



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFO NUMBER  
**WEH12041**

PAGE  
**1**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

*Steris Corp.*

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
12/29/2011				

BID OPENING DATE: **01/12/2012** 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.: WEH12041						
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 .....						
NO. 2 .....						
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.						

RECEIVED  
 2012 JAN 10 AM 10:51  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE

## 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 the 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/proc/hipaa.html](http://www.state.wv.us/admin/purchase/proc/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 Commissioner. 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 final 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 of 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 disqualification: 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. §148-1-6.6).

Rev. 11/09/11



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 WEH12041
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PAGE 2
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ADDRESS OF RESPONSE TO ATTENTION OF ROBERTA WAGNER 304-558-0067
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RFQ COPY  
 TYPE NAME/ADDRESS HERE

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
12/29/2011				

BID OPENING DATE: 01/12/2012 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>.....                      SIGNATURE                      STEW'S corp.....                      COMPANY                      1-9-11.....                      DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
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PAGE  
**3**

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

RFQ COPY  
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VENDOR

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
12/29/2011				

BID OPENING DATE: **01/12/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	EXT NO	ITEM NUMBER	LINE PRICE	AMOUNT
0001	1	JB		938-56		
SERVICE SUPPORT AGREEMENT FOR VARIOUS MEDICAL EQUIP.						
***** THIS IS THE END OF RFQ WEH12041 ***** TOTAL: .....						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	PERIN	ADDRESS CHANGES TO BE NOTED ABOVE

Addendum 1  
WEH12041

Q.1. Is there a previous contract for this equipment?

A.1. No

Q.2. Who is the vendor currently servicing the equipment?

A.2. Horizon CSA

Q.3. What was the cost of the last year's contract and is this the same equipment as last year's contract?

A.3. N/A

Q.4. Is the contract available for viewing?

A.4. N/A

Q.5. Is there a service history available?

A.5. Yes

Q.6. Is all the equipment up and running?

A.6. Yes

Q.7. I need to get the Model of the items below they are not list with enough information to properly bid.



	<u>Manf.</u>	<u>Description</u>	<u>Serial #</u>	<u>Model #</u>
A.7.	Amsco	Warming Cabinet-dual compartment	0414803191	ODJ06
	Steris	Steam Sterilizer Sterilizer Eagle Series 3000	0116302-01	E3043-1
	Steris	Ultrasonic Cleaning System	0406706-056	SC1224C

Q.8. Under General Requirements: Do you want a bid that provides PM No Parts or PM and Parts?

A.8. Item A. on the cost sheet is for PM no parts.

Item B. on the cost sheet is for corrective maintenance/repairs, during normal business hours 8 a.m. to 5 p.m.

Item C. on the cost sheet is for \$3,000.00 estimated parts plus \_\_\_\_% percentage mark- up.

The rates for after-normal business hours, rate for weekends, and rate for holidays is informational only.

Q.9. Under Scope of Work – Can you please define Routine Coverage 8 – 5 PM?

A.9. Preventative maintenance and repairs made during the hours of 8 a.m. to 5 p.m., Monday through Friday.



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

DATE PRINTED <b>12/14/2011</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: <b>01/12/2012</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOM	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		938-56		
<b>OPEN-END BLANKET CONTRACT</b>  <b>SERVICE SUPPORT AGREEMENT FOR VARIOUS MEDICAL EQUIP.</b>  <b>REQUEST FOR QUOTATION</b>  <b>TO PROVIDE AN OPEN END CONTRACT FOR A SERVICE SUPPORT AGREEMENT FOR SPECIFIED MEDICAL EQUIPMENT FOR WELCH COMMUNITY HOSPITAL PER THE ATTACHED SPECIFICATIONS. EXHIBIT 3</b>  <b>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.</b>  <b>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE</b>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	PEN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN REPLYING TO RFQ, INSERT NAME AND ADDRESS ABOVE  
 JAN. 6. 2012 4:38PM WV DIV OF PURCH NO. 2664 P. 8



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  
 WEH12041

SHEETS XXJ 9/26/6  
 PAGE  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 304-558-0067

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOR	FREIGHT TERMS
12/14/2011				

BID OPENING DATE: 01/12/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UO	UNIT PRICE	AMOUNT
<p>IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>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) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO</p>				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FON	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED "VENDOR"  
 JAN. 6. 2012 4:39PM WV DIV OF PURCH NO. 2664 P. 9





State of West Virginia  
 Department of Administration  
 Purchasing Division  
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 Charleston, WV 25305-0130

