



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

# Request for Quotation

RFO NUMBER
WEH90141

PAGE
1

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

VENDOR

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

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/21/2009	NET 30 DAYS	COMMON CARRIER	ORIGIN	PRPAY AND ADD
BID OPENING DATE: 06/18/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		410-60		SEE COST QUOTATION
OLYMPUS, CV-180 EVIS EXERA II VIDEO SYSTEM CENTER  OR EQUAL.  (SEE ATTACHED SPECIFICATIONS.)						
CANCELLATION: THE DIRECTOR OF PURCHASES RIGHT TO CANCEL THIS CONTRACT IMMEDIATE NOTICE TO THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF AN INFERIOR QUALITY OF TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI- CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 6/2/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:						

**RECEIVED**  
 2009 JUN 16 A 10:30  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Pamala Lydick</i>	PAMALA LYDICK	TELEPHONE 814-870-8472	DATE 6/15/2009
TITLE CONTRACT ADMINISTRATOR	FEIN 34-1482024	ADDRESS CHANGES TO BE NOTED ABOVE	

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

---

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/21/2009				
BID OPENING DATE: 06/18/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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05/21/2009				
BID OPENING DATE: 06/18/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: -----RW/FILE 22-----</p> <p>RFQ. NO.: -----WEH90141-----</p> <p>BID OPENING DATE: ---6/18/2009-----</p> <p>BID OPENING TIME: ---1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>    ---(814) 870-8522-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>    PAMALA LYDICK, CONTRACT ADMINISTRATOR</p> <p>***** THIS IS THE END OF RFQ WEH90141 ***** TOTAL: <u>SEE COST QUOTATION</u></p>						

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**GENERAL INFORMATION**

**Purpose:** to purchase one (1) endoscope system, CV-180: Evis Exera II Video System Center-Olympus or equal.

**Delivery/Training Location:** Agency is located at Welch Community Hospital, 454 McDowell Street, Welch, WV 24801.

**Specifications:**

**A. One(1) each: CV-180: Evis Exera II Video System Center-Olympus or equal.**

- a. Must be equipped with high-resolution high-definition (HD) and standard definition (D) and Narrow Band Imaging (NBI) processing capabilities to provide image quality for endoscopes and laparoscopes; enhancing observation of capillaries and mucosal tissues
- b. Must have two types of structure enhancement: Type A for observation of larger mucosal structures with high contrast and Type B for observation of smaller structures, such as capillaries.
- c. Must have electronic magnification of 1.2x and 1.5x.
- d. Must include memory card digital image recording.
- e. Must have HD/SD serial digital interface.
- f. Must have picture in picture capabilities.
- g. Must have digital to digital video recording capabilities.
- h. Must be compatible with the following Olympus surgical products:
  - i. ERCP scope – Olympus JF type 1T20
  - ii. Bronchoscope – Olympus type 40

**B. One (1) each: CLV-180: EVIS EXERA II high intensity 300 W xenon light source for Olympus color CCD video scope system or equal.**

- a. Must be equipped with special coated filters for Narrow Band Imaging and emergency 100 W halogen lamp.
- b. Must include light control cable.
- c. Must include spare fuse.
- d. Must have foot holder.

**C. One (1) each: OEP-4: Olympus HD color printer or equal**

- a. Must include printer cables.
- b. Must include upon order request color printing pack for HD color printer (200 sheets picture paper and 1 color print cartridge pack).

**D. One (1) each: OEV-191H:19 OEV-191H 19 inch high definition LCD screen or equal.**

- a. Must include one (1) 19 inch high definition medical grade LCD flat panel w/RGB and Sync, Y/C, and composite video input/output.
- b. Must include one (1) single monitor roll stand for LCD flat panel monitors

