



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement folder: 179921

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0506

Vendor ID: 000000176713

SO Doc ID: WEH1600000016

Legal Name: STERIS CORPORATON

Published Date: 2/8/16

Alias/DBA:

Close Date: 3/8/16

Total Bid: \$36,579.87

Close Time: 13:30

Response Date: 02/24/2016

Status: Closed

Response Time: 9:49

Solicitation Description: (1) new Amsco 3085 SP surgical table or equal

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 179921

Solicitation Description : (1) new Amsco 3085 SP surgical table or equal

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2016-03-08 13:30:00	SR 0506 ESR02231600000003763	1

VENDOR

000000176713
 STERIS CORPORATION

FOR INFORMATION CONTACT THE BUYER

April Battle
 (304) 558-0067
 april.e.battle@wv.gov

Signature X FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	new Amsco 3085 SP surgical or equal	1.00000	EA	\$36,579.870000	\$36,579.87

Comm Code	Manufacturer	Specification	Model #
42295112			

Extended Description : 3.1.1 Vendor must provide one (1) new Amsco 3085 SP surgical table or equal.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	In-house training/10 users	1.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
86101800			

Extended Description : 3.1.2 Vendor shall provide in-house training for usage and care of the equipment for up to 10 users within forty-five (45) calendar days after receiving a purchase order.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Warranty	1.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
81111818			

Extended Description : 3.1.3 Table must have a one (1) year warranty.

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: *[Handwritten Signature]* Date: 2/24/2016

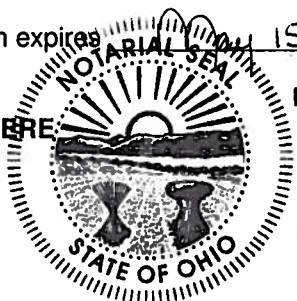
State of Ohio

County of Lake, to-wit:

Taken, subscribed, and sworn to before me this 24th day of February, 2016.

My Commission expires 15, 2017.

AFFIX SEAL HERE



REBECCA A. NICHOLS
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
May 15, 2017

[Handwritten Signature]



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


ATTN: Vicki Butler, OR Director (Phone: 304-)

STERIS Quote No: HBROWNST854333
Revision No: 1
Date: 11-Feb-2016
Submitted By:
Heath Brownstead, Account Manager

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

User training will be provided to all hospital staff as required at no charge

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.

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 • Contract: GR PREMIER PP-OR-1290 OR TABLES TIER 1 	1	34,466.67
3.0000	SE1100700072	Inspect and Start-Up 3085 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	605.00
5.0000	SHIPPING & HANDLING CHARGES	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 carrier representatives work to ensure accurate deliveries specific to your timeline as well as problem resolution should there be any delays, damages or redelivery required.	1	1,508.20
Currency: USD		Quote Total Excluding Taxes		36,579.87

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

Please complete and/or review for accuracy

Customer Purchase Order: _____

STERIS Sales Order Number: _____

Dock Days _____

Dock Hours _____

Receiving Contact for Required Precall _____

Receiving Contact Phone _____

Receiving Contact Email _____

Precall Required Yes No

Provide precall instructions (e.g. 24/48 hours prior to delivery) _____

Dock with Leveler Yes No

Standard Size Dock (48-52" High) Yes No

Accommodate 75ft x 13.5ft H Tractor Trailer (Trailer plus sleeper unit) Yes No

Appointment Required Yes No

Who will unload the cargo:

Carrier*, Customer or Other _____

Liftgate Required* Yes No

Inside Delivery to Department or Floor* Yes No

Provide final delivery location (e.g. Room 204, Floor 4) _____

Who will perform the inside delivery:

Carrier*, Customer or Other _____

* = 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)

I. 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 service 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 8:00 PM, Monday thru Friday. Holidays and other hours will require additional charges.
4. Non-union labor will be used.
5. Seller will be responsible for cleanup 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 within proximity of work area.
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. Unless specifically included in the contract scope, STERIS will not be responsible for infection control measures.
8. Seller will connect to Customer-supplied utilities within 2 feet of the final point of connection. Utilities shall not be separated from point of equipment connection by physical barriers such as walls, ceilings, or other impediment.

II. Customer Responsibilities-SITE PREPARATION

1. Infection control barriers as determined necessary by facility infection control risk assessment to be designed, installed, and monitored by the Customer.
2. 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.
3. Obtain or incur expenses for obtaining any/all permits, approvals, licenses, certification, fees and source testing, local or otherwise, which may be required for installation or operation of the equipment being installed.
4. Prepare site to enable equipment installation according to Seller equipment drawings/technical documentation to include walls, floors, drains, ceilings, building utility connections, including steam drip-legs and pressure regulators, and any/all required structural modification to the building including superstructure above finished ceiling and/or wall backing and floor reinforcement.
5. Provide slab, wall, flooring, anchor location and/or under-structure suitable to accept seismic tie-down devices as specified in Seller equipment

drawings/technical documentation. If through-bolting or x-ray is required due to structural limitations, customer shall provide.

6. Install any/all building exhaust vents beyond manufacturer's vent termination point, as designated in Seller equipment drawings/technical documentation, and ensure total HVAC system is adequate to handle load(s) expected with new equipment.
7. Assure that all door openings, hallways and areas en route from receiving area to installation site are clear and will accept equipment without dismantling equipment or removing/modifying any door frames, ceilings, cabinets or other facility structures. Provide floor protection.
8. Provide all utilities (steam, water, compressed air, condensate return, waste-drain, electric, exhaust, telecommunications, data) according to local/state/federal codes and Seller equipment drawings/technical documentation.
9. Furnish and install all electrical disconnects and final termination to Seller's equipment as specified in Seller equipment drawings and in accordance with local/state/federal codes.
10. Furnish and install shutoff valves below ceiling within easy reach and within sight for emergency or service shutdowns as specified in Seller equipment drawings and in accordance with local/state/federal codes.
11. Provide adequate lighting in equipment service areas.
12. Provide an adequate service area around equipment as specified in Seller equipment drawings and in accordance with local/state/federal codes.

