



AMIS Systems, Inc.
221 22nd St.
Huntington, WV 25703

Bid Submission:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130

Ship To:

Health and Human Resources
John Manchin, Sr. Health Care
401 Guffey Street
Fairmont, WV 26554

To Whom It May Concern:

Thank you for the opportunity to bid on Solicitation Number: **MHC13123**.

Included in this packet you will find:

- All mandatory desired item requirements matched to exact specifications listed in Section 3, General Requirements of Request for Quotation
 - Del Medical Model OTC12D Overhead Tube Crane with touch screen control panel and Ralco manual collimator
 - EV650 Four-Way Float Top Table with 650lb patient capacity with remote hand switch
 - VS300 Vertical Wall Stand with 17"x17" Bucky with 10:1 Grid with manual cassette try with overhead hand grips
 - CPI CM40 Single Phase, High-Frequency Generator, 125 kvp with Membrane console with 300 KHU Varian Tube; DR upgradeable.
 - System will fit within existing x-ray area, dimensions of 23' long x 23.5' wide x 10' high
 - Price includes installation of new equipment
 - Trade-in allowance listed on quote
- Completed and signed RFQ, Bid Evaluation, Vendor Preference Certificate, Purchasing Affidavit, Certification and Signature Page, Addendum Acknowledgement Form, and completed Solicitation document.
- Insurance documentation

Thank you for the opportunity to earn your business,

Tom Kinder
Vice President, Sales
AMIS Systems

04/19/13 01:27:01 PM
West Virginia Purchasing Division



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

Solicitation

NUMBER
MHC13123

PAGE
1

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

V E N D O R	*709042737	304-525-8974
	AMIS SYSTEMS INC	
	221 22ND ST	
	HUNTINGTON WV 25703	

S H I P T O	HEALTH AND HUMAN RESOURCES	
	JOHN MANCHIN, SR. HEALTH CARE	
	401 GUFFEY STREET	
	FAIRMONT, WV	26554

DATE PRINTED
03/20/2013

BID OPENING DATE: 04/18/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		898-80		
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES; JOHN MANCHIN SR. HEALTH CARE CENTER LOCATED AT 401 GUFFEY STREET, FAIRMONT, WV 26554 REQUEST A QUOTE TO PROVIDE ALL LABOR, MATERIALS, & EQUIPMENT FOR THE PURCHASE OF A DELL MODEL OTC12D MANUAL RADIOGRAPHIC SYSTEM OR EQUAL PER THE ATTACHED SPECIFICATIONS AND INSTRUCTION TO BIDDERS.						
DELL MODEL OTC12D MANUAL OVERHEAD TUBE CRANE SYSTEM						
TO PROVIDE LABOR, MATERIALS AND EQUIPMENT TO PROVIDE AND INSTALL A DELL MODEL OTC12D MANUAL RADIOGRAPHIC SYSTEM OR EQUAL.						
***** THIS IS THE END OF RFQ MHC13123 ***** TOTAL:						\$54,498.00

SIGNATURE <i>Tom Kins</i>	TELEPHONE (800) 446-4135	DATE 4/18/2013
TITLE Vice President, Sales	FEIN 55-0525371	ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening.

☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: April 2, 2013

Submit Questions to:

Roberta Wagner

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970

Email: Roberta.A.Wagner@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☒ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

April 18, 2013 at 1:30 pm

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on

 and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- ☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- ☒ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- ☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - ☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

 - ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

 - ☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

 - ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
 - ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

☒ **Commercial General Liability Insurance:**
 or more.

☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

☒ General Property Damage - \$1,000,000.00

☐

☐

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☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- [] **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[]

[]

[]

[]

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

	for	

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://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 Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor. Additionally, the HIPAA Privacy, Security, Enforcement & Breach Notification Final Omnibus Rule was published on January 25, 2013. It may be viewed online at <http://www.gpo.gov/fdsys/pkg/FR-2013-01-25/pdf/2013-01073.pdf>. Any organization, that qualifies as the Agency's Business Associate, is expected to be in compliance with this Final Rule. For those Business Associates entering into contracts with a HIPAA Covered State Agency between January 25, 2013 and the release of the 2013 WV State Agency Business Associate Agreement, or September 23, 2013 (whichever is earlier), be advised that you will be required to comply with the 2013 WV State Agency Business Associate Agreement. For those Business Associates with contracts with a HIPAA Covered State Agency executed prior to January 25, 2013, be advised that upon renewal or modification, you will be required to comply with the 2013 WV State Agency Business Associate Agreement no later than September 22, 2014.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and 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.