- E. One (1) each: Olympus PCF type H180AL/I Evis Exera II video colonoscope or equal:**
- a. Must include one (1) Innoflex or equal adjustable stiffness video colonoscope with full screen image.
  - b. Must be high definition.
  - c. Must be Narrow Band Imaging compatible.
  - d. Must have close focus.
  - e. Must have wide-angle view.
  - f. Must be 12.8 mm diameter.
  - g. Must have 3.7mm channel.
  - h. Must have 170 degree field of view.
  - i. Must have 168 cm working length.
  - j. Must have angulation of 180 degrees/180 degrees (up/down) and 160 degrees/160 degrees (right/left).
  - k. Must include biopsy forceps FB-220U (2 pcs.) or equal.
  - l. Must include MAJ-855 auxiliary water tube (1 pc.) or equal.
  - m. Must include MAJ-215 auxiliary water inlet cap (1Pc.) or equal.
- F. One (1) each: Olympus GIF-H180 video gastroscope or equal:**
- a. Must include one (1) video gastroscope with full screen image.
  - b. Must be High Definition (HD).
  - c. Must be Narrow Band Imaging compatible.
  - d. Must have close focus.
  - e. Must be 9.8 mm diameter.
  - f. Must have 2.8 mm channel.
  - g. Must have 140 degree field of view.
  - h. Must have 103 cm working length .
  - i. Must have angulation of 210 degree/90 degrees (up/down).
  - j. Must be able to move 100 degrees/100 degrees (right/left).
  - k. Must include biopsy forceps FB-220K (2pcs.) or equal.
  - l. Must include mouthpiece MB-142 (2pcs.) or equal.
- G. One (1) each: Olympus OTV-S7ProH-HD-12E HD Autoclavable Camera Head or equal:**
- a. Must have quick-lock connection allowing the camera head to be locked onto the telescope with a snap for a tight fit.
  - b. Must have one-touch zoom 1.2 and 1.5 times the original size.
- H. Delivery, Installation, and In-Service Training**
- a. Delivery shall be within fifteen (15) days after receipt of the approved purchase order. Vendor must furnish, deliver, setup and install the equipment and provide instructional training on the equipment usage and features upon delivery.
  - b. Within seven (7) days of the vendor's receipt of the approved purchase order, the selected vendor must contact Nursing Administration at Welch Community Hospital for coordination of vendor's delivery, installation and healthcare providers' in-service training.

**I. Warranty / Maintenance**

- a. Vendor shall provide a three year equipment warranty and a three year preventative maintenance and repair service for the equipment quoted.

**J. Cost Evaluation**

It is preferred that each responder use the cost proposal sheet provided. Evaluation and award will be made to vendor meeting specifications, based on the lowest **grand total** amount.

**K. Payment**

The Vendor shall submit invoices, in arrears, to the Facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payment will be made in arrears\* upon completion of delivery, installation and in-service training. State law forbids payment of invoices prior to receipt of goods or services.

**\*STERIS MUST TAKE EXCEPTIONS TO PAYMENT BEING MADE "IN ARREARS". STERIS PAYMENT TERMS ARE NET 30 DAYS FROM INVOICE DATE.**

**WEH90141  
COST QUOTATION**

<b>Description</b>	<b>Amount</b>
1. Olympus CV-180 Evis Exera II video system center or equal.	\$ <u>NO BID</u>
2. Olympus CLV-180 Evis Exera II Xenon light source or equal.	\$ <u>"</u>
3. OEP-4 Olympus High Definition (HD) color printer with cables or equal.	\$ <u>"</u>
4. OEV-191H 19 inch high definition LCD screen.	\$ <u>4,640.00 *</u>
5. Olympus PCF type H180AL/I Evis Exera II video colonoscope or equal.	\$ <u>NO BID</u>
6. Olympus GIF-H180 Evis Exera II video gastroscope or equal.	\$ <u>"</u>
7. Olympus OTV-S7ProH-HD-12E HD Autoclavable Camera Head or equal.	\$ <u>"</u>
8. Delivery & Set up Fee.	\$ <u>"</u>
9. In-service Training Fee.	\$ <u>"</u>
10. Year 1/Warranty/Maintenance Full-Service endoscopy Repair Contract.	\$ <u>"</u>
11. Year 2/ Warranty/Maintenance Full-Service endoscopy Repair Contract.	\$ <u>"</u>
12. Year 3/ Warranty/Maintenance Full-Service endoscopy Repair Contract.	\$ <u>"</u>
<b>(Total A.)</b>	\$ <u>4,640.00</u>

<b>Description</b>	<b>Estimated Annual Annual Usage</b>	<b>Price Per Package</b>	<b>Estimated Annual Cost</b>
12. Color printing pack. (200 sheets picture paper & 1 color printer cartridge pack)	<u>30</u>	\$ <u>          </u>	<b>(Total B)</b> \$ <u>NO BID</u>

**Grand Total (A+B) \$ 4,640.00**

**\*PRICE BASED ON FURNISHING STANDARD STERIS 19" HD FLAT PANEL MONITOR AS DESCRIBED IN THE ATTACHED BROCHURE. ABOVE PRICE INCLUDES FREIGHT. SEE ATTACHED STERIS QUOTATION FOR FURTHER INFORMATION.**



