



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

Solicitation

NUMBER
WEH13060

PAGE
1

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

VENDOR

*709014708 440 354 2600
 STERIS CORPORATION
 5960 HEISLEY RD
 MENTOR OH 44060

SHIP TO

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

DATE PRINTED
09/05/2012

BID OPENING DATE: **09/27/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		470-90	\$ 29,725.96	\$ 29,725.96
AMSCO 3085 SP SURGICAL TABLE OR EQUAL. PER THE ATTACHED SPECIFICATIONS.						
0002	1	EA		470-90	NC	NC
INSERVICE TRAINING.						
0003	1	EA		470-90	\$ 1,956.91	\$ 1,956.91
DELIVERY/INSTALLATION/SHIPPING CHARGES, IF ANY. DELIVERY/INSTALLATION/FREIGHT CHARGES, IF ANY.						
0004	1	YR		470-90	NC	NC
ONE YEAR ALL INCLUSIVE WARRANTY. THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING						

RECEIVED
 2012 SEP 21 AM 10:17
 WV PURCHASING DIVISION

SIGNATURE <i>W. Wagner</i>	TELEPHONE 440-392-7356	DATE 9-18-12
TITLE Contract Administrator	FEIN 34-1482024	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

VENDOR	*709014708 440 354 2600
	STERIS CORPORATION 5960 HEISLEY RD
	MENTOR OH 44060

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

DATE PRINTED
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BID OPENING DATE: **09/27/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>THIS IS A RE-BID OF WEH12134 & WEH12042</p> <p>***** THIS IS THE END OF RFQ WEH13060 ***** TOTAL: \$ 31,682.87</p>						

SIGNATURE <i>W. Wagner</i>	TELEPHONE 440-392-7356	DATE 9-18-12
TITLE Contract Administrator	FEIN 34-1482024	ADDRESS CHANGES TO BE NOTED ABOVE

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

Bid Evaluation Page/Pricing Page
WEH13060 Amsco 3085 SP Surgical Table or Equal


Equipment Description	Quantity	Equipment Each	Total Equipment Cost
1 Amsco 3085 SP Surgical Table or Equal	1	\$ 29,725.96	\$ 25,725.96
2 Inservice Training (one-time for 10 users)	1	\$ NC	\$ NC
3 FOB Destination	1	\$ 1956.91	\$ 1956.91
4 One Year All Inclusive Warranty	1	\$ NC	\$ NC
Grand Total			\$ 31,682.87

Evaluation and award will be made to one vendor meeting all specifications, based on lowest overall grand total amount.

Vendor will invoice hospital for equipment, delivery, inservice, and warranty. Payment will be made in arrears.

STERIS Corporation

Vendor Name (Printed)
 William Aloe

Vendor Authorized Representative Printed


Vendor Authorized Representative Signature
 440-392-7356

Telephone

5960 Heisley Road, Mentor, OH 44060

Purchase Order Address

Vendor Remit-To Address:
 9-18-12

Date

 baloe@steris.com

E-mail

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.

STERIS Corporation

(Company)

 William Aloe, Contract Administrator

(Representative Name, Title)

440-392-7356

(Contact Phone/Fax Number)

9-18-12

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM**SOLICITATION NO.:** WEH13060

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.

None Received

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input 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.

STERIS Corporation

Company



Authorized Signature

9-18-12

Date

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

STATE 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 exceed 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: STERIS CORPORATION

Authorized Signature: WWT above Date: 9-18-12

State of OHIO

County of LAKE, to-wit:

Taken, subscribed, and sworn to before me this 18 day of September, 2012.

My Commission expires 9-12, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC Kathy E. McCormick

KATHY E McCORMICK Purchasing Affidavit (Revised 07/01/2012)
Notary Public, State of Ohio
My Commission Expires 09/12/16
(Recorded In Lake County)

N/A

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: _____

Signed: _____

Date: _____

Title: _____

STERIS Corporation Exceptions
to
State of West Virginia General Terms and Conditions
Solicitation No. WEH13060

(Please note that inconsistent Section numbering listed on Pages 0010 and 0011.)

STERIS wishes to take the following exceptions and notations:

7. REQUIRED DOCUMENTS: Included in this bid is a sample STERIS insurance certificate which includes Workers' Compensation and ample Commercial General Liability Insurance.

17. PAYMENT: Insert after 'Services' at the end of the second sentence the following: *which shall not exceed thirty (30) days from the date of delivery of the equipment.*

16. PAYMENT: (duplicate on Page 0011) See above.

25. TIME: Delete this section in its entirety.

34. WARRANTY: Delete this section in its entirety. Note that the STERIS Standard Warranty is enclosed in this bid and shall be applicable to any resulting purchase agreement.

39. DISCLOSURE: Note that all itemized pricing shown on the Solicitation document and STERIS Quotation HBROWNST654604 shall be considered Confidential.

45. INDEMNIFICATION: In the first sentence after '(1) Any' insert the following: *third party*

At the end of Part (1) after 'supplies' delete the following: *in connection with the performance of the Contract;* and replace with: *to the extent arising from the negligence or willful misconduct by Vendor:*

Add the following to the end of this section: *IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF GOODWILL, LOSS OF SALES, OR LOSS OF USE.*



CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDD/YYYY)
02/29/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Aon Risk Services Northeast, Inc. Cleveland OH Office 1660 West Second Street Skylight Office Tower Suite 650 Cleveland OH 44113 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390		
	E-MAIL ADDRESS:		
INSURED STERIS Corporation 5960 Heisley Road Mentor OH 44060-1834 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: Lexington Insurance Company		19437
	INSURER C: Indemnity Insurance Co of North America		43575
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570045402267** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			013135863 SIR applies per policy terms & conditions	03/01/2012	03/01/2013	EACH OCCURRENCE \$2,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$2,500,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			ISA H08695416	03/01/2012	03/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC4678165A AOS SCFC46781661 WI	03/01/2012	03/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance.

