



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
 CME12098

PAGE
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 KAvo Group (Dexis)
 2550 Northwinds Pkwy #100
 Alpharetta GA 30022

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES
 167-ELEVENTH AVENUE
 SOUTH CHARLESTON, WV
 25303 304-558-3530

Steve BRIGHT Steven.Bright@kvo.com

DATE PRINTED 12/27/2011	TERMS OF SALE net 30	SHIP VIA Best method	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 01/26/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA	260-96	PLU51015 DEXIS PLATINUM DIGITAL X-RAY SYSTEM (INCLUDING ONE DEXIS INTRA-ORAL SENSOR, ONE DEXRAY SOFTWARE LICENSE, ON-SITE TRAINING, ONE POSITION-IT KIT, AND ONE YEAR DEXCARE WARRANTY). ITEM #114-2513 OR EQUAL.	12995.00	12995.00
0002	2	YR	260-96	PLU106/PLU119 EXTENDED WARRANTY FOR YEARS 2 AND 3 - PER DEXIS OR EQUAL.	1995.00 x 2	3990.00
0003	1	EA	260-96	PLU222 DEXNET-MULTI USER LICENSES FOR UNLIMITED NUMBER OF COMPUTERS IN A SINGLE LOCATION. ITEM #104-7438 OR EQUAL	995.00	995.00
0004	1	EA	260-96	PLU517 DEXIS DELUXE LAPTOP, ITEM #104-6463 OR EQUAL	1995.00	1995.00

SEE REVERSE SIDE FOR TERMS

SIGNATURE: *[Signature]* DATE: 24/JAN/2012

TITLE: NE Government Manager FEIN: _____

CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS

5 AM 11:00
 HASELTON

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

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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 25303 304-558-3530

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/27/2011	Net 30	Best way		

BID OPENING DATE: 01/26/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0005	1	EA	260-96	PLU 778021-4RU-07CL NOMAD PRO HANDHELD X-RAY SYSTEM, ITEM #ARIBEX	8695.00	8695.00
				OR EQUAL.		
0006	1	JB	962-24-00-000	PLU 900 FREIGHT/SHIPPING CHARGES	100.00	100.00
0007	1EA			DEXIS Forensic software PLU 236	0.00	0.00
				TO PROVIDE A DEXIS PLATINUM DIGITAL X-RAY SYSTEM OR EQUAL, INCLUDING INTRA-ORAL SENSOR OR EQUAL, ONE DEXRAY SOFTWARE LICENSE OR EQUAL, ON-SITE TRAINING, ONE POSITION-IT KIT OR EQUAL AND ONE YEAR WARRANTY, PER PER THE 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.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	410 279 4114	24 JAN 2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
NE Government Manager		

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



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DATE PRINTED 12/27/2011	TERMS OF SALE <i>Net 30</i>	SHIP VIA <i>Best way</i>	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 01/26/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 1/10/2012. 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 SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>VENDOR PREFERENCE CERTIFICATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 410 279 4114	DATE 24/JAN/2012
TITLE NE Gorman Ames	FERN	ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ COPY

TYPE NAME/ADDRESS HERE

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BID OPENING DATE: 01/26/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>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.:-----CME12098-----</p> <p>BID OPENING DATE:-----1/26/2012-----</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 410 279 4114	DATE 24/JAN/2012
TITLE NE Guinand Myer	FAX	ADDRESS CHANGES TO BE NOTED ABOVE

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



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TYPE NAME/ADDRESS HERE

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BID OPENING DATE: 01/26/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):				Steve BRIGHT 410 279 4114 Steven.Bright@kavo.com		
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
***** THIS IS THE END OF RFQ CME12098 ***** TOTAL:						28770.00
* KAVO Group is direct manufacturer of DEXIS Henry Selow is the only dealer authorized to sell this product beside us selling direct to a government facility.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: 410 279 4114 DATE: 24/JAN/2012
 TITLE: NE Government Buyer FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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

Digital Dental X-Ray/Forensic digital radiography product designed for forensic use for Mass Fatality Assistance that has a portability component allowing for use in the mortuary or in the field.