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

**West Virginia Code** §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code** §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: STERIS CORPORATION

Authorized Signature: Pamala Lydick

Date: 6/14/09

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

Under penalty of law for false swearing (*West Virginia Code, §61-5-3*), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_  
 Date: \_\_\_\_\_ Title: \_\_\_\_\_

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

STERIS<sup>®</sup>



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

# QUOTATION

WELCH COMMUNITY HOSPITAL (26040)  
454 MCDOWELL ST  
WELCH, WV 24801 US


ATTN Hazel Addair, Materials Management (Phone: 304-436-8710) (Email:  
Hazel.A.Addair@WV.gov)

STERIS Quote No: MCARR2500233  
Revision No: 3  
Date: June 01, 2009  
Submitted By:  
Mark Carr, Account Manager

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

Quotation for Bid WEH90141, 19" HD Flat panel Monitor.

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

Item	Equipment #	Description	Quantity	Unit Discount Price	Extended Discount Price
1.0000	RLM19HD	 <p><b>19 IN. HD MULTIPURPOSE SURG FLAT PANEL MONITOR</b>  <b>SURGICAL_GRADE FLAT PANEL MONITORS</b>                      Flat panel displays for surgical suites, OR integration systems, and critical care environments. Totally sealed monitors are splash-proof and easy to clean. Image quality is #1. All monitors are high-quality, ultra-precise, and specifically designed for surgical and medical applications. Open architecture design is compatible with all camera vendors and is easily upgradeable to the latest video technologies.</p> <p>Multipurpose:                      High-quality, multi-purpose flat panel monitors are designed for a broad range of surgical and monitoring applications in the OR and Critical care environment.</p> <ul style="list-style-type: none"> <li>• OR Video &amp; Integration Systems</li> <li>• Surgical-Grade Flat Panel Monitors</li> <li>• High Definition</li> </ul>	1	4,623.12	4,623.12
<b>Currency USD</b>					
<b>QUOTE TOTAL EXCLUDING TAXES</b>					<b>4,623.12</b>

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

NOTE: Under present circumstances, this quotation may be considered firm for thirty (30) days from this date. Acceptance later is subject to confirmation. Our quotation is extended on the basis of shipment being made within twelve (12) months after receipt of purchase order or contract. For extended shipments, add 1/2% per month for any subsequent period beyond (12) months.

Term of Payment: Net 30 Days

Terms of Shipping: PPD/ADD

FOB: FOB Origin

In order to expedite handling, please include the following information on your purchase order:

- Required delivery date of products at your facility
- Proof of tax exemption, if applicable
- Freight Terms (per quotation)
- Payment Terms (per quotation)
- Special Handling or Delivery Requirements (i.e., power lift gate, 24-hour notification, limited receiving dock hours, etc.)
- Trade-In items should include serial number
- Contact Name and Phone Number
- Ship to and bill to address

\*\*\*TRADE IN EQUIPMENT REQUIREMENTS:

1. Purchase order total(s) must be made in full excluding the trade-in allowance. Upon receipt of the good(s) by STERIS Corporation, full credit allowed for the trade-in will be applied to the Customer's invoice via a Credit Memo.
2. Federal Law (OSHA & DOT) requires that all used medical equipment be decontaminated prior to shipment or transport. Also required, are tags indicating which areas of the equipment have been AND have not been decontaminated. Call 1-800-895-6240 for information on decontamination procedures.

By:  
Mark Carr  
Account Manager

Accepted For:  
WELCH COMMUNITY HOSPITAL (26040)

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

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Purchase Order: \_\_\_\_\_  
Want Date: \_\_\_\_\_  
Ship To Address: \_\_\_\_\_  
Bill To Address: \_\_\_\_\_

To simplify your future Healthcare purchases of STERIS consumables, visit our new on-line store at [www.steris.com](http://www.steris.com) <<http://www.steris.com>>

**DELIVERY INSTRUCTIONS**

Individual Providing Information: \_\_\_\_\_ Yes: \_\_\_\_\_ No: \_\_\_\_\_

Telephone Number(s) : \_\_\_\_\_

Date Information Received: \_\_\_\_\_

Is Specific Delivery Date Required: Yes: \_\_\_\_\_ No: \_\_\_\_\_

What is Specific Delivery Date: \_\_\_\_\_

Dock Hours: Open: \_\_\_\_\_ Close: \_\_\_\_\_

Is Saturday Delivery Available: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Saturday Delivery Hours: Open: \_\_\_\_\_ Close: \_\_\_\_\_