CERTIFICATE HOLDER**CANCELLATION**

STERIS Corporation 5960 Heisley Road Mentor OH 44060-1834 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Attachment to ACORD Certificate for STERIS Corporation

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED
 STERIS Corporation
 5960 Heisley Road
 Mentor OH 44060-1834 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER/ POLICY DESCRIPTION	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
A		N/A		WLRC46781648 CA	03/01/2012	03/01/2013		

STERIS Corporation

WARRANTY & DISCLAIMERS

A. Seller warrants capital equipment to be free from defects in material and workmanship under normal use and operation for a period of one year after date of shipment to Customer. Seller's sole warranty with respect to all other Products is that such products comply with Seller's specifications for a period of 90 days from the date of shipment, unless the Product is subject to an expiration date, in which case the expiration date shall apply. Seller's warranties do not apply to damage resulting from unauthorized installation, accident, casualty, alteration, misuse, or failure to follow Seller's written instructions. No other express warranty is made with respect to the Products. If any model or sample was shown to Customer, such model or sample was used merely to illustrate the general type and quality of the Products and not to represent that the Products would necessarily conform to the model or sample in all respects. **ENTIRE WARRANTY: SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. SELLER SHALL HAVE NO OTHER LIABILITY, DIRECT OR INDIRECT, OF ANY KIND, INCLUDING LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.**

B. Customer agrees that its sole and exclusive remedy for breach of the foregoing warranties shall be the repair or replacement and reinstallation of defective parts (with the exception of items normally considered to be expendable such as filters, fuses, gaskets, lamps, printer paper, printer ribbons, ink, lubricants, charts, etc.), or, at the Seller's option, to refund the purchase price; provided (1) the Product has not been altered or modified by other than Seller, (2) it has been properly stored, installed, maintained and operated within the limits specified by Seller, and (3) Customer promptly sends to Seller notice of defect and satisfactory proof thereof, including allowing Seller the opportunity to inspect the Products, and in the event of repair or replacement, returns the Product to Seller, freight prepaid. Defective parts replaced by Seller shall become the property of the Seller. Repaired or replacement parts will be shipped to the Customer FOB point of shipment. Product that is returned to Seller but that is found by Seller to conform to Seller's warranties shall be returned to Customer at Customer's expense and otherwise subject to the provisions of section IV above.

C. If the Product sold is not manufactured by Seller, Seller will extend to the Customer the same warranty protection Seller received from the original manufacturer.

D. Seller is not responsible for any warranty work, repairs, replacements, or other work, or charges relating thereto, that have not been authorized by Seller in writing.

E. Where applicable and purchased separately, Seller agrees to delay the start date of the warranty for up to 12 months from the date of shipment, provided Seller confirms by inspection that as of the deferred start date, the Products meet Seller's original factory specifications and do not materially differ from their factory-shipped condition.

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 for Open End, Service, and Similar Contracts**

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 two (2) _____ 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.

| ✓ | **One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.

4. **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.
5. **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.
6. **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 a 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.
7. **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:**
\$1,000,000.00 or more.

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

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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: In addition to anything required under Section 39, entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses prior to Contract award, in a form acceptable to the Purchasing Division.

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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.

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

N/A 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

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.

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- 20. 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.
- 21. SMALL, WOMAN-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, woman-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.** Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 31. 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 remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 32. 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.
- 33. 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.

- 34. 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.
- 35. 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.
- 36. 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.
- 37. 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.
- 38. 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>.
- 39. 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 the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 40. 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.
- 41. 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.
- 42. 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.

- 43. 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.
- 44. 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.

- 45. 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.
- 46. 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.
- 47. 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.
- 48. 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.
- 49. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may 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.

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.

REQUEST FOR QUOTATION
WEH13060 Amsco 3085 SP Surgical Table or Equal

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WVDHHR/BHHF/Welch Community Hospital to establish a contract for the one time purchase of one (1) new Amsco 3085 SP surgical table or equal.
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 one (1) new Amsco 3085 SP surgical table or equal.
 - 2.2 **“Bid Evaluation Page”** 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 WEH13060
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Desired Item Requirements:** Desired Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 One (1) new Amsco 3085 SP surgical table or equal.
 - 3.1.2 Table must include 2” tabletop pad set.
 - 3.1.3 Table must include X-ray (radiolucent) tops. X-ray top should be designed so that cassettes can be loaded from the head, foot, or either side for a full range of exposure angles.
 - 3.1.4 Table must include two (2) anesthesia arm-boards w/3” pad.
 - 3.1.5 Table must include perineal cutout filler piece.
 - 3.1.6 Table must include conductive restraint strap: standard length of at least 66” minimum to at least a maximum of 96”.
 - 3.1.7 Table must be electric powered, 120 volts.

REQUEST FOR QUOTATION
WEH13060 Amsco 3085 SP Surgical Table or Equal

- 3.1.8 Table must have a raise/lower height ability.
- 3.1.9 Table must have lateral tilt.
- 3.1.10 Tabletop must have the ability to:
 - 3.1.10.1 Must have Trendelenburg and reverse Trendelenburg.
 - 3.1.10.2 Must have lateral tilt position (right and left).
 - 3.1.10.3 Must have back up positions
 - 3.1.10.4 Must have leg up positions.
 - 3.1.10.5 Must have flex positions.
 - 3.1.10.6 Must have reflex positions.
 - 3.1.10.7 Must have return to level-the tabletop can be returned to level by pressing the level control.
- 3.1.11 Table must be rated to support at least a maximum of a **750 lb.** patient in a normal patient orientation.
- 3.1.12 Table must be equipped with an auxiliary override system to allow table operation in the event of primary control malfunction.
- 3.1.13 The base will have at least four swivel casters to facilitate easy table relocation and movement.
- 3.1.14 The table base will have at least three floor locks.

REQUEST FOR QUOTATION
WEH13060 Amsco 3085 SP Surgical Table or Equal

3.1.15 Table length will be at least 76" no greater than 84" .

3.1.16 Table width will be at least 18" no greater than 28".

3.1.17 Table will be constructed of quality materials and craftsmanship to be used in a surgical environment, with easy to clean surfaces that will resist stain, tarnish, and rust.

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 **Grand Total** cost as shown on the **Bid Evaluation Pages**.

4.2 Bid Evaluation Page: Vendor should complete the Bid Evaluation Page by completing the Bid Evaluation Page included within this solicitation. Vendor should complete the Bid Evaluation Page in full as failure to complete the Bid Evaluation Page 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 Page 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. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

REQUEST FOR QUOTATION
WEH13060 Amsco 3085 SP Surgical Table or Equal

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 sixty (60) working days after receiving a purchase order or notice to proceed. Desired Items must be delivered to Agency at Welch Community Hospital, 454 McDowell Street, Welch, WV 24801.

