



GE Healthcare

January 24, 2011

Roberta Wagner
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25311

Dear Ms. Wagner:

We have reviewed the Request For Quote WEH11098 from Health and Human Resources Welch Community Hospital for **a Service Support Agreement for Radiology Department** and determined that GE Healthcare is unable to offer a Service Agreement due to several issues within your RFQ document at this time. Unfortunately I did not discover the RFQ had been issued until after January 11, 2011 the date for close of questions had past. For this reason, we have decided not to prepare a response to the **RFQ WEH 11098**.

The issues are as follows under section:

General Requirements (page 9) – “ exclude repair parts (which the hospital will purchase separately as needed). As an OEM (Original Equipment Manufacture)) General Electric Healthcare can only use certified OEM parts per FDA manufacturing requirements. The FDA precludes GEHC from installing third party parts or used parts, as this would be a direct violation of our manufacturing submissions. While Third Party Service Organizations are not held to this standard by the FDA and are free to install any part provided to them by WCH.

Scope of Work – (page 9) Item number 3. Field Engineer response time of 2 hours on site for the location of WCH cannot be met.

If the State of West Virginia Division of Purchasing has sourced uncertified third party parts and had them installed on the GEHC manufactured equipment then going forward GEHC employees will be precluded from providing WCH with service on the GEHC equipment with the unknown parts. This is a GEHC Employee Health and Safety Policy to insure the health and safety of our employees when dealing with high voltage and radiation devices.

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PURCHASING DIVISION
STATE OF WV

We wish you well in your search. If we may be of assistance in the future, please feel free to contact me at (304) 610-9910.

Respectfully,

A handwritten signature in black ink, appearing to read "John C. Gladys". The signature is fluid and cursive, with the first name "John" and last name "Gladys" clearly legible.

John C. Gladys
Healthcare Systems Account Manager



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
 WEH11098

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

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

DATE PRINTED 12/30/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 01/27/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</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 SERVICES 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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).



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
WEH11098

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

VENDOR	RFQ COPY
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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
12/30/2010				

BID OPENING DATE: 01/27/2011 BID OPENING TIME 01:30PM

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED 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>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 1/11/2011. 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:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p>						

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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State of West Virginia
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Request for Quotation

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HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL

 454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/30/2010				

BID OPENING DATE: 01/27/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 4						
<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 EXTEN 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>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHIC IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>REV 07/16/2007</p>						

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VENDOR

SHIP TO

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 WELCH COMMUNITY HOSPITAL

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<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>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</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: -----RW/FILE 22-----</p> <p>RFQ. NO.: -----WEH11098-----</p> <p>BID OPENING DATE: -----1/27/2011-----</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>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

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Request for Quotation

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HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL

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***** THIS IS THE END OF RFQ WEH11098 ***** TOTAL: _____

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REQUEST FOR QUOTATION
STATE OF WEST VIRGINIA
Department of Health and Human Resources
Welch Community Hospital
RFQ #WEH11098

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 radiology equipment for Welch Community Hospital.

Project:

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

Schedule of Events:

Release of the RFQ.....	12/31/10
Vendor's Written Questions Submission Deadline	1/11/11
Bid Opening Date.....	1/27/11

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.

The following numbers represent the typical utilization encountered by the outpatient service area of Welch Community Hospital for the 2007 fiscal year:

Emergency Room Patients – 9,490
 Observation Visits – 1,093
 Clinic Patients – 17,850
 Surgeries – 302
 Deliveries – 60
 Laboratory Tests – 659,556
 Radiology – 13,428
 CAT Scans – 3,376
 Ultrasound – 1,177
 Mammography – 574
 Respiratory Tests – 20,591
 Admissions – 774
 Long Term Card ADC (48 Patients per day) – 94%
 Overall ADC (60 Patients per day) – 66%
 Total Patient Days (17,514 Long Term Care and 4,496 Acute Care Days) – 22010

Outpatient Services Provided Are:

Primary Care and Family Practice in a Certified Rural Health Setting
 Pediatric Clinic
 Newborn Care
 Internal Medicine
 Surgery
 Emergency Room Services
 Radiology Services Including:
 Diagnostic
 CAT Scan
 Ultrasound
 Mammography
 MRI
 EKG, Cardiac Doppler Studies, Stress Testing and Respiratory Therapy Services
 Laboratory Services

PROCUREMENT SPECIFICATIONS

General Requirements

The mission/purpose of this project is to provide a service/support agreement for Radiology equipment. Agreement is to include on-site equipment repairs, scheduled preventative maintenance (PM's) which are factory recommended. This must include labor and travel and exclude repair parts (which the hospital will purchase separately as needed).