Loading Dock: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Is Loading Dock Standard Size: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Is Lift Gate Delivery Required: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Contact Customer Prior to Delivery: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Delivery Contact Name(s) : \_\_\_\_\_

Delivery Contact Telephone Number(s) : \_\_\_\_\_

Inside Delivery Required: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Inside Delivery Into Dock Door: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Inside Delivery to Department or Floor: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Department or Floor Location: \_\_\_\_\_

Other Delivery Requirements (i.e. Flooring, Doorway Restrictions, Elevators) : \_\_\_\_\_

Tractor Trailer Size or Specialized Truck Requirements: \_\_\_\_\_

Other Restrictive Requirements (see example below) : \_\_\_\_\_

Details on Restrictive Requirements (i.e. Off Shift or Union Drivers, Extra Handling Resources, Tow Motor, etc.): \_\_\_\_\_

Safety Requirements: Hard Hat, Eye Protection, Steel Toe Shoes, Long Pants, etc: \_\_\_\_\_

Is Dumpster Available: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Unpacking or Disposal of Packing Materials: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Does Trade-in Need De-installation Prior to Delivery: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Rigging Required: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Consolidated Shipment Required: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Is staging required: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Destination needs to be accessible to tractor trailer with sleeper cab (53' long trailer 13.5' high) otherwise small truck must be arranged - at extra cost: \_\_\_\_\_

If STERIS installation team is controlling this delivery, when do they want delivery and who is STERIS contact and phone number: \_\_\_\_\_

Other Comments: \_\_\_\_\_

**STERIS CORPORATION TERMS AND CONDITIONS OF SALE**

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

**1. Offer and Acceptance**

- A. The Seller's quotation constitutes an offer for the sale of Products or Services (the "Offer"), unless otherwise specified in the Offer, or some other document signed by Seller, the terms and conditions of sale set forth in this document ("Seller's Terms") apply to all Products and Services sold or provided by Seller.
- B. Any purchase order or other form of acceptance issued by Customer shall result in a contract for the purchase of the Products or Services at the price quoted in the Offer. Customer shall be deemed to have accepted any of Seller's Terms to which Customer has not specifically objected. Customer's issuance of a purchase order which purports to reject some or all of Seller's Terms by virtue of standard form language shall not be sufficient objection. Customer shall be required to set forth each objection to Seller's Terms in a separate writing signed and dated by Customer and delivered to Seller prior to or contemporaneous with Customer's purchase order or other form of acceptance. Seller's failure to object to provisions in any purchase order, or other communication from Customer (including, without limitation, penalty clauses of any kind), shall not be a waiver of Seller's Terms, nor an acceptance by Seller of any such provisions. Any terms in Customer's purchase order or any other document of acceptance which are different from or additional to Seller's Terms are hereby rejected unless specifically accepted by Seller in a separate document signed by both Customer and Seller, regardless of whether such other terms would materially alter the terms hereof. No course of dealing, custom or usage, which is contrary to Seller's Terms shall apply.
- C. Seller reserves the right to correct any typographical or clerical errors in prices, specifications, quotations, or acknowledgments.

**II. Products or Services Subject to Sale**

The Products (including equipment, supplies, and parts) or Services subject to this sale shall be limited to those described in the Offer. They do not include, and Customer assumes responsibility for (A) removal from tailgate of carrier, set-up, installation, and start-up; (B) safety equipment used with the Products or Services or by Customer's employees or any third parties in handling or working with the products; (C) signs, plaques, and training related to the proper installation, handling, use, storage, and disposal of the Products, and (D) all utility hook-ups, building code approvals, and other regulatory requirements, as applicable. If the Customer is a government entity, Customer acknowledges that the Products are commercial items and that except as required by law, government accounting and procurement principles do not apply.

**III. Financial Condition**

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

**IV. Prices**

- A. Prices are subject to change without prior notification.

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

**V. Shipment, Delivery, and Inspection**

- A. Seller shall select the method and carrier for delivery of all Products. Title and risk of loss or damage to the Products shall pass from Seller to Customer upon delivery to a carrier at point of shipment.
- B. Any shipment, delivery, or performance date stated in the Offer or other contract document is approximate only and does not constitute any guarantee of shipment, delivery, or performance on any particular date.
- C. Time shall not be of the essence of this agreement.