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.

Within fifteen (15) days of the vendor's receipt of the approved purchase order, the selected vendor must contact the Director of Nursing at Welch Community Hospital for coordination of vendor's delivery and healthcare providers' in-service training.

Vendor will be responsible for the removal and disposal of delivery material and/or packing debris.

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
WEH13060 Amsco 3085 SP Surgical Table or Equal

7. Warranty/Labor/In-service

- 7.1 Equipment valued over \$1,000.00 must have pricing for One (1) year warranty. Items valued under \$1,000.00 will be sufficient with manufacturer 90 day warranty.
- 7.2 Must have ability to buy parts for repair from bid winner.
- 7.3 Must provide a one-time in-house staff education for equipment for up to 10 users.
- 7.4 Vendor shall have General liability insurance with limits of \$1,000,000 per occurrence or greater. Vendor shall also have worker's compensation with limits of \$500,000 or greater.



APPLICATION

The Amsco 3085 SP Surgical Table is a mobile, electrohydraulically operated surgical table designed to support all general surgical procedures including urology, neurology, and orthopedics with the addition of the 3080/3085 Orthopedic Extension.

DESCRIPTION

Amsco 3085 SP Surgical Tables are available in either electric- or battery-powered configurations.

Amsco 3085 SP Surgical Tables are rated to support 1,000 lb (454 kg) patients in NORMAL patient orientation. Exceptions to the 1,000 lb (454 kg) limit are as follows:

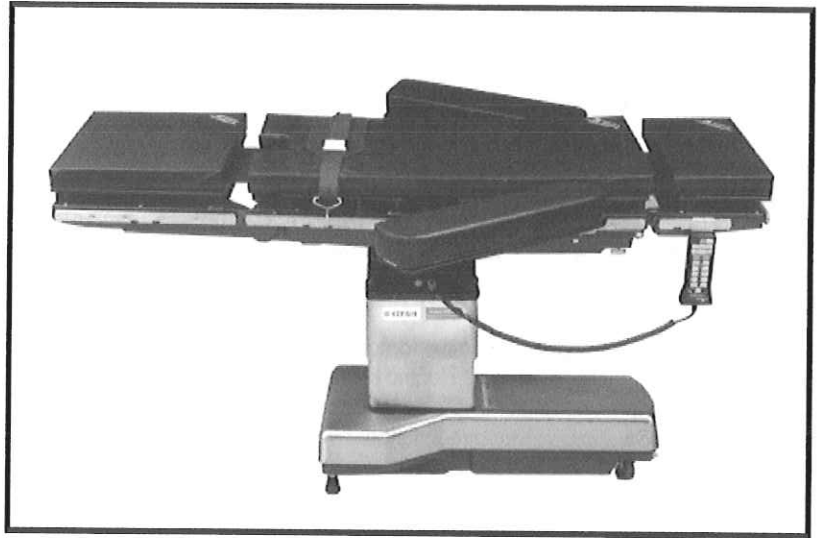
- A 500 lb (227 kg) rating applies to side tilt in NORMAL patient orientation.
- A 500 lb (227 kg) rating applies to all REVERSE patient orientation.
- A 400 lb (181 kg) rating applies to the 3080/3085 Orthopedic Extension accessory.
- A 400 lb (181 kg) rating applies to the Fem/Pop Board.
- A 500 lb (227 kg) rating applies to the Amsco Shoulder Table.

NOTE: When performing surgery requiring a headrest accessory in a REVERSED patient orientation, do not exceed the 400 lb (181 kg) patient weight limit.

STANDARDS

Amsco 3085 SP Surgical Table is in compliance with national and international safety standards for electromedical equipment and meets the applicable requirements of the following standards:

- **Underwriters Laboratories (UL) Standard 2601-1 – 1st Ed.**, as certified by ETL Testing Laboratories, Inc.
- **Standard CSA-C22.2 No. 601.1-M90**, Standard for Electro-Medical Equipment, as certified by ETL Testing Laboratories, Inc.
- **EN 60601-1: 1993, Amendment 2, 1995, Electrical Safety**, as certified by ETL Testing Laboratories, Inc.



(Typical only - some details may vary.)

- **IEC 601-1-2: 2001, Electromagnetic Compatibility**, as certified by ETL Testing Laboratories, Inc.
- **EN 55011: Group I, Class B, Emissions Testing**, as certified by ETL Testing Laboratories, Inc.
- **EN 60601-2-46 – 1st Ed.**, as certified by ETL Testing Laboratories, Inc.
- **CE marked to the Medical Device Directive, 93/42/EEC**
- **FDA Good Manufacturing Practices Regulations 21CFR820 for Medical Devices**
- **Class 1 Equipment**
- **Type B Equipment**
- **Suitable for continuous use**
- **IPX-4 (Fluid Ingress Protection)**

FEATURES

Microprocessor Controlled Hydraulic System provides tabletop articulation. Tables feature auxiliary override (backup) systems for the control and hydraulic systems.

Control System uses microprocessor technology to control the hydraulic pump motor and solenoid valves. The primary control system consists of a "master" and a "slave" computer. The master computer is located on the column

The Selections Checked Below Apply To This Equipment

VOLTAGE

- 100 VAC, 50/60 Hz
- 120 VAC, 50/60 Hz
- 220 VAC, 50/60 Hz
- 230/240 VAC, 50/60 Hz

POWER SOURCE

- Electric-Powered Table
- Battery-Powered Table

¹HERMES-Ready is a trademark of Computer Motion

OPTIONS

- Foot Control
- HERMES®-Ready¹ Voice Activation System*
- Operating Room Control System (ORCS) ACT Interface**

ACCESSORIES

Refer to separate product literature.

* This option for Amsco 3085 SP HERMES®-Ready¹ tables only.

** This option for Amsco 3085 SP ACT Enabled™ tables only.

PAD CONFIGURATION

- 2' (51 mm) TLT Pads and X-Ray Top (standard)
- 2' (51 mm) Traditional Foam Pads (replacement option only)
- 2' (51 mm) TLT Pads only

Item _____

Location(s) _____

Kidney Elevator is centrally located between the back and seat sections, and is manually raised and lowered with a ratchet that flips up into stored position when not in use. The ratchet operates a dual rack-and-pinion mechanism through a jointed drive shaft. The kidney elevator is constructed of stainless steel. Maximum height of elevator is 4' (102 mm) above tabletop.

