



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

State of West Virginia  
 Request for Quotation  
 20 - Household Items

Proc Folder: 190017

Doc Description: VARIOUS MAGNIFIERS FOR THE VISUALLY IMPAIRED

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-03-21	2016-04-19 13:30:00	CRFQ 0932 DRS1600000004	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Mattingly Low Visim. Inc.  
 135 Rio West Drive, Bldg B.  
 EL Paso, TX 79932  
 (888) 642-0842

04/14/16 10:34:35  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X

*Mattingly*

FEIN # 26-0794169

DATE

4/12/16

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

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**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Rehabilitation Services, Blind Services Unit, to establish an open-end contract for the provision of Various Magnifiers for the Visually Impaired.

INVOICE TO		SHIP TO	
PROGRAM SERVICES DIVISION OF REHABILITATION SERVICES 10 MCJUNKIN ROAD		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
NITRO	WV25143	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TOTAL FROM EXHIBIT A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41111713			

**Extended Description :**

PER THE ATTACHED SPECIFICATIONS

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<b>DRS1600000004</b>	<b>Document Phase</b> Draft	<b>Document Description</b> VARIOUS MAGNIFIERS FOR THE VIS UALLY IMPAIRED	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## 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: April 4, 2016 @ 9:00 AM EST.

Submit Questions to: Michelle Childers  
 2019 Washington Street, East  
 Charleston, WV 25305  
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
 Email: Michelle.L.Childers@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:  
 BUYER:  
 SOLICITATION NO.:  
 BID OPENING DATE:  
 BID OPENING TIME:  
 FAX NUMBER:

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. 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: April 19, 2016 @ 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 Upon Award and extends for a period of One (1) 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 Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed Thirty-six (36) 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 \_\_\_\_\_ 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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

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

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

for \_\_\_\_\_

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



**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.

**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.

**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.

**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.

**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](mailto: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.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Rehabilitation Services, Blind Services Unit, to establish an open-end contract for the provision of Various Magnifiers for the Visually Impaired.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
    - 3.1.1 **3X LED Stand Magnifier, Mattingly MS3LED, or equal, with the following requirements:**
      - 3.1.1.1 Must be 3X/8D, 100 X 75mm Aspheric lens.
      - 3.1.1.2 Lens must be minimum 3” x 4” rectangle shape.
      - 3.1.1.3 Must be maximum 13.9 ounces.
      - 3.1.1.4 Must be minimum 1,465 illumination.



**3.1.2 3X LED Hand Held Magnifier, Mattingly MH3LED, or equal, with the following requirements:**

3.1.2.1 Must be 3X/8D, 75 x 50mm Bluish Aspheric lens.

3.1.2.2 Lens must be minimum 2" x 3" rectangle shape.

3.1.2.3 Must be maximum 5.1 ounces.

3.1.2.4 Must be minimum 59.5 illumination.

**3.1.3 4X LED Stand Magnifier, Mattingly MS4LED, or equal, with the following requirements:**

3.1.3.1 Must be 4X/12D, Aspheric lens.

3.1.3.2 Must be minimum 2.6" diameter round lens.

3.1.3.3 Must be maximum 8.4 ounces.

3.1.3.4 Must be minimum 1,850 illumination.

**3.1.4 4X LED Handheld Magnifier, Mattingly MH4LED, or equal, with the following requirements:**

3.1.4.1 Must be minimum 4X/12D, 70mm aspheric lens.

3.1.4.2 Must be minimum 2.6" diameter round lens.

3.1.4.3 Must be maximum 8.4 ounces.

3.1.4.4 Must be minimum 1850 illumination.

**3.1.5 5X LED Stand Magnifier, Mattingly MS5LED, or equal, with the following requirements:**

3.1.5.1 Must be minimum 5X/16D, 55mm aspheric lens.

3.1.5.2 Must be minimum 2.2" diameter round lens.

3.1.5.3 Must be maximum 7.4 ounces.



- 3.1.5.4 Must be minimum 2,270 illumination.
- 3.1.6 **5X LED Handheld Magnifier, Mattingly MHSLED, or equal, with the following requirements:**
  - 3.1.6.1 Must be minimum 5X/16D, 55mm aspheric lens.
  - 3.1.6.2 Must be minimum 2.1" diameter round lens.
  - 3.1.6.3 Must be maximum 4 ounces.
  - 3.1.6.4 Must be minimum 445 illumination.
- 3.1.7 **6X LED Stand Magnifier, Mattingly MS6LED, or equal, with the following requirements:**
  - 3.1.7.1 Must be minimum 6X/20D, 50mm aspheric lens.
  - 3.1.7.2 Must be minimum 2.0" diameter round lens.
  - 3.1.7.3 Must be maximum 7.5 ounces.
  - 3.1.7.4 Must be minimum 2,400 illumination.
- 3.1.8 **6X LED Handheld Magnifier, Mattingly MH6LED, or equal, with the following requirements:**
  - 3.1.8.1 Must be minimum 6X/20D, 50mm aspheric lens.
  - 3.1.8.2 Must be minimum 2.0" diameter round lens.
  - 3.1.8.3 Must be maximum 7.5 ounces.
  - 3.1.8.4 Must be minimum 800 illumination.
- 3.1.9 **7X LED Stand Magnifier, Mattingly MS7LED, or equal, with the following requirements:**
  - 3.1.9.1 Must be minimum 7X/23D, 45mm aspheric lens.
  - 3.1.9.2 Must be minimum 1.8" diameter round lens.



3.1.9.3 Must be maximum 6.9 ounces.

3.1.9.4 Must be minimum 2700 illumination.

**3.1.10 7X LED Handheld Magnifier, Mattingly MH7LED, or equal, with the following requirements:**

3.1.10.1 Must be minimum 7X/23D, 45mm aspheric lens.

3.1.10.2 Must be 1.8" minimum diameter round lens.

3.1.10.3 Must be maximum 3.7 ounces.

3.1.10.4 Must be minimum 1,300 illumination.

**3.1.11 8X LED Stand Magnifier, Mattingly MS8LED, or equal, with the following requirements:**

3.1.11.1 Must be minimum 8X/28D, 35mm aspheric lens.

3.1.11.2 Must be minimum 1.4" diameter round lens.

3.1.11.3 Must be maximum 5.8 ounces.

3.1.11.4 Must be minimum 4,900 illumination.

**3.1.12 8X LED Handheld Magnifier, Mattingly MH8LED, or equal, with the following requirements:**

3.1.12.1 Must be minimum 8X/28D, 45mm aspheric lens.

3.1.12.2 Must be 1.8" minimum diameter round lens.

3.1.12.3 Must be maximum 3.7 ounces.

3.1.12.4 Must be minimum 1,300 illumination.

**3.1.13 10X LED Stand Magnifier, Mattingly MS10LED, or equal, with the following requirements:**

3.1.13.1 Must be minimum 8X/28D, 35mm aspheric lens.

3.1.13.2 Must be minimum 1.4" diameter round lens.

3.1.13.3 Must be maximum 5.8 ounces.

3.1.13.4 Must be minimum 4840 illumination.

**3.1.14 10X LED Handheld Magnifier, Mattingly MH10LED, or equal, with the following requirements:**

3.1.14.1 Must be minimum 10X/36D, 35mm aspheric lens.

3.1.14.2 LED must be minimum white 5mm brilliant multi-chip.

3.1.14.3 Must be 1.3" minimum diameter round lens.

3.1.14.4 Must be maximum 3.7 ounces.

3.1.14.5 Must be minimum 2600 illumination.

**3.1.15 12X LED Stand Magnifier, Mattingly MS12LED, or equal, with the following requirements:**

3.1.15.1 Must be minimum 12X/44D, 30mm aspheric lens.

3.1.15.2 Must be minimum 8mm round diameter lens.

3.1.15.3 Must be maximum 5.8 ounces.

3.1.15.4 Must be minimum 2440 illumination.

**3.1.16 12X LED Handheld Magnifier, Mattingly MH12LED, or equal, with the following requirements:**

3.1.16.1 Must be minimum 12X/44D, 30mm aspheric lens.

3.1.16.2 LED must be minimum white 5mm brilliant multi-chip.

3.1.16.3 Must be 1.3" minimum round diameter lens.

3.1.16.4 Must be maximum 3.7 ounces.

3.1.16.5 Must be minimum 2270 illumination.

**3.1.17 14X LED Stand Magnifier, Mattingly MS14LED, or equal, with the following requirements:**

3.1.17.1 Must be minimum 14X/53D, 33mm aspheric lens.

3.1.17.2 Must be minimum 8mm diameter round lens.

3.1.17.3 Must be maximum 5.8 ounces.

3.1.17.4 Must be minimum 2450 illumination.

**3.1.18 14X LED Handheld Magnifier, Mattingly MH14LED, or equal, with the following requirements:**

3.1.18.1 Must be minimum 14X/52D, 30mm aspheric lens.

3.1.18.2 LED must be minimum white 5mm brilliant multi-chip.

3.1.18.3 Must be 1.3" minimum round diameter lens.

3.1.18.4 Must be maximum 3.7 ounces.

3.1.18.5 Must be minimum 1798 illumination.

**3.1.19 Binocular TV Glasses, Mattingly TVDUO, or equal, with the following requirements:**

3.1.19.1 Must have individually right and left focusable lenses.

3.1.19.2 Must be minimum 2X magnification.

3.1.19.3 Must be one size fits all.

**3.1.20 All magnifiers and TV Glasses shall meet the following requirements:**

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**3.1.20.1** Body and frames must be constructed of high density plastic.

**3.1.20.2** All lenses must be acrylic.

**3.1.20.3** All magnifiers must include minimum leather or leather-like vinyl storage pouches.

**3.1.20.4** TV Glasses must include optical cleaning cloth pouches for storage.

**3.1.21 Vendor shall affix stickers with the WVDRS Visions Logo to all items, upon request of the Agency, with the following requirements:**

**3.1.21.1** Stickers shall read as follows:

**VISIONS  
1-800-642-3021**

**3.1.21.2** Print must be black on white background and be a minimum ¼" tall.

**3.1.21.3** Due to multiple units' use of the contract, only those Agency Delivery Orders including a request for stickers will have the stickers affixed.

**3.1.21.4** Stickers must be provided at no additional cost per item.

**3.1.22 Quotes shall be all-inclusive. No separate reimbursement will be made for shipping, affixing of stickers, or any other expense.**

**4. CONTRACT AWARD:**

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

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages, Exhibit A, by inserting the Unit Price and Extended Price. Vendor should complete the

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Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

Vendor shall enter pricing on Exhibit A Pricing Pages and attach to their bid submission. Vendor should enter the total from Exhibit A in the WVOasis Commodity Line.