**VI. Payments, Title and Security Interest**

- A. All payments shall be made in United States currency. All payments shall be without deductions for back-charges, other accounts between Seller and Customer, and the like, which shall be settled independently of the payment of the invoice. Payment shall not prejudice claims on account of omissions or shortages in shipment, but no such claim will be allowed unless made within 96 hours after receipt of the applicable shipment by Customer.
- B. Payments for Supplies or Parts shall be due 30 days from the date of Seller's invoice.
- C. Payment for Equipment shall be due upon receipt without regard to the actual date of installation. Pre-payment of 30% of the price will be required on receipt of order for specially designed or specially engineered Equipment. If production by Seller is delayed by Customer, partial payment is to be made based on the contract price and a percentage of completion at the time of notification of delay. If shipment is delayed by Customer, payment shall become due 30 days from the date Seller has notified Customer it is ready to ship.
- D. Payment for installation of Equipment or Parts shall be due upon completion.
- E. Should Customer delay payment beyond the date it is due, interest may be charged on the unpaid balance at the rate of one and one-half (1-1/2%) percent per month.
- F. Notwithstanding that title and risk of loss pass to Customer upon shipment, Customer hereby grants a security interest in all Products to secure Customer's payment in full. Customer authorizes Seller at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction financing statements and amendments naming the Customer as debtor and describing the Products as collateral.

**VII. Delays**

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

- B. In such event, the delivery date shall be extended for a period equal to the time lost by reason thereof, or Seller at its option may cancel the delivery and refund any amounts paid by Customer, as Customer's sole and exclusive remedy. Seller shall undertake to notify the Customer promptly of



any significant delay and will specify the revised delivery date as soon as practical. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF A DELAY IN, CANCELLATION OF, OR FAILURE TO DELIVER OR MANUFACTURE.

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

VIII. Cancellation

Cancellation or suspension of the order by Customer after acceptance by Seller may be made only on terms which will compensate Seller for loss due to the cancellation. Prior to shipment, Customer may cancel by giving written notice of cancellation to Seller. Customer may cancel after shipment only if Products are re-salable and Customer pays restocking, shipping and handling charges as reasonably determined by Seller.

IX. Equipment Design

Seller reserves the right to make changes and improvements in the design and specifications of its Products without notice or obligation to Customer.

X. Warranty and Disclaimers

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

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

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

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

E. NEITHER SELLER NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES FOR LOSS OF USE ARISING DIRECTLY OR INDIRECTLY FROM ANY BREACH OF CONTRACT, MATERIAL OR OTHERWISE, OR FROM ANY TORTIOUS ACTS OR OMISSIONS OF THEIR RESPECTIVE EMPLOYEES OR AGENTS, AND IN NO EVENT SHALL THE LIABILITY OF SELLER EXCEED THE PRICE OF THE DEFECTIVE PRODUCT OR OF THE PRODUCT SUBJECT TO LATE DELIVERY. If Seller, without separate compensation therefor, furnishes the Customer with advice or other assistance concerning any product supplied hereunder or any system or equipment in which any such product may be installed which is not required hereunder, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, tort (including negligence and strict liability) or otherwise.

F. Deferred Warranty Start Date (Where applicable; sold separately). Where applicable and purchased separately, Seller agrees to delay the start date of the warranty for up to 12 months from the date of shipment, provided Seller confirms by inspection that as of the deferred start date, the Products meet STERIS's original factory specifications and do not materially differ from their factory-shipped condition. In addition, STERIS requires that STERIS equipment storage guidelines (listed on equipment drawings and shipping crates and available upon request from STERIS) be followed.

XI. Patents, Trademarks, Copyrights and Software

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

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

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

XII. Disclosure of Information

Any information, suggestions, or ideas given by the Customer to Seller in connection with Seller's performance hereunder are not secret or submitted in confidence, except as may be otherwise provided in writing, signed by Seller.

XIII. Assignment

No right accruing to the Customer by virtue of the manufacturer/purchaser relationship between Seller and the Customer nor any duty of Seller resulting from that relationship shall be assignable

without Seller's prior written consent.

XIV. Severability

Invalidity of any provision of Seller's Terms shall not affect the validity of any other provision hereof and any invalid provision shall be, to the extent possible, modified to accomplish the same objectives in a valid way without affecting the surviving provisions.

XV. Non-Waiver

No failure by Seller to exercise any right accruing to it by virtue of the manufacturer/purchaser relationship or under any contract of sales entered into with the Customer shall operate as a waiver thereof or preclude the exercise of any other right or privilege by Seller.

