



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

# Request for Quotation

RFQ NUMBER  
 XRAY09

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 JO ANN ADKINS  
 304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

*AMIS SYSTEMS  
 221 22ND ST.  
 HUNTINGTON, WV  
 25703*

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED 08/06/2008	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 08/28/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
<p>THE STATE OF WEST VIRGINIA IS SOLICITATION QUOTATIONS FOR X-RAY FILM, CHEMICALS AND DRY MEDIA FOR AN OPEN-END BLANKET STATEWIDE CONTRACT TO SUPPLY SUCH MATERIALS TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>BIDDERS SHALL USE THE ATTACHED "PRICING PAGE - X-RAY09" TO ENTER THEIR QUOTATION FOR EACH ITEM.</p> <p>ALL PRICES QUOTED SHALL INCLUDE DELIVERY TO ANY WEST VIRGINIA LOCATION</p> <p>*****            INQUIRIES</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MONDAY, AUGUST 18, 2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED.</p> <p>ADDRESS INQUIRIES TO:            JO ANN ADKINS            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON ST. E            CHARLESTON, WV 25305            FAX: 304-558-4115            EMAIL: JO.A.ADKINS@WV.GOV</p> <p>IT IS THE VENDOR'S RESPONSIBILITY TO VERIFY QUESTIONS HAVE BEEN RECEIVED. QUESTIONS RECEIVED</p>						

RECEIVED  
 08 AUG 28 AM 10:52  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jo Ann Adkins</i>	TELEPHONE 304-525-8974	DATE 08/27/08
TITLE VP OF SALES	FEIN 55-052-5371	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."

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**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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08/06/2008				

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0001	1	EA		898-90-00-001		
<p>WILL BE ANSWERED VIA AN EMAIL.</p> <p>ATTACHMENTS TO THIS RFQ:</p> <p>1. XRAY09 SPECIFICATIONS, 3 PAGES.</p> <p>2. XRAY09 PRICING PAGE, 1 PAGE.</p> <p>3. PURCHASING AFFIDAVIT, 1 PAGE.</p> <p>X-RAY FILM, PROCESSING CHEMICALS/CHEMISTRY</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY</p>						

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<p>MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION:            THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF</p>						

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<p>PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS:            IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>IF THE VENDOR CANNOT GUARANTEE A FIRM PRICE FOR THE LIFE OF CONTRACT, HE MUST INDICATE ONE OF THE PARAGRAPHS LISTED BELOW. FAILURE TO QUALIFY THE PREFERRED TERMS WILL BIND THE VENDOR TO A FIRM PRICE FOR THE LIFE OF THE CONTRACT.</p> <p>ALTERNATE TERMS:            ( ) THE PRICES ON THIS CONTRACT WILL REMAIN FIRM FOR 120 DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT. PRICES WILL REMAIN FIRM AFTER EACH PRICE ADJUSTMENT FOR A MINIMUM OF ..... DAYS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE</p>						

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AGENCY AS A CONDITION OF AWARD.  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).  A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:  <input type="checkbox"/> 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  <input checked="" type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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  <input type="checkbox"/> BIDDER IS A CORPORATION 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						

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<p>FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(<input checked="" type="checkbox"/>) 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;</p> <p>OR</p> <p>( ) 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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 ISSUED; 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.</p>						

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<p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="margin-left: 40px;">DEPARTMENT OF ADMINISTRATION        PURCHASING DIVISION        BUILDING 15        2019 WASHINGTON STREET, EAST        CHARLESTON, WV 25305-0130</p> <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>						

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BUYER:					FILE 42	
RFQ. NO.:					XRAY09	
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BID OPENING TIME:					1:30 PM	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
<i>304-525-5682</i>						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
<i>TOM KINDER</i>						
***** THIS IS THE END OF RFQ XRAY09 *****						<i>\$219,390.00</i>

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SIGNATURE <i>Tom Kinder</i>	TELEPHONE 304-525-8974	DATE 08/27/08
TITLE VP OF SALES	FEIN 55-052-5371	ADDRESS CHANGES TO BE NOTED ABOVE

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**X-RAY09**

**000010**

**General Conditions**

All products furnished must be listed in the most current edition of the manufacturer's professional stock house catalog(s). Manufacturer's current price list should be included and identified with the bid.

Vendors shall enter pricing information on the attached pricing page. Vendors should complete all requested information. The discount shown shall be the same for all items in that category. Discount is to be applied to the lowest listed price in distributor's catalog/list price book. Discounted prices quoted in the pricing model must be equal to the prices stated in the established price list after the discount is applied.

