

ServiceNet Medical X-Ray Inc.

**5262 Washington Rd.
Albany, OH 45710**

RECEIVED

2012 MAY 11 AM 9:51

WV PURCHASING
DIVISION

Quotation

Name / Address
St. Mary's Correctional Center 2880 N. Pleasant Hwy. St Mary's, WV 26170 Fax 1-304-684-5506

Date	Estimate #
5/7/2012	2011-255

P.O. No.	Terms	Due Date	Rep
	Net 30	6/6/2012	RHS

Item	Description	Qty	Cost	Total
Clean/233	Contracted Monthly Processor Cleaning including Five (5) Gallons of Fixer And Developer each time, Clear Image Cleaning and Developer Tank cleaner as needed	12	233.00	2,796.00
Calibration	Calibration of Equipment Amrad Radiographic System with Printed report and Service Record with Recommendations	1	395.00	395.00T
Proc/Serv	Processor Service Hourly Rate on Mini Med 90 Film Processor as need At Rate of \$65.00 per hour.		0.00	0.00T
Proc/Trave	Travel to service call to and From at rate of \$65.00 per hour.		0.00	0.00T
XRray/Serv	Radiographic Repair Rates on any part of X-ray System at rate of \$150 per hour.		0.00	0.00T
XRray/Trav	Travel Charges to and from service site at a rate of \$75.00 per hour.		0.00	0.00T
Parts	All Parts used on Processor at dealer cost Plus 10%		0.00	0.00T
Parts	All X-ray Repair Parts When avielable at dealers cost Plu 10%		0.00	0.00T
	Customer Support by phone with in 2 hours of less onsite with in 24 hours or less if access permits.			

Subtotal		\$3,191.00
Sales Tax (0.0%)		\$0.00
Total		\$3,191.00

Phone #	Fax #	E-mail
1-800-830-1035	1-866-887-9729	ralph@xrayservice.com

Signature _____





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
SMC21079

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

VENDOR

*316134919 740-707-0290
 SERVICENET MEDICAL XRAY INC
 5262 WASHINGTON ST
 ALBANY OH 45710

SHIP TO

DIVISION OF CORRECTIONS
 ST. MARYS CORRECTIONAL CENTER
 (COLIN ANDERSON CENTER)
 STATE ROUTE 2
 ST. MARYS, WV
 26170 304-558-2036

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/13/2012				

BID OPENING DATE: 05/22/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		898-70		
PREVENTIVE MAINTENANCE ON X-RAY MACHINE OPEN-END CONTRACT THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING BIDS TO PROVIDE PREVENTIVE MAINTENANCE ON AN X-RAY MACHINE AT THE ST. MARYS CORRECTIONAL CENTER PER THE ATTACHED SPECIFICATIONS. INQUIRIES: WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 05/02/2012. 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: TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV						

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.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
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VENDOR	*316134919 740-707-0290
	SERVICENET MEDICAL XRAY INC
	5262 WASHINGTON ST ALBANY OH 45710

SHIP TO	DIVISION OF CORRECTIONS
	ST. MARYS CORRECTIONAL CENTER
	(COLIN ANDERSON CENTER)
	STATE ROUTE 2
	ST. MARYS, WV 26170 304-558-2036

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BID OPENING DATE: 05/22/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
MANDATORY PRE-BID						
<p>A MANDATORY PRE-BID WILL BE HELD ON 04/25/2012 AT 10:00 AM AT THE ST. MARYS CORRECTIONAL CENTER LOCATED AT 2880 NORTH PLEASANT HIGHWAY ST. MARYS, WV 26170. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE</p>						

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ATTENDANCE SHEET.						
EXHIBIT 1						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL 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) SUCCESSIVE ONE (1) YEAR PERIODS.						
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 WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN						

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<p>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>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <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>REV. 9/98</p> <p>EXHIBIT 4</p> <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 EXTEND 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>						

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BID OPENING DATE: 05/22/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:-----TL/32-----						
RFQ. NO.:-----SMC21079-----						
BID OPENING DATE:-----05/22/2012-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ SMC21079 ***** TOTAL: _____						

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SMC21079
REQUEST FOR QUOTATIONS

PREVENTIVE MAINTENANCE FOR THE X-RAY MACHINE AT ST. MARYS
CORRECTIONAL CENTER

The St. Marys Correctional Center (SMCC), a West Virginia Division of Corrections Facility (DOC), is soliciting a lump sum quotation for the preventive maintenance on a X-Ray Machine.

