



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
WEH10022

PAGE
1

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

VENDOR

|||||
 Pentax Medical Company
 Sales
 102 Chestnut Ridge Road
 Montvale, NJ 07645

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
08/17/2009				

BID OPENING DATE: 09/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		410-60		
OLYMPUS, CV-180 EVIS EXERA II VIDEO SYSTEM CENTER OR EQUAL. (SEE ATTACHED SPECIFICATIONS.) CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 9/1/2009. 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: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST						

RECEIVED
 2009 SEP 18 PM 12:33
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Bill Drum Hall</i>	000 431 5080	9/15/2009	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Dir. of Customer Svc.			

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, the State may deem this contract null and void, and terminate such contract 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



State of West Virginia
 Department of Administration
 Purchasing Division
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 Post Office Box 50130
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ROBERTA WAGNER 304-558-0067

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

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
08/17/2009				

BID OPENING DATE: 09/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV 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. NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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 304-558-0067**

VENDOR

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SHIP TO

**HEALTH AND HUMAN RESOURCES
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 WELCH, WV
 24801 304-436-8710**

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:-----RW/FILE 22----- RFQ. NO.:-----WEH10022----- BID OPENING DATE:--9/22/2009----- BID OPENING TIME:--1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ WEH10022 ***** TOTAL: 99,053.74						

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GENERAL INFORMATION**Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division "State for the West Virginia Department of Health and Human Resources, Bureau of Behavioral Health and Health Facilities "Agency" is soliciting Quotations to purchase a new colonoscopy system which shall include the following:

- one (1) Olympus CV-180 Evis Exera II video system center or equal.
- one (1) new Olympus CLV-180 Evis Exera II Xenon light source or equal.
- one (1) new Olympus PCF type H180AL/I Evis Exera II video colonoscopy or equal.
- one (1) new Olympus GIF-H180 video gastroscope or equal.
- one (1) OEP-4 Olympus High Definition (HD) color printer or equal.
- one (1) OEV-191H 19 inch high definition LCD screen or equal
- one (1) Olympus QTV-S7ProH-HD-12 E Autoclavable Camera Head or equal.

Specifications:**1. 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:
 - 1. ERCP scope – Olympus JF type 1T20
 - 2. Bronchoscope – Olympus type 40

2. 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.

3. 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.

4. 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/100degrees (right/left).
- K. Must include biopsy forceps FB-220K (2pcs.) or equal.
- L. Must include mouthpiece MB-142 (2pcs.) or equal.

5. OEP-4: Olympus HD color printer or equal

- A. Must include printer cables. (MAJ-884 printer cable set, Olympus or equal)
- B. Must include upon order request color printing pack for HD color printer (200 sheets picture paper and 1 color print cartridge pack).

6. 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

7. 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.

8. 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.

9. 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.

10. 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.

	Description	Quantity	Unit Price	Total
1.	Olympus CV-180 Evis Exera II video system center or equal. <i>E-PK-I</i>	1	36,750.00	29,400.00
2.	Olympus CLV-180 Evis Exera II Xenon light source or equal. <i>included above</i>	1	included	included
3.	Olympus PCF type H180AL/I Evis Exera II video colonoscopy or equal. <i>EC-3890 Li</i>	1	36,950.00	29,560.00
4.	Olympus GIF-H180 video gastroscope or equal. <i>EG-2990i</i>	1	31,500.00	25,200.00
5.	OEP-4 Olympus High Definition (HD) color printer or equal. <i>74234</i>	1	3,879.75	3,297.79
5a	MAJ-884 printer cable set, Olympus or equal	1	included	included
6.	OEV-191H 19 inch high definition LCD screen or equal. <i>74064</i>	1	4,725.00	4,063.50
7.	Olympus QTV-S7ProH-HD-12 E Autoclavable Camera Head or equal. <i>KUM 98023</i>	1	7,491.75	6,367.99
(A) Total Equipment Cost				89,053.74
Delivery/Set-up/In-service training fees		Quantity	Unit Price	Total
8.	Delivery & Set up Fee.	1	included	included
9.	In-Service Training Fee	1	included	included
(B) Total of delivery/set-up/in-service training fees				
Warranty/ Maintenance		Quantity	Unit Price	Total
10.	Year 1- Full-Service Endoscopy Repair Contract	1	3,500.00	7,000.00
11.	Year 2- Full-Service Endoscopy Repair Contract	1	3,500.00	14,000.00
12.	Year 3- Full-Service Endoscopy Repair Contract	1	3,500.00	21,000.00
(C) Total of Warranty/Maintenance Services				21,000.00
Printing Supplies		Estimated Annual Usage	Price per Package	Estimated Annual Cost
13.	Color Printing Pack (200 sheets picture paper & 1 color printer cartridge pack)	30	N/A	N/A
(D) Estimated Annual Printing Supply Cost				N/A
Grand Total of A+B+C+D				120,053.74

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: _____

Authorized Signature: _____ Date: _____

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



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 ROBERTA WAGNER
 304-558-0067

VENDOR

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 Pentax Medical Company
 Attention: Sales
 102 Chestnut Ridge Road
 Montvale, NJ 07645

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HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL
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BID OPENING DATE	09/22/2009			

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	BID OPENING TIME	UNIT PRICE	AMOUNT
					01:30PM		
ADDENDUM NO. 1							
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.							
EXHIBIT 10							
REQUISITION NO.: WEH10022							
ADDENDUM ACKNOWLEDGEMENT							
<input checked="" type="checkbox"/> I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.							
ADDENDUM NO. S:							
NO. 1							
NO. 2							
NO. 3							
NO. 4							
NO. 5							
<input checked="" type="checkbox"/> I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.							