The Pricing Pages, Exhibit A, contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied. Items' quantities listed are estimates only and will be used for bid evaluation purposes only. Actual quantities ordered under any contract resulting from this solicitation may be more or less.

If submitting an "or Equal" per the Vendor's submitted Exhibit "A" Pricing Page Vendor must note this on their submitted bid response. Vendor may upon request, be required to provide samples of submitted or Equals product. Vendor should provide any product brochures with their submitted bid response. This information may be required before award of contract.

Vendor should electronically enter the information into the Pricing Pages Exhibit A through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Michelle.L.Childers@wv.gov.

## 5. ORDERING AND PAYMENT:

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

**5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

## 6. DELIVERY AND RETURN:

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**6.1 Delivery Time:** Vendor shall deliver standard orders within 10 calendar days after orders are received. Vendor shall deliver emergency orders within 2 calendar days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. VENDOR DEFAULT:**

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Sean Mattingly  
**Telephone Number:** 588 642 0842 x. 3  
**Fax Number:** 866 958 8777  
**Email Address:** Sean@mattinglylowvision.com



Exhibit A - Pricing Page  
Various Magnifiers

Item #	Item Description	Or Equal being Submitted	Or Equal Part Number	Unit of Measure	Unit Price	Estimated Qty	Extended Price
3.1.1	3X LED Stand – Mattingly MS3LED (Or Equal)			EA	44.00	75	3300.00
3.1.2	3X LED Handheld – Mattingly MH3LED			EA	33.00	75	2475.00
3.1.3	4X LED Stand – Mattingly MS4LED			EA	32.00	75	2400.00
3.1.4	4X LED Handheld – Mattingly MH4LED			EA	30.00	75	2250.00
3.1.5	5X LED Stand – Mattingly MS5LED			EA	31.00	75	2325.00
3.1.6	5X LED Handheld – Mattingly MH5LED			EA	30.00	75	2250.00
3.1.7	6X LED Stand – Mattingly MS6LED			EA	31.00	50	1550.00
3.1.8	6X LED Handheld – Mattingly MH6LED			EA	30.00	50	1500.00
3.1.9	7X LED Stand – Mattingly MS7LED			EA	30.00	50	1500.00
3.1.10	7X LED Handheld – Mattingly MS7LED MH7LED			EA	29.00	100	2900.00
3.1.11	8X LED Stand – Mattingly MS8LED			EA	30.00	1	30.00
3.1.12	8X LED Handheld – Mattingly MH8LED			EA	29.00	1	29.00
3.1.13	10X LED Stand – Mattingly MS10LED			EA	29.00	1	29.00
3.1.14	10X LED Handheld – Mattingly MH10LED			EA	29.00	1	29.00
3.1.15	12X LED Stand – Mattingly MS12LED			EA	29.00	1	29.00
3.1.16	12X LED Handheld – Mattingly MH12LED			EA	29.00	1	29.00
3.1.17	14X LED Stand – Mattingly MS14LED			EA	29.00	1	29.00
3.1.18	14X LED Handheld – Mattingly MH14LED			EA	28.00	1	28.00
3.1.19	Binocular TV Glasses – Mattingly TTVDUO			EA	50.00	50	2500.00
						<b>Total Bid Amount</b>	<b>25182.00</b>

**Attachment "A"****SHIP-TO LIST  
WVDRS MAGNIFIERS**

WV Division of Rehabilitation Services  
10 McJunkin Road  
Nitro, WV 25143  
**ATTN: VISIONS Program Skills Trainer**

WV Division of Rehabilitation Services  
320 Adams Street, Suite 106  
Fairmont, WV 26554  
**ATTN: VISIONS Program Skills Trainer**

WV Division of Rehabilitation Services  
3293 Jefferson Street North Suite 105  
Lewisburg, WV 24901  
**ATTN: VISIONS Program Skills Trainer**

WV Division of Rehabilitation Services  
2699 Park Avenue, Suite 200  
Huntington, WV 25704  
**ATTN: VISIONS Program Skills Trainer**

WV Division of Rehabilitation Services  
State Office Building  
400 5th Street  
Parkersburg WV 26101  
**ATTN: VISIONS Program Skills Trainer**

WV Division of Rehabilitation Services  
489 Mid Atlantic Parkway  
Suite 2  
Martinsburg, WV 25404  
**ATTN: VISIONS Program Skills Trainer**

WV Division of Rehabilitation Services  
10 McJunkin Road  
Nitro, WV 25143  
**ATTN: Rehabilitation Programs BVI Unit**

WV Division of Rehabilitation Services  
4701 MacCorkle Avenue, SE  
Charleston WV 25034  
**ATTN: BVI Counselor**

WV Division of Rehabilitation Services  
107 Cambridge Place  
Bridgeport, WV 26330  
**ATTN: BVI Counselor**

WV Division of Rehabilitation Services  
1324 Chapline Street, Suite 200  
Wheeling, WV 26003  
**ATTN: BVI Counselor**

WV Division of Rehabilitation Services  
800 New River Town Center  
Beckley, WV 25801  
**ATTN: BVI Counselor**

WV Division of Rehabilitation Services  
2699 Park Avenue, Suite 200  
Huntington, WV 25704  
**ATTN: BVI Counselor**

WV Division of Rehabilitation Services  
24948 Northwestern Pike  
Romney WV 26757  
**ATTN: BVI Counselor**

# VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

**1. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

**2. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

**3. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

**4. Application is made for 5% vendor preference for the reason checked:**

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

**5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

**6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Mattingsby Law Vision Inc.

Signed: [Signature]

Date: 4/12/16

Title: President

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



## ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: DRS1600000004

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 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.

Mattingly Law Firm, LLC  
Company

[Signature]  
Authorized Signature

4/12/14  
Date

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

**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.

Mattingly Law Vision, LLC  
(Company)

Mattingly - Sean Mattingly, President  
(Authorized Signature) (Representative Name, Title)

888-642-0842 - 806-958-8777 - 4/12/14  
(Phone Number) (Fax Number) (Date)

@

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 exceeds five percent of the total contract amount.

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Mattingly Law Vision Inc.

Authorized Signature: [Signature] Date: 4/12/16

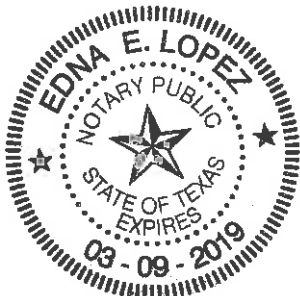
State of Texas

County of El Paso, to-wit:

Taken, subscribed, and sworn to before me this 12 day of April, 2016.

My Commission expires March 09, 2019.

**AFFIX SEAL HERE**



**NOTARY PUBLIC** Edna E. Lopez



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

State of West Virginia  
 Request for Quotation  
 20 - Household Items

Proc Folder: 190017

Doc Description: Addendum 01 - VARIOUS MAGNIFIERS FOR THE VISUALLY IMPAIRED

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-03-22	2016-04-19 13:30:00	CRFQ 0932 DRS1600000004	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

*Addendum 1  
 acknowledged request  
 4/12/14 @*

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X

FEIN #

DATE

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



**ADDITIONAL INFORMATION:**

**Addendum**

Addendum No. 1 issued to publish and distribute the attached information to the vendor community.  
 \*\*\*\*\*

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Rehabilitation Services, Blind Services Unit, to establish an open-end contract for the provision of Various Magnifiers for the Visually Impaired.

INVOICE TO		SHIP TO	
PROGRAM SERVICES DIVISION OF REHABILITATION SERVICES 10 MCJUNKIN ROAD		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
NITRO	WV25143	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TOTAL FROM EXHIBIT A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41111713			

Extended Description :  
 PER THE ATTACHED SPECIFICATIONS

<b>DRS1600000004</b>	<b>Document Phase</b> Draft	<b>Document Description</b> Addendum 01 - VARIOUS MAGNIFIERS FOR THE VISUALLY IMPAIRED	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: DRS1600000004**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as BMS14028 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

**This addendum issued to modify the solicitation per the attached documentation and the following:**

- 1. To attach Exhibit "A" cost page as an Excel document to the header in wvOasis.**

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

**Terms and Conditions:**

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

# Attachment A

Exhibit A - Pricing Page  
Various Magnifiers

Item #	Item Description	Or Equal being Submitted	Or Equal Part Number	Unit of Measure	Unit Price	Estimated Qty	Extended Price
3.1.1	3X LED Stand – Mattingly MS3LED (Or Equal)			EA		75	
3.1.2	3X LED Handheld – Mattingly MH3LED			EA		75	
3.1.3	4X LED Stand – Mattingly MS4LED			EA		75	
3.1.4	4X LED Handheld – Mattingly MH4LED			EA		75	
3.1.5	5X LED Stand – Mattingly MS5LED			EA		75	
3.1.6	5X LED Handheld – Mattingly MH5LED			EA		75	
3.1.7	6X LED Stand – Mattingly MS6LED			EA		50	
3.1.8	6X LED Handheld – Mattingly MH6LED			EA		50	
3.1.9	7X LED Stand – Mattingly MS7LED			EA		50	
3.1.10	7X LED Handheld – Mattingly MS7LED			EA		100	
3.1.11	8X LED Stand – Mattingly MS8LED			EA		1	
3.1.12	8X LED Handheld – Mattingly MH8LED			EA		1	
3.1.13	10X LED Stand – Mattingly MS10LED			EA		1	
3.1.14	10X LED Handheld – Mattingly MH10LED			EA		1	
3.1.15	12X LED Stand – Mattingly MS12LED			EA		1	
3.1.16	12X LED Handheld – Mattingly MH12LED			EA		1	
3.1.17	14X LED Stand – Mattingly MS14LED			EA		1	
3.1.18	14X LED Handheld – Mattingly MH14LED			EA		1	
3.1.19	Binocular TV Glasses – Mattingly TTVDUO			EA		50	
						<b>Total Bid Amount</b>	

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

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

*Mattingly Law Vision, LLC*

Company

*[Signature]*

Authorized Signature

*4/12/14*

Date

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



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

State of West Virginia  
 Request for Quotation  
 20 - Household Items

Proc Folder: 190017

Doc Description: Addendum 02 - VARIOUS MAGNIFIERS FOR THE VISUALLY IMPAIRED

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-12	2016-04-19 13:30:00	CRFQ 0932 DRS1600000004	3

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

*Addendum 2  
 acknowledgment  
 4/12/14*

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X FEIN # DATE

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

**ADDITIONAL INFORMATION**

**Addendum**

**Addendum No. 2 issued to publish and distribute the attached information to the vendor community.**  
\*\*\*\*\*

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Rehabilitation Services, Blind Services Unit, to establish an open-end contract for the provision of Various Magnifiers for the Visually Impaired.