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BID NUMBER:  
**WEH12041**

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**3**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

STATE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FRIGHT TERMS
12/14/2011				
BID OPENING DATE: 01/12/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>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.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>INQUIRIES:          WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 12/27/2011. 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</p>						

SIGNATURE			TELEPHONE		DATE
TITLE		FBIJN		ADDRESS CHANGES TO BE NOTED ABOVE	

JAN. 6. 2012 4:40PM WV DIV OF PURCH  
 WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS  
 NO. 2664 P. 10



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  
 WSH12041

PAGE  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 804-558-0067

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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
12/14/2011				
BID OPENING DATE: 01/12/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAP NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>E-MAIL: ROBERTA.A.WAGNER@WV.GOV</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> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>REV 07/16/2007</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p>						

SIGNATURE				TELEPHONE		DATE
TITLE		FERN		ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS ABOVE  
 JAN. 6. 2012 4:40PM WV DIV OF PURCH NO. 2664 P. 11



State of West Virginia  
 Department of Administration  
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 2019 Washington Street East  
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# Request for Quotation

RFQ NUMBER  
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PAGE  
**5**

ADDRESS CORRESPONDENCE ATTENTION OF  
**ROBERTA WAGNER  
 804-558-0067**

RFQ COPY  
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VENDOR

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		
12/14/2011						
BID OPENING DATE: 01/12/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>NOTICE</b></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.:-----WEH12041-----</p> <p>BID OPENING DATE:-----1/12/2012-----</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:  <i>(415) 962-5976</i></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
TITLE		FON		ADDRESS CHANGES TO BE NOTED ABOVE		



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PAGE  
**6**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ROBERTA WAGNER**  
**804-558-0067**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

VENDOR

**HEALTH AND HUMAN RESOURCES**  
**WELCH COMMUNITY HOSPITAL**

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

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LINE	QUANTITY	UOP	UOM	ITEM NUMBER	UNIT PRICE	AMOUNT
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***** THIS IS THE END OF RFQ WEH12041 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

000007

**REQUEST FOR QUOTATION**  
**STATE OF WEST VIRGINIA**  
Department of Health and Human Resources  
Welch Community Hospital  
WEH12041 Service Support for Medical Equipment

**GENERAL INFORMATION****Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital, "Agency" is soliciting Quotations to provide a service support agreement on medical equipment for Welch Community Hospital.

**Project:**

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

**OPERATING ENVIRONMENT****Location:**

Agency is located at Welch Community Hospital, 454 McDowell Street, Welch, WV 24801

**Background:**

Welch Community Hospital is a 124 bed hospital, 59 of which are Long Term care beds. Acute care beds include: 8 Intensive care beds; 2 pedlatic beds; 10 obstetrical beds and 45 medical/surgical beds. The hospital serves the counties of McDowell, Wyoming and Mingo with a total market population of about 83,000.

**PROCUREMENT SPECIFICATIONS****General Requirements**

The mission/purpose of this project is to provide a service/support agreement for medical equipment. Agreement is to include on-site equipment repairs and scheduled preventative maintenance (PM's) which are factory recommended. This must include labor and travel.

Repair parts will be provided by the vendor with a predetermined mark-up as indicated on the cost sheet. (Not to exceed 10 %.) Though there is no guarantee that corrective maintenance work will be required, as a basis for providing this bid, the vendor may assume that a total of seventy-five (75) hours will be used, along with materials costing an estimated \$3,000.

000008

**Scope of Work:**

The vendor is to quote providing of service support for medical equipment at Welch Community Hospital, more specifically, vendor shall include, but not be limited to the following requirements:

1. Vendor shall provide routine coverage from 8:00 a.m. to 5:00 p.m. (excluding holidays).
2. Vendor shall have the ability if needed, to provide on-site corrective maintenance after hours, weekends, and holidays as needed.
3. The vendor must ensure that a local engineer/technician is available to provide onsite service within 4 hours of receiving a service call. The vendor will be certified for equipment listed.
4. Vendor shall provide technical support via phone 24 hours per day 7 days per week.
5. The vendor must complete PM's on a monthly and/or bi-annual basis for the specified medical equipment as recommended by the manufacturer.
6. When equipment becomes inoperable due to mechanical failure, vendor is required to provide repairs. Should this be required the contractor agrees to provide corrective maintenance at the hourly rate as indicated on cost sheet.
7. The vendor must provide the hospital with copies of all maintenance service reports and other documents that describe the actual maintenance work performed on each item on equipment list. If maintenance is needed after normal business hours from 5 p.m. to 8 a.m. or on holidays, the hourly rate will be indicated on cost sheet attached.
8. Services provided shall meet JCAHO (Joint Commission on the Accreditation of Healthcare Organizations) compliance ([www.jointcommission.org](http://www.jointcommission.org)).
9. Hospital will notify vendor in advance if new equipment (equipment that may be purchased after the date of the contract and added only after new equipment warranty has been exhausted) is to be added to the equipment list. Pricing of any equipment added will be of mutual agreement between the vendor and the hospital via change orders and proper documentation of such.
10. Equipment deleted from service agreement prior to the expiration of agreement will be removed by mutual agreement by vendor and hospital, and the contract amount will be reduced by the amount allotted for the equipment, prorated from the date of removal.