46. **INDEMNIFICATION:** The Vendor 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 Vendor, 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 Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
47. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
48. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
49. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- ☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or

such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of John Manchin Sr. Health Care Center to establish a contract for the one time purchase of all labor, materials, equipment and anything incidental to replace the existing X-Ray Equipment at John Manchin Sr. Health Care Center, 401 Guffey Street, Fairmont, WV.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Desired Item"** means the list of items identified in Section III, Subsection 1 below Advanced Radiographic System.
 - 2.2 **"Bid Evaluation Sheet"** means the page upon which Vendor should list its proposed price for the Desired Items in the manner requested by thereon. The Desired Item is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 **"RFQ"** means the official RFQ published by the Purchasing Division and identified as MHC13123.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Desired Item Requirements:** Desired Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **Vendor shall provide a Dell Model OTC12D or equal Manual Overhead Tube Crane System with touch screen control panel and Ralco or equal manual Collimator to this model which must possess the following features:**
 - 3.1.1.1 System must include an EV650 or equal Elevating, Four-Way Float Top Table with 650lb patient capacity. Must include remote hand switch.
 - 3.1.1.2 System must include a VS300 or equal Vertical Wall Stand with a 17"x17" Bucky with a 10:1 Grid with manual cassette tray with overhead hand grips.

REQUEST FOR QUOTATION
MHC13123 Advanced Radiographic System

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3.1.1.3 System must include a CPI CM40 or equal 40kw Single Phase High-Frequency Generator 125 kvp with Membrane console with 300 KHU Varian Tube. Must be DR upgradeable.

3.1.1.4 System must be installed in existing X-ray area, dimensions of 23' long x 23 1/2' wide x 10' high

3.1.1.5 The price will include installation of new equipment

3.2 Trade in of Existing Equipment: As a deductive alternate, bidders shall offer a trade-in allowance for the existing X-Ray Equipment as shown on attached Financial Information Management System Fixed Assets Retirement Cover Sheet that will allow the State to essentially sell the existing system to the vendor. If the deductive alternate for the trade-in allowance is accepted, Vendor shall own the old X-Ray Equipment and all components must be removed from the area and/or legally disposed of, prior to installation of the new equipment. Vendor will be responsible for all costs associated with the removal and disposition of the old equipment.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Desired Items. The Contract shall be awarded to the Vendor that provides the Desired Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Bid Evaluation Sheet: Vendor should complete the Bid Evaluation Sheet by submitting a Grand Total Bid Amount. Award will be made to the lowest Grand Total from a responsible bidder that meets all the mandatory requirements. Vendor should complete the Bid Evaluation Sheet in full as failure to complete the Bid Evaluation Sheet in its entirety may result in Vendor's bid being disqualified. Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Bid Evaluation Sheet to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Payment in advance is not permitted under this Contract.

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor shall ship the Desired Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Desired Items within 45 working days after receiving a purchase order. Desired Items must be delivered to Agency at 401 Guffey Street, Fairmont, WV 26554
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Desired Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Desired Items from a third party.
- Any Agency seeking to obtain the Desired Items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Desired Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Desired Items to be unacceptable, the Desired Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

REQUEST FOR QUOTATION
MHC13123 Advanced Radiographic System

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BID EVALUATION SHEET

Labor, Materials and Equipment to provide and install
a Dell Model OTC12D Manual Radiographic System
or equal:

\$ 54,498.00

Less Allowance of Trade for Existing X-Ray Equipment: \$< 500.00 >

Grand Total

\$ 53,998.00

Vendor's Name: AMIS Systems, Inc.

Vendor's Address: 221 22nd St.

Huntington, WV 25703

Remit to Address: 221 22nd St.

Huntington, WV 25703

Phone #: (800) 446-4135

Fax #: (304) 525-5682

E-Mail: tom.kinder@amissystems.com

Signature: 

Award will be made to the lowest Grand Total from a responsible bidder that
meets all the mandatory requirements.

Rev. 07/12

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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: AMIS Systems, Inc.

Signed: 

Date: 4/18/2013

Title: Vice President, Sales

RFQ No. MHC13123STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

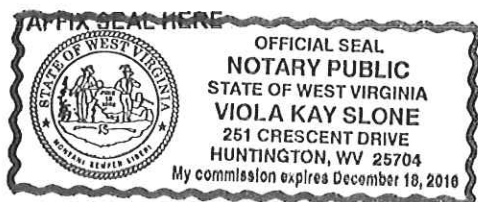
DEFINITIONS:

"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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: AMIS Systems, Inc.Authorized Signature: *Tom Smith*Date: 4/18/2013State of West VirginiaCounty of Wayne, to-wit:Taken, subscribed, and sworn to before me this 18 day of April, 2013My Commission expires December 18, 2014.NOTARY PUBLIC *Viola Kay Slone*

Purchasing Affidavit (Revised 07/01/2012)

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

AMIS Systems, Inc.

(Company)



(Authorized Signature)

Tom Kinder, Vice President, Sales

(Representative Name, Title)

(800) 446-4135

(Phone Number)

(304) 525-5682

(Fax Number)

4/18/2013

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MHC13123

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

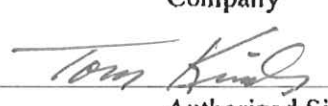
(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

AMIS Systems, Inc.