Specifications:

1. Must be capable of producing quality (high resolution and high frequency) and timely (immediate) images for accurate identification of decedents at the site of the accident.
2. Must have the capability of Point by point complete set of mouth x-rays which can be as many as 18-21 images in which all points of comparison must match exactly.
3. Must be digital radiographic images not film images.
4. Must have the capability of producing instantaneous side-by-side comparison of antemortem and postmortem radiographic images on a computer screen without the need for a conventional light box.
5. Must have the capability of transmitting images digitally to avoid the delay of mailing or hand delivery eliminating the possible loss of images.
6. Must include portable x-ray tube head (Nomad Pro handheld digital x-ray machine) "or equal" with shielding to protect operator and capable of being mounted on a stand for in-morgue use and must include the following:
 - a. Rechargeable battery. Battery NiCd, 14.4 V, 2 Ahr Anode voltage 60 kV true DC
 - b. Anode current 2.3 mA
 - c. Exposure time range 0.01 - 0.99 s
 - d. Focal spot 0.4 mm
 - e. Inherent filtration >1.5 mm Al
 - f. Source to skin distance 20 cm
 - g. X-ray field 60 mm round
 - h. Maximum duty cycle 1:60
 - i. Total weight <4 kg
 - j. FDA-cleared, UL or ETL certified, and CE-marked

7. Must include WinID, or equal that seamlessly integrates with the federal Disaster Mortuary Operation Response Teams.
8. Must include Image integrity that does not permit changes to image content, but allows user to adjust brightness and contrast.
9. Must include a mechanism to protect, maintain and archive original images with a shelf life of multiple decades.
10. Must include the Software Module and DEXray, or equal software license.
11. Must include deluxe laptop with the following:
 - a. CPU Intel® or AMD® 1.5 GHz or higher Intel® Pentium® 4 or higher CPU speed has major impact on system performance, or equal.
 - b. Motherboard Intel® and VIA® PCI Bus chipsets, or equal

Operating System Workstations: Windows 7®
Professional (32-bit); Windows®
XP Professional
System Memory Workstations: 1 GB or higher;
2 GB if running Windows® 7 or
Windows® Vista
Display Adapter Capable of 1024 x 768 pixels in 24 or 32 bit color
Capable of 1024 x 768 pixels in 24 bit color
12. Must include Monitor LCD: Native resolution 1024 x 768 or higher; contrast ratio 400:1 or better; must display all shades of gray accurately
13. Must include on-site training and one year warranty.
14. Must include an extended warranty for 2 years.
15. Must include DEXnet, or equal multi user license for unlimited number of computers in a single location.

RFQ COST SHEET

Bidders must provide a cost for the following:

DEXIS Platinum Digital X-ray System, or equal (including one DEXIS Intra-oral sensor, one DEXray software license, on-site training, One Position-it-kit, one year DEXcare warranty, or equal)	\$ <u>12995.00</u>
DEXIS Deluxe Laptop, or equal	\$ <u>1995.00</u>
Nomad Pro Handheld X-Ray System, or equal	\$ <u>8695.00</u>
DEXnet-Multi User License for unlimited number Of computers in a single location, or equal	\$ <u>995.00</u>
Extended Warranty for year 2	\$ <u>1995.00</u>
Extended Warranty for year 3	\$ <u>1995.00</u>
Total Cost	\$ <u>28770.00</u>

The award will be made to the vendor with the lowest overall total cost of the equipment and extended warranties which meets all the requested specifications and requirements. Payment will be made in arrears.


 Vendor Signature

24/JAN/2012
 Date

AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. *Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.*
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. *In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.*
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: KAUD GROUP

Signed: _____

Signed: [Signature]

Title: _____

Title: Northeast Government Manager

Date: _____

Date: 24/JAN/2012

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: Kavo Group Signed: [Signature]
 Date: 24 JAN 2012 Title: Northeast General Mgr

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



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ROBERTA WAGNER
304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE
VENDOR
 DEXIS LLC
 2550 Northwinds Pkwy #100
 Alpharetta GA 30022
 Special markets: Steve Bright
 steve.bright@kno.com

SHIP TO
 HEALTH AND HUMAN RESOURCES
 BPH - LABORATORY SERVICES
 167-ELEVENTH AVENUE
 SOUTH CHARLESTON, WV
 25303 304-558-3530

DATE PRINTED 01/11/2012	TERMS OF SALE Net 30	SHIP VIA Best way	F.O.B	FREIGHT TERMS
BID OPENING DATE: 01/26/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: CME12098						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S:						
NO. 1 <i>[Signature]</i>						
NO. 2 <i>[Signature]</i>						
NO. 3 <i>[Signature]</i>						
NO. 4 <i>[Signature]</i>						
NO. 5 <i>[Signature]</i>						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 410 279 4114	DATE 24 JAN 2012	
TITLE NE General Mgr	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.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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
CME12098