INVOICE TO		SHIP TO	
PROGRAM SERVICES DIVISION OF REHABILITATION SERVICES 10 MCJUNKIN ROAD		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
NITRO	WV25143	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TOTAL FROM EXHIBIT A	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
41111713			

**Extended Description :**  
PER THE ATTACHED SPECIFICATIONS



**SOLICITATION NUMBER: CRFQ DRS1600000004**

**Addendum Number: 02**

---

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To modify all the item descriptions on Exhibit A - Pricing Page to add (Or Equals).
2. To correct Item Number 3.1.10 description from 7X LED Handheld - Mattingly MS7LED to 7X LED Handheld - Mattingly MH7LED (Or Equal).

No other changes.



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

**Terms and Conditions:**

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

# ATTACHMENT A

Exhibit A - Pricing Page  
Various Magnifiers

Item #	Item Description	Or Equal being Submitted	Or Equal Part Number	Unit of Measure	Unit Price	Estimated Qty	Extended Price
3.1.1	3X LED Stand – Mattingly MS3LED (Or Equal)			EA		75	0.00
3.1.2	3X LED Handheld – Mattingly MH3LED (Or Equal)			EA		75	0.00
3.1.3	4X LED Stand – Mattingly MS4LED (Or Equal)			EA		75	0.00
3.1.4	4X LED Handheld – Mattingly MH4LED (Or Equal)			EA		75	0.00
3.1.5	5X LED Stand – Mattingly MS5LED (Or Equal)			EA		75	0.00
3.1.6	5X LED Handheld – Mattingly MH5LED (Or Equal)			EA		75	0.00
3.1.7	6X LED Stand – Mattingly MS6LED (Or Equal)			EA		50	0.00
3.1.8	6X LED Handheld – Mattingly MH6LED (Or Equal)			EA		50	0.00
3.1.9	7X LED Stand – Mattingly MS7LED (Or Equal)			EA		50	0.00
3.1.10	7X LED Handheld – Mattingly MH7LED (Or Equal)			EA		100	0.00
3.1.11	8X LED Stand – Mattingly MS8LED (Or Equal)			EA		1	0.00
3.1.12	8X LED Handheld – Mattingly MH8LED (Or Equal)			EA		1	0.00
3.1.13	10X LED Stand – Mattingly MS10LED (Or Equal)			EA		1	0.00
3.1.14	10X LED Handheld – Mattingly MH10LED (Or Equal)			EA		1	0.00
3.1.15	12X LED Stand – Mattingly MS12LED (Or Equal)			EA		1	0.00
3.1.16	12X LED Handheld – Mattingly MH12LED (Or Equal)			EA		1	0.00
3.1.17	14X LED Stand – Mattingly MS14LED (Or Equal)			EA		1	0.00
3.1.18	14X LED Handheld – Mattingly MH14LED (Or Equal)			EA		1	0.00
3.1.19	Binocular TV Glasses – Mattingly TTVDUO (Or Equal)			EA		50	0.00
						<b>Total Bid Amount</b>	<b>0.00</b>

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

\_\_\_\_\_ *Matthew Law V. Brown, Inc.*  
Company

\_\_\_\_\_ *Matthew*  
Authorized Signature

\_\_\_\_\_ *4/12/14*  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



135 Rio West, Bldg B | El Paso, TX 79932  
Phone 1.888.642.0842 | Fax 1.866.958.8777  
www.MattinglyLowVision.com

April 11, 2016

Subject: Mattingly Low Vision - Sole Source

To Whom It May Concern:

This letter is to certify that Mattingly Low Vision is the sole source of items bearing the Trademark, SMARTMag®. The Trademark SMARTMag® is the property of Mattingly Low Vision. This includes LED hand-held magnifiers, LED stand magnifiers and our TVDUO glasses. Please note that our TVDUO glasses have an objective (outer) lens that is not connected together. Each eye can be individually focused for maximum comfort and usability.

Mattingly Low Vision's line of SMARTMag® magnifiers has been independently tested by the American Foundation for the Blind as well as the Journal of Visual Impairment and Blindness. Both studies showed that Mattingly's line was the brightest.

Mattingly's LED hand and stand magnifiers are covered by a hassle free limited lifetime warranty against manufacturer defects. If a problem occurs with a magnifier, Mattingly will send replacement handles to the counselor (or other designee) free of charge. The handles on our magnifiers can be swapped out, providing great flexibility and service to the client. Our warranty saves you time and money, because we do not require the defective magnifiers to be sent in for evaluation – we make it easy!

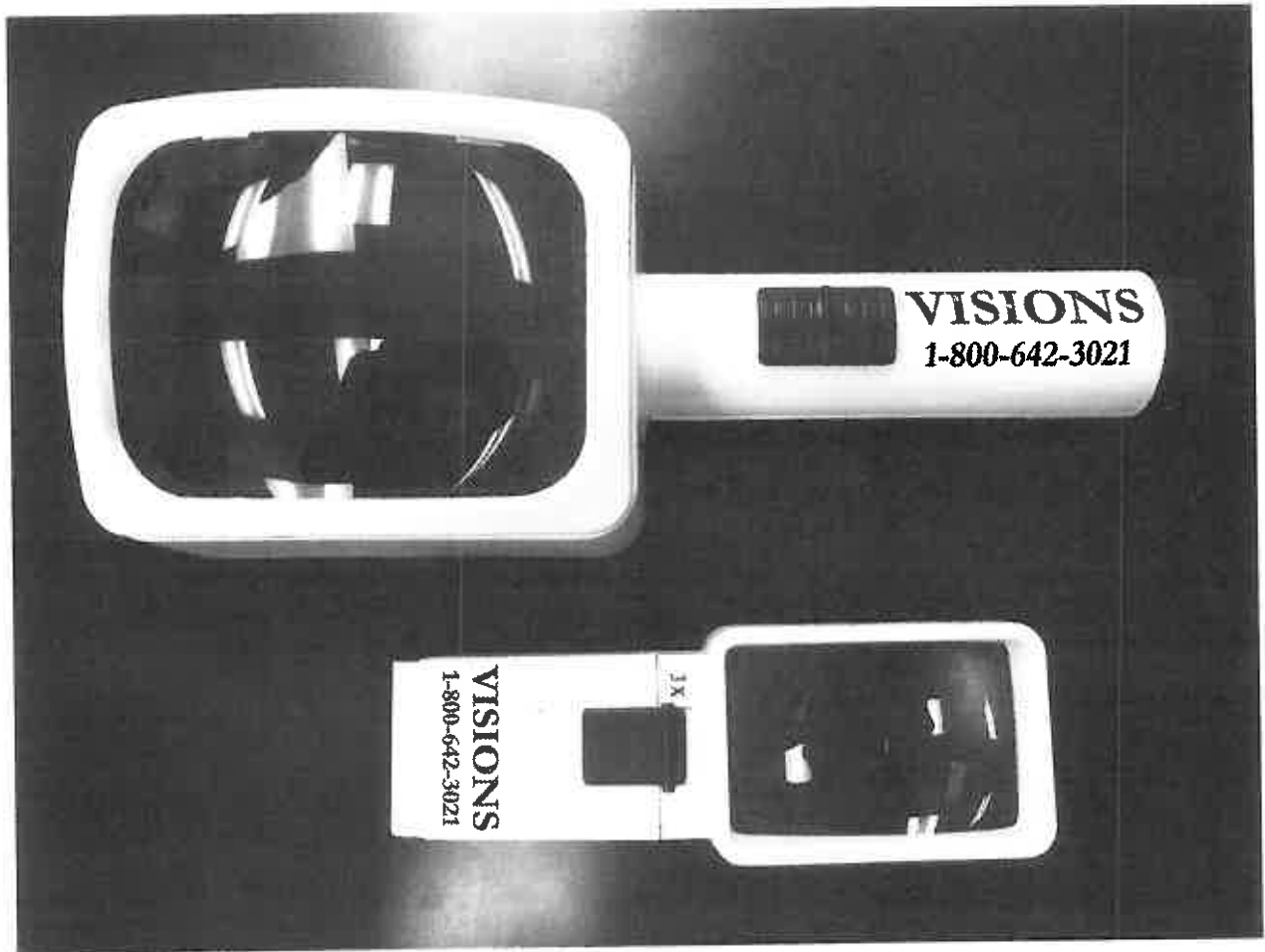
Mattingly Low Vision has been private labeling magnifiers since 2007. We work with a professional printer who erases our logo and prints a custom designed logo on the magnifier handles for those customers utilizing the service. The printing is permanent and will not chip or fade over time. We currently private label for the State of West Virginia's VISIONS program.

Mattingly Low Vision was founded by Bill Mattingly in 2007, but Bill's history in optics and the low vision field go back almost 40 years. Bill is an ABO Master in Ophthalmic Optics, has a Master Degree in Special Education for the Visually Impaired, is a published author in the low vision industry and also ran a large low vision clinic in Southern California. Mattingly Low Vision focuses on quality optics and optical devices solely because of Bill's background and passion for those affected by low vision.

For more information regarding Bill please visit our website - <http://www.mattinglylowvision.com/content.cfm?n=about>.

Thank you, and please contact me should you have any further questions.

Sean Mattingly



**Mattingly Low Vision, Inc. already private  
labels for VISIONS!**

\* \* These are not stickers, which can peel away  
and be messy. This is high quality, permanent,  
ink!

The SMART Choice!

\* We have  
been private labeling  
since 2007!



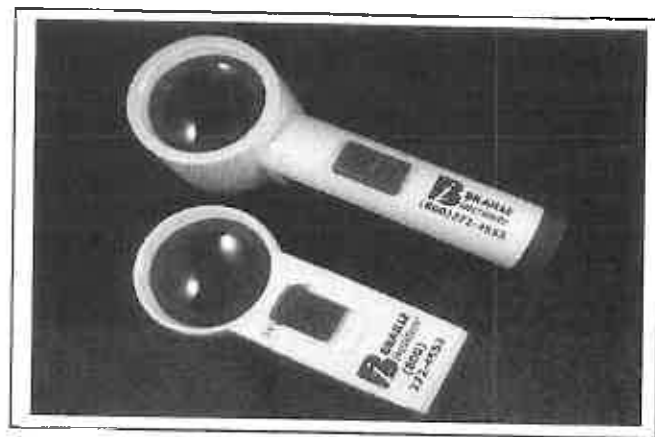
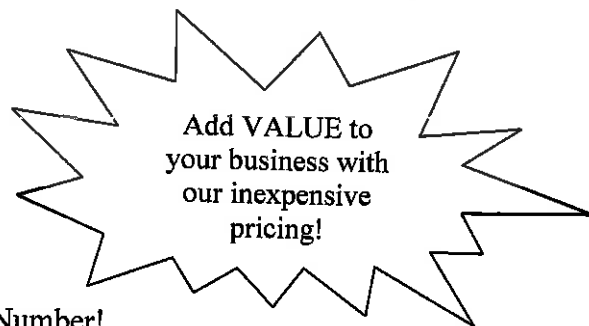
NOW OFFERING

## Private Labeled Magnifiers!

*You can now have your company name professionally printed on our entire line of Advantage magnifiers!*

Some Benefits of Private Labeling Include:

- Instant Name Recognition
- Free Advertising
- A Great Value-Add For Your Brand
- Adds Credibility to Your Practice
- Strengthens Your Personal Image
- Impressive and Professional Look
- Your Clients Won't Forget Your Name or Phone Number!