Company



Authorized Signature

4/18/2013

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

SOLICITATION NUMBER: MHC13123**Addendum Number: 1**

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

Description of Modification to Solicitation:

1. To provide Answers to Questions regarding the solicitation.
2. To inform Vendors of a scheduled Mandatory Pre-bid meeting.
3. To move the bid opening date from April 18, 21013 to April 22, 2013 @ 1:30 PM
4. To provide Addendum Acknowledgement.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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ATTACHMENT A

Questions and answers for MHC13123

Question 1 - Reviewing solicitation for bid is it possible for sight visit for dollar value on trade in equipment.

Answer - A mandatory pre-bid will be held on site at John Manchin Sr. Health Care Center located at 401 Guffey Street, Fairmont, WV 26554 in Room 116 on Thursday April 11, 2013 at 1:00 pm. All questions arising from the pre-bid will have to be submitted by Monday April 15, 2013 at 3:00 pm. The bid opening will be extended to Monday April 22, 2013 at 1:30 pm.

Question 2 -I have reviewed RFQ MHC13123 and noticed that the Financial Information Management System Fixed Assets Retirement Cover Sheet (section 3.2 (page 19) is not attached. Should I have this or can I just list a trade in on the Bid Evaluation Sheet?

Answer - A copy of the Financial Information Management Systems Fixed Assets Retirement Cover Sheet will be included in this Addendum, the trade in amount will have to be shown on the Bid Evaluation Sheet.

DATE: 09/26/12
USER: RIA1005STATE OF WEST VIRGINIA
FINANCIAL INFORMATION MANAGEMENT SYSTEM
FIXED ASSETS RETIREMENT COVER SHEET

PAGE: 1

ORGANIZATION: 0806 HEALTH DIVISION OF
RETIREMENT ID: F000022972
COMPOSITION: 04 TRADE IN
STATUS: MAY SURPLUS APPROVAL
LOCATION: JOHN MARSHALL SR. HEALTH CARE CENTER
COMMENTS: TRADE IN
RETIREMENT DATE: 09/24/2013SURPLUS PROP
INSTRUCTIONS: SUBMIT INVOICE UPON COMPLETION IDENTIFYING THE ASSETS T
TRADED IN AND THE AMOUNT OF CREDIT GIVEN.
CONTACT NAME: DANIELA BENSON
CONTACT PHONE: 304-558-8789

LINE	ASSET ID: 0000348841	TAG NUMBER: 222204200	
1	DESCRIPTION: LINEAR X-RAY TUBE	SERIAL: F012008	QUANTITY: 1
	MODEL: MC-150		
	VENDOR:		
	ACQ DATE: 01/01/1992	CONDITION: 04 POOR	
	VALUE:	\$500.00	
LINE	ASSET ID: 0000348839	TAG NUMBER: 222204202	
2	DESCRIPTION: UNIMATIC CONTROL IMAGING	SERIAL: MR1780-12N1	QUANTITY: 1
	MODEL: 3487		
	VENDOR:		
	ACQ DATE: 01/01/1991	CONDITION: 04 POOR	
	VALUE:	\$500.00	
LINE	ASSET ID: 0000348840	TAG NUMBER: 222204201	
3	DESCRIPTION: VARIAN X-RAY TUBE	SERIAL: H207475	QUANTITY: 1
	MODEL: RAD 14		
	VENDOR:		
	ACQ DATE: 01/01/1991	CONDITION: 04 POOR	
	VALUE:	\$500.00	
LINE	ASSET ID: 0000348842	TAG NUMBER: 222204199	
4	DESCRIPTION: X-RAY TUBE	SERIAL: 361113	QUANTITY: 1
	MODEL: 90/19		
	VENDOR:		
	ACQ DATE: 01/01/1992	CONDITION: 04 POOR	
	VALUE:	\$500.00	
LINE	ASSET ID: 0000348843	TAG NUMBER: 222204197	
5	DESCRIPTION: GENERATOR	SERIAL: M46063-0292	QUANTITY: 1
	MODEL: 3580		
	VENDOR:		
	ACQ DATE: 01/01/1992	CONDITION: 04 POOR	
	VALUE:	\$500.00	

AGENCY APPROVAL

SURPLUS PROPERTY APPROVAL

DATE

DATE

SOLICITATION NUMBER: MHC13123

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☒ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

1. To provide Vendors a copy of the mandatory pre-bid sign-in sheet.
2. To provide addendum acknowledgement.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect,
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