III. Customer Responsibilities-RECEIVING

1. Provide for a loading dock with capacity for non-power tailgate delivery.
2. 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.
3. Receive and inspect new equipment for shipping damage and store in weather-protected, secure area inside building designated for final inspection, or arrange for transportation and off-site storage, scheduling re-delivery in time for final inspection.
4. Seller will require two (2) weeks notice prior to beginning actual installation work, with clear access to final equipment location(s).
5. If removed 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.

IV. Customer Responsibilities-UTILITIES

A. STEAM:

1. Pressure – dynamic pressure must meet specifications on Seller equipment drawings/technical documentation; must provide steam pressure regulators and

shut-off valves where/when specified.

2. Quality – provide steam traps, insulation and pipe routing necessary to supply 97% vapor-quality steam.

B. AIR:

1. Pressure – dynamic pressure must meet specifications on Seller equipment drawings/technical documentation; air regulators must be provided where specified.
2. Quality – provide filters/dryers necessary to supply air quality as specified on Seller equipment drawings/technical documentation.

C. WATER:

1. Pressure – dynamic pressure must meet specification on Seller equipment drawings/technical documentation; water pressure regulators must be provided where specified.
2. 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 equipment drawings/technical documentation, and according to local/state/federal codes for back flow prevention.
3. Quality – water provided may be treated as necessary, but must meet quality specifications on Seller equipment drawings/technical documentation.

D. EXHAUST:

1. Provide air exhaust flow (SCFM) as specified on Seller equipment drawings/technical documentation

E. WASTE:

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

F. ELECTRIC:

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

G. ATMOSPHERIC VENT:

1. Provide atmospheric vent piping for pressure relief valves where required by local/state/federal codes. Provide a drip pan elbow at connection point.

H. TELECOMMUNICATIONS:

1. Work with STERIS Technical Support prior to dispatching a service technician
2. Allow STERIS to monitor all connected equipment from its ProConnect Response Center
3. Computer Requirements
 1. Desktop, server or virtual computer that meets the following minimum hardware/software requirements to run the ProConnect Remote Monitoring software, service agent and support software.
 2. Windows 7 or Windows Server 2008 with latest service packs The UAC notifications must be disabled
 3. 2.5 GHz Multi-core Processor
 4. 4 GB ram
 5. 10 GB Free Hard Drive Space
 6. Local admin account for STERIS assigned
 7. Connected on facility network
 8. Continuous access to Internet through ports 443
4. Network Requirements at equipment
 1. An active TCP/IP 10/100 BaseT Ethernet network drop with a RJ45 jack within 10' of each unit
 2. Static or DHCP Reserved IP address is required for each unit
 3. Ethernet patch cables to connect each unit to provided RJ45 jack
 4. If physical access to the computer running the ProConnect software is not practical, some method of remote access such as Remote Desktop should be enabled.
5. Some equipment requires 120 VAC power for an external router.

V. Environmental and Safety Issues

1. 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 attorney's fees) or other liability suffered or incurred by the Indemnified Parties as a result of Customers failure to do so.

2. 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).

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility

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

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

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

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: February 23, 2016, at 3:00 PM EST

Submit Questions to: April Battle, Buyer 22
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: april.e.battle@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Amsco 3085 SP Surgical Table or equal
BUYER: April Battle, Buyer 22
SOLICITATION NO.: CRFQ 0506 WEH1600000016
BID OPENING DATE: March 8, 2016
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: (304) 558-3970

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: March 3, 2016, at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. 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.

13. 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.

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

15. 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, 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 contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. 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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to

include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" 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 contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. 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.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within forty-five (45) calendar days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

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

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

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

7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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.

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be 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 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.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000.00
_____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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

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

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

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

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

N/A

for N/A

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.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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.

14. 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. (Note enclosed exception/modification)

15. 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. (Note enclosed exception/modification)

16. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

17. TIME: Time is of the essence with regard to all matters of time and performance in this Contract. (Note enclosed exception/modification)

18. 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.

19. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. 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.

22. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

23. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. PRIVACY, SECURITY, AND 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>.

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document 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.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

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

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

35. 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.

36. 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. (Note enclosed exception/modification)

37. 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.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an 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.

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

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

STERIS Corporation

(Company)

 William Aloe, Contract Administrator

(Authorized Signature) (Representative Name, Title)

440-392-7356

2/23/2016

(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ WEH1600000016

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

Addendum No. 1

Addendum No. 6

Addendum No. 2

Addendum No. 7

Addendum No. 3

Addendum No. 8

Addendum No. 4

Addendum No. 9

Addendum No. 5

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

2/23/2016

Date

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

STERIS Corporation Requested Exceptions of Terms and Conditions

12. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods and services but shall not exceed 30 days from shipment. The Vendor shall submit invoices, in arrears.

13. 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, and upon request, will provide a copy of its certificate of tax exemption to Vendor.