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11. If it is determined that a piece of equipment has reached the end of its service life, the vendor must notify the hospital in writing. The facility will then evaluate retirement of the equipment. After notification from the vendor and evaluation, if the hospital desires the piece of equipment to remain in service it will be maintained and repaired on a time and material basis.
12. Vendor must have Worker's compensation insurance and general liability with an amount of at least \$1,000,000.00 C.S.L. (combined single limit), since they are working on-site.
13. Payment will be made to the vendor on a monthly basis, in arrears for service.
14. Contract will be awarded to the lowest grand total bid meeting specifications.
15. Successful bidder must be a registered vendor with the WV State Purchasing Division and the Secretary of States Offices, and any other entity that is required by West Virginia State Code including but not limited to section 21-11-2.
16. 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) one (1) year periods.

WEH12041 Service Support Agreement for Medical Equipment  
 Cost Sheet

Item No.	Quantity	Manufacturer	Description	Serial #	Monthly Cost	Annual Cost
1	1	Sony	PVM-1343MID Trinitron color monitor	2013503	NA	NA
2	1	Sony	PVM-1943MID Trinitron color monitor	2008458	NA	NA
3	1	Olympus	CLV-U20 light source	8253735	NA	NA
4	1	Olympus	CO2 insufflator	01-03500A2	NA	NA
5	1	Olympus	Visera CLV-S40 Xenon light source	7508491	NA	NA
6	1	Olympus	Visera OTV-S7 Digital Processor	7560648	NA	NA
7	1	Aspen Labs	Inflatomatic 3000 regulator	BL058913	NA	NA
8	1	SchucoVac	Model 130	1.297E+11	NA	NA
9	1	USSC	Auto Sonix generator	AS 1499	NA	NA
10	1	Siemens	SC 6002XL Vital Signs Monitor	5512710472	NA	NA
11	1	Ohmeda	Blox 3700 Pulse Oximeter	118-79912	NA	NA
12	1	Ohmeda	Blox 3740 pulse Oximeter	FMPS02265	NA	NA
13	1	Physio Control	VSM 2 vitals monitor	2263	NA	NA
14	1	Bair Hugger	Model 500/OR	502E42355USA	NA	NA
15	1	Baxter	AS 50 Syringe pump	807069AB	NA	NA
16	1	Physio Control	VSM 1 vitals monitor	5397	NA	NA
17	1	Ohio	Model 370 peds aerosol tent	AEMM00772	NA	NA
18	1	Ohio	Model 370 peds aerosol tent	AEMM00775	NA	NA
19	1	Ohio	Model 370 peds aerosol tent	AEMM00686	NA	NA
20	1	Ohio	Model 370 peds aerosol tent	AEMM00767	NA	NA
21	1	Ohio	Model 370 peds aerosol tent	AEMM00734	NA	NA
22	1	Kangaroo	Enteral pump	S9813941	NA	NA
23	1	Bair Hugger	Model 505 warmer	47227	NA	NA
24	1	Olympus	CLK-3 cold light source	7646709	NA	NA
25	1	SchucoVac	Model 130	1.297E+11	NA	NA
26	1	Malis	Quardlite light source	387	NA	NA
27	1	Storz	S-6002 lightsource	4639	NA	NA
28	1	Kendall	SCD model 5325 arthrombic pump	EB018557	NA	NA
29	1	Venodyne	Model 510 arthrombic pump	992632970	NA	NA
30	1	Kendall	SCD model 7325 arthrombic pump	E0327675	NA	NA
31	1	IVAC	4415C vital signs monitor	499333379	NA	NA

