

CHARLESTON WV

1266 GREENBRIER ST

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

25311

RADON MEDICAL IMAGING CORP WV

304-343-8933

Request for Quotation

REQ NUMBER
WEH11138

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET WELCH, WV 24801 304

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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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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE



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REQUEST FOR QUOTATION

STATE OF WEST VIRGINIA

Department of Health and Human Resources
Welch Community Hospital
RFQ #WEH11138

GENERAL INFORMATION

Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital, "Agency" is soliciting Quotations to provide a service support agreement on radiology equipment for Welch Community Hospital.

Project:

The mission or purpose of this project is to provide a service support agreement on equipment for the Radiology Department at Welch Community Hospital.

Schedule of Events:

Release of the RFQ	03/11/2011
Vendor's Written Questions Submission Deadline	03/22/2011
Bid Opening Date	04/07/2011

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 the counties of McDowell, Wyoming and Mingo with a total market population of about 83,000.

The following numbers represent the typical utilization encountered by the service area of Welch Community Hospital for the 2010 fiscal year:

Volume of Patient Services:

9,490 Emergency Room patients
1,093 Observation visits
17,850 Clinic patients
302 Surgeries
60 Deliveries
659,556 Laboratory Tests
13,428 Radiology Diagnostic
3,376 CAT Scans
1,177 Ultrasound
574 Mammographies
774 Admissions
20,591 Respiratory Tests
3,356 Electrocardiograms

Outpatient Services Provided Are:

Primary Care and Family Practice in a Certified Rural Health Setting
Pediatric Clinic
Newborn Care
Internal Medicine
Surgery
Emergency Room Services
Radiology Services Including:

Diagnostic

CAT Scan

Ultrasound

Mammography

MRI

EKG, Cardiac Doppler Studies, Stress Testing and Respiratory Therapy Services Laboratory Services

PROCUREMENT SPECIFICATIONS

General Requirements

The mission/purpose of this project is to provide a service/support agreement for Radiology equipment. Agreement is to include on-site equipment corrective maintenance, scheduled preventative maintenance (PM's) which are factory recommended. This must include labor and travel and exclude repair parts (which the hospital will purchase separately as needed).

Welch Community Hospital desires a Vendor with a proven track record for the providing necessary supplies and maintaining of equipment. Vendor must have provided such services for at least three (3) years.

Vendor shall provide references of at least three (3) clients from whom the vendor has utilized these services.

Scope of Work:

The vendor is to quote providing of service support for radiology equipment at Welch Community Hospital, more specifically, vendor shall include, but not be limited to the following requirements:

- 1. Vendor shall provide routine coverage from 8:00 a.m. to 5:00 p.m. (excluding holidays).
- 2. Vendor shall have the ability if needed, to provide on site corrective maintenance after hours, weekends, and holidays as needed.
- 3. The vendor must ensure that a local engineer/technician is available to provide on site service within 2 hours of receiving a service call.
- 4. Vendor shall provide technical support via phone 24 hours per day 7 days per week.
- 5. The vendor must complete PM's on a monthly and/or bi-annual basis for the specified Radiology equipment as recommended by the manufacturer.
- 6. From time-to-time additional work is required that is not covered under the terms of this maintenance contract. Should this be required the contractor agrees to provide corrective maintenance at the hourly rate as indicated on cost sheet. Materials will be provided with a predetermined mark-up also indicated on cost sheet. (Not to exceed 10 %.) Though there is no guarantee that "non-preventative maintenance" work will be required, as a basis for providing this bid, the vendor may assume that a total of seventy-five (75) hours will be used, along with materials costing an estimated \$3,000.

- 7. The vendor must provide the hospital with copies of all maintenance service reports and other documents that describe the actual maintenance work performed on each item on equipment list.
 - If maintenance if needed after normal business hours from <u>5:00 p.m.</u> to <u>8:00 am</u> or on holidays, the hourly rate will be indicated on cost sheet attached.
- 8. Services provided shall meet JCAHO compliance.
- 9. Hospital will notify vendor in advance if new equipment (equipment that may be purchased after the date of the contract and added only after new equipment warranty has been exhausted) is to be added to the equipment list. Pricing of any equipment added will be of mutual agreement between the vendor and the hospital via change orders and proper documentation of such.
- 10. Equipment deleted from service agreement prior to the expiration of agreement will be removed by mutual agreement by vendor and hospital, and the contract amount will be reduced by the amount allotted for the equipment, prorated from the date of removal.
- 11. If it is determined that a piece of equipment has reached the end of it's service life, the vendor must notify the hospital in writing at which time it will be determined and mutually agreed upon if the piece of equipment will be maintained and repaired on a time and material basis.
- 12. Vendor must have Worker's compensation insurance and general liability, since they are working on-site.
- 13. Payment will be made to the vendor on a monthly basis, in arrears for service.
- 14. Contract will be awarded to the successful bidder based on the grand total of all costs combined.
- 15. Successful bidder must be a registered bidder with the WV State Purchasing Division and the Secretary of States Offices, and any other entity that is required by West Virginia State Code including but not limited to section 21-11-2.