OPTIONS

Foot Control is available for any 3085 SP Surgical Table. Unit is used in conjunction with the hand control to provide the surgeon with Trendelenburg/ Reverse Trendelenburg, Raise/Lower, and Side Tilt control during surgical procedures. Unit includes three foot actuated rocker switches, a stainless-steel protective guard, and coiled cord extending to 10' (305 cm) length.

HERMES-Ready Voice Activated Control is available on Amsco 3085 SP HERMES-Ready Surgical Tables. Used in conjunction with the HERMES hand control, and HERMES control center (sold separately by Computer Motion), this option provides the surgeon with voice-activated control of control functions performed by the hand control. Unit includes HERMES hand control, and HERMES interface kit with 20' (610 cm) cable.

ACT (Advanced Control Technology) Interface is available for Amsco 3085 SP ACT Enabled Surgical Tables. This interface enables the networking of the Amsco 3085 SP Surgical Table with various Operating Room Control Systems (ORCS). The ACT Enabled table, STERIS ACT Enabled Hand Control, and ORCS (not provided by STERIS) provide surgeons with direct control of table operation using simple verbal commands and/or touch screen displays. Unit includes ACT Enabled hand control, and ORCS interface kit with 20' (610 cm) cable.

TABLE OPERATION

The 3085 SP Surgical Table is primarily operated by the hand control. The hand control provides the following:

- Power ON/OFF touch pads with ON indicator LED
- Power mode/condition indicator LEDs (AC line, battery, and low battery)
- Floor lock function and actuate touch pads
- Patient orientation function and actuate touch pads
- Position actuate touch pads

The tabletop is articulated by pressing the desired position actuate touch pad on the hand control (or optional foot control pedals).

The following pre-operative actions must be completed before positioning touch pads will function:

- **Electric-powered tables** – table plugged into an appropriate voltage AC receptacle.
- **Battery-powered tables** – batteries properly charged.
- Power turned ON.
- Floor Locks LOCKED.

Adjust tabletop position as follows:

- Confirm patient orientation.
- Press the desired position actuate touch pad on the hand control.
- Release the actuate touch pad when desired position has been reached to automatically stop tabletop and lock it in position.

The range of tabletop nominal movements are as follows:

- **Trendelenburg** – 25° maximum from horizontal.
- **Reverse Trendelenburg** – 25° maximum from horizontal.
- **Height** – 27" (686 mm) minimum to 44" (1118 mm) maximum.
- **Side Tilt** – 18° maximum to right or to left of horizontal.
- **Back** – up 55° maximum (80° in REVERSE orientation) or down 25° maximum (105° in REVERSE orientation) from horizontal.
- **Leg** – up 80° maximum (55° in REVERSE orientation) or down 105° maximum (25° in REVERSE orientation) from seat section.
- **Flex** – back section down 20° maximum with seat section down 25° maximum from horizontal.
- **Reflex** – back section up 25° maximum with seat section up 35° maximum from horizontal.

NOTE: Flex and Reflex position controls are disabled when in REVERSE patient orientation.

- **Return-to-level** – The tabletop can be returned to level by pressing the LEVEL touch pad. The table will move in anatomically correct increments until it reaches level.*


* For patients over 400 lbs (181 kg) in the reversed position with the table in full tilt and full patient-reverse Trendelenburg position, proper operation of the return-to-level function may be inhibited.

Auxiliary Override Systems allow table operation in the event of primary control malfunction. Table control system automatically actuates NORMAL patient orientation and shuts down primary control when override switches are actuated.

- **Electric pump power available** – Articulate table using toggle switches located on control column.
- **No electric pump power available** (Manual Hydraulic Pump) – Articulate table using toggle switches located on control column (or hand or optional foot control selectors) in conjunction with manual hydraulic pump.
- **Floor lock overrides** – A floor lock override rocker switch is located on the side of the table base, behind the manual foot-operated pump.

PREVENTIVE MAINTENANCE

A global network of skilled service specialists can provide periodic inspections and adjustments to help ensure low-cost peak performance. STERIS representatives can provide information regarding annual maintenance agreements.

Item	Equipment #	Description	Quantity	Extended Discount Price
1.0000	ST010102	STERIS 3085 SP Battery Powered General Surgical Table with X-Ray Tops The Amsco 3085 SP General Surgery Table offers durability and ease of use. The four section radio translucent table top offers the clinician to ability to easily posture a patient for a wide range of procedures. The tabletop height is adjustable from 27" to 44" and has a weight capacity of 1,000 lbs. in normal and 500 lbs. in reverse orientation. <ul style="list-style-type: none"> • Battery Powered • With 2" Tabletop Pads, X-ray Top and Image Amplification • 120 Volts 	1	28,643.90
				
1.1000	BF413	Standard Accessory Package with 3" Anesthesia Armboard Pad with Standard Length Restraint Strap Standard Accessory Package with 3" Anesthesia Armboard Pad (to be used with X-ray tops) With Standard Length Restraint Strap. Package includes 2 Anesthesia Armboards with 3-inch TLT pad (BF804), Perineal Cutout Filler Piece (BF205), Cable Wrap (BF316) Restraint Strap, Standard Length, 66-1/2-inch (BF45). Fits STERIS 5085, 4085, Cmax, Amsco 3085 SP, 3080-R and 3080 tables.	1	1,082.06
Subtotal for line 1				29,725.96
2.0000	SE6020977	Inspect and Start-Up Table STERIS Service will stage the table in the location designated by the Customer for review and check-in by the facility. STERIS will: <ul style="list-style-type: none"> • Uncrate the table/re-crate trade-in (if applies) • Ensure that power is fully charged for an all-systems check • Fully inspect table condition and supporting hardware • Perform and complete STERIS 31 point start up test to confirm optimal table performance • Verify floor locking system is secure • Confirm tilt speed • Inspect shroud to ensure complete functionality and verify no damage during freight transportation. Remove and properly dispose of all crating material	1	550.00
3.0000	SHIPPING & HANDLING CHARGES	STERIS's designated carriers are extensively trained to best handle our complex equipment needs and ensure safe and timely delivery of all products. Our onsite carrier representatives ensure accurate deliveries specific to your timeline as well as problem resolution should there be any delays, damages or redelivery required.	1	1,406.91
Currency: USD		Quote Total Excluding Taxes		31,682.87

NOTE: ALL TAXES ARE EXCLUDED UNLESS OTHERWISE STATED. IF EXEMPT, PROOF OF TAX EXEMPTION MUST ACCOMPANY ALL PURCHASE ORDERS.