XVI. Notice

Any notice required or contemplated hereunder shall be in writing and shall be delivered personally or sent by telefax or by prepaid registered mail. Notice by telefax shall be deemed to have been received when transmitted and any notice sent by registered mail shall be deemed to have been received on the second day following the date mailed.

XVII. Entire Agreement and Amendments

There are no other Terms and Conditions applicable to the purchase and sales of Seller's Products other than those contained in the Offer (including any specifications or other documents which Seller incorporated by reference in the Offer or invoice). Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No modification, amendment, waiver or other change of any provision of Seller's Terms shall be binding on Seller without Seller's written consent.

XVIII. Limitation of Actions

Any action for a breach of contract arising out of Seller's acceptance of Customer's order or the cause of action has accrued.

XIX. Governing Law; Remedies

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

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

XX. Operating Directions

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

B. SELLER SHALL HAVE NO OBLIGATION OR LIABILITY FOR ANY FAILURE OF CUSTOMER, CUSTOMER'S EMPLOYEES OR AGENTS, OR ANY THIRD PARTY TO OBSERVE

THE PROVISIONS OF THIS SECTION, OR FOR ANY INJURY OR DAMAGE CAUSED, IN WHOLE OR IN PART, BY CUSTOMER'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL SAFETY REQUIREMENTS AND CUSTOMER SHALL INDEMNIFY AND HOLD SELLER HARMLESS FOR ANY CLAIMS, LIABILITIES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH ANY SUCH INJURY OR DAMAGE OR CLAIM THEREOF.

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Additional Terms for SCCT Custom Orders

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

Payment

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

Cancellation

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

Change Orders

Customer change orders shall be subject to a change order fee of \$2,500.00 plus any price difference between the original and revised order. Customers will be invoiced for the change order fee at the time that the requested change is implemented. All change orders must be accepted and approved by STERIS. Change orders shall be processed upon submission of a revised purchase order. Change orders may result in delays in shipping and/or installation.

The \$2,500.00 change order fee shall also apply if a STERIS installation team arrives at a Customer facility for a scheduled installation but is unable to complete the installation because of the Customer's failure to prepare the site according to previously agreed upon specifications.

Return of Goods

Customer shall not be entitled to any refund or credit for custom-made parts, used parts, or parts that are missing labels or packaging. Goods may not be returned without prior approval from STERIS. Customer is responsible for all freight costs associated with the return of goods after shipment and may be required to pay a restocking fee.

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

**General Definitions & Scope of Responsibilities**

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

**Environmental and Safety Issues**

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

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

**Customer Responsibilities-SITE PREPARATION:**

- Remove all asbestos and/or other hazardous materials from equipment building and surrounding area, and safely dispose of same in accordance with local/state/federal codes, prior to installation and/or Equipment Removal.
- Obtain or incur expenses for obtaining any/all permits, approvals, licenses, certification, fees and source testing, local or otherwise, that may be required for installation or operation of the equipment being installed.
- Prepare site for equipment installation, to include walls, floors, drains, ceilings, building utility connections, including steam drip-legs and pressure regulators, special fiber panel and any/all required structural modification to the building, including superstructure above finished ceiling and/or wall back and floor reinforcement.
- Provide slab, wall, flooring, anchor location and/or under-structure suitable to accept seismic tie-down devices as specified in Seller equipment drawings/technical documentation.
- Install any/all building exhaust vents beyond manufacturer's vent termination point, as designated in Seller equipment drawings/technical documentation, and ensure total HVAC system is adequate to handle load(s) expected with new equipment.
- Assess that all door openings, hallways and areas en route from receiving area to installation

site will accept equipment without dismantling equipment or removing/modifying any door frames, ceilings, cabinets or other facility structures.  
 Provide all utilities (steam, water, compressed air, condensate return, waste-drain, electric, exhaust) according to local/state/federal codes and Seller equipment drawings/technical documentation.

Furnish and install all electrical disconnects and shutoff valves within easy reach for emergency or service shutdowns, as specified in Seller equipment drawings, and in accordance with local/state/federal codes.  
 Provide adequate lighting in recess room area.  
 Provide an adequate service area around equipment as specified in Seller equipment drawings and in accordance with local/state/federal codes, to ensure equipment placement/utility connections and locations are adequately spaced.

**Customer Responsibilities-RECEIVING**

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

**Customer Responsibilities-UTILITIES**

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

**AIR:**

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

**WATER:**

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

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

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

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