SIGN IN SHEET

Page 2 of 1

Request for Proposal No. MHC-13/23

PLEASE PRINT

Date: 4-11-13

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Century Medical System</u>	<u>1394 Fray Rd</u>	PHONE <u>412-373-4484</u>
Rep: <u>GARY Rossi</u>		TOLL FREE
Email Address: <u>GARY @ CMSXRAY.COM</u>		FAX <u>412 373.4690</u>
Company: <u>AMIS SYSTEMS</u>	<u>221 22ND ST.</u>	PHONE <u>304-547-0793</u>
Rep: <u>TOM KINDER</u>	<u>HUNTINGTON, WV 25703</u>	TOLL FREE
Email Address: <u>TOM.KINDER@AMISYSTEMS.COM</u>		FAX <u>304-525-5692</u>
Company: <u>ServiceNet Medical X-ray</u>		PHONE <u>740-707-0291</u>
Rep: <u>ROB SCIBNER</u>		TOLL FREE <u>800-830-1035</u>
Email Address: <u>Rob@xray.service.com</u>	<u>5262 Washington Rd</u> <u>Albany, OH 45710</u>	FAX <u>740-698-7169</u>
Company: <u>Radon Medical Imaging</u>	<u>3254 US Route 60 East</u>	PHONE <u>(304)343-8933</u>
Rep: <u>Chad Wilcox</u>	<u>ONA WV 25545</u>	TOLL FREE
Email Address: <u>Cwilcox@radonwv.com</u>		FAX <u>(304) 343-8937</u>
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX

ServiceNet Medical X-Ray
 President of Sales & Marketing

JOHN PROCTOR, JR.
 Albany, Ohio 45710

ServiceNet Medical X-Ray
 Digital Imaging Specialist

Toll Free 1-800-830-1035
 Cell Phone 740-707-0291

Office 740-698-4113
 Fax 1-866-887-9728

Rob@xraysservice.com

Sales & Service

Radiographic Equipment • Film Processors
 Film & Chemistry • Accessories • Sell Used Equipment
 www.xraysservice.com



RADON
 MEDICAL IMAGING

www.radonwv.com

Chris
 Sales and Marketing Rep.

1266 Greenbush
 Charleston, WV

cwilcox@radon.com

Bus: (304)

Fax: (304)

Cell: (304)

Toll Free: (800)

• **GARY D. ROSSI**
 gary@cmsxray.com

(394) 110V Road

Pittsburgh, PA 15235

(412) 373-4464

Fax (412) 373-4680

www.cmsxray.com



Amls Systems, Inc.
 221 22nd Street
 Huntington, WV 25703
 www.amlssystems.com



TOM KINDER
 Senior Vice President of Sales

tom.kinder@amlssystems.com
 (304) 525-8974
 (800) 448-4135
 (304) 525-5682 Fax
 (304) 543-0793 Cell



John Manchin Sr., Health Care Center
WV Department of Health
401 Guffey Street
Fairmont, WV 26554

DATE: April 18, 2013
NUMBER: MHC13123

AMIS Systems, Inc. is pleased to submit the following quotation consisting of 4 pages, and offers to sell the products described herein at the prices and terms stated, subject to your acceptance of the terms and conditions within 45 days.

IN ADDITION TO THE TERMS AND CONDITIONS STATED IN THIS QUOTATION, ANY SALE OF GOODS BY AMIS SYSTEMS INC. IS SUBJECT TO AMIS' STANDARD "TERMS AND CONDITIONS OF SALE," INCLUDING THOSE TERMS AND CONDITIONS LIMITING WARRANTIES. BUYER ACKNOWLEDGES THAT IT HAS RECEIVED AND READ THE STANDARD TERMS AND CONDITIONS OF SALE AND AGREES TO BE BOUND THEREBY.

SUBMITTED BY: Corey Kinder

Qty	Item #	Description	Price
DEL MEDICAL			
1	DM-CM40-500S	Del Medical CM Series 40kW, 500mA, High Frequency Single Phase Generator Item Features: • 125kvp • Anatomical Programming with 768 programmable technique selections • Operator Console with Pedestal and Handswitch • One, Two, or three point technique selection • Two Bucky Capability • Power Cabinet with Auxiliary Power Supply • Tube Protection Circuitry • Integrated service software assists in calibration and service • Self-diagnostic circuitry with error code recording for fast trouble Shooting	
1	DM-OTC12-M	Del Medical OTC12 Manual Ceiling Mount with Touch Screen Control Panel Item Features: • Minimum source to ceiling distance 32.6" (830mm) • Vertical telescope travel range (Manual only) 70.8" (1800mm) • Longitudinal travel range: 136.4" (3460mm) • with optional rail extensions: 222.2" (5645mm) • Longitudinal detent positions, configurable during installation	
Quotation Pricing does not include freight or applicable taxes			