NOTE: Under present circumstances, this quotation may be considered firm for thirty (30) days from this date. Acceptance later is subject to confirmation. Our quotation is extended on the basis of shipment being made within twelve (12) months after receipt of purchase order or contract. For extended shipments, add ½% per month for any subsequent period beyond (12) months.

Term of Payment: Net 30 Days

Terms of Shipping: PPD/ADD

FOB: Origin

DELIVERY INSTRUCTIONS

Customer: _____

Customer Purchase Order Number: _____

STERIS Sales Order Number: _____

Delivery Contact Name: _____

Delivery Contact Telephone Number: _____

Is a Precall Required? Yes _____ No _____

If yes, what are the requirements (i.e. 48 hours before delivery):

Loading Dock: Yes _____ No _____

Dock Hours: Open: _____ Close: _____

Is Lift Gate Delivery Required: Yes * _____ No _____

Inside Delivery Required: Yes * _____ No _____

Inside Delivery Into Dock Door: Yes * _____ No _____

Inside Delivery to Department or Floor: Yes * _____ No _____

Any Specialized Truck Requirements?: Yes * _____ No _____

If Yes to any of the above, provide explanation:

Additional Comments (examples: Saturday Delivery, Disposal Requirements, Safety Requirements, Union Driver Required, etc.):

* Yes = Additional Charges Apply

By:
Heath Brownstead
Account Manager

Accepted For:
WELCH COMMUNITY HOSPITAL
Acct:26040 GLN: 1100004420053

STERIS Corporation
5960 Heisley Road
Mentor, OH 44060
Tel: 440-354-2600
Fax: 440-639-4450

Signature: _____
Title: _____
Date: _____
E-mail: _____
Purchase Order: _____
Want Date: _____
Ship To Address: _____

Bill To Address: _____

View order history and place orders for accessories, consumables and parts on-line. Visit us at <https://store.steris.com>

STERIS CORPORATION TERMS AND CONDITIONS OF SALE

NOTICE TO CUSTOMER: STERIS Corporation ("Seller") hereby certifies that the goods reflected in Seller's quotation were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.

I. Offer and Acceptance

A. Customer agrees that Seller's quotation constitutes an offer for the sale (the "Offer") of products (the "Products") or services (the "Services"). Unless otherwise specified in the Offer, or some other document signed by Seller, the terms and conditions of sale set forth in this document ("Seller's Terms") apply to all Products and Services sold or provided by Seller.

B. Customer acknowledges that any purchase order or other form of acceptance issued by Customer shall result in a contract for the purchase of the Products or Services at the price quoted in the Offer. Customer shall be deemed to have accepted any of Seller's Terms to which Customer has not specifically objected. Customer's issuance of a purchase order which purports to reject some or all of Seller's Terms by virtue of standard form language shall not be sufficient objection. Customer shall be required to set forth each objection to Seller's Terms in a separate writing signed and dated by Customer and delivered to Seller prior to or contemporaneous with Customer's purchase order or other form of acceptance. Seller's failure to object to provisions in any purchase order, or other communication from Customer (including, without limitation, penalty clauses of any kind), shall not be a waiver of Seller's Terms, nor an acceptance by Seller of any such provisions. Any terms in Customer's purchase order or any other document of acceptance which are different from or additional to Seller's Terms are hereby rejected unless specifically accepted by Seller in a separate document signed by both Customer and Seller, regardless of whether such other terms would materially alter the terms hereof. No course of dealing, custom or usage, which is contrary to Seller's Terms shall apply.

C. Seller reserves the right to correct any typographical or clerical errors in prices, specifications, quotations, or acknowledgments.

II. Products or Services Subject to Sale

The Products (including equipment, supplies, and parts) or Services subject to this sale shall be limited to those described in the Offer. Unless explicitly included in the Offer, this quotation does not include, and Customer assumes responsibility for (A) all utility hook-ups, building code approvals, and other regulatory requirements, as applicable, and (B) removal from tailgate of carrier, set-up, installation, and start-up. If the Customer is a government entity, Customer acknowledges that the Products are commercial items and that except as required by law, government accounting and procurement principles do not apply.

III. Financial Condition

At Seller's request, Customer will furnish sufficient information to enable Seller to assess Customer's creditworthiness, including preparation of Seller's credit application. Seller may, in its discretion, require letters of credit, full or partial payment in advance, or other forms of security.

IV. Prices, Shipment, and Delivery

A. Prices are based on U.S. dollars and are F.O.B. point of shipment. Prices do not include freight or delivery charges or taxes (sales, excise, use, ad valorem, etc.) or any export or import duties. Those charges may be prepaid by Seller and Customer agrees to pay any such charges that are added to Customer's invoice.

B. Seller shall select the method and carrier for delivery of all Products. Title and risk of loss or damage to the Products shall pass from Seller to Customer upon delivery to a carrier at point of shipment.

C. Any shipment, delivery, or performance date stated in the Offer or other contract document is approximate only and does not constitute any guarantee of shipment, delivery, or performance on any particular date.

D. Time shall not be of the essence of this agreement.

V. Payments, Title and Security Interest

A. All payments shall be made in United States currency. All payments shall be without deductions for back-charges, other accounts between Seller and Customer, and the like, which shall be settled independently of the payment of the invoice. Payment shall not prejudice claims on account of omissions or shortages in shipment, but no such claim will be allowed unless made within 96 hours after receipt of the applicable shipment by Customer.

B. Payment shall be due within 30 days from the date of Seller's invoice.

C. Should Customer delay payment beyond the date it is due, interest may be charged on the unpaid balance at the rate of one and one-half percent (1-1/2%) per month or the maximum rate permitted by law, whichever is less.