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32	1	Olympus	OTV-S2 camera processor	2246834	NA	NA
33	1	Olympus	OTV-S5 camera processor	7764493	NA	NA
34	1	IVAC	4415C vital signs monitor	499333372	NA	NA
35	1	Level 1	H-25 pressure infusion system	1738	NA	NA
36	1	Level 1	H-1200 fluid warmer	20050321	NA	NA
37	1	Olympus	Hystero insufflator	9055609	NA	NA
38	1	Olympus	Exera II CV-180 Video system	7980556	NA	NA
39	1	Olympus	Exera II CLV-180 light source	7909466	NA	NA
40	1	Olympus	OEV191H HD LCD monitor	7820788	NA	NA
41	1	Olympus	CIE-F10 light source	7622785	NA	NA
42	1	HP	M1722 Codemaster defib	US00105777	NA	NA
43	1	HP	M1722 Codemaster defib	3304A05846	NA	NA
44	1	HP	M1722 Codemaster defib	3814A14110	NA	NA
45	1	HP	M1722 Codemaster defib	US00109346	NA	NA
46	1	HP	heartstream AED	32984	NA	NA
47	1	GE	Dinamap Pro Care	AAW083102222SA	NA	NA
48	1	GE	Dinamap Pro Care	AAW08310123SA	NA	NA
49	1	GE	Dinamap Pro Care	AAW08310264SA	NA	NA
50	1	GE	Dinamap Pro Care	AAW08310235SA	NA	NA
51	1	GE	Dinamap Pro Care	AAW08310249SA	NA	NA
52	1	GE	Dash 3000 vitals monitor	SD007283070GR	NA	NA
53	1	GE	CKC Central Station	SCH08305074GA	NA	NA
54	1	GE	Dash 4000 vitals monitor	SBG070880956R	NA	NA
55	1	GE	Dash 4000 vitals monitor	SD0072206146R	NA	NA
56	1	GE	Dash 4000 vitals monitor	SD0072206136R	NA	NA
57	1	GE	Dash 4000 vitals monitor	SD0072208976R	NA	NA
58	1	GE	Dash 4000 vitals monitor	SD0080666186R	NA	NA
59	1	GE	Dash 3000 vitals monitor	SBG061516946R	NA	NA
60	1	IVAC	4415C vital signs monitor	499333381	NA	NA
61	1	IVAC	4415C vital signs monitor	499333404	NA	NA
62	1	IVAC	4415C vital signs monitor	499333384	NA	NA
63	1	IVAC	4415C vital signs monitor	499333435	NA	NA
64	1	IVAC	4415C vital signs monitor	499333396	NA	NA
65	1	IVAC	4415C vital signs monitor	499333376	NA	NA
66	1	IVAC	4415C vital signs monitor	4993333405	NA	NA

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67	1	1	IVAC	4415C vital signs monitor	499333408	N/A
68	1	1	IVAC	4415C vital signs monitor	499333455	N/A
69	1	1	IVAC	4415C vital signs monitor	499333377	N/A
70	1	1	IVAC	4415C vital signs monitor	499333409	N/A
71	1	1	IVAC	4415C vital signs monitor	499333354	N/A
72	1	1	Unico	Colposcope	UP200806-17	N/A
73	1	1	Siemens	SC 7000 vitals monitor	5394361457	N/A
74	1	1	Siemens	SC 6002XL Vital Signs Monitor	5512709866	N/A
75	1	1	Siemens	SC 6002XL Vital Signs Monitor	5512709964	N/A
76	1	1	Siemens	SC 6002XL Vital Signs Monitor	5512707672	N/A
77	1	1	Siemens	SC 7000 vitals monitor	5394375255	N/A
78	1	1	Siemens	SC 6002XL Vital Signs Monitor	5512709465	N/A
79	1	1	Siemens	SC 6002XL Vital Signs Monitor	5512709670	N/A
80	1	1	Nellcor	N-3000 SpO2 monitor	21278167	N/A
81	1	1	Nellcor	N-3100 NIBP monitor	20866559	N/A
82	1	1	SchucoVac	Model 130 suction unit	19800033514	N/A
83	1	1	SchucoVac	Model 130 suction unit	11040993	N/A
84	1	1	Precision Medical	PM50 Easy Comp compressor	438	N/A
85	1	1	Precision Medical	PM50 Easy Comp compressor	503	N/A
86	1	1	Respironics	332203 BiPap unit	221756	N/A
87	1	1	Schiller	Cardiwit CS-100 EKG	150,00881	N/A
88	1	1	Timeter	Aridyne 3500 compressor	L32A	N/A
89	1	1	Med-Graphics	Profiler Pulmonary Diagnostic System	218000913	N/A
90	1	1	HP	M1700A Pagemaster EKG	3130A02959	N/A
91	1	1	Johnson and Johnson	Dinamap MPS vitals monitor	980H0006451	N/A
92	1	1	Olympic	bill-lite model 33	20100	N/A
93	1	1	Olympic	bill-lite model 33	27785	N/A
94	1	1	Detecto	model 6735 infact scale	9811-032	N/A
95	1	1	Welch Allyn	48740 exam light	N/A	N/A
96	1	1	Welch Allyn	48740 exam light	N/A	N/A
97	1	1	GE	Corometrics 250 FECG monitor	SBE06272649PR	N/A
98	1	1	GE	Corometrics 250 FECG monitor	SBE06292854PR	N/A
99	1	1	Wilmet Caste Company	Model 152 mobile OR light	11424	N/A
100	1	1	Burton	model 0113012 operating light	21258	N/A
101	1	1	Ohio	Neonatal Care Center	ABAND0290	N/A