TERMS OF DELIVERY: F.O.B. POINT OF SHIPMENT, EXPECTED DELIVERY DATE , 30-45 Days ARO

TERMS OF PAYMENT:
80% upon delivery,
20% upon installation

AMIS Systems, Inc.
221 22ND Street
Huntington, WV 25703

CUSTOMER APPROVAL AS QUOTED

_____ CUSTOMER SIGNATURE	_____ OFFICE LOCATION
_____ TITLE	_____ AUTHORIZED SIGNATURE
_____ DATE	_____ DATE

Qty	Item #	Description	Price
		<p style="text-align: center;">DEL MEDICAL</p> <ul style="list-style-type: none"> • Transverse travel range, with standard 9.8' (3m) rail: 84.6" min. (2150mm) • with optional 13.1' (4m) rail: 137.8" max. (3500mm) • Transverse detent positions, configurable during installation • Tube rotation range, horizontal axis, -120°, +120° • Detent positions at -90°, 0°, +90° • Tube rotations range, vertical axis, -154°, +182° • Detent positions at -90°, 0°, +90°, +180° • Vertical telescope travel range: 70.9" (1800mm) • Front display digital readouts: SID, horizontal tube rotation angle and generator control • 1 pair 80' (24m) HV cables included with cable concealment and management system • Standard 14' rail included 	
1	DM-EV650	<p>Del Medical EV650 Elevating Table with Four-Way Float Top</p> <p>Item Features:</p> <ul style="list-style-type: none"> • 650 lb. (295kg) patient load capacity • 86.5" x 31.9" Fiber-Resin table-top • 21.75"-33.77" height adjustment • 40" (102cm) Longitudinal, 9.5" (24cm) Transverse table-top movement • Silent Heavy-duty motor for quiet and efficient elevating action • Recessed Foot treadle lock controls for longitudinal and transverse, plus table top up/down movement • Collision safety sensors 	
1	DM-TBL-REMOTE	Remote Hand Controls for Del Medical EV650 Tables	
1	DM-VS300	<p>Del Medical VS300 Wall Stand with Slender Column Design</p> <p>Item Features:</p> <ul style="list-style-type: none"> • Electronic fail-safe locks for vertical travel • Overhead Patient Handgrips • Ergonomic release handle • Height: 85" (216cm) includes vertical travel • Depth: 13.4" (34cm) 	
1	COL-RALCO-M	Ralco Manual Collimator	
1	TUBE-VR14-90	Varian RAD 14 Tube-90° cable arms, 0.6x1.2mm FS, 300kHU, 150KVP, 12° target, 3" anode	
1	GR-103-10-34-02	GRID-JPI, 103L, 10:1. 34-44 (RVA)	
Quotation Pricing does not include freight or applicable taxes			

Qty	Item #	Description	Price
DEL MEDICAL			
1	GR-103-10-40-02	GRID-JPI, 103L, 10:1, 40-72 (RVA)	
2	DM-TRAY-MAN	Manual Cassette Tray (Poersch)	
2	DM-RB	True Speed Bucky	
	TRADE		
		Sales Price:	\$54,498.00
		<Trade-In Value>	<\$500.00>
		TOTAL INVESTMENT	\$53,998.00
		Includes Freight and Installation	
		Optional Items	
	DM-AEC-INT-2ION	Generator AEC Interface Board and (2) Three Field Ion Chambers	\$4,205.00
		***Price does not include network connections, phone lines, power, or facility preparation such as electrical or room construction and preparation. This remains the customer's responsibility.	
		Quotation Pricing does not include freight or applicable taxes	

*Thank you for allowing AMIS Systems Inc.
The opportunity of providing you with this quotation*

TERMS AND CONDITIONS OF SALE

1. SUPERSEDING EFFECT. This Quotation (hereafter the "Quotation") supersedes all previous quotations by AMIS Systems, Inc. (hereafter "AMIS") with respect to the equipment and location listed on the face hereof (hereafter the "Equipment"). It does not bind AMIS until signed by Customer and accepted by AMIS at AMIS' home office in Huntington, West Virginia.

2. ADDITIONAL OR CONFLICTING TERMS. The sale of goods is expressly limited to these terms and conditions of sale. By placing an order with AMIS the Customer agrees to these terms and conditions of sale and such terms and conditions of sale shall control the relations of AMIS and the Customer. AMIS hereby objects to and expressly rejects any additional terms or conditions of sale or any terms or conditions of sale which in any way alter or limit these terms and conditions of sale whether such additional or altering terms or conditions have previously been provided or may subsequently be provided by the Customer.

3. GENERAL PAYMENT TERMS. Customer shall pay AMIS eighty percent (80%) of the total price upon availability of Equipment, or any part thereof, for shipment from AMIS' warehouse. The remaining twenty percent (20%) balance, plus any additional amounts owed, shall be due upon installation of major components and availability for first clinical use, except as stated under paragraph 10 of this Quotation.

Unless otherwise agreed in writing, any amounts not paid within thirty (30) days of invoice shall be subject to a late charge at the rate of one and one-half percent (1.5%) per month or partial month computed from the due date of the invoice previously issued.

Installation of the Equipment will not begin until such progress payments or payment upon shipment has been received by AMIS.