D. Notwithstanding that title and risk of loss pass to Customer upon shipment, Customer hereby grants a security interest in all Products to secure Customer's payment in full. Customer authorizes Seller at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction financing statements and amendments naming the Customer as debtor and describing the Products as collateral and to give any notices necessary to perfect such security interest or establish the priority thereof.

VI. Delays and Changes

A. Seller shall not be liable for loss, damages, or non-performance resulting from delays in receipt of final specifications or instructions from Customer, changes in specifications, force majeure, including but not limited to strikes, labor disturbances, material shortages, non-manufacturing conditions, delays or failures of carriers or communication, epidemics, fire flood, storms, accident, riot, acts of terrorism, war and invasion, governmental requisition or priorities, acts of God, or other causes beyond Seller's reasonable control.

B. In such event, the delivery date shall be extended for a period equal to the time lost by reason thereof, or Seller at its option may cancel the delivery and refund any amounts paid by Customer, as Customer's sole and exclusive remedy. Seller shall undertake to notify the Customer promptly of any significant delay and will specify the revised delivery date as soon as practical. **IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF A DELAY IN, CANCELLATION OF, OR FAILURE TO DELIVER OR MANUFACTURE.**

C. If shipment is delayed or extended by Customer, Customer shall arrange for and notify Seller of the place or places to which Seller shall ship the Products covered by the order for warehousing or storage at Customer's expense and all risk of loss or damage to the Products or Services shall be borne by Customer. If Customer is unwilling or unable to promptly arrange for warehousing or storage facility, Seller may do so at Customer's expense. Customer hereby agrees to pay any and all storage charges so incurred as reflected on Seller's invoice.

D. In addition to the rights and obligations set forth in VI.C., changes to orders in excess of \$15,000 may also be subject to a change order fee. Seller may charge a change order fee of one percent (1%) or \$2,500, whichever is less, where Customer requests a change to the Product's configuration, order quantity, or delivery date and the change is requested within 30 days of the original delivery date. All change orders must be accepted and approved by Seller. Change orders shall be processed upon submission of a revised purchase order. Change orders may result in delays in shipping and/or installation.

VII. Cancellation

Cancellation or suspension of the order by Customer after acceptance by Seller may be made only on terms which will compensate Seller for loss due to the cancellation or suspension. Prior to shipment, Customer may cancel by giving written notice of

cancellation to Seller. Customer may cancel after shipment only if Products are re-salable and Customer pays restocking, shipping and handling charges as reasonably determined by Seller.

VIII. Warranty and Disclaimers

A. Seller warrants capital equipment to be free from defects in material and workmanship under normal use and operation for a period of one year after date of shipment to Customer. Seller's sole warranty with respect to all other Products is that such products comply with Seller's specifications for a period of 90 days from the date of shipment, unless the Product is subject to an expiration date, in which case the expiration date shall apply. Seller's warranties do not apply to damage resulting from unauthorized installation, accident, casualty, alteration, misuse, or failure to follow Seller's written instructions. No other express warranty is made with respect to the Products. If any model or sample was shown to Customer, such model or sample was used merely to illustrate the general type and quality of the Products and not to represent that the Products would necessarily conform to the model or sample in all respects. **ENTIRE WARRANTY: SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. SELLER SHALL HAVE NO OTHER LIABILITY, DIRECT OR INDIRECT, OF ANY KIND, INCLUDING LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.**

B. Customer agrees that its sole and exclusive remedy for breach of the foregoing warranties shall be the repair or replacement and reinstallation of defective parts (with the exception of items normally considered to be expendable such as filters, fuses, gaskets, lamps, printer paper, printer ribbons, ink, lubricants, charts, etc.), or, at the Seller's option, to refund the purchase price; provided (1) the Product has not been altered or modified by other than Seller, (2) it has been properly stored, installed, maintained and operated within the limits specified by Seller, and (3) Customer promptly sends to Seller notice of defect and satisfactory proof thereof, including allowing Seller the opportunity to inspect the Products, and in the event of repair or replacement, returns the Product to Seller, freight prepaid. Defective parts replaced by Seller shall become the property of the Seller. Repaired or replacement parts will be shipped to the Customer FOB point of shipment. Product that is returned to Seller but that is found by Seller to conform to Seller's warranties shall be returned to Customer at Customer's expense and otherwise subject to the provisions of section IV above.

C. If the Product sold is not manufactured by Seller, Seller will extend to the Customer the same warranty protection Seller received from the original manufacturer.

D. Seller is not responsible for any warranty work, repairs, replacements, or other work, or charges relating thereto, that have not been authorized by Seller in writing.

E. Where applicable and purchased separately, Seller agrees to delay the start date of the warranty for up to 12 months from the date of shipment, provided Seller confirms by inspection that as of the deferred start date, the Products meet Seller's original factory specifications and do not materially differ from their factory-shipped condition.

IX. Patents, Trademarks, Copyrights and Software

A. Seller warrants that Products it manufactures pursuant to its design shall be delivered free of any rightful claim for infringement of any United States patent, trademark or copyright.

B. If Seller is notified promptly in writing of any claim of infringement, Seller will defend or may settle at its expense any such claim; provided, however, that Customer must cooperate with Seller in the defense of any claim. Seller shall, at its expense and option, either procure for the Customer the right to continue using any infringing Products, or replace or modify them so they become non-infringing, or remove the Products and refund the purchase price (less reasonable depreciation for any period of use). The foregoing states the entire liability of Seller for any patent, trademark, copyright, or other intellectual property infringement by Products or any part thereof.

C. The preceding representations shall not apply to any Product or part specified by Customer or manufactured to Customer's design, or to the use of any Product furnished hereunder in conjunction with any other item in a combination not furnished by Seller as a part of this transaction. As to any such item, part, or use in such combination, Seller shall have no liability whatsoever for patent, trademark or copyright infringement and Customer will indemnify Seller and hold Seller harmless against any claims, liability, damages or expenses, including reasonable attorney fees, as a result of infringement claims arising therefrom.

X. Limitation of Actions

A. Any action for a breach of contract arising out of Seller's acceptance of Customer's order or arising out of Customer's acceptance of Product supplied must be commenced within one year after the cause of action has accrued.

