



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
 WEH90141

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

COMMODITY



PENTAX MEDICAL COMPANY
ATTN: SALES
102 CHESTNUT RIDGE ROAD
MONTVALE, NJ 07645

SHIP TO

HEALTH AND HUMAN RESOURCES
WELCH COMMUNITY HOSPITAL
 454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/21/2009				

BID OPENING DATE: 06/18/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		410-60		
OLYMPUS, CV-180 EVIS EXERA II VIDEO SYSTEM CENTER OR EQUAL. (SEE ATTACHED SPECIFICATIONS.)						
CANCELLATION: THE DIRECTOR OF PURCHASING RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY NOTICE TO THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT MEET TO THE SPECIFICATIONS OF THE BID AND CONTRACT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FAILS TO COMPLY WITH THE TERMS OF THIS CONTRACT, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 6/2/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:						

RECEIVED
 2009 JUN 17 PM 1:27
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Allan Krum Hall* TELEPHONE: 1-800-431-5000 x2124 DATE: 6/11/09
 TITLE: *Dr. Sales-Customer Svc* FEIN: 840721450 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 fee.
5. 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.
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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET
 WELCH, WV
 24801

304-436-8710

DATE PRINTED 05/21/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 06/18/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV 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. NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 1-800-431-5880 x224 DATE: 6-11-09

TITLE: Director Sales OutSec FEIN: 84072450 ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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TYPE NAME/ADDRESS HERE

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HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL
 454 MCDOWELL STREET
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DATE PRINTED 05/21/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 06/18/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER:-----RW/FILE 22----- RFQ. NO.:-----WEH90141----- BID OPENING DATE:---6/18/2009----- BID OPENING TIME:---1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 201-391-4189 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): JILL HALL ----- ***** THIS IS THE END OF RFQ WEH90141 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jill Hall</i>	TELEPHONE 1-800-431-5880 x224	DATE 6-11-09
TITLE <i>Dir. of Cust. Serv. Sales</i>	FEIN 810121450	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL INFORMATION

Purpose: to purchase one (1) endoscope system, CV-180: Evis Exera II Video System Center-Olympus or equal.

Delivery/Training Location: Agency is located at Welch Community Hospital, 454 McDowell Street, Welch, WV 24801.

Specifications:

A. One(1) each: CV-180: Evis Exera II Video System Center-Olympus or equal.

- a. Must be equipped with high-resolution high-definition (HD) and standard definition (D) and Narrow Band Imaging (NBI) processing capabilities to provide image quality for endoscopes and laparoscopes; enhancing observation of capillaries and mucosal tissues
- b. Must have two types of structure enhancement: Type A for observation of larger mucosal structures with high contrast and Type B for observation of smaller structures, such as capillaries.
- c. Must have electronic magnification of 1.2x and 1.5x.
- d. Must include memory card digital image recording.
- e. Must have HD/SD serial digital interface.
- f. Must have picture in picture capabilities.
- g. Must have digital to digital video recording capabilities.
- h. Must be compatible with the following Olympus surgical products:
 - i. ERCP scope – Olympus JF type 1T20
 - ii. Bronchoscope – Olympus type 40

B. One (1) each: CLV-180: EVIS EXERA II high intensity 300 W xenon light source for Olympus color CCD video scope system or equal.

- a. Must be equipped with special coated filters for Narrow Band Imaging and emergency 100 W halogen lamp.
- b. Must include light control cable.
- c. Must include spare fuse.
- d. Must have foot holder.

C. One (1) each: OEP-4: Olympus HD color printer or equal

- a. Must include printer cables.
- b. Must include upon order request color printing pack for HD color printer (200 sheets picture paper and 1 color print cartridge pack).