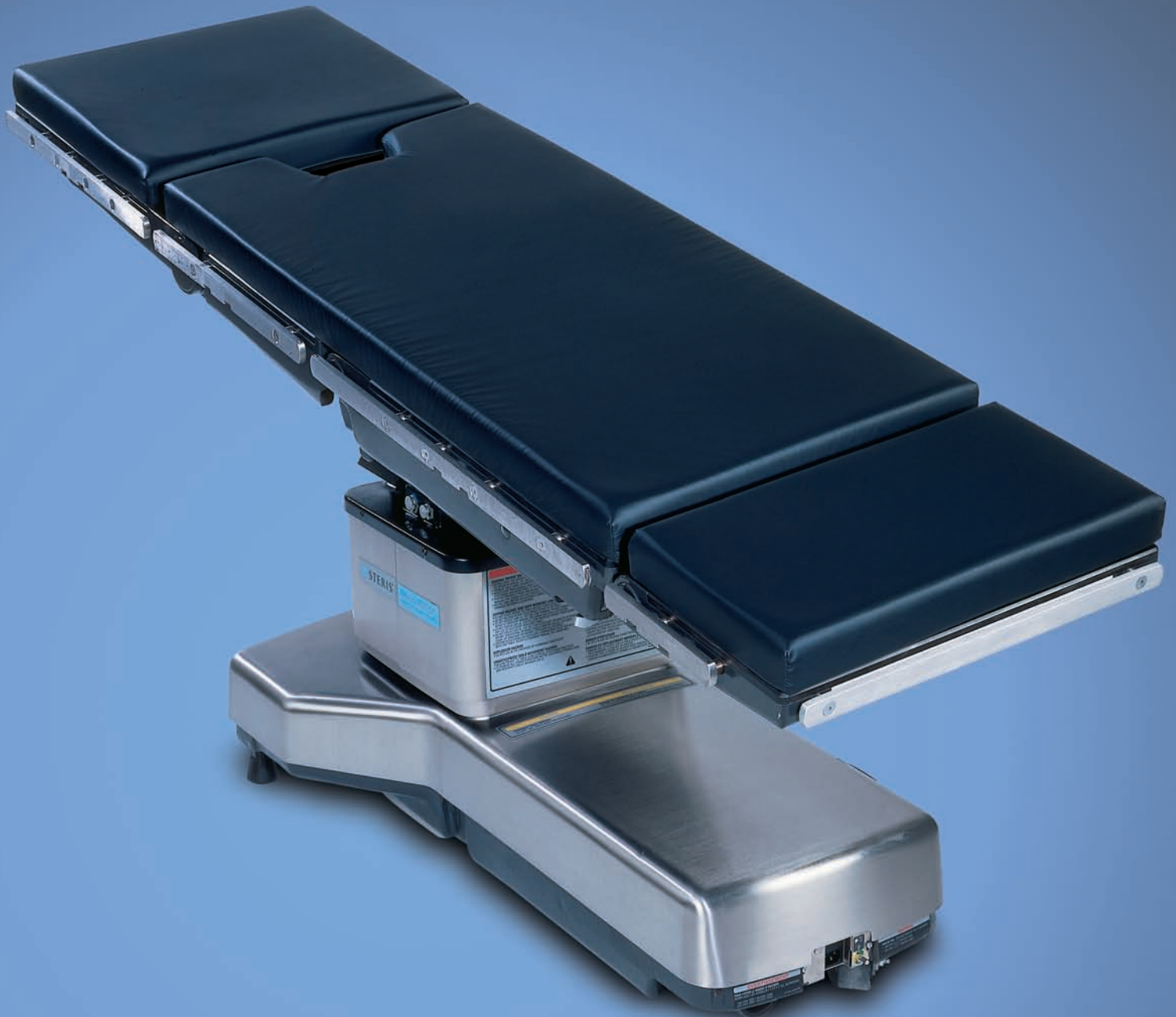
14. TIME: Intentionally Omitted. Time is of the essence with regard to all matters of time and performance in this Contract.

36. INDEMNIFICATION: The Vendor agrees to indemnify and defend, ~~and hold harmless~~ the State and the Agency, their officers, and employees from and against: ~~(1) Any third party claims caused by defective products purchased from the Vendor; (2) any third party claims caused by the Vendor's gross negligence or willful misconduct. (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.~~

IN NO EVENT SHALL VENDOR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY TYPE, TO INCLUDE DAMAGES FOR LOSS OF USE, LOSS OF PROFIT, LOST SALES OR LOSS OF GOODWILL.

**The standard for versatility,
reliability and quality**

Amsco® 3085 SP
Surgical Table



One table for virtually every surgical procedure

The Amsco® 3085 SP Surgical Table

Exceptional reliability and the highest quality have made the difference with Amsco brand products and systems for over 100 years. The design and engineering excellence behind all of our surgical products and systems assures maximum reliability, performance, and value.

The Amsco 3085 SP surgical table provides complete flexibility for patient positioning, no matter how difficult the procedural or imaging requirements. Its proven performance assures you increased productivity, ease of use, and long-term reliability. No other table better meets the challenges of today's OR.

Unprecedented versatility for every surgical specialty

The Amsco 3085 SP table deftly handles virtually all the surgical specialties you expect a general surgical table to handle, including urology and neurology, pediatrics and bariatrics, ENT and endovascular, and even orthopedics, including skeletal traction, with accessories.

Future-ready to meet your needs

The Amsco 3085 SP surgical table is available in an ACT-enabled version that works seamlessly with other technology in your state-of-the-art OR. Using an Advanced Control Technology (ACT) system means that the table can be controlled remotely by integration systems from a variety of vendors (e.g., Karl Storz "OR1®" and Stryker "SIDNE®"). Check with your integration system provider to verify that they work with ACT-enabled technology. Current Amsco 3085 SP table owners can request an enhancement upgrade to make their equipment ACT-enabled as well.



The Amsco 3085 SP surgical table is designed to work seamlessly with other technology in your state-of-the-art OR.



Designed for flexibility in patient positioning

- Automatic conversion of functions for reverse patient positioning, regardless of headrest location: activating the “orient patient” function and selecting “reverse” or “normal” automatically interprets all subsequent commands according to the selected orientation.
- Bieri hydraulics provide ultra-precise tabletop articulation for specialties such as urology and neurology. Tabletop movement is smooth and accurate through the full range of positions.
- With the addition of the orthopedic extension, the 3085 SP surgical table pulls traction and provides positioning flexibility for hip and lower extremity orthopedic procedures.
- T-shaped pedestal design and reverse orientation provide optimal access to the patient by the entire surgical team regardless of the procedure.