Vendor shall supply the quantity of boxes/cartons/etc. per case on X-RAY09 pricing page.

Vendor is to provide a quarterly report showing the volume by item and agency. This report is to be delivered to Jo Ann Adkins, Purchasing Division, 2019 Washington Street, East, P.O. Box 50130, Charleston, WV 25305-0130.

Or via email to: [jo.a.adkins@wv.gov](mailto:jo.a.adkins@wv.gov).

**Special Conditions**

1. Delivery of all contract items shall be made within 14 calendar days after receipt of purchase order. Vendor shall carry an adequate stock to insure prompt delivery service for duration of contract. Vendor shall permit on-

site inspection of contractor's inventory by state purchasing inspector to insure compliance with contract.

2. All x-ray film supplies on this contract must be delivered with a minimum of one (1) year expiration date.
3. All film must be delivered in full case lots and in manufacturer's sealed cartons.
4. Film/chemical quality: Film and chemicals shall be suitable for use in medical and dental facilities and diagnostic applications. Should the material furnished fail to conform to stated bid specifications, the defective material will be returned at the vendor's expense, after notification by the spending agency.
5. Film return: It is agreed and understood that any film may be returned for full credit provided the film expiration date be less than 8 months. Should the expiration date be less than 8 months from date of delivery, contractor shall make every reasonable effort to assist the agency in return of film. No film or chemical that is returned will be subject to restocking charge. Any freight costs associated with return of film/chemical will be paid for by agency, cost to return defective film will be borne by the vendor.
6. The successful vendor shall not substitute any other brand x-ray film, chemicals or supplies from those awarded, nor sell any additional items under their contract not specifically covered herein, without prior written permission of the purchasing division.

7. Verification of product quality is the responsibility of the vendor. The State of West Virginia may require certified mail test data, certifications or samples for testing from each category of material bid. All costs of test samples are to be borne by the vendor as well as freight costs to and from the agency.

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.

If bidding items other than those specified, vendors include specification information that shows that product bid does meet the specification of the products shown.

VENDOR NAME: Amis Systems, Inc.

**XRAY09 Pricing Page**

Product/Description	Estimated Quantity ( per case)	List Price	# Boxes per case	% Discount From List	*Net Price	Total
<b>Category I - X-Ray Chemical</b>						
AUTEX FIX REPL BIPAK (2X5 GAL)	175	45.77	10/gal/bx	59%	\$27.00	\$4,725.00
KODAK RPK DEV 10 GAL SIZE	50	62.25	10/gal/bx	27.6%	\$45.00	\$2,250.00
<b>Category II - X-Ray Film</b>						
DUP RA 24X30 100SH	30	1,074.00	5	60%	\$429.60	\$12,888.00
DUP RA 35X43 100SH	25	2,224.00	5	60%	\$889.60	\$22,240.00
EHN1 35X43 100SH	20					
IT-1 35X43 100SH	25	2,224.00	5	60%	\$889.60	\$22,240.00
MIN-R 2000 24 X 30 100SH	30	1,159.25	5	60%	\$463.40	\$13,911.00
MIN-R 2000 18 X 24 100SH	25	718.50	5	60%	\$287.40	\$7,185.00
TMS/RA-1 35 X 43 100SH	30	1,807.00	5	60%	\$722.80	\$21,684.00
TMS/RA-1 24 X 30 100SH	35	836.50	5	60%	\$334.60	\$11,711.00
TMS/RA-1 30 X 35 100SH	20	1,234.00	5	60%	\$493.60	\$9,872.00
TMS/RA-1 24 X 24 100SH	20	688.50	5	60%	\$275.40	\$5,508.00
XBT-1 35 x 43 100 SH	50	1,807.00	5	60%	\$722.80	\$36,140.00
<b>Dev/Systems Cleaner</b>						
Kodak 10 gal Dev/Systems Cleaner	10	20.00	per_bt	20%	\$16.00	\$160.00
<b>Category IV - Dry Media</b>						
Kodak DRYVIEW LAZER BLUE 14X17 125SH	50	2,125.00	4	54%	\$977.52	\$48,876.00
<b>*NOTE: All prices quoted include delivery to any West Virginia location.</b>						
<b>Contract Coordinator:</b>	Tom Kinder					
<b>Phone Number:</b>	304-525-8974				Date: August 27, 2008	
<b>Fax Number:</b>	304-525-5682				Email Address: tkinder@amissys.com	

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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:**

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: AMIS SYSTEMS  
Authorized Signature: Tom Knick Date: 08/27/08