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102	1	Armeda	Compact 30lf suction pump
103	1	IVAC	4415C vital signs monitor
104	1	WAC	4415C vital signs monitor
105	1	Ross	Patrol enteral pump
106	1	Ross	Patrol enteral pump
107	1	Ross	Patrol enteral pump
108	1	Ross	Patrol enteral pump
109	1	Alaris	7100GV IV Pump
110	1	Alaris	7100K IV Pump
111	1	Alaris	7100K IV Pump
112	1	Alaris	7100K IV Pump
113	1	Alaris	7100K IV Pump
114	1	Alaris	7100K IV Pump
115	1	Alaris	7100K IV Pump
116	1	Alaris	7100K IV Pump
117	1	Alaris	7100K IV Pump
118	1	Alaris	7100K IV Pump
119	1	Alaris	7100K IV Pump
120	1	Alaris	7200K IV Pump
121	1	Alaris	7100K IV Pump
122	1	Alaris	7100K IV Pump
123	1	Alaris	7100K IV Pump
124	1	Alaris	7100K IV Pump
125	1	Alaris	7100K IV Pump
126	1	Alaris	7100K IV Pump
127	1	Alaris	7100K IV Pump
128	1	Alaris	7200K IV Pump
129	1	Alaris	7100K IV Pump
130	1	Alaris	7100K IV Pump
131	1	Alaris	7200K IV Pump
132	1	Alaris	7100K IV Pump
133	1	Alaris	7200K IV Pump
134	1	Alaris	7200K IV Pump
135	1	Alaris	7200K IV Pump
136	1	Alaris	7100K IV Pump

AD711509	499333426
499333430	2024163
2004078	2111101
2073298	3237205
3429285	3429268
3429278	3429278
3430505	3429201
3429201	3429130
3429272	3429272
3429281	3429281
3429243	3429243
3429229	3429229
3432568	3432568
3430513	3430513
3430527	3430527
3429245	3429245
3429197	3429197
3429250	3429250
3429248	3429248
3429253	3429253
3432604	3432604
3429244	3429244
3430540	3430540
3431610	3431610
3429259	3429259
3432567	3432567
3432672	3432672
3432609	3432609
3430531	3430531

N/A

N/A

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137	1	Alaris	7100K IV Pump	3439221	N/A
138	1	Alaris	7100K IV Pump	3429237	N/A
139	1	Alaris	7100K IV Pump	3430534	
140	1	Alaris	7100K IV Pump	3432620	
141	1	Alaris	7100K IV Pump	3429246	
142	1	Alaris	7100K IV Pump	3430521	
143	1	Alaris	7200K IV Pump	3432653	
144	1	Alaris	7100K IV Pump	3429238	
145	1	Alaris	7100K IV Pump	3429242	
146	1	Alaris	7100K IV Pump	3429284	
147	1	Alaris	7100K IV Pump	3429222	
148	1	Alaris	7100K IV Pump	3429276	
149	1	Alaris	7100K IV Pump	3429270	
150	1	Alaris	7100K IV Pump	3430504	
151	1	Alaris	7200K IV Pump	3232079	
152	1	Alaris	7200K IV Pump	3432717	
153	1	Alaris	7200K IV Pump	3432602	
154	1	Alaris	7200K IV Pump	3432708	
155	1	Alaris	7100K IV Pump	3429241	
156	1	Alaris	7100K IV Pump	3432666	
157	1	Alaris	7200K IV Pump	3432669	
158	1	Alaris	7200K IV Pump	3429247	
159	1	Alaris	7200K IV Pump	3429274	
160	17	Welch Allyn wall mounted otoscopes	74710	N/A	
161	2	Welch Allyn wall mounted otoscopes	767	N/A	
162	2	Welch Allyn wall mounted otoscopes	48830	N/A	
163	1	Siemens telemetry transmitter	5591537	5102070877	
164	1	Siemens telemetry transmitter	5591537	5102069772	
165	1	Siemens telemetry transmitter	5591537	5102072180	
166	1	Siemens telemetry transmitter	5591537	5600862275	
167	1	Siemens telemetry transmitter	5591537	5102255375	
168	1	Siemens telemetry transmitter	5591537	5600994765	
169	1	Siemens telemetry transmitter	5591537	5102068773	
170	1	Amisco	Washer/Sterilizer 3012	0106798-01	
171	1	Steris	Ultrasonic Cleaning System	0405706-056	