Procedural Flexibility and Superior Imaging

Streamlined radiolucent tabletop offers easy C-arm access and complete upper and lower body image amplification (IA) coverage.

Battery-powered auxiliary control switches provide complete override capability during any emergency.

Advanced Bieri hydraulics achieve precise articulation and stability in positioning.

Foot control (optional) provides hands-free raising and lowering, Trendelenburg, reverse Trendelenburg and lateral tilt positioning.

Self-compensating floor locks adjust automatically for uneven surfaces, firmly fixing table in place.



The Amsco 3085 SP Table supports up to 1000 lb (454 kg) patients.



Latex-free Tri-Layer Technology (TLT) pads help reduce the incidence of pressure sores that may occur during lengthy procedures.*

X-ray top is designed so that cassettes can be loaded from the head, foot, or either side for a full range of exposure angles.*

Intelligent hand control with “orient patient” function automatically interprets positioning commands according to the selected orientation.

Manually operated kidney elevator rises 4" (102 mm) from tabletop and enables staff to physically feel pressure applied to patient, reducing chances of overextension.

Easy-glide casters provide excellent mobility.

T-shaped table base facilitates surgical team access, while radiused edges make it easy to clean.

**Note: Table comes standard with latex-free TLT pads and can be ordered with X-ray tops. TLT pads and X-ray tops can also be ordered separately.*

Strong support for your heaviest patients

All Amsco 3085 SP General Surgery Tables are rated to support 1,000 pound (454 kg) patients in Normal Orientation, and are compliant to UL2601-1, CSA M601.1, EN 60601-1 and EN 60601-2-46.

The 1,000 pound (454 kg) capacity of the 3085 surgical table not only includes the ability to support the patient in Normal Orientation, but also to raise, lower and posture the patient using the standard table controls, with the exception of side tilt. A 500 lb (227 kg) rating applies to side tilt in Normal Orientation and all Reverse Patient Orientation use.

Note: When performing surgery requiring a headrest other than the table head section in a Reversed Patient Orientation, or when using a Fem/Pop Board or the Cmax/3085 SP/3080 Orthopedic Extension accessory, the Amsco 3085 SP table accommodates patients weighing up to 400 lbs (181 kg). Also, the Shoulder Table (shown on page 15) will support 500 lb (227 kg) patients on the 3085 SP Table.



Gain traction for Orthopedic procedures

When the mobile, radiolucent orthopedic extension is in place, the 3085 SP surgical table has the positioning flexibility of an orthopedic surgical table for procedures such as hip pinning, intramedullary nailing (shown in photo), and tibia and fibula surgery.

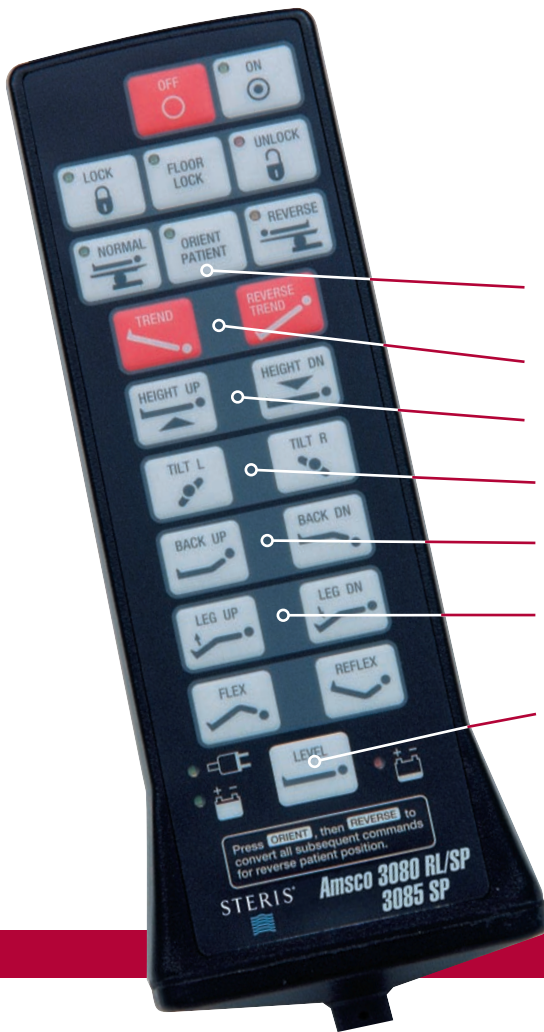
- Abductor bars feature two section construction for lower extremity positioning flexibility to accommodate patient size (up to 400 lb/181 kg) and condition, without compromising image quality or C-arm access.
- The stainless steel accessory cart functions as a convenient platform for docking, undocking and storage of the abductor bars and also provides ample storage for your orthopedic accessories.

For more information on the Cmax/3085 SP/3080 Orthopedic Extension, please see sales brochure M3108EN.



The Cmax/3085 SP/3080/Orthopedic Extension





Lightweight hand control is ergonomically designed for easy one-handed operation

“Orient patient” function frees table operator from having to think “backwards” for reverse patient orientation.

Trendelenburg/Reverse Trendelenburg – 25°

Raise/Lower Height
Range – 27" to 44" (686 mm to 1118 mm)

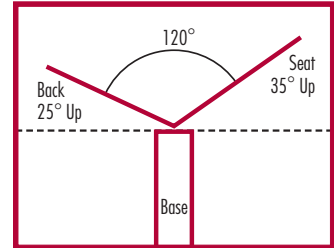
Lateral Tilt – 18°

Back Section:
Down – 25°; Up – 55°

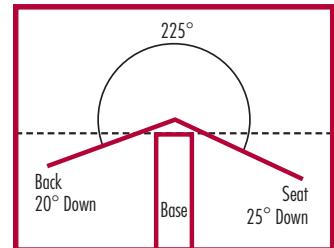
Leg Section:
Down – 105°; Up – 80°

“Level” function automatically returns the patient to level in an anatomically correct sequence of articulations, decreasing the potential for orthostatic hypotension.