4. ADDITIONAL COSTS, PAYMENT ARRANGEMENTS, AND RIGHT OF OWNERSHIP. Unless otherwise expressly agreed in writing, Customer shall pay all charges for transportation and delivery F.O.B. point of shipment to the location indicated on the face hereof, and all excise, sales, occupation or use taxes, or any and all similar taxes applicable to the Equipment, its sale or use, even though not expressly set forth in the Quotation.

Upon shipment of the Equipment covered by this order, or any part thereof, title to and risk of loss to the Equipment so shipped shall pass to the Customer, but AMIS shall retain a security interest and the right to possession of the Equipment until all payments hereunder (including deferred payments, whether evidenced by notes or otherwise) shall have been made in full in cash. Equipment placed in storage may be brought back at AMIS' option to the factory for reinstallation reinsertion and the shipping costs involved shall be paid by Customer.

Customer shall deliver such promissory notes, security agreements and financing statements covering the Equipment as AMIS may from time to time reasonably request, to evidence and secure Customer's obligations. Customer authorizes AMIS to file such financing statements as may be necessary to perfect AMIS' security interest in the Equipment.

AMIS reserves the right to establish and/or change the credit any payment terms extended Customer when in AMIS' sole opinion Customer's financial condition or previous payment record warrants such action. Further, on delinquent accounts, AMIS may divert shipments or reschedule deliveries on unfilled orders.

Where AMIS has agreed to accept and/or dispose of Customer's used equipment, Customer certifies it has full ownership of such equipment free and clear of any and all liens or encumbrances. In the event any obligations are still outstanding with respect to such equipment, Customer acknowledges they are still its responsibility and shall hold AMIS harmless from any and all claims or demands by others with respect to this equipment.

5. CUSTOMER DEFAULT AND REMEDIES. If Customer shall fail to pay any amount when due or shall breach or default under any current or past order or other agreement or sale (hereafter an "Event of Default"), all sums owned by the Customer to AMIS shall, at AMIS' option, become immediately due and payable. The Customer agrees to pay any and all costs and expenses of collection of any amounts owed by Customer to AMIS, including attorney fees incurred by AMIS. Upon the occurrence of any Event of Default, AMIS may without notice to Customer peaceably enter any premises in which the Equipment may be found and render it inoperable or remove it and hold and sell it in accordance with applicable law. The net proceeds of such sale of equipment, after paying AMIS' costs and expense in removing, transporting, reconditioning, storing and selling the Equipment, shall be applied to the unpaid balance of the obligations of the Customer, and if a deficiency remains such surplus shall be returned to Customer. In exercising any of the above-mentioned remedies, AMIS shall give such other and additional notices as are required by law. In addition, AMIS shall be permitted to exercise any and all remedies afforded to it by the West Virginia UCC. The remedies provided herein are cumulative, and AMIS' exercise of one or more of such remedies shall not preclude the exercise of any additional remedies provided herein or available under applicable law.

6. LEASES. Any sale of Equipment which is conditional on the conversion of a lease arrangement must have the lease agreement and any other associated documentation approved by AMIS and executed by all involved parties prior to shipment of the Equipment from the AMIS warehouse. No Equipment will be shipped until evidence of the above is received by AMIS.

Any lease arrangement must meet the standard terms and conditions of payment to AMIS.

7. SHIPPING AND DELIVERY. Shipping dates represent AMIS' best estimate. Should manufacture, delivery or installation be delayed, in whole or in part, AMIS' time for performance shall be extended by the duration of the delaying cause. AMIS shall not be liable for failures of or delays from causes beyond its control including without limitation the ready availability of materials or labor disputes, priorities, requirements, acts or omissions of governmental authorities. Customer shall have no right to cancel or rescind its order by reason of a delay excusable under this Section and shall accept such delayed performance by AMIS. If Customer desires Equipment to be shipped to a location different than Customer's premises, Customer must instruct AMIS in writing as to the delivery location and all payments upon shipment are due and payable from Customer irrelevant of point delivery.

8. RETURNS; EXCLUSIVE REMEDY. Products returned without AMIS' prior written authorization will not be accepted for credit. If (i) the Customer claims that goods are defective in material or workmanship and (ii) the Customer promptly forwards a representative sample of such goods to AMIS for examination, AMIS shall at its options, replace such goods that it determines to be so defective or, subject to the terms provided herein, credit the Customer's account for the contract price of such goods. The Customer's exclusive remedy for any defect in material or workmanship shall be to return the goods having such defect in accordance herewith. In all cases the Customer shall not be entitled to, and expressly waives, any right to recover incidental or consequential damages. All returned goods must be new, in saleable condition, with freight charges prepaid. No credit will be allowed for returned goods of special manufacture, or any other goods returned more than 60 days after shipment. A minimum restocking charge of 20% of the selling price will be paid by the Customer to cover handling and inspection of any materials returned.

