, sales tax (if applicable) and installation. Installation is to include uncrate, assemble, if required, and remove debris. Replace or repair damaged items. Schedule and coordinate deliveries to avoid interference with owner's operation
- **Schedule:** The scheduled for receipt of these items shall be not earlier than March 1, 2007 and no later than March 30, 2007, and shall be subject to a specific delivery date and on – site location established with the administrator of his designee. Items capable of being shipped via USPS, FedEx, UPS or other carrier shall be announced in the vendor's proposal. The delivery address shall be stated in the notification of acceptance. The awarded vendor shall be responsible for sending confirmation of the time and place of delivery, pre-delivery check lists, service manuals, product user manuals and in-service training aids as required to the Nursing Home 30 days prior to scheduled delivery. A pre-delivery meeting will be scheduled if needed. Pre-delivery meeting(s) will visit and confirm the drop off point and the date and delivery of these items and any other clarification required.

Quotation



Mike Guilliams
Account Manager

Tru-Fit™ Overbed Table

Phone : 304-634-2667
Fax : 303-562-8526
Voice Mail Ext. : 800-669-4968 x8744
E-Mail : michael.guilliams@stryker.com

Quote Date:
February 19 2007

Stryker Medical Division-2007

Customer : West Virginia Veterans Nursing Home
Tom McGraw
1 Freedom Way
Clarksburg, WV 26301
304-627-2415 x5206

1 year parts, labor & travel

<u>QTY</u>	<u>DESCRIPTION</u>	<u>PART NO.</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
120	Single-Top Overbed Table w/o Vanity	3150-000-001	\$243.04	\$29,164.80
120	Storage compartment single top w/o vanity	3151-050-001	\$153.76	\$18,451.20
120	Fine Oak	3150-098-442	N/C	\$0.00

Subtotal	\$396.80	\$47,616.00
Sales Tax		0.000%
TOTAL PRICE		\$47,616.00

*Note: Fire Barrier proves compliance with California Technical Bulletin 129 and NFPA Life Safety Code 101

Terms: Net 30 days. Terms are FOB Origin with all shipping and insurance costs, including any special deliveries, prepaid by Stryker and will be invoiced to Customer. In the event of damaged, lost or missing shipments, Stryker will provide the following remedies at the option of Customer: (a) promptly issue a full credit of the purchase price to Customer; or (b) promptly ship replacement product.

Order Change Fees: Any orders changed or cancelled after being entered will incur a change fee of 25% of the total purchase order price plus all other costs incurred by Stryker. Any changes made within 4 weeks of the quoted delivery or after delivery, as well as any special or modified items that are changed any time after being entered, will incur a fee of 65% of the total purchase order price plus all other costs incurred by Stryker. Lead times may be lengthened to accommodate changes and/or expedite fees may apply.

Tru-Fit™ Overbed Tables



Split-top Overbed Table

Low-profile, U-shaped base provides maximum versatility

Infinite adjustments between low and high heights

High-impact polystyrene cover protects the base and conceals the casters

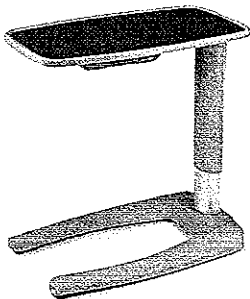
Dura-Edge™ protects the table and contains spills

Available with vanity compartment and acrylic mirror

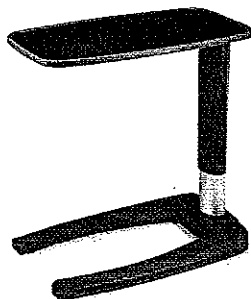
Storage compartment option provides additional storage space

A True Fit For Every Patient Room

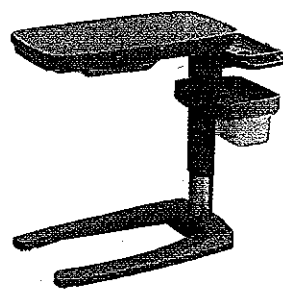
The sleek design of the award-winning Tru-Fit™ Overbed Table easily slides under beds, stretchers and mobile recliners. Available in several laminate and base colors, Stryker's single-top and split-top overbed tables coordinate with any room décor



Single-top With Vanity



Single-top Without Vanity



Split-top With Storage Compartment
(available on split-top or single-top)



Split-top Overbed Table



Single-top With Vanity



Single-top Without Vanity



Split-top With Storage Compartment

Medical

3800 E. Centre Ave
Portage, MI 49002
t: 269 329 2100 f: 269 329 2311
toll free: 800 787 9537

www.stryker.com

Standard Features

- 1.46" (3.7 cm) diameter twin swivel casters
- Durable high-impact polystyrene base cover
- Height adjustment to 43 75" (111 cm)
(single-top only)
- Height adjustment to 45.5" (116 cm)
(split-top only)
- Infinite adjustments between low and high heights
- Anodized aluminum column
- Tabletop with Dura-Edge™
- Secondary laminate top (split-top only)
- Storage vanity with acrylic mirror

Specifications

Model	Single-top Without Vanity Part #3150-000-001	Single-top With Vanity Part #3150-000-002	Split-top With Vanity Part #3150-000-003
Height			
High	43.75" (111 cm)	43.75" (111 cm)	45.5" (116 cm)
Low	27" (69 cm)	27" (69 cm)	29" (74 cm)
Weight Capacity*	75 lbs (34 kg)	75 lbs (34 kg)	75 lbs (34 kg)
Weight	43 lbs (20 kg)	50 lbs (23 kg)	61 lbs (28 kg)
Overall Table Top			
Length	31" (79 cm)	31" (79 cm)	31" (79 cm)
Width	17.5" (44 cm)	17.5" (44 cm)	17.5" (44 cm)
Base			
Height	2.2" (5.6 cm)	2.2" (5.6 cm)	2.2" (5.6 cm)
Length	32" (81 cm)	32" (81 cm)	32" (81 cm)
Width	21.25" (54 cm)	21.25" (54 cm)	21.25" (54 cm)
Caster Diameter	1.46" (3.7 cm)	1.46" (3.7 cm)	1.46" (3.7 cm)
Storage Compartment Part #3151-050-001			
Weight Capacity	40 lbs (18 kg)	40 lbs (18 kg)	41 lbs (19 kg)
Total Unit With Storage Compartment			
Weight	68 lbs (31 kg)	75 lbs (34 kg)	86 lbs (39 kg)
Length/Width	42 75" x 17.5" (109 cm x 49 cm)	42 75" x 17.5" (109 cm x 49 cm)	42 75" x 17.5" (109 cm x 49 cm)

*25 lbs safe working load

Stryker reserves the right to change specifications without notice
Furniture is manufactured exclusively for Stryker Medical.

Warranty

- One year parts and labor

Optional Features

- Choose from seven standard laminates and four standard base/Dura-Edge colors
- Storage compartment

Custom Capabilities

- Custom capabilities available — please contact your Stryker sales representative

A F F I D A V I T

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 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.

LICENSING:

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

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Stryker Medical

Authorized Signature: [Signature] Date: 2-19-07