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

PURCHASE ORDER NO. *all Hall* TELEPHONE NO. *800 431-5880* DATE *9/15/2009*
 FEIN *800 431-5880*

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<p>VENDOR MUST CLEARLY 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.</p> <p><i>Jill Burn Hall</i> SIGNATURE <i>Pentax Medical Company</i> COMPANY 9-11-2009 DATE</p>						
REV. 11/96						
END OF ADDENDUM NO. 1						

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Request for Quotation

RFQ NUMBER
 WEH10022

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
09/04/2009				

BID OPENING DATE:

09/22/2009

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		410-60		
OLYMPUS, CV-180 EVIS EXERA II VIDEO SYSTEM CENTER						
***** THIS IS THE END OF RFQ WEH10022 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

Questions for WEH10022- Endoscopy system

1. Is a split award possible, where one vendor gets some products and another gets the rest?

Response: Only vendors meeting all specifications and providing all equipment specified, will be considered.

2. If I cannot respond to all items on the RFQ, can I still be awarded any of those that I submitted for?

Response: NO.

3. Will vendor be disqualified if they can not provide a compatible system?

Response: YES.



Pentax Medical Company
 A Division of Pentax of America, Inc.
 102 Chestnut Ridge Road
 Montvale, NJ 07645
 Tel: (201)391-0932 Fax: (201)391-4189
 Toll Free Tel: (800)431-5880

Customer Information

Quotation Summary

Quotation #: 20285174
 Date: 09/11/2009
 Cust #: 22331
 Name: WELCH COMMUNITY HOSPITAL
 Address: 454 MCDOWELL ST
 WELCH WV 24801
 Phone:
 Attn:
 Contract:
 Rep Name: Scott Aldrich
 Prepared By: MLILYS
 FOB: MONIVALE, NJ
 Terms: 1% 10. NET 30 DAYS
 Estimated Ship Date: 30 Days ARO

List Price: 122,612.40
 Contract Price: 122,612.40
 Promos/Discounts: 23,558.66-
 Taxes: 0.00
 Freight: 0.00
 Trade Ins: 0.00
 Annual Support: 0.00
 Installation Costs: 0.00
 Interest: 0.00
QUOTE GRAND TOTAL: 99,053.74

Product List

Qty	Model	Description	List Price Per Piece	Contract Price Per Piece	Discounts	Extended Price
1	EPK-I	VIDEO PROCESSOR	36,750.00	36,750.00	7,350.00-	29,400.00
1	EC-3890LI	VIDEO COLONOSCOPE	36,950.00	36,950.00	7,390.00-	29,560.00
1	EG-2990I	VIDEO GASIROSCOPE	31,500.00	31,500.00	6,300.00-	25,200.00
1	72064	NDS RADIANCE 19" HD MONII	4,725.00	4,725.00	661.50-	4,063.50
1	80232	PREC. FLAI PANEL MONITOR	919.00	919.00	91.90-	827.10
1	KUM98023	ADD-ON CAM PKG PSV-4000 I	7,491.75	7,491.75	1,123.76-	6,367.99
1	66108	CAMERA HEAD U/W PSV-4000	0.00	0.00	0.00	0.00
1	66109	CONTROL UNIT U/W PSV-4000	0.00	0.00	0.00	0.00
1	84115	LENS/22MM W/AM FLIR IMMRS	0.00	0.00	0.00	0.00
1	84139	PENIAX EYEPIECE ADPTR W/O	0.00	0.00	0.00	0.00
1	90122	KEYBOARD,80K MINI U/W PSV	0.00	0.00	0.00	0.00
1	90123	COVER,KEYBOARD U/W KB # 9	0.00	0.00	0.00	0.00
1	84140	ADPTR,EV-3000 TO CNNCT OL	396.90	396.90	59.54-	337.36
1	74234	NETWORK PRINTER: XEROX	3,879.75	3,879.75	581.96-	3,297.79

Quote Notes

BID # WEH1002

Upon purchase a formal purchase order must be issued for the items on this quotation. Carts are not returnable. Acceptance of purchase order is subject to credit approval. Changes, additions, or deletions to this quotation will result in pricing changes. Signature indicates intent to purchase the above described equipment and agreement to all Pentax terms & conditions of the sale. Prices do not include applicable Use Taxes or Freight Taxes. Prices are good for 30 days. Please note that payment terms are subject to credit approval.