D. One (1) each: OEV-191H:19 OEV-191H 19 inch high definition LCD screen or equal.

- a. Must include one (1) 19 inch high definition medical grade LCD flat panel w/RGB and Sync, Y/C, and composite video input/output.
- b. Must include one (1) single monitor roll stand for LCD flat panel monitors

- E. One (1) each: Olympus PCF type H180AL/I Evis Exera II video colonoscope or equal:**
- a. Must include one (1) Innoflex or equal adjustable stiffness video colonoscope with full screen image.
 - b. Must be high definition.
 - c. Must be Narrow Band Imaging compatible.
 - d. Must have close focus.
 - e. Must have wide-angle view.
 - f. Must be 12.8 mm diameter.
 - g. Must have 3.7mm channel.
 - h. Must have 170 degree field of view.
 - i. Must have 168 cm working length.
 - j. Must have angulation of 180 degrees/180 degrees (up/down) and 160 degrees/160 degrees (right/left).
 - k. Must include biopsy forceps FB-220U (2 pcs.) or equal.
 - l. Must include MAJ-855 auxiliary water tube (1 pc.) or equal.
 - m. Must include MAJ-215 auxiliary water inlet cap (1Pc.) or equal.
- F. One (1) each: Olympus GIF-H180 video gastroscope or equal:**
- a. Must include one (1) video gastroscope with full screen image.
 - b. Must be High Definition (HD).
 - c. Must be Narrow Band Imaging compatible.
 - d. Must have close focus.
 - e. Must be 9.8 mm diameter.
 - f. Must have 2.8 mm channel.
 - g. Must have 140 degree field of view.
 - h. Must have 103 cm working length .
 - i. Must have angulation of 210 degree/90 degrees (up/down).
 - j. Must be able to move 100 degrees/100 degrees (right/left).
 - k. Must include biopsy forceps FB-220K (2pcs.) or equal.
 - l. Must include mouthpiece MB-142 (2pcs.) or equal.
- G. One (1) each: Olympus OTV-S7ProH-HD-12E HD Autoclavable Camera Head or equal:**
- a. Must have quick-lock connection allowing the camera head to be locked onto the telescope with a snap for a tight fit.
 - b. Must have one-touch zoom 1.2 and 1.5 times the original size.
- H. Delivery, Installation, and In-Service Training**
- a. Delivery shall be within fifteen (15) days after receipt of the approved purchase order. Vendor must furnish, deliver, setup and install the equipment and provide instructional training on the equipment usage and features upon delivery.
 - b. Within seven (7) days of the vendor's receipt of the approved purchase order, the selected vendor must contact Nursing Administration at Welch Community Hospital for coordination of vendor's delivery, installation and healthcare providers' in-service training.

I. Warranty / Maintenance

- a. Vendor shall provide a three year equipment warranty and a three year preventative maintenance and repair service for the equipment quoted.

J. Cost Evaluation

It is preferred that each responder use the cost proposal sheet provided. Evaluation and award will be made to vendor meeting specifications, based on the lowest **grand total** amount.

K. Payment

The Vendor shall submit invoices, in arrears, to the Facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payment will be made in arrears, upon completion of delivery, installation and in-service training. State law forbids payment of invoices prior to receipt of goods or services.

**WEH90141
COST QUOTATION**

Description	Amount
1. Olympus CV-180 Evis Exera II video system center or equal.	\$ <u>30,135.00</u>
2. Olympus CLV-180 Evis Exera II Xenon light source or equal.	\$ _____
3. OEP-4 Olympus High Definition (HD) color printer with cables or equal.	\$ <u>5,355.00</u>
4. OEV-191H 19 inch high definition LCD screen.	\$ <u>4,205.25</u>
5. Olympus PCF type H180AL/I Evis Exera II video colonoscope or equal.	\$ <u>30,299.00</u>
6. Olympus GIF-H180 Evis Exera II video gastroscope or equal.	\$ <u>25,830.00</u>
7. Olympus OTV-S7ProH-HD-12E HD Autoclavable Camera Head or equal.	\$ _____
8. Delivery & Set up Fee.	\$ _____
9. In-service Training Fee.	\$ _____
10. Year 1/Warranty/Maintenance Full-Service endoscopy Repair Contract.	\$ <u>10,500.00</u>
11. Year 2/ Warranty/Maintenance Full-Service endoscopy Repair Contract.	\$ <u>21,000.00</u>
12. Year 3/ Warranty/Maintenance Full-Service endoscopy Repair Contract.	\$ <u>31,500.00</u>
(Total A.)	\$ _____

Description	Estimated Annual Annual Usage	Price Per Package	Estimated Annual Cost
12. Color printing pack. (200 sheets picture paper & 1 color printer cartridge pack)	<u>30</u>	\$ <u>200.25</u>	(Total B) \$ <u>6,007.50</u>
Grand Total (A+B)			\$ _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

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 materials, 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.