N/A

N/A

\$200.00

\$76.66

\$3.400

\$920.00

NO. 2664 P. 22  
 172 1 1 Steris  
 173 1 1 Datex-Ohmeda  
 174 1 1 Datex-Ohmeda  
 175 1 1 Datex-Ohmeda  
 176 1 1 Datex-Ohmeda  
 177 1 1 Arnco  
 178 1 1 GE  
 179 1 1 GE  
 180 1 1 Ohmeda

Steam Sterilizer  
 Cardiocap/5 Monitor  
 Cardiocap/5 Monitor  
 Aestiva/5 Anesthesia Machine  
 Aestiva/5 Anesthesia Machine  
 Warming Cabinet-dual compartment  
 Fetal Monitor  
 Fetal Monitor  
 Infant Incubator 304-3256-910

\*0116302-01  
 6039851  
 6049469  
 AMR03017  
 AMR02634  
 D414803191  
 SBE 06272549PR  
 SBE 06292854PR  
 BEON00363  
 Total

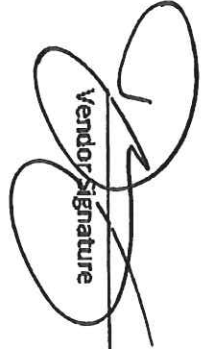
Item	Hourly Rate	Annual Estimate
Steam Sterilizer	\$ 250.00	\$ 3,000.00
Cardiocap/5 Monitor	N/A	N/A
Cardiocap/5 Monitor	N/A	N/A
Aestiva/5 Anesthesia Machine	N/A	N/A
Aestiva/5 Anesthesia Machine	N/A	N/A
Warming Cabinet-dual compartment	\$ 300.00	\$ 3,600.00
Fetal Monitor	N/A	N/A
Fetal Monitor	N/A	N/A
Infant Incubator 304-3256-910	N/A	N/A
<b>Total</b>	<b>\$ 550.00</b>	<b>\$ 6,600.00</b>

**For evaluation purposes only**  
**Costs:**  
 75 hrs. Estimated Technician Rate for corrective maintenance work, for evaluation purposes only.  
 This is an estimate only and actual hours needed at the facility will be provided by the successful bidder, whether it be more or less. This hourly rate will remain firm for the life on the contract.

**For evaluation purposes only**  
 Estimated \$3,000.00 in parts at cost x \_\_\_\_\_ % percentage mark-up =  
 This is an estimate only and the actual cost amount for parts needed for repairs will be provided by the successful bidder, whether it be more or less.  
 Rate for after normal business hours =  
 Rate for weekends=  
 Rate for holidays=

Annual Parts Cost Estimate: C \$ \_\_\_\_\_  
 All Annual Cost Grand Total (A + B + C) = \$ 19,055.00

Contract will be awarded to the lowest grand total bid meeting specifications.  
STENIS QAP  
 Vendor Name:

  
Vendor Signature

Date: 1-9-11

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Rev. 09/08

# 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: STERN'S Corp

Signed: [Signature]

Date: 1-9-11

Title: MAURICE S. COLE

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

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RFQ No. WEH12041

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: STERIS CORP

Authorized Signature: [Signature] Date: 1-9-12

State of OH

County of Lake, to-wit:

Taken, subscribed, and sworn to before me this 9 day of JAN, 2012.

My Commission expires December 29, 2015.

NOTARY PUBLIC [Signature]



**SKYE WARNER**  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Lake County  
My Comm. Exp. 12/29/15