Pentax Manufactured Products: One Year warranty against Manufacturer's defects / parts and labor

Other Products: 90 day warranty on accessories. Manufacturer's warranty applies

Customer Authorized Signature: _____ Date: _____



Pentax Medical Company
A Division of Pentax of America, Inc.
102 Chestnut Ridge Road
Montvale, NJ 07645
Tel: (201)391-0932 Fax: (201)391-4189
Toll Free Tel: (800)431-5880

Product List

Qty	Model	Description	List Price Per Piece	Contract Price Per Piece	Discounts	Extended Price
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*Subtotal: 99,053.74

*Subtotal does not include Taxes, Freight, Interest or Trade-in discounts

Upon purchase a formal purchase order must be issued for the items on this quotation. Carts are not returnable. Acceptance of purchase order is subject to credit approval. Changes, additions, or deletions to this quotation will result in pricing changes. Signature indicates intent to purchase the above described equipment and agreement to all Pentax terms & conditions of the sale. Prices do not include applicable Use Taxes or Freight Taxes. Prices are good for 30 days. Please note that payment terms are subject to credit approval.

Pentax Manufactured Products: One Year warranty against Manufacturer's defects / parts and labor.

Other Products: 90 day warranty on accessories. Manufacturer's warranty applies.

Customer Authorized Signature: _____ Date: _____



SERVICE CONTRACT QUOTE

Pentax Medical Company
A Division of Pentax of America, Inc
102 Chestnut Ridge Road
Montvale, NJ 07645
Tel: (201)391-0932 Fax: (201)391-4189
Toll Free Tel: (800)431-5880

Customer Information

Quotation Summary

Quotation #: 20285194
Date: 09/14/2009
Cust #: 22331
Name: WEICH COMMUNITY HOSPITAL
Address: 454 MCDOWELL ST
WEICH WV 24801
Phone:
Attn:
Rep Name: Scott Aldrich
Prepared By: MROSAR
FOB: Montvale, NJ
Terms: Due Upon Receipt
Estimated Ship Date: Due Upon Receipt
Contract Validity: 09/14/2009 thru 09/13/2010

Contract Price: 7,000.00
Promos/Discounts: 0.00
Taxes: 0.00
QUOTE GRAND TOTAL: 7,000.00

Product List

Qty	Model	Description	Service Contract Price Per Instrument	Service Contract Extended Price w/ Discounts
1	SERVICE CONTRACT	EPK-I	0.00	0.00
1	SERVICE CONTRACT	EC-3890LI	3,500.00	3,500.00
1	SERVICE CONTRACT	EG-2990I	3,500.00	3,500.00

*Subtotal: 7,000.00
*Subtotal does not include Taxes.

Quote Notes

COMPLETE CARE: PENTAX 1 year service quotation, price per instrument includes no limit on repair coverage. Should your facility decide to enroll, please sign and fax back along with a copy of the purchase order. At that time a contract will be generated that will also require another signature. If you have any questions, please contact Rosa Rojas at (800)-736-8293 x 2604. Fax (713) 661-1272 Thank you!

Upon purchase a formal purchase order must be issued for the items on this quotation. Acceptance of purchase order is subject to credit approval. Changes, additions, or deletions to this quotation will result in pricing changes. Signature indicates intent to purchase the above described equipment or services and agreement to all PENTAX terms & conditions of the sale. Prices do not include applicable Use Taxes or Freight Taxes. Prices are good for 30 days. Please note that payment terms are subject to credit approval.

Customer Authorized Signature: _____ Date: _____



PENTAX Medical Company
 A Division of PENTAX of America, Inc.

SCHEDULE A
DESCRIPTION OF SERVICES

Services	Description
<i>Endoscope and Processor Service</i>	<ul style="list-style-type: none"> - Detailed inspection, quotation and repair of equipment - Equipment is repaired according to Pentax engineering specifications. - Repairs are performed using only original Pentax parts - Includes the cost of all necessary replacement parts and associated labor fees on Equipment repaired during the term(1).
<i>Light Source Service</i>	<ul style="list-style-type: none"> - Includes the cost of all necessary light source replacement parts and associated labor fees on equipment repaired during the term.(1)
<i>Support Services</i>	<ul style="list-style-type: none"> - 24 Hours toll-free technical support - Timely repair status information - Two on-site training sessions per year, as needed - Additional on-site visits by Pentax field technicians at a cost of \$1,000 per day, plus applicable travel expenses.
<i>Endoscope Loaners</i>	<ul style="list-style-type: none"> - Loaned equipment shipped to customer within 48 hours of receipt of a Pentax repair notification request
<i>Reports</i>	<ul style="list-style-type: none"> - Detailed service history reporting on maintenance and repair of equipment - Quarterly review of utilization.
<i>Renewal</i>	<ul style="list-style-type: none"> - Full credit of underutilization toward a renewal agreement

(1) Excludes all accessories, lamps and consumable items