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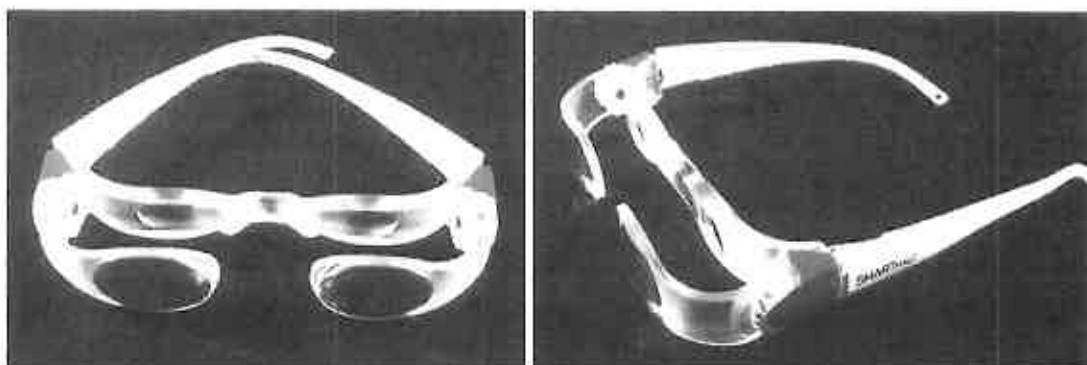
\* Outer lenses are not connected, giving freedom to individually adjust right and left side. Other models might have connected outer lenses.



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## Warranty and Instructions for Your TVSpecs or TVDuo

Congratulations for purchasing your TVSpecs or TVDuo. Please note the following instructions:

Never attempt to walk while they are being worn. This could result in a dangerous fall. They are to be used only when sitting.

They are to be worn without any other eyeglasses.

There is a focus wheel on each side of the frame that can be turned to make sure you have the best focus. Please focus one eye at a time.

Do not leave them in the sun as it is possible that a fire could start as the sun is intensified through the lenses.

Do not look at the sun through them, as this could damage your eyes.

When cleaning the lenses, do not clean them without rinsing first with warm water (do not use chemicals). If needed, liquid household soap can be also be used. After rinsing the lens on both sides, dry it with a soft, non-abrasive cloth, such as one with 100% cotton. Dry the lens gently, so as not to scratch it in any way.

Please keep them in the pouch when not in use to keep dust from getting on the lens, and prevent the possibility of fire.

**Warranty:** The TVSpecs and TVDuo have a one year warranty for manufacturer defects. Normal wear and tear, or abuse (accidental or otherwise), is not covered. This warranty applies only to the original buyer.



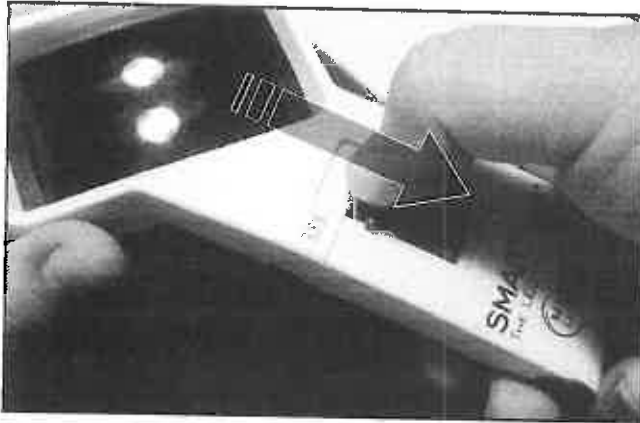


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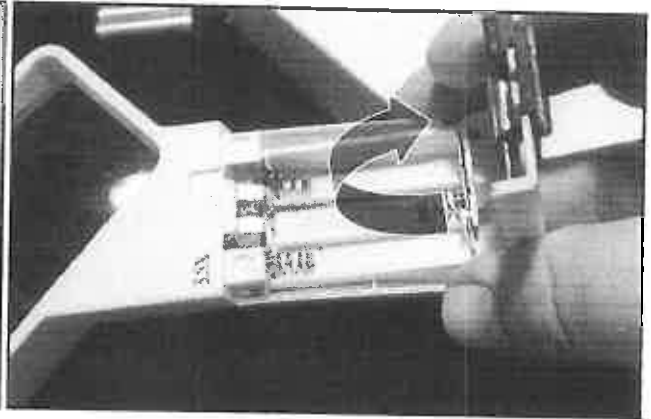


**HAND HELD MAGNIFIER  
Battery Installation Instructions**

**1:**

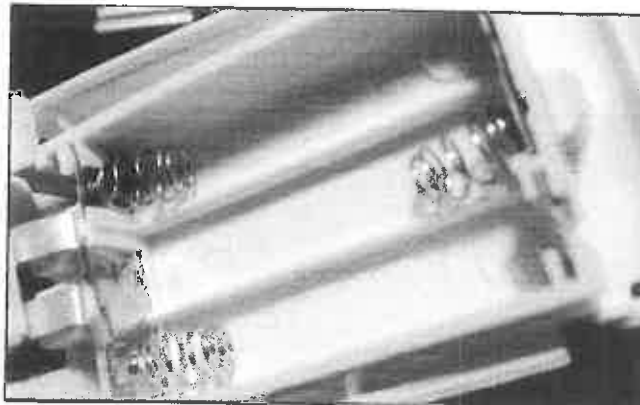


Place your finger at the top end of the switch and pull down to unlock the battery area.



Grip the sides of the battery cover and lift up to reveal the battery compartment.

**2:**



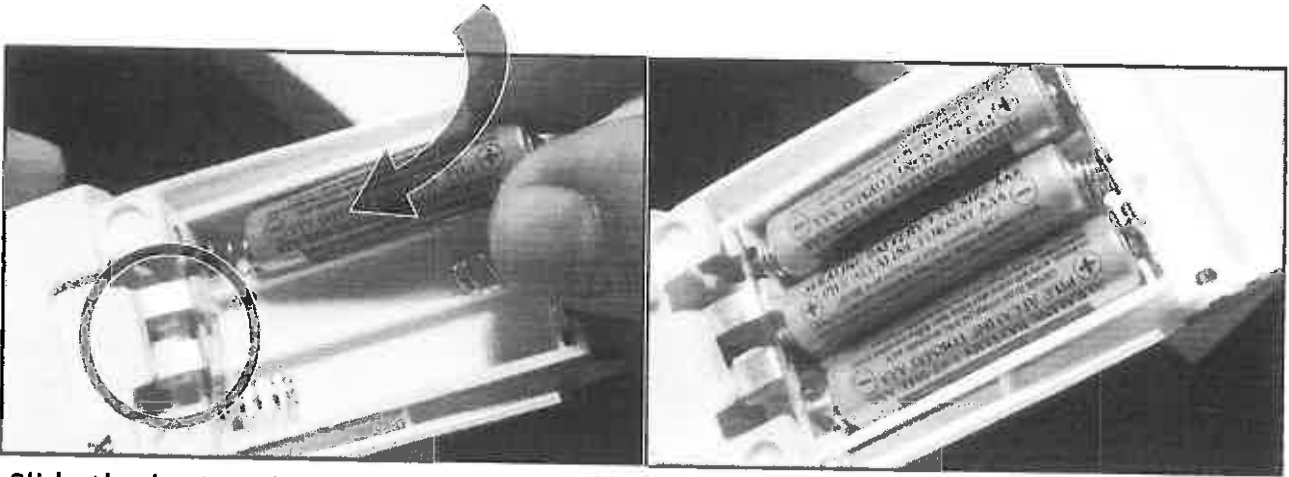
The battery compartment holds 3 "AAA" alkaline batteries.



Make note of the positive and negative sides of the battery.

*\* Picture instructions included in every magnifier box*

**3:**

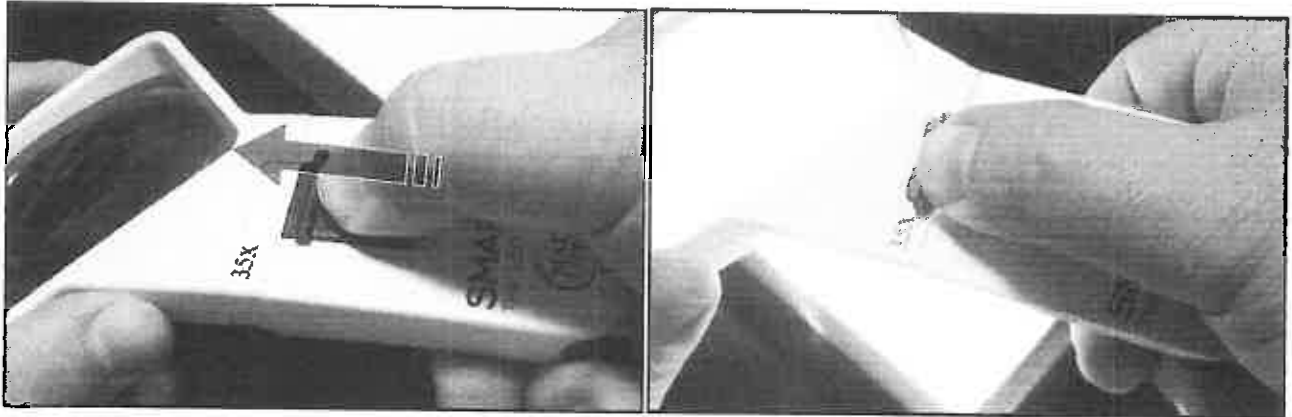


Slide the battery into the slot with the negative (-) end pushing the spring. Be careful to avoid pushing down on the silver metal tabs (circled).

The positive ends (+) of the "AAA" batteries should be oriented as shown above.

Roll the batteries with your finger to make a good contact.

**4:**



Close the cover and slide the switch one (1) click toward the lens to secure it.

Slide the switch forward once more to illuminate the LED.

