



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
 WEH11038

PAGE
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

BB microscopes
 490 Lawnes Run Rd.
 Pittsburgh Pa 15237

SHIP TO

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

DATE PRINTED 08/26/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: 09/22/2010 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 PER THE ATTACHED SPECIFICATIONS.		
0002	1	EA		410-60 OLYMPUS CLV-180 EVIA EXERA II XENON LIGHT SOURCE OR EQUAL.		
0003	1	EA		410-60 OEP-4 OLYMPUS HIGH DEFINITION (HD) COLOR PRINTER OR EQUAL.		
0004	1	EA		410-60 OEV-191H 19 INCH HIGH DIFINITION LCD SCREEN OR EQUAL OR EQUAL.		

RECEIVED
 2009 SEP 14 A 10:14
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-433-1749	DATE 9/10/10
TITLE Sales Support	FEIN 25-132-6815	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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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	FOB.	FREIGHT TERMS
08/26/2010	Net 30			

BID OPENING DATE: 09/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0005	1	EA		410-60		
OLYMPUS PCF TYPE H180AL/1 EVIS EXERA II VIDEO COLONSCOPE OR EQUAL.						
0006	1	EA		410-60		
OLYMPUS GIF-H180 EVIS EXERA II VIDEO GASTROSCOPE OR EQUAL.						
0007	1	EA		410-60		
MAJ-884 PRINTER CABLE SET OR EQUAL						
0008	1	EA		410-60		
DELIVERY & SET UP FEE						

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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 304-558-0067

RFQ COPY
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 BB microscopes
 490 Lawrence Run Rd.
 Pittsburgh Pa. 15237

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

DATE PRINTED 08/26/2010	TERMS OF SALE Net 30	SHIP VIA Bid	FOB	FREIGHT TERMS
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BID OPENING DATE: 09/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOF	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0009	1	EA		410-60		
IN-SERVICE TRAINING FEE						
0010	1	EA		410-60		
YEAR 1 WARRANTY/MAINTENANCE - FULL SERVICE						
ENDOSCOPY REPAIR CONTRACT OR EQUAL.						
0011	10	EA		410-60		
COLOR PRINTING PACK (200 SHEETS PICTURE PAPER & 1						
COLOR PRINTER CARTRIDGE PACK) OR EQUAL.						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, WELCH COMMUNITY HOSPITAL, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH A NEW ENDOSCOPY SYSTEM PER PER THE ATTACHED SPECIFICATIONS.						

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VENDOR

RFQ COPY
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BBB microscopes
 490 Lowmies Run Rd.
 Pittsburgh Pa 15237

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
08/26/2010				

BID OPENING DATE: 09/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTANCE 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 SECITON 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE INCLUDE A CONVENIENCE COPY.</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> <p>BUYER: ROBERTA WAGNER-FILE 22</p>						

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

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE
	BB microscopes
	490 Lawnes Run Rd. Pittsburgh Pa 15237

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
08/26/2010				

BID OPENING DATE: 09/22/2010	BID OPENING TIME 01:30PM
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
RFQ. NO.: WEH11038 BID OPENING DATE: 09/22/2010 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): ----- 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. WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 09/07/2010. 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 A. WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311						

No Bid

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
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PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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 304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE
 DD microscopes
 490 Lawes Run Rd.
 Pittsburgh Pa 15237

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
08/26/2010				

BID OPENING DATE: 09/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV 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 AGENCY AS A CONDITION OF AWARD. ***** THIS IS THE END OF RFQ WEH11038 ***** TOTAL: _____						

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GENERAL INFORMATION

Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State on behalf of the West Virginia Department of Health and Human Resources, Bureau of Behavioral Health and Health Facilities "Agency" is soliciting Quotations to purchase one (1) new 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 colonoscope 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 for Welch Community Hospital.

Project:

The mission or purpose of the project is to purchase one (1) new 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 colonoscope 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 for Welch Community Hospital.

OPERATING ENVIRONMENT

Location:

Agency is located at Welch Community Hospital, 454 McDowell Street, Welch, WV 24801.

Background:

Welch Community Hospital is a 124 bed hospital, 59 of which are Long Term care beds. Acute care beds include: 8 Intensive care beds; 2 pediatric beds; 10 obstetrical beds and 45 medical/surgical beds. The hospital serves several counties in southern West Virginia, including McDowell, Wyoming and Mingo with a total market population of about 83,000.

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 at least 1.2x and up to 2.0x.
 - D. Must have HD/SD serial digital interface.
 - E. Must have digital to digital video recording capabilities.

- 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.

- 3. 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 included).

- 4. 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

- 5. 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-flexible portional diameter of at least 12.8mm.
 - E. Must have wide-angle view minimum 140 degree, up to 180 degree.
 - F. Must be at least 12.8 mm diameter.

- G. Must have at least 3.7mm channel.
- H. Must have at least 170 degree field of view.
- I. Must have at least 168 cm working length.
- J. Must have angulation of at least 180 degrees/180 degrees (up/down) and at least 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.

6. 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 flexible portional diameter of at least 12.8mm
- E. Must be at least 9.8 mm diameter.
- F. Must have at least 2.8 mm channel.
- G. Must have at least 140 degree field of view.
- H. Must have at least 103 cm working length .
- I. Must have angulation of at least 210 degree/90 degrees (up/down).
- J. Must be able to move at least 100 degrees/100degrees (right/left).
- K. Must include biopsy forceps FB-220K (2pcs.) or equal.
- L. Must include mouthpiece MB-142 (2pcs.) or equal.

7. Delivery, Installation, and In-service Training

- A. Delivery shall be within Thirty (30) days after receipt of the approved purchase order. Vendor must furnish, deliver, setup and install the equipment and provide One day basic 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.

8. 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.

9. Warranty:

Equipment valued over \$1000.00 must have pricing for One (1) year warranty. Items valued under \$1000.00 ea, ie... cables, etc. will be sufficient with manufacturer 90 day warranty.

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.

**WEH11038
COST PROPOSAL**

Description	Amount
1. Olympus CV-180 Evis Exera II video system center or equal.	\$ _____
2. Olympus CLV-180 Evis Exera II Xenon light source or equal.	\$ _____
3. OEP-4 Olympus High Definition (HD) color printer or equal.	\$ _____
4. OEV-191H 19 inch high definition LCD screen.	\$ _____
5. Olympus PCF type H180AL/I Evis Exera II video colonoscope or equal.	\$ _____
6. Olympus GIF-H180 Evis Exera II video gastroscope or equal.	\$ _____
7. MAJ-884 printer cable set or equal	\$ _____
8. Delivery & Set up Fee.	\$ _____
9. In-service Training Fee.	\$ _____
10. Year 1/Warranty/Maint Full-Service endoscopy Repair Contract.	\$ _____
Total	A. \$ _____

Description	Estimated Annual Annual Usage	Price Per Package		Estimated Annual Cost
11. Color printing pack. (200 sheets picture paper & 1 color printer cartridge pack)	<u>10</u>	\$ _____	B.	\$ _____
Grand Total			A+B	\$ _____

NO Bid

NO Bid

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

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.

**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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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 of this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).