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. 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>.

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.

Vendor's Name: Pentax Medical Company

Authorized Signature: [Signature] Date: 6-11-09

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: Pentax Medical Company
Date: 6-11-09

Signed: Ally Kum Hall
Title: Director, Sales Customer Service

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



Pentax Medical Company
 A Division of Pentax of America, Inc.
 102 Chestnut Ridge Road
 Montvale, NJ 07645
 Tel: (201)391-0932 Fax: (201)391-4189
 Toll Free Tel: (800)431-5880

Customer Information

Quotation #: 20283397
 Date: 06/11/2009
 Cust #: 22331
 Name: WELCH COMMUNITY HOSPITAL
 Address: 454 MCDOWELL ST
 WELCH WV 24801
 Phone:
 Attn:
 Contract:
 Rep Name: Scott Aldrich
 Prepared By: MSANDRAR
 FOB: MONTVALE, NJ
 Terms: 1 $\frac{1}{2}$ 10, NET 30 DAYS
 Estimated Ship Date: 30 Days ARO

Quotation Summary

List Price: 139,348.10
 Contract Price: 139,348.10
 Promos/Discounts: 24,520.39-
 Taxes: 0.00
 Freight: 0.00
 Trade Ins: 0.00
 Annual Support: 0.00
 Installation Costs: 0.00
 Interest: 0.00

QUOTE GRAND TOTAL: 114,827.71

Product List

Qty	Model	Description	List Price Per Piece	Contract Price Per Piece	Discounts	Extended Price
1	EPK-I	VIDEO PROCESSOR	36,750.00	36,750.00	6,615.00-	30,135.00
1	EC-3890LI	VIDEO COLONOSCOPE	36,950.00	36,950.00	6,651.00-	30,299.00
1	EG-2990I	VIDEO GASTROSCOPE	31,500.00	31,500.00	5,670.00-	25,830.00
1	EB-1970K	VIDEO BRONCHOSCOPE	22,575.00	22,575.00	4,063.50-	18,511.50
1	72064	NDS RADIANCE 19" HD MONIT	4,725.00	4,725.00	519.75-	4,205.25
1	80236	DESKTOP STAND FOR NDS RAD	472.50	472.50	42.53-	429.97
1	UP-55MD	SONY VIDEO PRINTER, COLOR	6,300.00	6,300.00	945.00-	5,355.00
1	92187/25	DVI-A MALE TO VGA (HD15)	75.60	75.60	13.61-	61.99

*Subtotal: 114,827.71

*Subtotal does not include Taxes, Freight, Interest or Trade-in discounts.

Quote Notes

Upon purchase a formal purchase order must be issued for the items on this quotation. Carts are not returnable. Acceptance of purchase order is subject to credit approval. Changes, additions, or deletions to this quotation will result in pricing changes. Signature indicates intent to purchase the above described equipment and agreement to all Pentax terms & conditions of the sale. Prices do not include applicable Use Taxes or Freight Taxes. Prices are good for 30 days. Please note that payment terms are subject to credit approval.

Pentax Manufactured Products: One Year warranty against Manufacturer's defects / parts and labor.

Other Products: 90 day warranty on accessories. Manufacturer's warranty applies.

Customer Authorized Signature: _____ Date: _____



Pentax Medical Company
A Division of Pentax of America, Inc.
102 Chestnut Ridge Road
Montvale, NJ 07645
Tel: (201)391-0932 Fax: (201)391-4189
Toll Free Tel: (800)431-5880

Product List

Qty	Model	Description	List Price Per Piece	Contract Price Per Piece	Discounts	Extended Price
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Upon purchase a formal purchase order must be issued for the items on this quotation. Carts are not returnable. Acceptance of purchase order is subject to credit approval. Changes, additions, or deletions to this quotation will result in pricing changes. Signature indicates intent to purchase the above described equipment and agreement to all Pentax terms & conditions of the sale. Prices do not include applicable Use Taxes or Freight Taxes. Prices are good for 30 days. Please note that payment terms are subject to credit approval.