Maximum nominal angle of flex and reflex (starting from level)



Reflex



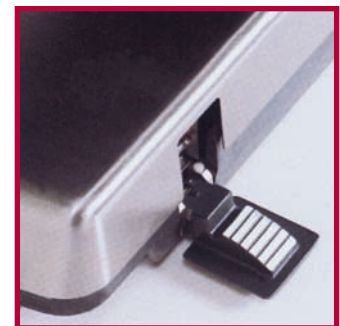
Flex

Built-in stability and reliability

- Locking side-tilt cylinder prevents unanticipated lateral movement with a mechanical lock that backs up the hydraulic system until hydraulic pressure is at the desired level.
- Complete override protection during power outages. A manual foot pump ensures a second source of auxiliary power to drive the hydraulics and enable table articulation or relocation.
- Auxiliary control provide back-up for the hand and foot controls.



Auxiliary Control

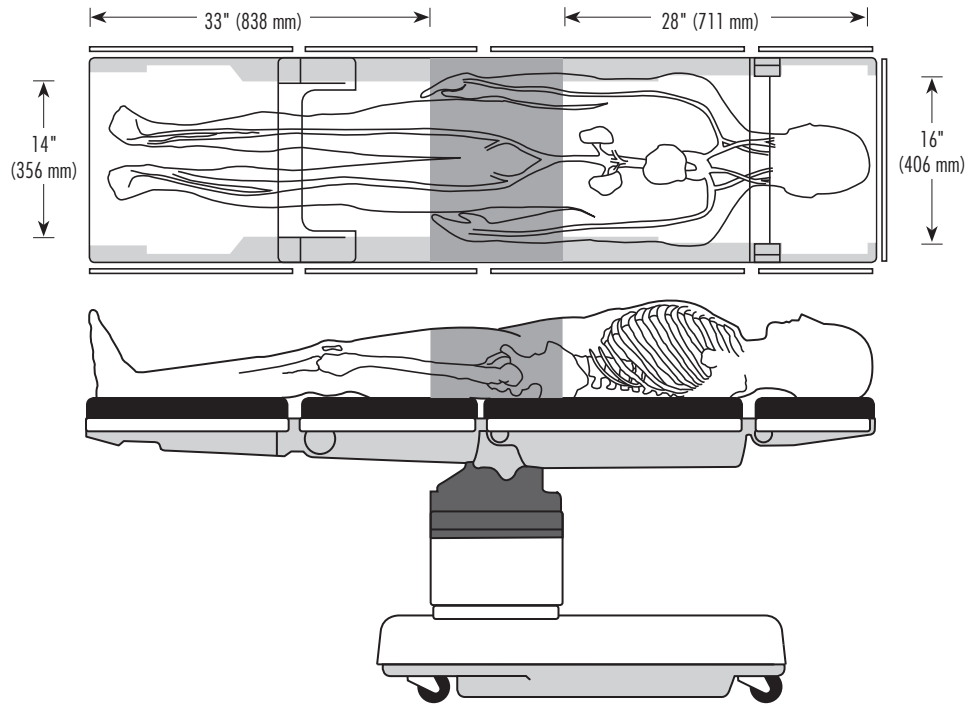


Foot Pump

Amsco 3085 SP Table Imaging Area (IA) Coverage

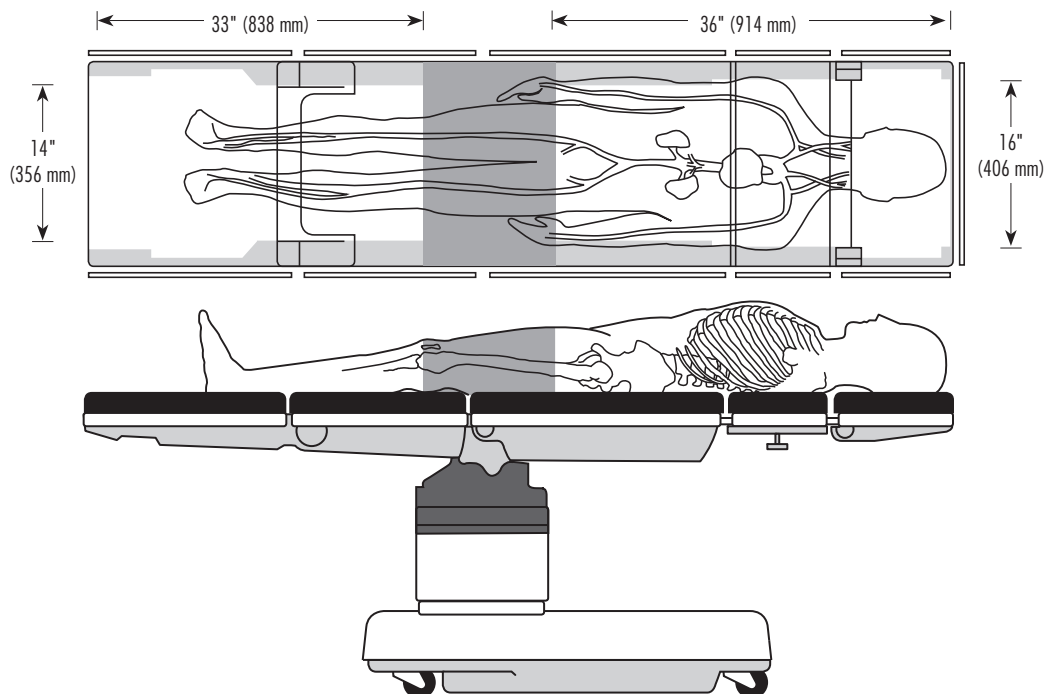
Standard Upper and Lower Body IA Coverage — Normal Patient Orientation