An optional pre-bid meeting is scheduled for April 25, 2012 at 10:00 AM at the St. Marys Correctional Center. Vendors interested in attending the meeting will need to call and register with the following individual:

Name: Donna Harter
Phone: 304-684-5500
Email: Donna.J.Harter@wv.gov

Vendors quoting on this request for quotation **SHALL** comply with the below Specifications:

SPECIFICATION SECTION- PREVENTIVE MAINTENANCE ON A X-RAY MACHINE

PART 1- GENERAL

1.01 DESCRIPTION

- A. The St. Marys Correctional Center (SMCC) is located three (3) miles north of St. Marys, WV, and is located in Pleasants County. The facility is located on State Route 2.

1.02 SUMMARY

- A. The following are the specifications for the preventive maintenance on a Liner MC-150 X-Ray Machine located at the St. Marys Correctional Center Medical Department.

- (1) Vendor must perform monthly cleaning of AFP Imaging Mini-Med 90 X-Ray Film Processor. Serial Number: mm1988-90. This process is to consist of cleaning and changing chemistry, check the rollers, replenishment and recirculation, and check the bearings.
- (2) Vendor must run all tests on the machine before the tech leaves, as well as leaving any solutions that are needed. (i.e., developer and fixer).

- (3) Vendor must perform a annually preventive maintenance on the Liner MC-150 X-Ray Machine which shall include making sure that all parts are functioning properly, and that the radiation field is checked.
- (4) Vendor must be available during the hours of 6:00 AM and 8:00 AM when the X-Ray Tech is on-site. In addition, the vendor must have at least a 24-hour turnaround time period when emergency calls are made or pay liquidated damages in the amount of \$250.00 per day.
- (5) Security measures, all vendors agree, must follow, and shall comply with all St Marys Correctional Center's security measures. It is incumbent on the successful vendor to obtain a copy of all such required measures from either the Associate Warden of Security or the Business Office.
- (6) Monthly visits, the frequency and occurrence will be based on mutually agreed with the successful vendor after award.
- (7) Parts, should parts be needed, vendors must show and supply proof of actual costs for any such parts and obtain approval from the Medical Unit personnel. A 10% markup will be allowed and paid on such pre-approved parts. This section should not be construed to apply to routine miscellaneous supplies. No such payments shall be made for ordinary and routine supplies.
- (8) Factory Trained Technicians. Vendor shall supply to the facility at a mutually agreed time certificates of any such factory-trained technicians who will work on the subject a-ray machine.

1.03 ADDITIONAL TERMS AND CONDITIONS

1. Invoices - Invoices shall be submitted to the Agency for payment monthly (in arrears) and must include the following information:

2. The relationship of the Contractor to the State of West Virginia shall be that of an independent Contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor, as an independent Contractor, is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Contract.

Neither the Contractor nor any employees or sub-Contractors of the Contractor shall be deemed to be employees of the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State of West Virginia and the Agency and shall provide the State of West Virginia and the Agency with a defense against any and all claims including but not limited to, the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this Contract to any person, corporation, partnership, association, or entity without express written consent of the Agency.

3. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against (1) any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by federal or state statutes or regulations; and (3) any failure of the Contractor, its officers, employees or sub-contractors to observe state and federal laws, including but not limited to labor and wage laws.

4. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, federal, state or municipal along with all regulations and ordinances of any regulating body.