B. SELLER SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES FOR LOSS OF USE ARISING DIRECTLY OR INDIRECTLY FROM ANY BREACH OF CONTRACT, MATERIAL OR OTHERWISE, OR FROM ANY TORTIOUS ACTS OR OMISSIONS OF ITS EMPLOYEES OR AGENTS, AND IN NO EVENT SHALL THE LIABILITY OF SELLER EXCEED THE PRICE OF THE DEFECTIVE PRODUCT OR OF THE PRODUCT SUBJECT TO LATE DELIVERY. If Seller, without separate compensation therefore, furnishes the Customer with advice or other assistance concerning any Product supplied hereunder or any system or equipment in which any such Product may be installed which is not required hereunder, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, tort (including negligence and strict liability) or otherwise.

C. The rights and obligations of the Customer and Seller, and the construction and effect of any contract formed between them shall be governed by the laws of the State of Ohio.

D. If the Customer fails to fulfill the terms of payment of any invoice or if the financial or business condition or responsibility of the Customer shall become impaired or unsatisfactory to the Seller, Seller may, without liability to Customer or prejudice to any other legal or equitable remedy, suspend performance until past due payments are made and satisfactory assurance of payment is received.

E. Any credit extended by Seller to Customer is conditional upon Seller's continued satisfaction with Customer's creditworthiness and shall not establish any right to credit with Seller. Seller reserves the right to suspend credit and demand cash in advance or on delivery for all or any part of the price or to alter payment terms based on its assessment of Customer's creditworthiness at any time, and failure of Customer to satisfy any such altered credit or payment terms shall constitute grounds for insecurity on the part of Seller.

XI. Operating Directions

A. Customer shall comply with and require its agents and employees to comply with all directions, safety notices, warnings, and other instructions furnished by Seller, and shall use and require its agents and employees to use reasonable care in the use of the Products.

B. SELLER SHALL HAVE NO OBLIGATION OR LIABILITY FOR ANY FAILURE OF CUSTOMER, CUSTOMER'S EMPLOYEES OR AGENTS, OR ANY THIRD PARTY TO OBSERVE THE PROVISIONS OF THIS SECTION, OR FOR ANY INJURY OR DAMAGE CAUSED, IN WHOLE OR IN PART, BY CUSTOMER'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL SAFETY REQUIREMENTS AND CUSTOMER SHALL INDEMNIFY AND HOLD SELLER HARMLESS FOR ANY CLAIMS, LIABILITIES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH ANY SUCH INJURY OR DAMAGE OR CLAIM THEREOF.

XII. Additional Terms for Surgical Solutions Custom Orders

Custom orders for integrated operating rooms, lights and booms, and other customized equipment for surgical and critical care shall be subject to Seller's standard Terms and Conditions of Sale and Installation, as well as the following additional terms and conditions:

A. Payment. A non-refundable deposit of thirty percent (30%) of the total purchase price of any order that includes custom equipment must be paid to Seller within 10 days of the date that Seller receives Customer's purchase order. Payment for the remainder of the purchase price must be made within 30 days of Seller's invoice date.

B. Cancellation. If a Customer chooses to cancel a purchase order for a custom order, the Customer's deposit will be forfeited.

C. Facility Preparation. A \$2,500 change order fee shall also apply if Seller's installation team arrives at a Customer facility for a scheduled installation but is unable to complete the installation because of the Customer's failure to prepare the site according to previously agreed upon specifications.

D. Return of Goods. Customer shall not be entitled to any refund or credit for custom-made parts, used parts, or parts that are missing labels or packaging. Goods may not be returned without prior approval from Seller. Customer is responsible for all freight

costs associated with the return of goods after shipment and may be required to pay a restocking fee.

XIII. Miscellaneous

- A. No right accruing to the Customer by virtue of the manufacturer/purchaser relationship between Seller and the Customer nor any duty of Seller resulting from that relationship shall be assignable without Seller's prior written consent.
- B. Invalidity of any provision of Seller's Terms shall not affect the validity of any other provision hereof and any invalid provision shall be, to the extent possible, modified to accomplish the same objectives in a valid way without affecting the surviving provisions.
- C. No failure by Seller to exercise any right accruing to it by virtue of the manufacturer/purchaser relationship or under any contract of sales entered into with the Customer shall operate as a waiver thereof or preclude the exercise of the same or any other right or privilege by Seller.
- D. Any notice required or contemplated hereunder shall be in writing and shall be delivered personally or sent by telefax or by prepaid registered mail.
- E. There are no other Terms and Conditions applicable to the purchase and sales of Seller's Products other than those contained in the Offer (including any specifications or other documents which Seller incorporated by reference in the Offer or invoice). No modification, amendment, waiver or other change of any provision of Seller's Terms shall be binding on Seller without Seller's written consent.
- E. The rights and obligations of the Customer and Seller, and the construction and effect of any contract formed between them shall be governed by the laws of the State of Ohio.
- F. No indication on a payment remittance or otherwise that a payment of less than the full amount of any one or more invoices or other obligations will constitute payment in full thereof shall be effective, and no accord and satisfaction, credit or compromise will be effective, unless Seller expressly agrees to the same in writing.

JAZ:lr111910

INSTALLATION TERMS AND CONDITIONS (where installation is purchased from Seller)

General Definitions & Scope of Responsibilities

- 1 The Seller's Terms attached hereto are hereby incorporated by reference herein.
- 2 Seller will not be responsible for services other than Seller or Seller contracted sources, unless authorized in writing by Seller.
- 3 All work will be performed during normal working hours: 8:00 AM to 5:00 PM, Monday through Friday. Holidays and other hours will require additional charges.
- 4 Non-Union labor will be used.
- 5 Seller will be responsible for clean-up of all packing materials, crates, crating and/or other debris of transporting/setting up the equipment, but containers/dumpsters must be provided by/at the owner's facility.
- 6 Parts and labor required to repair damage caused by accident, abuse, natural disaster, fire or theft, misuse by operating equipment for functions/processes not originally designed or recommended, or alteration/ modification of the equipment or accessories after final assembly and test by Seller shall be provided by Customer and are not covered by Seller.
- 7 Seller also includes the final hook-up of all the necessary utilities within 2 feet of the perimeter of the equipment

Environmental and Safety Issues

HAZARD COMMUNICATION - Customer agrees to provide Seller with information as to all hazards or hazardous materials which Seller's personnel may encounter when performing services for Customer and to familiarize Seller, its employees and contractors with Customer's Hazard Communication Program. If Customer's facility has an asbestos maintenance plan, the applicability of the plan to Seller's services must be specifically pointed out to Seller, and a copy of the plan must be provided to Seller prior to Seller's commencement of work. Customer shall ensure the safety of the work area and of Seller's employees and agrees to defend, indemnify and hold Seller, its employees and contractors, and their insurers (the "Indemnified Parties") harmless from any and all claims, demands, losses, liabilities, fines, penalties (including but not limited to OSHA penalties), costs (including but not limited to attorneys' fees) or other liability suffered or incurred by the Indemnified Parties as a result of Customer's failure to do so.