- Pacemaker insertions
- Hickman catheters
- Broviac insertions
- Shunts
- Lung biopsies
- Cholangiography
- Lower limb procedures



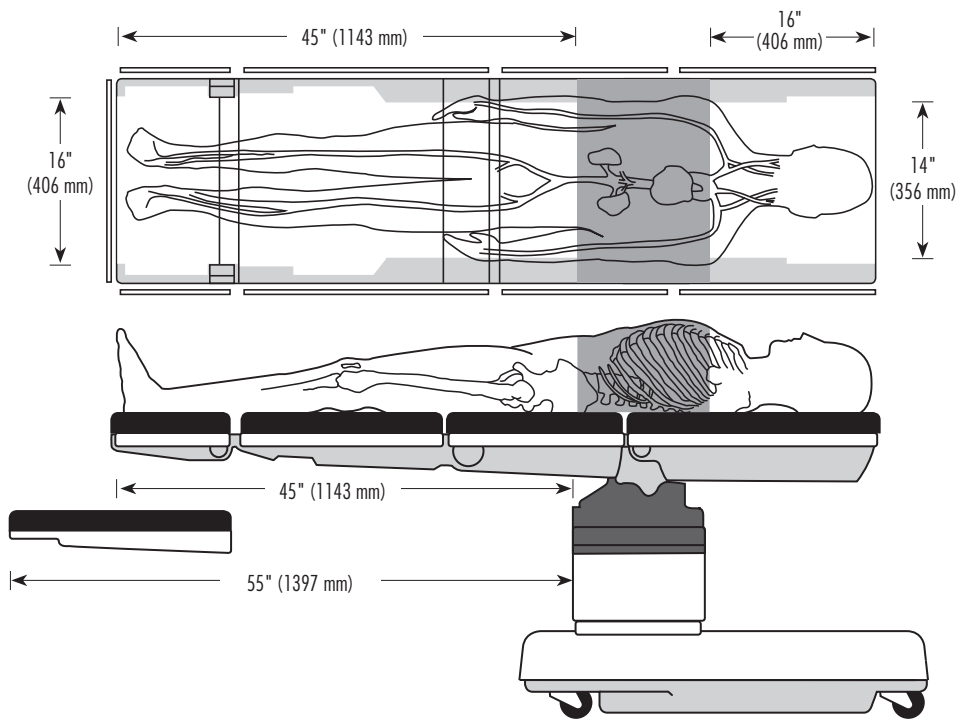
Extended Upper Body IA Coverage — Normal Patient Orientation with IA Extender

- Pacemaker insertions
- Hickman catheters
- Broviac Insertions
- Shunts
- IVC Filters
- Cholangiography
- Lung biopsies
- Implantable defibrillation
- Endoscopy



Exceptional image amplification (IA) coverage:

Radiolucent tabletop helps ensure superior fluoroscopic imaging.



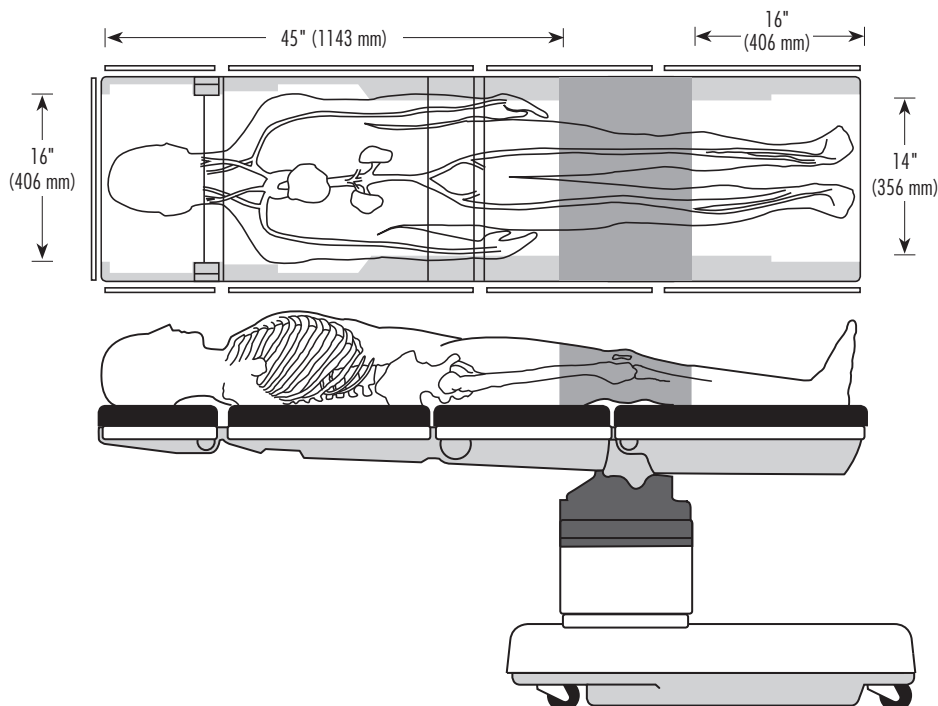
Extended Lower Body IA Coverage — Normal Patient Orientation with Head Section Reversed

- Lower body arterial imaging
- Lower limb, non-traction orthopedic procedures
- Total hip revisions

And, with the addition of Fem/Pop Board

- Femoral/popliteal bypass
- Laser angioplasty

Addition of Fem/Pop Board adds 10" (254 mm) to lower body coverage.