PAGE
2


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

RFQ COPY
 TYPE NAME/ADDRESS HERE


V E N D O R

S H I P T O
HEALTH AND HUMAN RESOURCES BPH - LABORATORY SERVICES
167-ELEVENTH AVENUE SOUTH CHARLESTON, WV 25303 304-558-3530

DATE PRINTED 01/11/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 01/26/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">  SIGNATURE Kavo Group (P.E.X.I.S.) COMPANY 24/JAN/2012 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: right;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 410 279 4114	DATE 24/JAN/2012
TITLE NE Government Manager	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

DEXIS™

US Special Mark
 Today's Date:
 Quote Valid Until:

Customer: WV Health & Human Resources

Ship To:

167 Eleventh Ave
 South Charleston, WV 25303
 Phone: 304-558-3530
 Fax: 304-558-4115
 Email/Fax:

Line Item #	Description	Original Manufacturer
DEXIS FORENSIC PACKAGE		
1	includes: DEXIS Platinum Digital System (includes DEXIS sensor, accessories, 1 year warranty, & training)	DEXIS LLC
2	DEXcare Warranty (2nd & 3rd year)	DEXIS LLC
3	DEXIS forensic software	DEXIS LLC
4	DEXnet software	DEXIS LLC
8	Premium Laptop	DEXIS LLC
9	Shipping for DEXIS system	DEXIS LLC
10	NOMAD PRO with large case to hold all equipment except scanner	Aribex

taxes are applicable

TERMS OF SALE -- US Special Markets
DEXIS LLC

Delivery: DEXIS LLC will use its best efforts to deliver hardware and software specific.
 Delivery Date is subject to change by DEXIS LLC without notice.



KaVo Group

The KaVo Group is an alliance of world class dental equipment companies united by common values of innovation, quality, exceptional customer service and market leading brands of relevance.



ets Sales Quotation Sheet

24-Jan-12
24-Mar-12

DEXIS LLC

2550 Northwinds Pkwy, #100
Alpharetta, GA 30022

same

Special Markets: Steve Bright

Phone: 410-279-4114

Fax: 410-757-4968

steven.bright@kavo.com

Reference Part #	Special Markets Unit Price, \$	Quantity	Extended Price, \$
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PLU5101S	12,995.00	1	12,995.00
PLU106/PLU119	1,995.00	2	3,990.00
PLU236	0.00	1	0.00
PLU222	995.00	1	995.00
PLU517	1,995.00	1	1,995.00
PLU900	100.00	1	100.00
PLU778021 & ARU-07CL	8,695.00	1	8,695.00

Total:	\$	28,770.00
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ed on this Purchase Order ("PO") on a timely basis to the "Customer" however



Limited Warranty: DEXIS agrees, subject to the terms of this limited warranty, to correct any defects in any DEXIS System software covered by this limited warranty which occurs during normal use and is reported to DEXIS within a period of three (3) months from the shipment date.

DEXIS' obligation hereunder shall be on an exchange basis, the part or parts necessary, plus normal surface transportation charges for delivery of replacement components to the customer at the cost of returning any component part to be replaced by DEXIS for exchange. If, in the event of a defect in any components, DEXIS will provide service personnel to correct the defect at no cost except for the cost of the component.

If, upon the inspection of any DEXIS System to which this warranty applies, DEXIS determines that the defect is due to misuse, abuse, accidents, neglect, failure of electrical power, or other causes (including, but not limited to misuse, abuse, accidents, neglect, failure of electrical power), DEXIS shall not be obligated to service the DEXIS System at customer's expense and approval. This warranty shall not apply to any DEXIS System or any modification performed by anyone other than an authorized service technician from the DEXIS Department. Customer must use the DEXIS System hardware with the prescribed DEXIS System software. Usage of any DEXIS System component with non-prescribed DEXIS System hardware. Usage of any DEXIS System component with non-prescribed DEXIS System software is null and void. Any modification of any DEXIS System software will also render void any remedies under this limited warranty are exclusive of all others.

DEXIS' warranty obligation with respect to all components, equipment, and accessories shall be limited to those express written warranties made to DEXIS by the manufacturer or supplier responsible for the installation, service or performance of computers, peripherals (including, but not limited to those express written warranties made to DEXIS by the manufacturer or supplier) supplied by DEXIS or not.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY.