If your magnifier does not illuminate, please try two procedures:

1. Double check that the batteries are secure in their slots, try to press down and roll them with your finger
2. The two silver metal prongs may have been bent down when inserting batteries, causing loss of contact. If so, gently bending the prongs up slightly should correct this. If the prongs are bent too far, the switch will not move to the on position – if this happens gently bend the prongs down a little.



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THE LED ADVANTAGE



## Warranty and Instructions for Your SmartMag® Magnifier

Congratulations for purchasing a SmartMag® hand-held Magnifier!

Do not leave the magnifier in the sun as it is possible that a fire could start as the sun is intensified through the magnifier. Do not look at the sun through the magnifying lens, as this could damage your eye.

Do not look directly at the magnifier's light.

When cleaning the lens, do not clean it without rinsing it first with warm water (do not use chemicals). If needed, liquid household soap can also be used. After rinsing the lens, dry it with a soft, non-abrasive cloth. Dry the lens gently, so as not to scratch it in any way. Please be careful not to get the battery handle wet. (Please do not rinse the 3X or 3.5X magnifier in water. Only use a damp, soft and non-abrasive cloth to clean it).

Please keep the magnifier in the case when not in use for safe keeping.

The light used in your magnifier is exceptionally bright. This should help you see your best. However, if you find it too bright, ask your Low Vision Specialist for a model with a dimmer light.

\* **Warranty:** The magnifier has a limited lifetime warranty. It is warranted for any manufacturer defects for the lifetime of the original purchaser. Normal wear and tear, or abuse (accidental or otherwise), is not covered under the warranty. If the magnifier is defective, please return it to the place of purchase for a replacement.



\* Warranty/Instructions are included in every magnifier box



**SMARTMAG<sup>®</sup>**  
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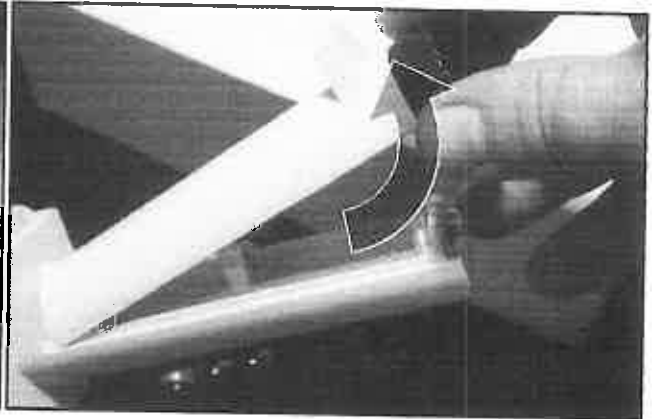


**STAND MAGNIFIER**  
**Battery Installation Instructions**

**1:**

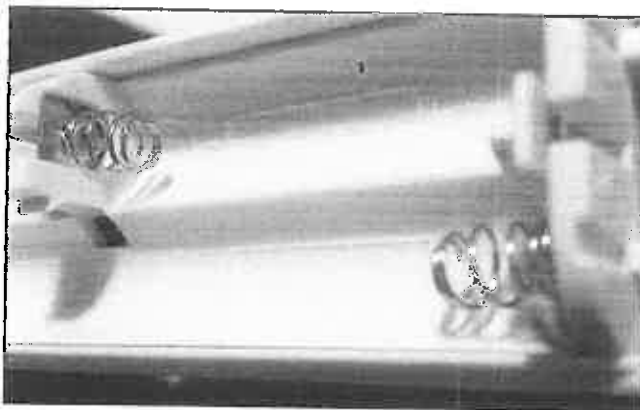


Twist the end cap of the handle counter-clockwise until you can see the white tab through the hole.

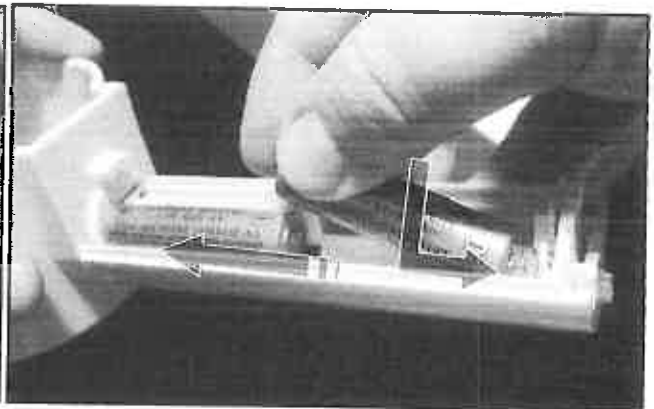


With the magnifier upside-down, gently lift the battery cover up and remove it from the handle.

**2:**



The battery compartment holds 3 "AA" alkaline batteries.



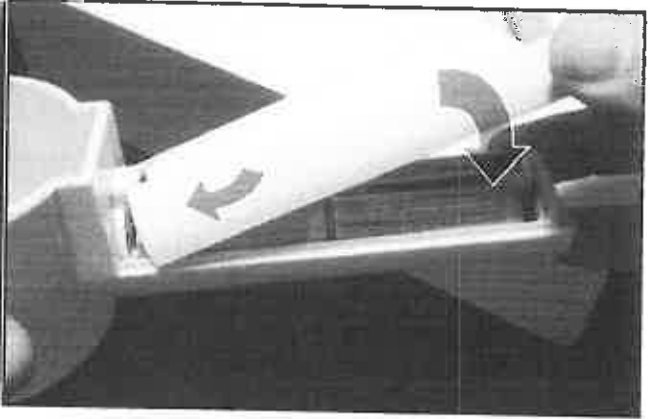
Slide the first battery down the dual slot toward the lens and back the second battery into the same slot.

*\* picture instructions included in every magnifier box*

3:

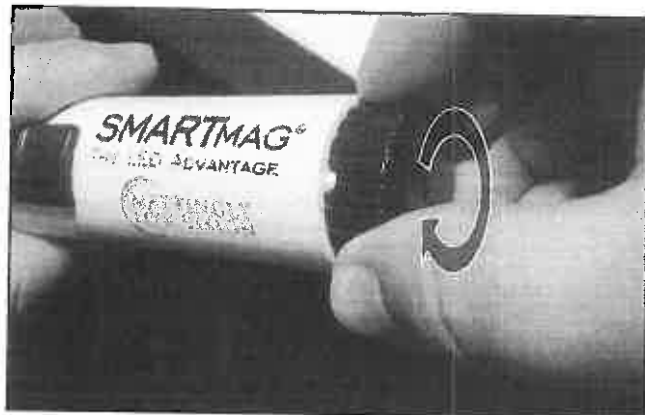


The positive ends (+) of the "AA" batteries should be oriented as shown above.

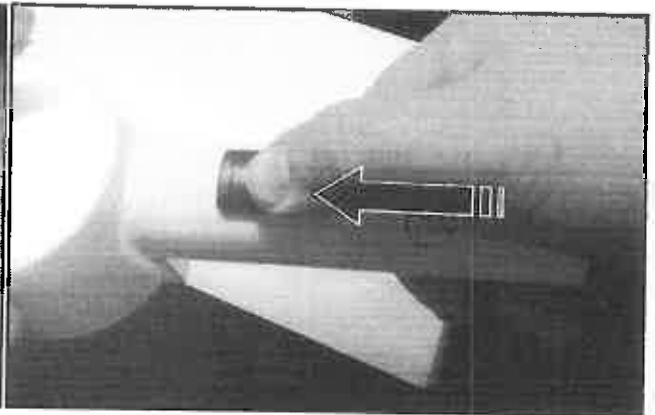


Replace the battery cover under the tab and over the guide rails before gently lowering it back onto the handle.

4:



Twist the end cap clockwise to secure the stand cover to the handle.



Sliding the switch toward the lens will now illuminate the LED.



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## Warranty and Instructions for Your SmartMag® Magnifier

Congratulations for purchasing a SmartMag® Stand Magnifier!  
Please note the following instructions:

Do not leave the magnifier in the sun as it is possible that a fire could start as the sun is intensified through the magnifier. Do not look at the sun through the magnifying lens, as this could damage your eye.

Do not look directly at the magnifier's light.

When cleaning the lens, do not clean it without rinsing it first with warm water (do not use chemicals). If needed, liquid household soap can also be used. After rinsing the lens, dry it with a soft, non-abrasive cloth. Dry the lens gently, so as not to scratch it in any way. Please be careful not to get the battery handle wet. (Please do not rinse the 3X model in water. Only use a damp, soft and non-abrasive cloth to clean it).

Please keep the magnifier in the case when not in use for safe keeping.

The light used in your magnifier is exceptionally bright. This should help you see your best. However, if you find it too bright, please call your Low Vision Specialist for a model with a dimmer light.

- \* **Warranty:** The magnifier has a limited lifetime warranty. It is warranted for any manufacturer defects for the lifetime of the original purchaser. Normal wear and tear, or abuse (accidental or otherwise), is not covered under the warranty. If the magnifier is defective, please return it to the place of purchase for a replacement.



\* Warranty/instructions included in every magnifier box

**Suggested Viewing Distance for Best Optics**  
**Mattingly SMARTMag® Stand Magnifiers**

<b>Product #</b>	<b>Product Description</b>	<b>Suggested Viewing Distance for Best Optics</b>
MS3SLED	SMARTMag® 3X Small Stand Magnifier (100X5)	6" to 16" with one or two eyes; closer than 6" may be blurry
MS3LLED	SMARTMag® 3X Large Stand Magnifier (100X7)	6" to 16" with one or two eyes; closer than 6" may be blurry
MS4LED	SMARTMag® 4X Stand Magnifier	5" to 16" with one or two eyes; closer than 5" with one eye
MS5LED	SMARTMag® 5X Stand Magnifier	5" to 16" with one or two eyes; closer than 5" with one eye
MS6LED	SMARTMag® 6X Stand Magnifier	8" to 16" with one or two eyes; closer than 8" with one eye
MS7LED	SMARTMag® 7X Stand Magnifier	2" to 10" with one eye
MS8LED	SMARTMag® 8X Stand Magnifier	2" to 10" with one eye
MS10LED	SMARTMag® 10X Stand Magnifier	0" to 2" with one eye
MS12LED	SMARTMag® 12X Stand Magnifier	0" to 2" with one eye
MS14LED	SMARTMag® 14X Stand Magnifier	0" to 2" with one eye

*# included in all stand magnifier boxes*



## **Mattingly Low Vision, Inc.**

Escondido, CA

888.642.0842

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[bill@mattinglylowvision.com](mailto:bill@mattinglylowvision.com)

### **Independent Documentation #1**

#### **Brightness of the Mattingly Advantage LED Magnifiers**

Journal of Visual Impairment & Blindness Magnifier Brightness Study:  
**“The illuminated stand magnifiers with the highest reflective illuminance for all types of text and at all almost all distances were the Advantage brand...”**

The Journal of Visual Impairment and Blindness, the premier international, interdisciplinary journal of record on blindness and visual impairment, published an independent study in April, 2010, which compared the Mattingly Advantage LED magnifiers and the other major brands of LED magnifiers. The study is "Contrast Sensitivity Function Scores, Choices of Illuminated Stand Magnifiers, and Reading" by Bryan Gerritsen, and can be obtained by request through [jvib@afb.net](mailto:jvib@afb.net).