Upper Body IA Coverage — Reverse Patient Orientation with Head Section Reversed

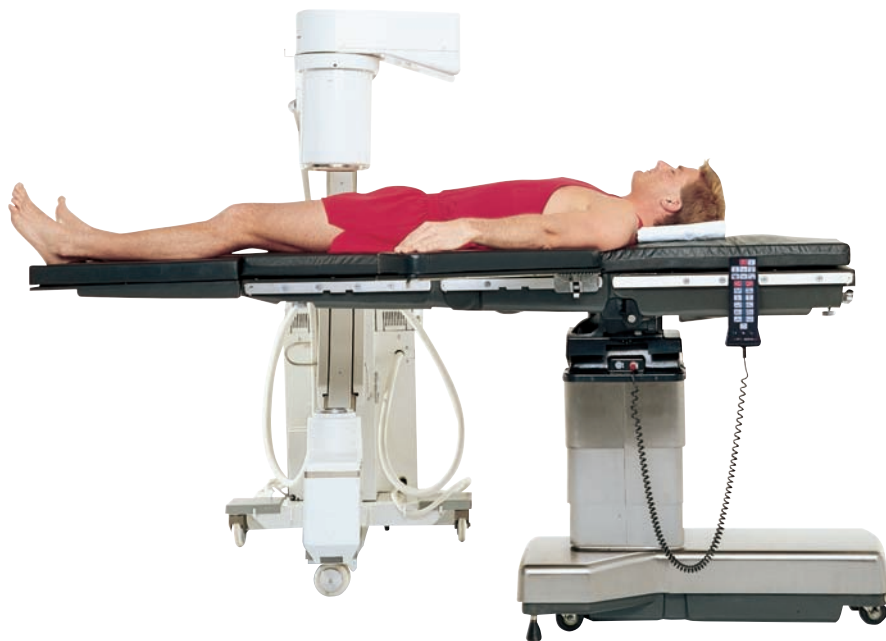
- Pacemaker insertions
- Cholangiography
- Spinal
- Endourology
- Total hip revisions
- Endoscopy

Exceptional patient positioning for the full spectrum of surgical procedures

Cardiovascular

Lateral tilt capability enhances surgeon's view of the internal mammary artery and addition of the Fem/Pop board provides unobstructed neck-to-toe C-arm access.

- Armboards with 2" (51 mm) pads
- Fem/Pop board
- Perineal cutout filler piece



Stenoscop mobile surgical C-arm supplied by
GE Medical Systems, Milwaukee WI 53201

*Note: Do not exceed 400 lb. (181 kg.) patient weight limit when using the Fem/Pop board.

Thoracic and Kidney

Positioning the patient with the illiocostal space directly over the flex between the seat and back sections minimizes the potential for physiological damage and provides excellent exposure of the kidney area.

- Armboard with 2" (51 mm) pad
- Multi-posture armboard with 2" (51 mm) pad
- Lateral braces
- Restraint strap
- Clark socket or multi-accessory clamp





Gall Bladder

A combination of “flex” and reverse Trendelenburg positioning provides excellent extension of the operative area.

- X-ray tops
- Armboards with 3" (76 mm) pads
- Foot extension with siderail locks
- Perineal cutout filler piece
- Restraint strap



Total Hip

With the patient in reverse orientation, the low-profile base and radiolucent top provide superior imaging capabilities.

- Armboard with 2" (51 mm) pad
- Multi-posture armboard with 2" (51 mm) pad
- Foot extension with siderail locks
- Restraint strap
- Clark socket or multi-accessory clamp

Important note: Refer to the Amsco 3085 SP Operator Manual furnished with the table concerning proper use and operation of the table.

Exceptional patient positioning for the full spectrum of surgical procedures

Nissen Fundoplication

Configuration of perineal cutout, Power-lift stirrups, leg section (drops a full 105°), back section (raises 55°), flexion of table and reverse Trendelenburg will provide excellent endoscopic access to the esophagus and stomach of any size patient. The surgeon will be positioned between the patient's legs.

- Bariatric table extensions (not needed for standard sized patients)
- Power-lift stirrups (Bariatric shown, also available in standard size)
- Reverse Trendelenburg Strap (standard or bariatric)
- Armboards with 2" (51mm) pad



Gynecology and Abdominal

Configuration of perineal cutout, Lithotomy legholders and leg section (drops a full 105°), provides excellent surgical access. ABC Stirrups or Power-lift Stirrups (not shown) can be used as leg support when the pelvis needs to be stabilized.

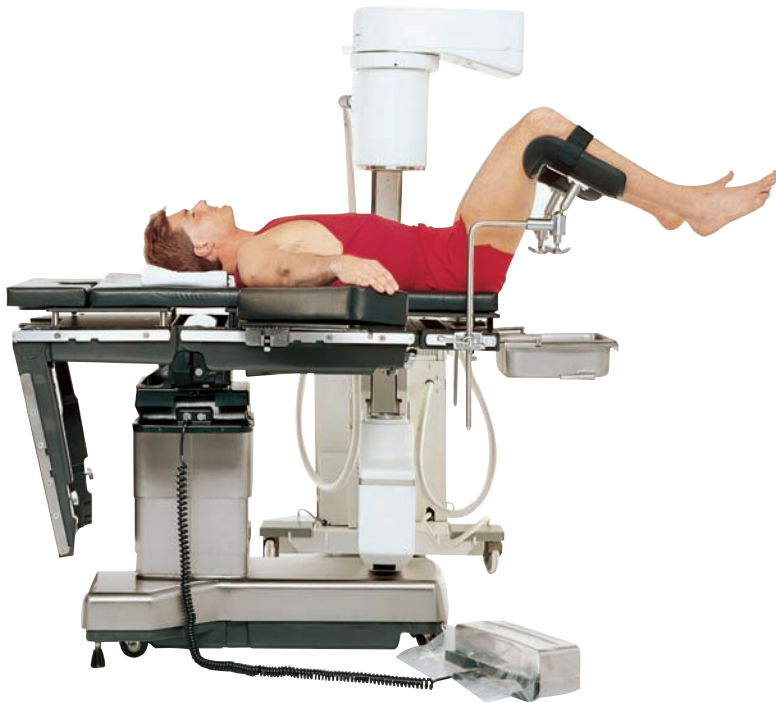
Gynecology:

- Armboards with 2" (51 mm) pads
- ABC Stirrups (or Power-lift Stirrups)

Abdominal (not shown):

- Armboards with 3" (76 mm) pads
- X-ray tops
- Universal legholders
- IA extender with 2" (51 mm) pad and X-ray top
- Clark sockets or multi-accessory clamps





Endourology

Fluoroscopic area is 34" (864 mm) in the endourology position providing ample coverage for KUB. Lightweight transfer board with pad (not shown) facilitates patient transfer and is removed after patient is positioned.

- X-ray tops
- Uro X-ray top
- Armboards with 3" (76 mm) pads
- Universal legholders (shown) or Power-lift Stirrups
- Drain pan (shown) or Fluid Collection System
- IA extender with 2" (51 mm) pad and X-ray top
- Patient transfer board with 2" (51 mm) pad (not shown)
- Clark sockets or multi-accessory clamps
- Foot control



Cystoscopy

Configuration of perineal cutout, drain pan and leg section (drops a full 105°), provides excellent surgical access.

- Armboards with 2" (51 mm) pads
- Universal legholders (shown) or Power-lift Stirrups
- Drain pan (shown) or Fluid Collection System
- Siderail locks
- Clark sockets or multi-accessory clamps
- Foot control

Note: If X-ray tops are used, armboards with 3" (76 mm) pads are recommended.

Exceptional patient positioning for the full spectrum of surgical procedures

Ophthalmic

Table can be lowered to 27" (686 mm) for excellent access by a seated surgeon. Reverse patient positioning provides ample room under the table for surgical access and ancillary medical equipment (e.g., microscope).

- Armboards with 2" (51 mm) pads
- Foot extension with siderail locks
- Eye-ENT-Neuro headrest adapter
- Ophthalmic headrest with surgeon wrist support
- Perineal cutout filler piece
- Restraint strap
- Foot control



Important note: Do not exceed 400 lb. (181 kg.) patient weight limit when using headrest accessories in reverse patient orientation.

Neurosurgery: Sitting

The Amsco 3085 SP surgical table's versatility and wide range of accessories provide excellent surgical access and patient stability in the sitting position.

- Multi-posture armboard with 2" (51 mm) pad
- Posterior sitting attachment (#1801)
- Multipoise headrest
- Neuro seat plate
- Restraint strap
- Clark sockets or tri-clamps





Neurosurgery: Spinal

Ultra-precise articulation ensures exact positioning of the patient.

Reverse orientation provides superior imaging capability.

- X-ray tops
- Armboards with 3" (76 mm) pads
- Foot extension with siderail locks
- Restraint strap



Shoulder Table

The Shoulder Table accessory for the Amsco 3085 SP provides selective access to both anterior and posterior aspects of a patient's shoulder and upper arm without the need to move the patient during surgery, and provides the patient adequate torso and head support.

- Multi-posture armboard
- Clark socket or multi-accessory clamp
- Lateral brace
- Siderail lock
- Restraint strap

Amsco® 3085 SP Table Specifications

Table Length	76" (193 cm)
Table Width	20" (508 cm)
Table Height Range	27" to 44" (686-1118 cm)
Patient Weight Capacity	1,000 lbs. (454 kg) – normal orientation 500 lbs. (227 kg) – side tilt & reverse orientation
Table Shipping Weight	918 lbs. (416 kg) electric-powered 920 lbs. (417 kg) battery-powered X-ray tops add 40 lbs. (18 kg) to shipping weight
Upper Body Imaging Area	Normal orientation (28" x 16") 448 sq. in. (2890 cm ²) Normal orientation with IA extender (36" x 16") 576 sq. in. (3716 cm ²) Reverse orientation, head section reversed (45" x 16") 720 sq. in. (4645 cm ²) Reverse orientation, 36" carbon fiber fluoro extension (36" x 20") 720 sq. in. (4645 cm ²)
Lower Body Imaging Area	Normal orientation (33" x 14") 462 sq. in. (2980 cm ²) Normal orientation, head section reversed (45" x 16") 720 sq. in. (4645 cm ²) Normal orientation, 36" carbon fiber fluoro extension (36" x 20") 720 sq. in. (4645 cm ²) Normal orientation with Fem/Pop board (55" x 16") 880 sq. in. (5678 cm ²)
Hand control features	Normal/reverse orientation button Return to level button
Trendelenburg / Reverse	25° / 25°
Lateral Tilt (left/right)	18° / 18°
Head Section	+90° to -90°
Back Section	+55° to -25° (normal) +80° to -105° (reverse)
Leg Section	+80° to -105° (normal) +55° to -25° (reverse)
Flex/Reflex	20° / 25°
Manual Override	Yes
Perineal Cut-out	Yes
Kidney Elevator	4" (10 cm.) manual
Battery-powered models	ST010101 standard table ST010102 table with X-ray top ST010301 HERMES®-ready table ST012101 ACT-enabled table for Karl Storz OR1®
Electric-powered models	ST010201 standard table ST010202 table with X-ray top ST010401 HERMES-ready table ST012201 ACT-enabled table for Karl Storz OR1®

HERMES is a registered trademark of Intuitive.

OR1 is a registered trademark of Karl Storz Endoscopy, Inc.

SIDNE is a registered trademark of STRYKER Corporation.

For more information on our Amsco 3085 SP surgical table or any of our other products for the surgical environment, contact your STERIS representative or call 800-JIT-4-USE (800-548-4873).

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