Limitation of Liability: IN NO EVENT SHALL DEXIS BE LIABLE AND CUSTOMER SHALL NOT BE ENTITLED TO RECOVER INCIDENTAL OR SPECIAL DAMAGES, WHETHER OR NOT BASED UPON DEXIS' NEGLIGENCE, STRICT LIABILITY, TORT OR ANY OTHER CAUSE OF ACTION ARISING, DIRECTLY OR INDIRECTLY, FROM THE USE OF ANY PRODUCT HEREUNDER, OR THE USE OR FAILURE THEREOF, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY TO PERSONS OR PROPERTY. IN ANY EVENT, DEXIS' MAXIMUM LIABILITY SHALL BE LIMITED TO THE GROSS PRICE OF THE PRODUCTS FURNISHED HEREUNDER.

Returns: DEXIS LLC operates a strict policy of no returns or refunds on all hardware and software that is returned to DEXIS LLC for refund in unopened, original packaging with original accessories, subject to a minimum restocking fee of 15% of the total order value. Later terms to be determined by DEXIS LLC.

Disputes: All claims, disputes, or disagreements of any kind that may arise between the customer and DEXIS shall be resolved in accordance with the procedures set forth in the Illinois Code of Civil Procedure in Cook County, Illinois. Any lawsuit may be entered in any court having jurisdiction thereof.

Governing Law: Customer and DEXIS LLC agree that these Terms of Sale will be governed by the laws of the State of Illinois.

Effect of Invalidity: The invalidity of any part of any section of the Terms of Sale shall not affect the validity of the remaining parts.

A handwritten signature in black ink, appearing to be a stylized name, located at the bottom right of the page.

Force Majeure: DEXIS shall not be liable for delay in any performance or for failure be excused, when such delay or failure is caused by governmental regulation, fire, flood or other cause or causes, whether of like or different nature, beyond the reasonable control of DEXIS in acceptance of the DEXIS System or any other performance.

Statute of Limitations: Any action resulting from the breach on the part of DEXIS shall be commenced within one year after the cause of action has accrued.

Equal employment Opportunity/Affirmative Action Employer M/F/H/V

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rect any defects in materials or workmanship in any DEXIS System hardware
EXIS in writing during the period of one (1) year from the shipment date and to
hich occurs during normal use and is reported to DEXIS in writing during the

ary to correct any defect covered by this Limited Warranty. DEXIS will pay
product location, but shall not be liable for any other expenses, including the
e opinion of DEXIS, it is not practical to correct the defect by an exchange of
cept for transportation.

etermines that a claimed defect was not due to its workmanship or materials
wer, humidity control, fire, acts of God), DEXIS will proceed to repair and
be null and void upon service, repair or replacement of any portion of the
vice representative, or under the direction of the DEXIS Technical Support
EXIS System software and must use the DEXIS System software with the
ny non-prescribed component will render warranty coverage for the DEXIS
er warranty coverage for the DEXIS System null and void. Customer's

es which are integrated into a DEXIS System and not manufactured by DEXIS,
rer, which DEXIS hereby assigns and transfers to customer. DEXIS is not
luding printers and card readers), and all other third party items, whether

WHATSOEVER WITH RESPECT TO PRODUCT OR SERVICES SOLD
CHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WAIVES ALL CLAIMS AGAINST DEXIS FOR CONSEQUENTIAL,
' NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN
Y, IN RESPECT TO THE DEXIS SYSTEM OR SERVICES COVERED
TED TO, DAMAGES FOR LOST PROFITS, LOSS OF PRODUCTION OR
LITY SHALL NOT EXCEED THE CONTRACT PRICE OF THE DEXIS

and software once the original shipping seals are broken. Hardware or
h the shipping seals unbroken, within 30 days of original shipment, will be
eturns will be accepted only at the sole discretion of DEXIS LLC, and only on

the Customer and the Seller shall be settled by binding arbitration in
ok County, Illinois, and judgment upon the award rendered by the arbitrator(s)

overned by and construed in accordance with the laws of the State of Georgia.

ntained herein shall not affect the validity of any other section in whole or in

A handwritten signature in black ink, appearing to be a stylized name, located at the bottom right of the page.

to render any performance, and any such delay or failure shall for all purposes
od, wind, strike, labor disputes, accident, embargo, riot, act of God, or any
trol of DEXIS. Customer shall bear any costs incidental to Customer's delay or

s to any DEXIS System manufactured or services delivered hereunder must

A handwritten signature in black ink, appearing to be "D. P. Ho", located in the bottom right corner of the page.