9. INSPECTION. The Customer shall inspect the goods within twenty-four (24) hours after receipt. All claims for damages, errors, shortages, defects in material workmanship in goods delivered shall be made within a period of forty-eight (48) hours after the goods are delivered to the Customer. Failure to make any claim within forty-eight (48) hours shall constitute a waiver of Customer's right to revoke acceptance of the goods and an admission that the goods fully comply with all terms, conditions and specifications of sale.

10. DEFERRED INSTALLATION. Subsequent to the scheduled shipment of the Equipment, should the installation or commencement of installation be delayed through no fault of AMIS, the Equipment will be placed in storage by AMIS at Customer's expense. Should the installation be delayed by sixty (60) days or more, one-half (1/2) of the eighty percent (80%) balance is due and payable. Should the installation be further delayed beyond one hundred and eighty (180) days, the remaining forty percent (40%) balance is due and payable. When delivery of Equipment is delayed at the Customer's request prior to completion of manufacture of the Equipment, the price quoted herein is subject to revision to the price in effect for the revised delivery date and AMIS may divert the shipment of Equipment to an alternate Customer provided such diversions do not interfere with the revised delivery date.

11. INSTALLATION AND SITE PREPARATION.

(a) By AMIS. Unless otherwise specified in writing, AMIS will deliver the Equipment and during normal working hours connect the same to the safety switches and power outlets to be provided and installed by the Customer before delivery.

If the Quotation provides that connection to existing utilities is to be performed by AMIS, quoted prices include the normal cost thereof by any unusual cost resulting from condition of the premises or the condition or location of utilities as well as any overtime by AMIS employees required or requested by Customer shall be paid by Customer.

If trade unions interfere with installation by AMIS employees, Customer will make all required arrangements with trade unions to permit completion of the installation, the additional cost of which shall be paid by Customer, and AMIS' obligation is limited to providing engineering supervision of installation.

Customer shall provide free access to the installation site and suitable and safe space thereon for storage of the Equipment before installation. AMIS assumes no responsibility for the fitness or adequacy of the premises in which the Equipment is to be installed, used or stored. Customer shall indemnify and hold AMIS harmless against any loss, damage or claim arising out of the condition of such premises.

The Customer will be responsible for moving the Equipment to the installation from point of receipt. Any scaffolding, platforms, lifting equipment, building alterations and/or other preparatory work will be at the expense of the Customer in compliance with all applicable laws and in accordance with AMIS' needs.

(b) By Customer. Proper electrical circuits for operation of the Equipment will be brought to the safety switches and outlets by Customer and the Customer will supply all of the necessary conduits, wiring, unistrut steel or similar support in the ceiling, plumbing, carpentry, construction work and rigging and all other installing which may be required for making the installation. Customer shall be solely responsible for such installation and subsequent operation of the Equipment. If for any reason installation of the Equipment is made by other than AMIS employees, any additional charge for the cost of outside labor must be borne by Customer.

12. GOVERNMENT APPROVALS. By acceptance of this Quotation, Customer represents that any government approvals required to be obtained for the purchase of the Equipment and/or its subsequent installation and use have been obtained by Customer.

13. EQUIPMENT CONSTRUCTION AND DESIGN. AMIS may change the construction or design of the Equipment without notice to Customer as long as the general function of the Equipment is not thereby altered. The Equipment may contain certain components which have been remanufactured following limited prior use.

14. PRODUCT WARRANTIES; LIMITATION OF LIABILITY AND EXCLUSION OF IMPLIED WARRANTIES. AMIS provides specific warranties with respect to the Equipment sold hereunder. The applicable warranties will accompany the products and are available at any time upon request of the Customer. Used equipment is sold "as is" and without any warranty. THE WARRANTIES PROVIDED BY AMIS ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF AMIS WHETHER IN TORT, CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE. AMIS NEITHER ASSUMES NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE EQUIPMENT.

15. CONSEQUENTIAL AND OTHER LOSS OR DAMAGE. In no event shall AMIS be liable, by reason of any breach of contract or warranty or of any act or omission on its part related to the Equipment, for consequential or special damages, economic loss, or damages resulting from loss of use of the Equipment. This provision is not intended to preclude Customer from joining AMIS in any action or claim brought against Customer by a third party wherein such action or claim alleges personal injury to said third party by reason of negligence or willful misconduct by AMIS.

16. DATA RIGHTS. No rights to any intellectual property residing in the Equipment, software, documentation, or any data furnished hereunder are granted except the right to use such intellectual property. Customer will use the same standard of care to protect AMIS' confidential information as it uses to protect its own confidential information. Customer recognizes that, among other items, computer software necessary to the operation of Equipment is confidential information belonging to AMIS or to third parties to whom AMIS is under an obligation not to disclose such confidential information except to certain authorized parties, of whom Customer is one. Customer shall have no right to copy, reproduce or disclose to others in whole or in part any of the above without the prior written permission of AMIS.