5. The Contractor shall pay any applicable sales, use or personal property taxes arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

1.04 SUBMITTALS

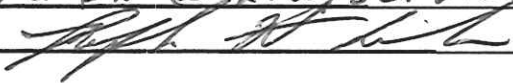
- A. Product Data
- B. Field Test Reports

Part II - AWARD

- 2.1 The contract will be awarded to the vendor with the lowest grand total amount meeting all of the specifications with the most complete bid. **Without exception, the bid price shall be all inclusive of everything, to include travel, lodging, meals, supplies or any other incidentals. It is preferred that Vendors use the attached bid form. Please note the estimated quantity for parts usage is an estimation for bidding purposes only. Amounts may be more or less.**

SMC21079-St. Mary's Correctional Center

Bid Form

Item #	Description	Estimated Quantity	Unit Price	Extended Amount
1	Monthly Flat Rate for Preventive Maintenance on X-Ray machine	1 X-ray 12 months	395.00 233.00	395 2796
2	Parts Usage 10% mark-up	5,000	%	
Failure to use this form may result in disqualification			GRAND TOTAL:	\$ 3,191.00 + PARTS
Bidder / Vendor Information:				
Name:	Service Not Medical X-ray			
Address:	5262 WASHINGTON RD ALBANY OHIO 45710			
Phone#:	740-698-4113			
Email Address:	ralph@xrayservice.com			
Authorized Signaire:				

RFQ No. SMC 21079

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 exceeds 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: ServiceNet Medical X-ray

Authorized Signature: [Signature] Date: 5-7-2012

State of Ohio

County of Athens, to-wit:

Taken, subscribed, and sworn to before me this 7th day of May, 2012

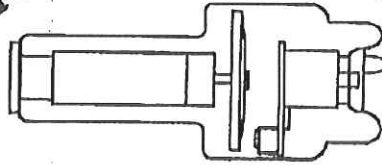
My Commission expires MORGAN BEAN, 20 .

NOTARY PUBLIC, STATE OF OHIO
My Commission Expires June 23, 2014
Commission Recorded in Athens County

AFFIX SEAL HERE

NOTARY PUBLIC [Signature: Morgan Bean]

ServiceNet Medical X-Ray



Phone: 1-800-830-1035
Fax: 1-866-887-9729
E-mail: ralph@xrayservice.com
5262 Washington Rd.
Albany, OH
45710

Fax Transmittal Form

RECEIVED
2012 JUN -8 AM 7:29
WV PURCHASING
DIVISION

To:

Name: Tara Lyle

Organization Name/Dept: WV Dept. of Admin. Purchase

Phone number: 1-304-558-2544

Fax number: 1-304-558-3970

Date sent:

Time sent:

Number of pages including cover page: 3

From:

Ralph Scribner

Phone: 1-800-830-1035

Fax: 1-866-887-9729

Email: ralph@xrayservice.com

Urgent

For Review

Please Comment

Please Reply

Message:

Call if you need more information or have any Questions @ 740-707-0290

Thanks You

Ralph



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
 SMC21079

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 TARA LYLE
 304-558-2544 3970

VENDOR

*316134919 740-707-0290
 SERVICENET MEDICAL XRAY INC
 5262 WASHINGTON ST
 ALBANY OH 45710

SHIP TO

DIVISION OF CORRECTIONS
 ST. MARYS CORRECTIONAL CENTER
 (COLIN ANDERSON CENTER)
 STATE ROUTE 2
 ST. MARYS, WV
 26170 304-558-2036

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/04/2012				
BID OPENING DATE: 06/14/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. TO MOVE THE BID OPENING FROM 06/05/2012 TO 06/14/2012.						
2. ADDENDUM ACKNOWLEDGEM IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO, 2						
0001	1	LS		898-70		
PREVENTIVE MAINTENANCE ON X-RAY MACHINE						
***** THIS IS THE END OF RFQ SMC21079 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 740-707-0290	DATE 6-7-2012
TITLE <i>[Signature]</i>	FEIN 31-6134919	ADDRESS CHANGES TO BE NOTED ABOVE

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

EXHIBIT 10

REQUISITION NO.:

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 ... *AKS*

NO. 2 ... *AKS*

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. 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.

[Handwritten Signature]
.....
SIGNATURE

ServiceNet Inc
.....
COMPANY

6-6-2012
.....
DATE