



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:
 WEH11122

PAGE:
 1

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

RFQ COPY

Hamilton Medical, Inc.
 PO Box 30008
 Reno, NV 89520-3008

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	FOB	FREIGHT TERMS
02/03/2011				

BID OPENING DATE: 03/03/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	4	EA		475-00-99-001	\$ 23,775.00	\$ 95,100.00
MECHANICAL VENTILATORS Hamilton Medical C2 Ventilator PN 90000 REQUEST FOR QUOTATION DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR HEALTH AND HEALTH FACILITIES IS SEEKING BIDS FOR THE PURCHASE OF FOUR (4) FULLY INHANCED MECHANICAL VENTILATORS PER ATTACHED SPECIFICATIONS. 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. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. 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. REV. 05/26/2009 INQUIRIES:						

RECEIVED

2011 MAR -2 A 10:31

PURCHASING DIVISION
 STATE OF WV

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).



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S U R G O R

RFQ COPY
 TYPE NAME/ADDRESS HERE

Hamilton Medical, Inc
 PO Box 30008
 Reno, NV 89520-30008

S H I P T O

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

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<p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 2/15/2011. 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> <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 SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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VENDOR

Hamilton Medical, Inc
 PO Box 30008
 Reno, NV 89520-30008

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

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02/03/2011				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
				PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.		
				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.: -----WEH11122-----		
				BID OPENING DATE: -----3/3/2011-----		
				BID OPENING TIME: -----1:30 PM-----		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 775-856-5621		
				CONTACT PERSON (PLEASE PRINT CLEARLY): Tim Rossman		
				-----CeII # 775-233-7122-----		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
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 Department of Administration
 Purchasing Division
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 Charleston, WV 25305-0130

Request for Quotation

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WEH11122

PAGE
4

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

RFQ COPY

TYPE NAME/ADDRESS HERE

HAMILTON MEDICAL, INC
 PO Box 30008
 Reno, NV 89520-30008

VENDOR

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET
 WELCH, WV
 24801

304-436-8710

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02/03/2011				

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LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ WEH11122 ***** TOTAL:						\$ 91,500.00
See attached quotation for detailed configuration of units						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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HAMILTON MEDICAL

Intelligent @ Ventilation

HAMILTON MEDICAL
 P.O.BOX 30008
 Reno, NV 89520-3008
 Phone: (775)856-3200
 Fax: (775)856-5621
 www.hamilton-medical.com

Hamilton Medical, Inc.

Health & Human Resource Welch Community Hospital
 454 McDowell Street
 Welch, WV 24801

Date: 2/17/2011

Attention: Roberta Wagner
 304-558-0067
 roberta.a.wagner@wv.gov

Quote # : RFQ# WEH11122

Qty	PART #	DESCRIPTION	UNIT LIST PRICE	QUOTED PRICE	EXTENDED DISCOUNT	EXTENDED PRICE
4	90000	HAMILTON -C2 PACKAGE	30,300.00	23,775.00	26,100.00	95,100.00
4	160150	TROLLEY FOR C2	1,164.75		4,659.00	
4	53001C2	C2 SETUP KIT	684.70		2,738.80	

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Trade-in
 Shipping

Total 95,100.00

Prices are in US Dollars.
 Payment terms: Net 30 days
 Freight terms: FOB Reno, prepay and add to invoice
 Set-up: Hamilton Medical, Inc. personnel will set-up the ventilator system on site at no additional charge.
 Performance Verification: Performed upon set-up of the ventilator system.
 Validity: April 15, 2011
 Technical Support: Twenty four-hour/seven days per week / three hundred sixty five days per year telephone technical support is provided at no charge for the life of the Hamilton Medical, Inc equipment.
 Warranty: Three years parts & One year labor.
 Special Conditions:

Delivery 15 days from receipt/acceptance of purchase order

Date February 17, 2011

Signature Tim Rossman

Sales Rep Phone: 775-233-7122

HAMILTON MEDICAL, INC
 PO BOX 30008
 RENO, NV 89520

Tel: 800-426-6331
 Fax: 775-856-5621
 Web: www.hamilton-medical.com

PROCUREMENT SPECIFICATIONS

WEH11122

The selected vendor will provide all services relating to the purchase of four intensive care unit mechanical ventilators by Welch Community Hospital consistent with all the applicable State and Federal laws and regulations. More specifically, the vendor shall provide the appropriate units to perform volume controlled-pressure limited respiratory support for adult and pediatric patients in an acute care hospital setting. The units must also support a non-invasive application.