UNEXPECTED OR HAZARDOUS CONDITIONS - If unforeseen conditions are discovered (such as the discovery of hazardous substances or conditions) which may increase the time or expense of performance, Seller shall be entitled to additional compensation for the effects of such unexpected conditions. If Seller and Customer cannot agree on such additional compensation, Seller may stop work without liability and Customer shall pay Seller for any services already performed, at Seller's hourly rates. If Seller encounters materials which it believes may be hazardous, Seller may suspend its services until adequate testing and analysis have been conducted to confirm whether such materials are hazardous or not. In no event shall Seller or its contractors be responsible for the removal, abatement or disposal of any hazardous materials (including but not limited to asbestos, asbestos containing materials, hazardous waste, or infectious waste).

Customer Responsibilities-SITE PREPARATION

- 8 Remove all asbestos and/or other hazardous materials from equipment building and surrounding area, and safely dispose of same in accordance with local/state/federal codes, prior to Installation and/or Equipment Removal.
- 9 Obtain or incur expenses for obtaining any/all permits, approvals, licenses, certification, fees and source testing, local or otherwise, that may be required for installation or operation of the equipment being installed.
- 10 Prepare site for equipment installation, to include walls, floors, drains, ceilings, building utility connections, including steam drip-legs and pressure regulators, special fiber panel and any/all required structural modification to the building, including superstructure above finished ceiling and/or wall back and floor reinforcement.
- 11 Provide slab, wall, flooring, anchor location and/or under-structure suitable to accept seismic tie-down devices as specified in Seller's equipment drawings/technical documentation.
- 12 Install any/all building exhaust vents beyond manufacturer's vent termination point, as designated in Seller's equipment drawings/technical documentation, and ensure total HVAC system is adequate to handle load(s) expected with new equipment.
- 13 Assure that all door openings, hallways and areas en route from receiving area to installation site will accept equipment without dismantling equipment or removing/modifying any door frames, ceilings, cabinets or other facility structures.
- 14 Provide all utilities (steam, water, compressed air, condensate return, waste-drain, electric, exhaust) according to local/state/federal codes and Seller's equipment drawings/technical documentation.
- 15 Furnish and install all electrical disconnects and shutoff valves within easy reach for emergency or service shutdowns, as specified in Seller equipment drawings, and in accordance with local/state/federal codes.
- 16 Provide adequate lighting in recess room area.
- 17 Provide an adequate service area around equipment as specified in Seller's equipment drawings and in accordance with local/state/federal codes, to ensure equipment placement/utility connections and locations are adequately spaced.

Customer Responsibilities-RECEIVING

- 18 Provide for a loading dock with capacity for non-power tailgate delivery.
- 19 If vertical transport is required due to limited access to higher or lower floors via stairways, elevator limitations, etc., customer will be responsible for any/all additional charges.
- 20 Receive and inspect new equipment for shipping damage and store in weather-protected, secure area inside building designated for final installation, or arrange for transportation and off-site storage, scheduling re-delivery in time for final installation.
- 21 Seller will require two (2) weeks notice prior to beginning actual installation work, with clear access to final equipment location(s) guaranteed.
- 22 If old equipment is to become Seller's property, it will be held on-site at designated location for pickup by Seller-contracted transport within a reasonable time, or not to exceed five (5) working days.

Customer Responsibilities-UTILITIES

STEAM:

- 23 Pressure - dynamic pressure must meet specific specifications on Seller's equipment drawings/technical documentation: must provide steam pressure regulators and shut-off valves where/when specified.
- 24 Quality - provide steam traps, insulation and pipe routing necessary to supply 97% vapor-quality steam.

AIR:

- 25 Pressure - dynamic pressure must meet specifications on Seller's equipment drawings/technical documentation; air regulators must be provided where specified.
- 26 Quality - provide filters/dryers necessary to supply air quality as specified on Seller equipment drawings/technical documentation.

WATER:

- 27 Pressure - dynamic pressure must meet specification on Seller's equipment drawings/technical documentation; water pressure regulators must be provided where specified.
- 28 Flow Rates - piping must be properly sized to prevent water hammer; provide correctly sized pipes and water hammer arresters in order to support water flow rates and pressures as specified on Seller's equipment drawings/technical documentation, and according to local/state/federal codes for back flow prevention.
- 29 Quality - water provided may be treated as necessary, but must meet quality specifications on Seller's equipment drawings/technical documentation.

EXHAUST - Provide air exhaust flow (SCFM) as specified on Seller's equipment drawings/technical documentation.

WASTE - Provide adequate drain(s), sized to handle water/steam flow rates as specified on Seller's equipment drawings/technical documentation, and traps, as required by local/state/federal codes.

ELECTRIC - Provide electrical supply as specified on Seller's equipment drawings/technical documentation, with locking disconnect switches, as required by local/state/federal codes.

STERIS®



STERIS Corporation
5960 Heisley Road
Mentor, OH 44060-1834 • USA
440-354-2600
GLN: 0724995000004

QUOTATION

WELCH COMMUNITY HOSPITAL
Acct:26040 GLN: 1100004420053
454 MCDOWELL ST
WELCH, WV 24801, US

STERIS Quote No: HBROWNST654604
Revision No: 2
Date: 12-Sep-2012
Submitted By:
Heath Brownstead, Account Manager

STERIS is pleased to make the following proposal for your consideration:

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NOTICE: Sale of any Products or Services covered by this quotation is conditioned upon Buyer's assent to the terms contained herein (including the Terms and Conditions of Sale and /or the Installation Terms and Conditions included on the last page(s) of this quotation). Any additional or different terms proposed by Buyer are hereby objected to and will not be binding upon STERIS unless specifically assented to in writing by STERIS' authorized representative in Mentor, Ohio.