As a summary, regarding stand magnifiers the study shows: "The illuminated stand magnifiers with the highest reflective illuminance for all types of text and at all almost all distances were the Advantage brand with the 8-millimeter handle."

"Christiansen and Gerritsen (2006, 2007) reported a strong correlation between a person's score on a test of contrast sensitivity function and his or her preferences for illumination with a low vision device for reading. For instance, persons with low scores, such as 25% or 10% on a test of contrast sensitivity function (such as the LEA test), manifested a strong preference for low vision devices with very bright illumination."

"Because of the correlation between poor scores for contrast sensitivity function and individuals' preferences for illuminated stand magnifiers or CCTVs with the brightest illumination, the quest of professionals is to help individuals find the devices with the highest illumination. This study sought to measure objectively the reflectance illumination of the most common illuminated stand magnifiers..."

"The major brands of illuminated stand magnifiers that I measured included Advantage, with 8-millimeter and 5-millimeter LED handles; Coil xenon plug-in and LED battery handles; Eschenbach halogen plug-in (with nonrheostat) and LED battery handles; a PowerMag SMD (surface-mounted diode) LED handle; and the Schweizer Kryptostar rechargeable."

**Mattingly Low Vision, Inc.**

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**Independent Documentation #2**  
*Brightness of the Mattingly Advantage LED Magnifiers*

**American Foundation for the Blind Magnifier Brightness Study:  
“Across its entire line of magnifiers, Advantage offers noticeably higher  
illumination...”**

The American Foundation for the Blind conducted an independent study which compared the Mattingly Advantage LED magnifiers and the LS&S look-alikes. The study published in May, 2010 is "Lighting Up Your World: A Closer Look at Illuminated Magnifiers, Part 2" by Morgan Blubaugh, Lee Huffman, and William Reuschel and can also be seen at <http://www.afb.org/afbpress/pub.asp?DocID=aw110205>.

As a summary, regarding hand-held magnifiers the study shows: "Across its entire line of magnifiers, Advantage offers noticeably higher illumination over LS&S. The Advantage magnifiers range from 7 to 79 percent brighter than their LS&S counterparts. Both brands have LED light bulbs, but the Advantage magnifiers use a brighter and more powerful LED bulb than LS&S."

And with regards to the stand magnifiers the study cites: "Among the stand magnifiers, again, we found the Advantage line provides significantly more illumination over LS&S. The Advantage stand magnifiers are 10 to 200 percent brighter than the LS&S stand magnifiers. Like the handheld magnifiers, Advantage uses a brighter light bulb that provides more illumination..."

It is the position of Mattingly Low Vision that not only the LS&S hand-held LED magnifiers, but also the hand-held LED magnifiers of all other companies that have "look-alikes" only use the manufacturer's stock LEDs which would compare the same to the Mattingly LED Advantage magnifiers as LS&S when studied. Mattingly Low Vision does the extra work to find superior multi-chip LEDs and quality resistors, which we send to the manufacturer to install only in our Advantage magnifiers.

Lighting can be as important for reading as magnification. For low vision users, often the brighter the LED is, the better they may read. This is particular true if they have poor contrast sensitivity.

# AFB AccessWorld® Magazine

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## Product Reviews

### Lighting Up Your World: A Closer Look at Illuminated Magnifiers, Part 2

Morgan Blubaugh, Lee Huffman, and William Reuschel

If traditional eyeglasses or contact lenses do not provide enough visual correction for a person to read printed material, he or she or a family member or friend will often purchase a magnifier. However, there is a good bit to consider when selecting a magnifier, and without a proper clinical, low-vision eye examination and guidance, few actually get the magnifier best suited to their needs.

In this two-part series, *AccessWorld* reports on the findings from a study of illuminated magnifiers conducted by AFB TECH. The study incorporates laboratory research and data collected from experts in the field of low vision. This project is being undertaken to provide relevant information to the increasing number of people with vision loss who are looking to acquire an illuminated magnifier. This information will enable consumers to become much better informed about these devices, and with the assistance of their professional eye care team, select the magnifier best suited to their vision needs.

The first [article](#) in this series discussed the importance of a clinical low-vision evaluation and provided background information about characteristics of illuminated magnifiers, including the types of illuminated magnifiers, magnification levels, illumination levels, types of light bulbs, light color, battery life, size of the lens, and weight of the magnifier.

In this second article, we compare the stand and handheld magnifiers from two competing brands of illuminated magnifiers, Mattingly Advantage and LS&S. These two brands were chosen at random, but they are good examples of the many differences that exist among illuminated magnifiers.

The Advantage and LS&S magnifiers are nearly identical to one another in size, shape, and appearance, but the illumination and battery power offered by the two brands differs greatly. This is something that may be difficult for a consumer to realize when comparing magnifiers in a store, when shopping online, or even when in a clinician's office, but it can have an impact on the magnifier's effectiveness. This article will use these two brands to illustrate the point of how magnifiers may look the same, but vary a good deal in actual performance.

### Measuring Illuminated Magnifiers

When presented with many choices, it can be difficult to decide which illuminated magnifier is best for you. There is little information available to consumers regarding the differences among magnifiers, such as which magnifier provides the highest level of illumination, which magnifier has the longest battery life, and which provides the largest viewing area.

One purpose of this article is to provide consumers with the information they need to more fully participate in discussions with their eye-care team as to which magnifier best suits their needs. With that goal in mind, we compared hand-held and stand magnifiers currently available for sale by using the following criteria:

- The amount of light given off by the magnifier (illumination)
- The color of the light
- Battery life
- Magnifier weight and size of the lens

### Handheld vs. Stand Magnifiers

Handheld magnifiers are generally lighter and more compact than stand magnifiers as they are meant to be held away from the reading surface. Handheld magnifiers offer greater convenience and portability, but often at a cost to illumination and battery life.

*\* Please note that "Advantage" LED magnifiers are now called "SMARTmag." We changed the name in 2012.*

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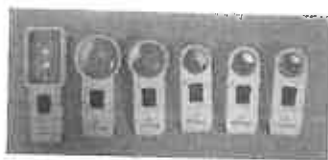
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*Caption: The Advantage handheld illuminated magnifiers*

By comparison, stand magnifiers are meant to be placed directly on the reading surface, and as a result are often heavier and less easy to move. Stand magnifiers usually feature an enclosure around the lens and a light source that many handheld magnifiers do not, which has the effect of making the magnified area much brighter.



*Caption: The LS&S stand illuminated magnifiers*

In addition, they usually use larger batteries, and although larger batteries lead to a heavier and bulkier device, they also extend the battery life of the magnifier. Stand and handheld magnifiers both have their advantages, and it is important for you and your eye care team to consider which of the two types better suits your needs.

### **LS&S and Advantage Handheld Illuminated Magnifiers**

In this article, we examined a sampling of the Mattingly Advantage and LS&S lines of handheld illuminated magnifiers, which included the 5x, 7x, 10x, 12x, and 14x models from both manufacturers, as well as the 3x illuminated magnifier from Advantage. Our measurements and comments for each of these magnifiers can be found below.

#### **Handheld Magnifiers: Illumination**

The light provided by illuminated magnifiers can increase the contrast and brightness of the magnified area, making it easier to see. However, while all of these magnifiers can brighten the reading area, the actual amount of useful light provided, or the illumination, can vary wildly from magnifier to magnifier.

The amount of illumination offered by a magnifier is dependent on a number of factors, including the type and strength of the light bulb and the distance between the magnifier and the reading area. When measuring the illumination of these magnifiers, we first determined how far the magnifier needs to be placed from the reading area to be in focus. We then measured the amount of light that passes through the magnifier from that distance. We used a state-of-the-art light meter to measure the illumination in candelas per meter squared ( $\text{cd}/\text{m}^2$ ), the most widely accepted unit for illumination. In our measurements, we found that the amount of illumination provided by these magnifiers can range from 50 to 5,000  $\text{cd}/\text{m}^2$ .

Across its entire line of magnifiers, Advantage offers noticeably higher illumination over LS&S. The Advantage magnifiers range from 7 to 79 percent brighter than their LS&S counterparts. Both brands have LED light bulbs, but the Advantage magnifiers use a brighter and more powerful LED bulb than LS&S. Unfortunately, this added brightness comes at the cost of a reduced battery life for the Advantage brand.

For both Advantage and LS&S magnifiers, objective measurements showed the 10x magnifier offered the best illumination, with a particularly sharp drop-off in illumination for the lower-level magnifiers. Each magnifier needs to be placed a certain distance away from the reading surface to be in focus, and because of this, the actual illumination offered by different magnifier strengths can vary greatly. For both the LS&S and Advantage magnifiers, the 10x magnifier offered over five times greater illumination than the 5x model.

#### **Handheld Magnifiers: Light Color**



End of advertising

Most handheld magnifiers use a bluish-colored LED bulb that provides a very bright light, but can have the effect of giving the viewable surface a slightly blue tint. Of the magnifiers evaluated for this article, the only handheld magnifiers that do not use bluish-colored LED bulbs are the Advantage 5x and 7x, and the LS&S 7x. Those magnifiers use a white-colored LED bulb that generally does not offer the same level of illumination as the bluish version, but that better retain the color of the surface it is used on. You should consult your eye-care team to determine which light color is best for you.

### **Handheld Magnifiers: Battery Life**

Both the Advantage and LS&S magnifiers use three AAA batteries, which are loaded through the battery compartment on the front of the device. Both magnifiers also use LED light bulbs, which can run for hundreds of hours on a regular set of batteries. However, it is very important to understand that as the batteries lose power, the LED bulb becomes weaker and shines less brightly.

The Advantage magnifiers, because of their more powerful light bulbs, go through batteries more quickly than the LS&S magnifiers. After being used for 24 hours, the LS&S magnifiers were at about 75 percent battery strength, whereas the Advantage magnifiers were closer to 65 percent. For best results, we suggest you change the batteries of your magnifier as soon as you notice a drop in illumination, which can occur after just a few hours of use.

### **Handheld Magnifiers: Weight and Lens Size**

The Advantage and LS&S handheld magnifiers are identical to one another in size and shape. At every magnification level, the lens size and magnifier weight are the same.