Welch Community Hospital desires a Vendor with a proven track record for the providing necessary supplies and maintaining of equipment. Vendor must have provided such services for at least three (3) years.

Vendor shall provide references of at least three (3) clients from whom the vendor has utilized these services.

Scope of Work:

The vendor is to quote providing of service support for radiology 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.
3. The vendor must ensure that a local engineer/technician is available to provide on site service within 2 hours of receiving a service call.
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 Radiology equipment as recommended by the manufacturer.
6. From time-to-time additional work is required that is not covered under the terms of this maintenance contract. Should this be required the contractor agrees to provide corrective maintenance at the rate of \$_____ per hour. Materials will be provided with a _____% mark-up. (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.

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 _____ to _____ or on holidays the hourly rate will be _____ per hour.
8. Services provided shall meet JCAHO compliance.
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 its service life, the vendor must notify the hospital in writing at which time it will be determined and mutually agreed upon if the piece of equipment will be maintained and repaired on a time and material basis.
12. Vendor must have Worker's compensation insurance and general liability, 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 successful bidder based on the grand total of all costs combined.
15. Successful bidder must be a registered bidder 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.

Radiology Department Equipment List

Location: Radiology Department

1. Marconi R/F System, Vector*
2. G.E. AMX 4 Mobile X-Ray Unit
3. Kodak 941OP Link Print Server
4. MTX Elite Radiographic, Fluro, General
5. Lightspeed Radiographic, Scanner, Ct System
6. Vector 80 (a) Radiographic, Fluro, General
7. Logiq 3 Scanner, Ultrasound System
8. Senographe 2000D Radiographic, mammo
9. Logiq 5 Scanner, Ultrasound system
10. Dual Shot Alpha, Contrast injector
11. AMX 4+ Radiographic, Mobile

Radiology Department (* equipment configuration attached)

Payment will be made to the vendor on a monthly basis, in arrears for service.

Estimated Item #	Quantity	Description:	Monthly Cost	Annual Cost
1.	1 ea.	Marconi R/F System, Vector (without tube coverage)*	\$ _____	\$ _____
2.	1 ea.	G.E. AMX 4 Mobile X-ray Unit	\$ _____	\$ _____
3.	1 ea.	MTX Elite Radiographic, Fluro, General	\$ _____	\$ _____
4.	1 ea.	Lightspeed Radiographic, Scanner, CT	\$ _____	\$ _____
5.	1 ea.	Vector 80 (A) Radiographic Fluro, General	\$ _____	\$ _____
6.	1 ea.	AMX4+ Radiographic, Mobile	\$ _____	\$ _____
7.	1 ea.	Logiq 3 Scanner, Ultrasound System	\$ _____	\$ _____
8.	1 ea.	Kodak 941OP Link Print Server	\$ _____	\$ _____
9.	1 ea.	Senographe 2000D Radiographic, Mammo	\$ _____	\$ _____
10.	1 ea.	Logiq 5 Scanner, Ultrasound	\$ _____	\$ _____
11.	1ea.	Dual Shot Alpha, Contrast Injector	\$ _____	\$ _____

For evaluation purposes only

Costs:	Hourly Rate:	Annual
12. 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 of the contract.	\$ _____	\$ _____

For evaluation purposes only.

13. \$3,000 X Parts shall be provided at cost plus _____% mark-up=	Annual Parts Cost Estimate: \$ _____.
WEH11098 – Service Support/Radiology Equipment	

(Not to exceed 10%)

14. Rates for after normal business hours =	\$ _____
Weekends=	\$ _____
Holidays=	\$ _____
<u>All Annual Cost Grand Total</u>	\$ _____

RFQ No. WEH11098

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 ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

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: _____ Signed: _____

Date: _____ Title: _____

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