Pentax Manufactured Products: One Year warranty against Manufacturer's defects / parts and labor.

Other Products: 90 day warranty on accessories. Manufacturer's warranty applies.

Customer Authorized Signature: _____ Date: _____



SERVICE CONTRACT QUOTE

Pentax Medical Company
A Division of Pentax of America, Inc.
102 Chestnut Ridge Road
Montvale, NJ 07645
Tel: (201)391-0932 Fax: (201)391-4189
Toll Free Tel: (800)431-5880

Customer Information

Quotation Summary

Quotation #: 20283414
Date: 06/11/2009
Cust #: 22331
Name: WELCH COMMUNITY HOSPITAL
Address: 454 MCDOWELL ST
WELCH WV 24801
Phone:
Attn:
Rep Name: Scott Aldrich
Prepared By: MELOISAH
FOB: Montvale, NJ
Terms: Due Upn Receipt
Estimated Ship Date: Due Upon Receipt
Contract Validity: 06/15/2009 Thru 06/14/2010

Contract Price: 10,500.00
Promos/Discounts: 0.00
Taxes: 0.00
QUOTE GRAND TOTAL: 10,500.00

Product List

Qty	Model	Description	Service Contract Price Per Instrument	Service Contract Extended Price w/ Discounts
1	SERVICE CONTRACT	EPK-I	0.00	0.00
1	SERVICE CONTRACT	EC-3890LI	3,500.00	3,500.00
1	SERVICE CONTRACT	EG-2990I	3,500.00	3,500.00
1	SERVICE CONTRACT	EB-1970K	3,500.00	3,500.00

*Subtotal: 10,500.00
*Subtotal does not include Taxes.

Quote Notes

Reference Sale Quote #20283397

COMPLETE CARE: PENTAX 1 year service quotation, price per instrument includes no limit on repair coverage. Should your facility decide to enroll, please sign and fax back along with a copy of the purchase order. At that time a contract will be generated that will also require another signature. If you have any questions, please contact Eloisa Herrera at (800) 678-7556 x 2610. Fax (713) 661-1272 Thank you!

Upon purchase a formal purchase order must be issued for the items on this quotation. Acceptance of purchase order is subject to credit approval. Changes, additions, or deletions to this quotation will result in pricing changes. Signature indicates intent to purchase the above described equipment or services and agreement to all PENTAX terms & conditions of the sale. Prices do not include applicable Use Taxes or Freight Taxes. Prices are good for 30 days. Please note that payment terms are subject to credit approval.

Customer Authorized Signature: _____ Date: _____



PENTAX Medical Company
 A Division of PENTAX of America, Inc.

SCHEDULE A
DESCRIPTION OF SERVICES

Services	Description
<i>Endoscope and Processor Service</i>	<ul style="list-style-type: none"> - Detailed inspection, quotation and repair of equipment. - Equipment is repaired according to Pentax engineering specifications. - Repairs are performed using only original Pentax parts. - Includes the cost of all necessary replacement parts and associated labor fees on Equipment repaired during the term(1).
<i>Light Source Service</i>	<ul style="list-style-type: none"> - Includes the cost of all necessary light source replacement parts and associated labor fees on equipment repaired during the term.(1)
<i>Support Services</i>	<ul style="list-style-type: none"> - 24 Hours toll-free technical support. - Timely repair status information. - Two on-site training sessions per year, as needed. - Additional on-site visits by Pentax field technicians at a cost of \$1,000 per day , plus applicable travel expenses.
<i>Endoscope Loaners</i>	<ul style="list-style-type: none"> - Loaned equipment shipped to customer within 48 hours of receipt of a Pentax repair notification request.
<i>Reports</i>	<ul style="list-style-type: none"> - Detailed service history reporting on maintenance and repair of equipment. - Quarterly review of utilization.
<i>Renewal</i>	<ul style="list-style-type: none"> - Full credit of underutilization toward a renewal agreement.

(1) Excludes all accessories, lamps and consumable items.