For both brands, the less powerful magnifiers have the largest lenses and are the heaviest. The 5x magnifier has a lens size of 2.1 inches and a weight of 4 ounces, whereas the 14x magnifier has a lens size of 1.1 inches and a weight of 3.0 ounces. The difference in weight among the magnifiers is fairly small, with only 1 ounce separating the heaviest and lightest magnifiers. However, the difference in lens size is noticeable. If you intend to use your magnifier for extended reading, keep in mind a 1-inch lens may be too small to fit more than a few letters at a time in the magnified field.

### **LS&S and Advantage Illuminated Stand Magnifiers**

We also examined the 3x, 4x, 5x, 6x, 7x, 8x, 10x, 12x, and 14x stand magnifiers from LS&S and Advantage. Our measurements and comments for each of these stand magnifiers can be found below.

#### **Stand Magnifiers: Illumination**

Stand magnifiers generally offer more illumination than handheld magnifiers, because of their design and their placement directly against the reading surface. This certainly proved to be the case with these magnifiers. Without exception, the stand magnifiers provided more illumination than the handhelds at every magnification level.

Among the stand magnifiers, again, we found the Advantage line provides significantly more illumination over LS&S. The Advantage stand magnifiers are 10 to 200 percent brighter than the LS&S stand magnifiers. Like the handheld magnifiers, Advantage uses a brighter light bulb that provides more illumination, but at the cost of a shorter battery life than LS&S.

For both the Advantage and LS&S stand magnifiers, the 8x magnifier offered the most illumination, with a noticeable drop-off for both the lower- and higher-level magnifiers. The 8x magnifiers had over three times greater illumination than the 3x models, and twice as much as the 14x.

#### **Stand Magnifiers: Light Color**

Unlike the handheld magnifiers, nearly all of which use bluish lights, the light color of the stand magnifiers is divided by brand. All of the LS&S stand magnifiers use bluish LED lights, while all of the Advantage magnifiers use a white LED light. People with low vision respond differently to different color lights, and you should consult with your eye-care team to determine which color light is best for you.

#### **Stand Magnifiers: Battery Life**

Both the Advantage and LS&S magnifiers use three AA batteries, which are loaded through the battery compartment on the front of the device. The Advantage magnifiers, because of their more powerful light

bulbs, go through batteries more quickly than the LS&S magnifiers. After being used for 24 hours, the LS&S stand magnifiers were at about 82 percent battery strength, whereas the Advantage magnifiers were closer to 77 percent. For all illuminated magnifiers, we strongly suggest changing the batteries as soon as you notice a drop in illumination.

### Stand Magnifiers: Weight and Lens Size

Like the handheld magnifiers, the Advantage and LS&S stand magnifiers are identical to one another in size and shape. For both brands, the less powerful magnifiers offer the largest lenses and are the heaviest magnifiers. The 4x magnifier has a lens size of 2.6 inches and a weight of 8.4 ounces, compared with the 14x magnifier, which has a lens size of 1.1 inches and a weight of 6 ounces.

Weight is a bigger issue with stand magnifiers, as the stand magnifiers weigh about twice as much as handhelds. Even though stand magnifiers are meant to rest on a surface, the added weight is noticeable when moving the magnifier around the page. The difference in lens size is also very noticeable, as the 1.1 inch lens for the 12x and 14x magnifiers makes them difficult to use for extended reading.

### The Bottom Line

Once the best magnification level and magnifier type (handheld or stand) are determined for your situation, you may want to ask your eye-care team questions about illumination, battery life, light color, weight of the magnifier, and size of the magnified field, in addition to those concerning price, warranty information, and return policy.

The Advantage magnifiers offer more illumination, but they also go through batteries faster than the LS&S brand. Also, nearly all of the LS&S magnifiers use bluish LED lights, whereas Advantage magnifiers use a mix of white and bluish lights. If you keep these issues in mind when shopping for magnifiers, you should be able to find a magnifier that fits your needs comfortably.

### Results

Manufacturer	Type	Magnification Level	Lens Size (Inches)	Weight (ounces)	Illumination (cd/m <sup>2</sup> )	Battery Strength (after 24 hours of use, %)	Light Bulb Type	Light Color
LS&S	Handheld	5x	2.1	4.0	249	72	LED	Bluish
LS&S	Handheld	7x	1.8	3.7	1,020	73	LED	White
LS&S	Handheld	10x	1.3	3.1	2,100	73	LED	Bluish
LS&S	Handheld	12x	1.1	3.0	1,900	75	LED	Bluish
LS&S	Handheld	14x	1.1	3.0	1,680	75	LED	Bluish
Advantage	Handheld	3x	2 by 3	5.1	59.5	65	LED	Bluish
Advantage	Handheld	5x	2.1	4.0	445	66	LED	White
Advantage	Handheld	7x	1.8	3.7	1,330	66	LED	White
Advantage	Handheld	10x	1.3	3.1	2,600	65	LED	Bluish
Advantage	Handheld	12x	1.1	3.0	2,270	66	LED	Bluish
Advantage	Handheld	14x	1.1	3.0	1,798	66	LED	Bluish
LS&S	Stand	3x	3 by 4	13.9	1,002	82	LED	Bluish
LS&S	Stand	4x	2.6	8.4	1,660	82	LED	Bluish
LS&S	Stand	5x	2.2	7.4	1,130	82	LED	Bluish
LS&S	Stand	6x	2.0	7.4	1,340	82	LED	Bluish
LS&S	Stand	7x	1.8	6.9	1,980	82	LED	Bluish
LS&S	Stand	8x	1.4	5.8	3,310	82	LED	Bluish
LS&S	Stand	10x	1.3	5.8	1,580	82	LED	Bluish
LS&S	Stand	12x	1.1	6.1	1,060	81	LED	Bluish
LS&S	Stand	14x	1.1	6.0	990	81	LED	Bluish
Advantage	Stand	3x	3 by 4	13.9	1,465	77	LED	White
Advantage	Stand	4x	2.6	8.4	1,850	78	LED	White
Advantage	Stand	5x	2.2	7.4	2,270	78	LED	White
Advantage	Stand	6x	2.0	7.5	2,400	79	LED	White
Advantage	Stand	7x	1.8	6.9	2,700	78	LED	White
Advantage	Stand	8x	1.4	5.8	4,900	78	LED	White
Advantage	Stand	10x	1.3	5.8	4,840	76	LED	White
Advantage	Stand	12x	1.1	6.1	2,440	77	LED	White

Advantage Stand 14x 1.1 6.0 2,450 76 LED White

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## Practice Report

### Contrast Sensitivity Function Scores, Choices of Illuminated Stand Magnifiers, and Reading

*Bryan Gerritsen*

Far too often, professionals focus almost solely on individuals' needs for magnification level for reading. Visual acuities are measured and decisions are made for low vision devices largely on the basis of acuity levels. Contrast sensitivity function is often overlooked as a critical need for and predictor of the selection and preference for low vision devices. This article discusses the correlation between contrast sensitivity function and illumination needs; measurements of the levels of the reflective illuminance of current illuminated stand magnifiers; and calls for further study of the relationship among contrast sensitivity function, illumination needs, and preferences for low vision devices for reading.

#### BACKGROUND

Christiansen and Gerritsen (2006, 2007) reported a strong correlation between a person's score on a test of contrast sensitivity function and his or her preferences for illumination with a low vision device for reading. For instance, persons with low scores, such as 25% or 10% on a test of contrast sensitivity function (such as the LEA test), manifested a strong preference for low vision devices with very bright illumination. These persons generally selected illuminated stand magnifiers with the brightest illumination and closed-circuit televisions (CCTVs) with the brightest screens. Persons with better scores (5% or 2.5% on a test of contrast sensitivity function) often did not need as high illumination with their low vision devices for reading. Persons with a high score (1.25%) on a such a test may select low vision devices with lower or no auxiliary il-

lumination, such as microscopic reading glasses, loupes, or nonilluminated magnifiers.

In the past, the choices of illuminated magnifiers used to be simply halogen, LED, or incandescent. Now, persons with low vision may choose among at least three types of "halogen" handles (such as traditional halogen, xenon, and "kryptolux"). Also, there has been a proliferation of possibilities of LED handles. Previously, LED simply meant a "light-emitting diode," which is precisely what manufacturers of illuminated stand magnifiers used—a single diode. Then, some manufacturers began to use two or even three LEDs in a handle. Others began to use a chip, later followed by a multichip. Early multichips were generally 5 millimeters. In the past year, 8-millimeter multichips have been used, creating brightness in LED handles that outperforms even halogen handles. LED technology continues to evolve.

In Christiansen and Gerritsen's (2006, 2007) studies, no distinction was made among various types of LED handles, largely because the range of choices was much smaller than there is now. Most units usually had a single diode, with not as great a difference among various brands or options as there is now. There were various colors (blue, white, yellow, and plum) of LEDs for illuminated stand magnifiers, but not the vast difference in intensities of LED handles that there is today. Therefore, at that time, all LEDs were included together in the category of "midlevel brightness," despite slight differences in brightness. Also, no distinction was made among models that used halogen, xenon, and kryptolux bulbs.

Because of the correlation between poor scores for contrast sensitivity function and individuals' preferences for illuminated stand magnifiers or CCTVs with the brightest illumination, the quest of professionals is to help individuals find the devices with the highest illumination. This study sought to measure objectively the reflectance illumination of the most common illuminated stand magnifiers, information that can be used as a resource for

\* Please note that the "Advantage" LED magnifier is the "SMARTMag." We changed the name of our magnifiers in 2012.



practitioners and individuals. The study did not measure and compare the brightness of various CCTV monitors. However, such a study would be helpful and is encouraged.

### PROCEDURE

Careful measurements of reflectance illumination were made of the most common illuminated stand magnifiers that are on the market. *Reflectance illumination* from an illuminated stand magnifier refers to the amount of light emanating from the top of the stand magnifier when it is pressed flat against the page and viewed at a given distance. These measurements, therefore, recorded the illumination (in foot-candles) “reflected” through the top of various illuminated stand magnifiers at given distances that persons with low vision typically use to read different types of text on different types of paper and with various degrees of contrast.

The major brands of illuminated stand magnifiers that I measured included Advantage, with 8-millimeter and 5-millimeter LED handles; Coil xenon plug-in and LED battery handles; Eschenbach halogen plug-in (with nonrheostat) and LED battery handles; a PowerMag+ SMD (surface-mounted diode) LED handle; and the Schweizer Kryptostar rechargeable. Strengths measured included the 2.8X or 3X; the 5X or 5.4X; and the 12X, 12.5X, or 13X models. These strengths represented the weaker, medium, and stronger lenses available in each brand.