Radiology Department Equipment List

Location: Radiology Department

- 1. Marconi R/F System, Vector*
- 2. G.E. AMX 4 mobile X-Ray Unit
- 3. Kodak 941OP Link Print Server
- 4. MTX Elite Radiographic, Fluro, General
- 5. Lightspeed Radiographic, Scanner, Ct System
- 6. Vector 80 (a) Radiographic, Fluro, General
- 7. Logiq 3 Scanner, Ultrasound System
- 8. Senographe 2000D Radiographic, mammo
- 9. Logiq 5 Scanner, Ultrasound system
- 10. Dual Shot Alpha, Contrast injector
- 11. AMX 4+ Radiographic, Mobile

Radiology Department (* equipment configuration attached)

Payment will be made to the vendor on a monthly basis, in arrears for service.

Estima Item #	nted ! Quar	ntity Description:	Monthly Cost	Annual Cost
1.	1 ea.	Marconi R/F System, Vector (without tube coverage)*	\$ <u>800 ≌</u>	\$ 9,600 °C
2.	1 ea.	G.E. AMX 4 Mobile X-ray Unit	\$ <u>350 °</u>	\$ 4200 °C
3.	1 ea.	MTX Elite Radiographic, Fluro, General	\$ 700 00	\$ <u>8,400°°</u>
4.	1 ea.	Lightspeed radiographic, Scanner, CT	\$ <u>5250</u>	\$ <u>63,000</u> °
5.	1 ea.	Vector 80 (A) Radiographic Fluro, General	\$ 800 ==	\$ 9,6000
6.	1 ea.	AMX4+ Radiographic, Mobile	\$ 350°	\$ 4,200 00
7.	1 ea.	Logiq 3 Scanner, Ultrasound System	\$ 730°	\$ 8,760°
8.	1 ea.	Kodak 9410P Link Print Server	\$ 120 00	\$ <u>1440°</u>
9.	1 ea.	Senographe 2000D Radiographic, Mammo	\$ 1,167	\$ 14,004 =
10.	1 ea.	Logiq 5 Scanner, Ultrasound	\$ <u>700</u> ∞	\$ 8,400 =
11.	1 ea.	Dual Shot Alpha, Contrast Injector	\$ 180 °	\$ 216000
	For ev	aluation purposes only		
	Costs:		Hourly	Annual
12.	Mainter This is a will be p	s. Estimated Technician Rate for corrective nance Work, for evaluation purposes only. In estimate only and actual hours needed at the facility provided by the successful bidder, whether it be more or his hourly rate will remain firm for the life of the contract.	Rate: \$ <u>215</u> <u>∞</u>	\$ 16,125

For evaluation purposes only:

Annual Parts

\$3,000 X Parts shall be provided at cost 10 % mark-up= 13. (Not to exceed 10%)

Cost Estimate: \$ 3300 &

WEH11138 - Service Support/Radiology Equipment

14. Rates for after normal business hours = $$215^{\circ \circ}$$ Weekends= $$215^{\circ \circ}$$ Holidays= $$215^{\circ \circ}$$

All Annual Cost Grand Total \$ 133, 764

RFQ No. WEH (1138)

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 exceed 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: RAdON Medical Imaging Corporation -WV
Authorized Signature:
State of West Virginia
County of KANAWHA , to-wit:
Taken, subscribed, and sworn to before me this /4 day of MAYCH , 2011.
My Commission expires 03 31 , 20 13.
AFFIX SEAL HERE OFFICIAL SEAL NOTARY PUBLIC NOTARY PUBLIC
STATE OF WEST VIRGINIA BRIAN L. FURKEY AND STATE OF WEST VIRGINIA

RIPLEY, WV 25271
My commission expires March 31, 2013

Rev. 09/08

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.

Division will make the determination of the resident vehicle Freierence, if applicable.
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 ,
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,
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,
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,
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, fo 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: RADON Medical Imaging Corpusting Signed: Signed:

Title:

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