17. TRANSFER OF AMIS'S CONFIDENTIAL INFORMATION UPON RESALE OF EQUIPMENT. In the event that Customer resells the Equipment, AMIS warrants that it will permit Customer to transfer AMIS' confidential information, which it has provided to Customer and which is necessary to operate the Equipment, to its resale customer provided, however, that such resale customer first agrees to protect the confidentiality of such information upon reasonable terms and conditions and upon the payment to AMIS of a reasonable fee for the transfer of such confidential information.

18. FORUM; CHOICE OF LAW. The Customer acknowledges that it has been advised and is aware that all matters relating to the distribution of AMIS' goods and to matters of policy are directed from and decided at AMIS' executive offices in the State of West Virginia, County of Cabell. The Customer agrees that venue in any action relating in any way to this or any other order, including, without limitation, an action to recover sums owed by the Customer or related to a claim of any defect with respect to any goods delivered by AMIS lies exclusively in the State and Federal courts sitting in Cabell County, West Virginia, and the Customer consents to the jurisdiction of said courts for such purposes. In connection with any such action, it is agreed that this order shall be governed by the laws of the State of West Virginia, including the Uniform Commercial Code of such state, without regard to conflict of law rules.

19. MODIFICATIONS; WAIVER. These terms and conditions of sale may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. Waiver by either AMIS or the Customer of a breach by the other of any provision of these terms and conditions of sale shall not be deemed a waiver of the party's right to require in the future full compliance with all provisions of these terms and conditions of sale including the provision waived, and all provisions shall remain in full force and effect as to future performances.

20. ASSIGNMENT; DELEGATION. No right or interest shall be assigned by the Customer without the written permission of AMIS and no delegation of any obligation owed by the Customer shall be made without the written permission of AMIS. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

21. STATUTE OF LIMITATIONS ON CUSTOMER'S CLAIMS. Any action by the Customer for breach of these terms and conditions of sale or any warranty, express or implied, must be commenced within one (1) year after the cause of action has accrued. This provision shall not apply to any claim by AMIS against Customer, including, without limitation, any claim by AMIS for amounts owed to it by the Customer.

22. DESCRIPTIVE HEADINGS. Descriptive headings used in these terms and conditions of sale are for convenience only and shall not control or affect the meaning or construction of any provision of these terms and conditions of sale.

23. INVALID PROVISIONS. The invalidity or unenforceability of any particular provision of these terms and conditions of sale shall not affect the other provisions hereof, and these terms and conditions of sale shall be construed in all respects as if such invalid or unenforceable provisions were omitted.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2013

PRODUCER (304) 697-7650 FAX: (304) 697-7699
THORNBURG INSURANCE AGENCY INC
2519 3rd Ave
P O Box 2966
Huntington WV 25703

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
American Medical Industrial Supply

221 22nd Street
Huntington WV 25703

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Westfield Insurance Company

24112

INSURER B: The Hartford

00914

INSURER C: Cincinnati Specialty Under

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS				
A		GENERAL LIABILITY	TRA3455046	9/18/2012	9/18/2013	EACH OCCURRENCE	\$ 1,000,000			
	X	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000			
		CLAIMS MADE				X	OCCUR	MED EXP (Any one person)	\$ 15,000	
							PERSONAL & ADV INJURY	\$ 1,000,000		
							GENERAL AGGREGATE	\$ 2,000,000		
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ excluded			
	X	POLICY					PRO-JECT		LOC	
A		AUTOMOBILE LIABILITY	TRA3455046	9/18/2012	9/18/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
	X	ANY AUTO								
		ALL OWNED AUTOS					BODILY INJURY (Per person)	\$		
		SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$		
	X	HIRED AUTOS					PROPERTY DAMAGE (Per accident)	\$		
	X	NON-OWNED AUTOS								
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$			
		ANY AUTO				OTHER THAN EA ACC	\$			
						AUTO ONLY: AGG	\$			
A		EXCESS / UMBRELLA LIABILITY	TRA3455046	9/18/2012	9/18/2013	EACH OCCURRENCE	\$ 1,000,000			
	X	OCCUR					CLAIMS MADE	AGGREGATE	\$ 1,000,000	
							Products Excluded	\$		
		DEDUCTIBLE						\$		
	X	RETENTION				\$ 0		\$		
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	40WECBP5924	1/1/2013	1/1/2014	X	WC STATUTORY LIMITS		OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000		
	If yes, describe under SPECIAL PROVISIONS below					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000			
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			
C		OTHER Products Liability	CSU0013688	9/18/2012	9/18/2013	\$1,000,000.	occurrence			
						\$1,000,000.	aggregate			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

West Virginia Dept of Administration
Purchasing Division
2019 Wasington Street, East
Charleston, WV 25305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Adam Yeager/KGW

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.