Measurements were made of illuminated stand magnifiers with text on three types of paper, which represent various levels of contrast: 20-pound white copy paper, with an article from the Internet printed with black ink (high contrast), an article from the March–April 2009 issue of the *AARP Magazine* (medium contrast), and obituaries from a local newspaper (low contrast). Measurements were carefully taken at distances that are generally used or recommended for persons with low vision for the strength of a particular magnifier: 2.8X and 3X illuminated stand magnifiers (100 x 75 millime-

ter lens) at 2.5, 4, 10, and 12 inches; 5X or 5.4X illuminated stand magnifiers at 2.5, 4, and 10 inches; and 12X, 12.5X, or 13X illuminated stand magnifiers at 1, 1.5, and 2.5 inches.

Each measurement was taken by two people at once for greater accuracy. One person would carefully hold the head of the light meter at the precise distance from the text, ensuring that the meter was completely parallel to the surface of the text and not tilted. The other person would rest the rule in a steady position and read the meter.

Measurements were taken multiple times with every magnifier for each distance and for each type of text. The light meter was held in place above the text for about 30 seconds, to help provide an accurate reading.

All measurements were taken on the same paragraph and the same spot on the page for each type of paper or text that was measured and for each distance. Doing so helped ensure that there were no differences between measurements because of white spaces versus solid text.

Measurements were made in foot-candles, to a 10th of a foot-candle. They were generally recorded, however, in whole foot-candles. When there were only slight differences in recordings, they were made in 0.5 foot-candles or even in 10ths of a foot-candle. A high-quality Extech light meter—Model EA30, with precise accuracy—was used.

### RESULTS

- The illuminated stand magnifiers with the highest reflective illuminance for all types of text and at all almost all distances were the Advantage brand with the 8-millimeter handle. See Table 1 for all the measurements and a comparison of the various magnifiers.
- Stand magnifiers that were also found to have high reflective illuminance included the Schweizer Kryptostar 3X rechargeable stand magnifier and the Eschenbach halogen 5X and 12.5X stand magnifiers with plug-in handles.
- Models with medium-level reflective illuminance included the Eschenbach stand

**Table 1**  
**Comparison of measurements of reflective illumination of most common illuminated stand magnifiers (measurements are in foot-candles).**

Brand and description of illuminated stand magnifier	Copy paper with article (High contrast)						AAPR Magazine article (Medium contrast)						Newspaper obituaries (Low contrast)					
	Distance (inches)						Distance (inches)						Distance (inches)					
	1	1.5	2.5	4	10	12	1	1.5	2.5	4	10	12	1	1.5	2.5	4	10	12
Low power (2.8X or 3X, 100 x 75 mm)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Advantage 3X "large," with 8-mm LED battery handle	—	—	38	24	9	7	—	—	30	19	7	6	—	—	23	14	6	5
Schweizer 3X Kryptostar, with plug-in rechargeable handle	—	—	42	22	7	6	—	—	33	16	6	5	—	—	26	14	5	4
Eschenbach 2.8X, with halogen plug-in handle	—	—	32	16	6	5.5	—	—	29	14	5	5	—	—	22	10	5	4
Eschenbach 2.8X, with LED battery handle	—	—	23	14	6	5	—	—	18	11	5	4	—	—	12.5	7	4	4
PowerMag+ 3X "HaloBright," with SMD LED handle	—	—	32	18	6	4.5	—	—	24	13	4	3.7	—	—	19	10.5	4	3.6
Coil 2.8X, with xenon plug-in handle	—	—	21	11	4	3	—	—	14	8	3.5	3	—	—	10	7	3.3	3
Coil 2.8X, w/ LED battery handle	—	—	4.5	3.5	2.5	2	—	—	3.5	3	2.5	2	—	—	3	2.5	2	2
Medium power (5X or 5.4X)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Advantage 5X, with 8-mm LED battery handle	—	—	58	31	9	—	—	—	43	25	8	—	—	—	33	20	7	—
Eschenbach 5X, with halogen plug-in handle	—	—	48	23	6	—	—	—	44	19	6	—	—	—	32	15	5	—
Eschenbach 5X, with LED battery handle	—	—	24	13	5	—	—	—	19	11	5	—	—	—	16	9	4	—
Schweizer 5X Kryptostar, with plug-in rechargeable handle	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
PowerMag+ 5X "HaloBright," with SMD LED handle	—	—	35	18	6	—	—	—	29	15	5	—	—	—	22	13	4.5	—
Coil 5.4X, with xenon plug-in handle	—	—	31	16.5	5.5	—	—	—	27	13.5	4.5	—	—	—	21	11	4	—
Coil 5.4X, with LED battery handle	—	—	18	10	4.3	—	—	—	15	9	4	—	—	—	12	7	3.4	—
High power (12X, 12.5, or 13X)	—	—	5	4	2.6	—	—	—	4.5	3.6	2.5	—	—	—	4	3.4	2.5	—
Advantage 12X, with 8-mm LED battery handle	95	56	29	—	—	—	64	40	24	—	—	—	50	32	17	—	—	—
Advantage 12X, with 5-mm LED battery handle	34	22	13	—	—	—	27	18	10	—	—	—	20	13	8.5	—	—	—
Eschenbach 12.5X, with halogen plug-in handle	72	42	21	—	—	—	55	35	22	—	—	—	41	27	14	—	—	—
Eschenbach 12.5X, with LED battery handle	43	32	16	—	—	—	38	34	14	—	—	—	31	23	12	—	—	—
PowerMag+ 13X "HaloBright," with SMD LED handle	40	28	14	—	—	—	34	20	11	—	—	—	27	17	9	—	—	—
Coil 12X, with xenon plug-in handle	44	26	14	—	—	—	33	21	12	—	—	—	28	19	10	—	—	—
Coil 12X, with LED battery handle	10	8	6	—	—	—	8	6	4	—	—	—	7	5	3	—	—	—

Note: The Eschenbach halogen plug-in handle was nonrheostat. All LED battery handles used new batteries. Schweizer Kryptostar is not available in 12X or 13X.

magnifiers with the LED battery handle, the PowerMag + "HaloBright" with SMD LED handle, the Eschenbach 2.8X plug-in model, the Schweizer 5X Kryptostar rechargeable magnifier, the Coil 12X xenon plug-in stand magnifier, and the Advantage 12X stand magnifier with the 5-millimeter LED handle.

- Models with low reflective illuminance included the Coil xenon plug-in 2.8X and 5.4X stand magnifiers.
- The lowest reflective illuminance on all text and distances was with the Coil stand magnifiers with LED battery handles.

### DISCUSSION

Choices are now greater than ever before for illuminated stand magnifiers because of new LED options and designs. Considering that persons with a low score on contrast sensitivity function generally need brighter illumination, it is important to have comparisons available to help identify which brands or models actually provide higher reflectance illumination, regardless of their marketing claims. An independent study and measurement seemed not only beneficial but needed.

Persons with a low score on contrast sensitivity (25% or 10%) may report difficulty reading text with an older type of LED stand magnifier that may have only a single diode or a 5-millimeter chip, yet may do well with a model with the newer, very bright 8-millimeter multichip or with multidiodes. They may also do well with a stand magnifier with a halogen or kryptolux bulb, which also provides high reflective illuminance.

A side note is the lesson that getting closer to the lens will dramatically increase the amount of illumination available to a person when reading, in addition to providing a larger field of view. This increased illumination may be vital to those with low scores on contrast sensitivity function.

This comparison of various illuminated stand magnifiers is a starting point for developing an awareness of differences in choices. It could also prompt another study of individuals' pref-

erences in selecting reading devices with various levels of illumination compared to their scores on contrast sensitivity function. As LED technology continues to change, further measurements of new illuminated stand magnifiers could be made to help determine the brightest solutions and appropriate illumination options for persons with poor contrast sensitivity function. Continued study is needed on the important correlation among contrast sensitivity function, illumination needs, and reading performance.

The main focus of this article has been to review the preference by many individuals with low scores on contrast sensitivity function for low vision devices with bright illumination, and to present a study of the measurements of the reflectance illumination of major illuminated stand magnifiers. It is important to note, however, that this preference for bright solutions for reading is not limited to illuminated stand magnifiers, but similarly usually includes a preference for the brightest CCTV monitors. The choice of a monitor for a CCTV may also be a critical factor for persons with poor contrast sensitivity function. Because this study did not measure the illuminance of various CCTV monitors, a separate study to do so may help persons with poor contrast sensitivity function to make informed decisions and to find the brightest solutions.

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## Around the World

### Education for Students with Visual Impairments in Singapore: An Overview of Primary and Secondary Programs

*Meng Ee Wong and Noel Kok Hwee Chia*

Special education schools in Singapore provide education to children with disabilities, including those with intellectual, physical, or sensory impairments. Most of these schools cater to children aged 4 to 18. There are 20 special education schools run by various voluntary welfare organizations in Singapore; included in these 20 schools is the primary education provision for children who are visually impaired (Ministry of Education, 2009a). This arrangement is in line with the government's Many Helping Hands policy, which involves a tripartite relationship between the government, the citizenry, and the voluntary sector. The objective is to promote active participation in the care of people with disabilities (Ministry of Community Development, Youth and Sports, 2005).

#### PRIMARY EDUCATION FOR STUDENTS WHO ARE VISUALLY IMPAIRED

Since 1956, the Singapore School for the Visually Handicapped (SSVH) has been the only school that has provided special education for students with visual impairments up to the primary level. However, over the past 50 years, the

school has seen a gradual decline in its student enrollment from its height of some 100 children in the 1960s and 1970s (P. K. Koh, personal communication, April 3, 2009) to 56 in 1988 (Quah, 1993). Today, the school serves 40 children, of whom 18 have multiple disabilities in addition to visual impairment. Thus, strictly speaking, there are only 22 students with visual impairments and no other disabilities (P. K. Koh, personal communication, April 3, 2009). To justify the economics of operating the school, in 2003, SSVH began to broaden its curriculum to include children with visual impairments and additional disabilities, children with hearing impairments, and children with autism spectrum disorder (SSVH, 2008) to mitigate its operational costs. This change of curriculum was a significant transformation from its origins. Naturally, the previous name was no longer adequately representative of its new curriculum and the students it served. Consequently, the school adopted its new name, the Lighthouse School, in 2008 to reflect the change.

The goals of the Lighthouse School are as follows:

- to ensure that the developmentally intact children with visual impairments and hearing impairments perform well in their Primary Six Leaving Examination (PSLE, national streaming examinations at the end of primary school);
- to ensure that the developmentally intact children with visual impairments and hearing impairments are given as rounded an education as possible;
- to ensure that children with multiple disabilities have adequate preparation in reading, writing, and arithmetic and in daily living skills;
- to encourage children with visual impairments who are having difficulties in a general education school to benefit from the individualized programs it provides; and
- to maximize the potential of every child to the fullest (see Lighthouse School, 2009a).