The units must also meet the following:

- a. The units must have the following modes:

• Assist/Control (A/C)	Yes
• Continuous positive airway pressure (CPAP)	Yes
• Noninvasive ventilation (NIV)	Yes
• Synchronous intermittent mandatory ventilation (SIMV)	Yes
• SIMV with pressure support (SIMV/PSV)	Yes
- b. The units must provide ventilatory support of patients from pediatric to adult. Must be able to generate inspiratory tidal volumes in a range of minimum 25ml to maximum 2500ml per breath. 20 ml to 2000 ml
- c. The units must have an respiratory rate setting range of at least a minimum of 1 to a maximum of 60 breaths per minute in the SIMV and AC modes. Yes
- d. The units must be able to cycle by pressure sensitivity. The pressure sensitivity must have a range of at least a minimum of -0.5 to a maximum of -60 cmH2O below set positive end expiratory pressure levels (PEEP). Flow trigger from prox airway
- e. The units must be mobile, with all of the essential components housed within a mobile configuration. Yes
- f. The units must be able to blend oxygen and air to produce a specific fraction of inspired oxygen (FiO2). The range must be from a minimum of 21% to a maximum of 100%. Air and oxygen hoses must be included with unit. Diameter index safety system (DISS) connection. Both air and oxygen hoses must be at least a minimum of eight feet in length and a maximum of twelve feet in length.. Yes
- g. The units must be able to produce a specific fraction of inspired oxygen (FiO2) in areas where piped -in air is not available. Unit must not utilize tanks for this function. Unit

- must include air compressor or other mechanical device to blend a specific fraction of inspired oxygen (Fio₂) in areas where piped air is not available. Yes
- h. The units must provide for positive end expiratory pressure (PEEP) at a range of a minimum of 0 to and a maximum of at least 35 cmH₂O. Yes
- i. The units must provide the user a means of adjustment to produce desired inspiratory /expiratory ratios (I:E ratios). Yes
- j. Each unit must be within the following dimensions:
- Height: minimum 36 inches, maximum 55 inches Yes
 - Width: minimum 15 inches, maximum 30 inches Yes
 - Depth: minimum 15 inches, maximum 30 inches Yes
 - Weight: minimum 50 pounds, maximum 150 pounds Yes
- k. The units must also provide pressure support at a range of a minimum of 0 to a maximum of 50 cmH₂O. Yes 0-60 cm
- l. The units must provide an option to add and remove an inspiratory breath hold (Plateau) of a minimum of two seconds and a maximum of five seconds. Yes
- m. The following data must be monitored and displayed:
- Total respiratory rate- Set rate and spontaneous rate. Yes
 - Tidal volume- set tidal volume and spontaneous tidal volume. Yes
 - Minute volume Yes
 - Airway pressure Yes
 - Inspiratory/Expiratory ratio (I:E Ratio) Yes
 - End expiratory pressure (PEEP) Yes
- n. The units must provide for an audible alarm for the following:
- high airway pressure Yes
 - low minute volume Yes
 - high minute volume Yes
 - apnea Yes
 - high respiratory rate Yes
 - low exhaled tidal volume Yes
 - power interruption Yes
 - low gas supply Yes
- o. Audible alarm must have a manual silence setting of at least a minimum of two minutes and a maximum of three minutes. The unit must also include a "reset" function of alarms. Audible alarm volume must be user adjustable. 2 min alarm silence Yes
- p. Mounting kit for (4) four existing humidifiers must be included on each unit. Mounting kit must be for a conchatherm heated humidifier. Yes

- q. The units must allow for nebulized medications to be administered. Nebulizing system must be incorporated into the main unit. Yes
- r. The units must be able to deliver 100% oxygen for pre suction oxygenation for approximately two minutes in duration. After two minutes, the unit must return to the current oxygen setting without operator intervention. Yes
- s. Units must operate on standard 120 V AC power. Yes
- t. The units must be complete with all appropriate manuals. Yes
- u. The units must have a minimum one year all inclusive warranty. Yes
- v. The vendor must provide on-site training for the units. Yes

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 One day basic instructional training on the equipment usage and features upon delivery. Yes
- B. Within seven (7) days of the vendor's receipt of the approved purchase order, the selected vendor must contact Respiratory Therapist at Welch Community Hospital for coordination of vendor's delivery and healthcare staff in-service training for 10 people. Yes

Warranty:

- A. The units must have a minimum one year all inclusive warranty. Yes

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 and in-service training. State law forbids payment of invoices prior to receipt of goods or services. Yes

Welch Community Hospital

WEH11122 Mechanical Ventilator Cost Sheet

Description	Quantity	Unit Cost	Total Cost
Mechanical Ventilator with color screen, battery power supply, flex arm, power cord, operator's manual, and a one year warranty per attached detailed specifications.	4	\$23,775	\$91,500

Grand Total \$ 91,500.00

Evaluation & Award Criteria:

Award will be made to the lowest vendor meeting all the specifications.

Hamilton Medical, Inc

Company Name

Signature

Date

RFQ No. WEH11122

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: Hamilton medical, Inc.

Authorized Signature: [Signature] Date: 2/24/11

State of Nevada

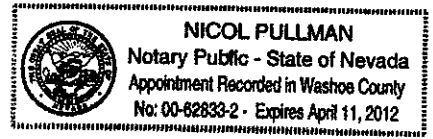
County of Washoe, to-wit:

Taken, subscribed, and sworn to before me this 24th day of February, 2011.

My Commission expires April 11, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC Nicol Pullman



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.

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

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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).

HAMILTON MEDICAL

Intelligent Ventilation

HAMILTON MEDICAL
P.O. BOX 30008
Reno, NV 89520-3008
Phone: (775)858-3200
Fax: (775)856-5621
www.hamilton-medical.com

Hamilton Medical, Inc.

Health & Human Resource Welch Community Hospital
454 McDowell Street
Welch, WV 24801

Date: 2/17/2011

Attention: Roberta Wagner
304-558-0067
robert.a.wagner@wv.gov

Quote # : RFQ# WEH11122

Qty	PART #	DESCRIPTON	UNIT LIST PRICE	QUOTED PRICE	EXTENDED DISCOUNT	EXTENDED PRICE
4	90000	HAMILTON -C2 PACKAGE	30,300.00	23,775.00	26,100.00	95,100.00
4	160150	TROLLEY FOR C2				
4	53001C2	C2 SETUP KIT		275.00		1,100.00

Trade-in
Shipping

-
-
-
-
-
-
-
-
-
-

Total **96,200.00**

Prices are in US Dollars.
 Payment terms: Net 30 days
 Freight terms: FOB Reno, prepay and add to invoice
 Set-up: Hamilton Medical, Inc. personnel will set-up the ventilator system on site at no additional charge.
 Performance Verification: Performed upon set-up of the ventilator system.
 Validity: April 15, 2011
 Technical Support: Twenty four-hour/seven days per week / three hundred sixty five days per year telephone technical support is provided at no charge for the life of the Hamilton Medical, Inc equipment.
 Warranty: Three years parts & One year labor.
 Special Conditions:
 Delivery: 30 days from receipt/acceptance of purchase order
 Date: February 17, 2011
 Signature: Tim Rossman
 Sales Rep Phone: 775-233-7122

HAMILTON MEDICAL, INC
PO BOX 30008
RENO, NV 89520

Tel: 800-426-6331
Fax: 775-856-5621
Web: www.hamilton-medical.com