



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

Solicitation

NUMBER
WEH13094

PAGE
1

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

VENDOR

Richard Wolf
 Attention: John Wehn
 111 Bremen Lane
 McMurray, PA 15317

SHIP TO

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

DATE PRINTED
02/07/2013

BID OPENING DATE: 03/07/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		493-99 OLYMPUS ITEM #CV-180: EVIS EXERA II VIDEO SYSTEM OR		
0002	1	EA		493-99 OLYMPUS ITEM #CLV-180: EVIS EXERA II HIGH INTENSITY		
0003	1	EA		493-99 OLYMPUS ITEM #OEP-4: OLYMPUS HD COLOR PRINTER OR		
0004	1	EA		493-99 OLYMPUS ITEM #OEV-261H: OLYMPUS 26" FULL HD LCD		
0005	1	EA		493-99 OLYMPUS ITEM #OTV-S7ROH-HD-12E: VISERA PRO		

03/05/13 09:16:49 AM
West Virginia Purchasing Division

SIGNATURE <i>[Signature]</i>	TELEPHONE 412-980-8218	DATE 3-4-13
TITLE Principal	FEIN 36-2732789	ADDRESS CHANGES TO BE NOTED ABOVE

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



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RFQ COPY
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0006	1	EA		493-99		
				OLYMPUS ITEM #WA03210A: LIGHT GUIDE NO	LESS THAN 4	
0007	1	EA		493-99		
				OLYMPUS ITEM #K10021769: WM-NP2 WORKSTATION GI CO2,		
0008	1	EA		493-99		
				OLYMPUS ITEM #UHI-3 HIGH FLOW INSUFFLATOR OR EQUAL		
0009	1	EA		493-99		
				OLYMPUS ITEM #MAJ-884 PRINTER CABLE SET A: OR EQUAL		
0010	1	EA		493-99		
				OLYMPUS ITEM #55556L25-1: 25 FOOT BNC CABLE OR EQUAL		

SIGNATURE <i>[Signature]</i>	TELEPHONE 412-980-8955	DATE 3-4-13
TITLE Principal	FEIN 36-2732789	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0011	1	EA		493-99		
				PC CARD ADAPTER SET /1GB CF CARD OR EQUAL		
0012	1	JB		962-46		
				INSTALLATION		
0013	1	EA		493-99		
				MANUAL/CD'S		
0014	1	EA		493-99		
				WARRANTY		
0015	1	JB		962-24		
				DELIVERY		

SIGNATURE	TELEPHONE 724-941-4492	DATE 3-4-13
TITLE <i>Principal</i>	FEIN 36-2732789	ADDRESS CHANGES TO BE NOTED ABOVE

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 WELCH, WV
 24801 304-436-8710

DATE PRINTED
02/07/2013
BID OPENING DATE:
03/07/2013

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0016	1	JB		924-35		
IN-SERVICE TRAINING						
<p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p>						
***** THIS IS THE END OF RFQ WEH13094 ***** TOTAL:						

SIGNATURE <i>[Signature]</i>	TELEPHONE 412-980-8958	DATE 3-4-13
TITLE Principal	FEIN 36-2732789	ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

| A pre-bid meeting will not be held prior to bid opening.

| A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

| A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline:

Submit Questions to:

 Fax:
 Email:

- 5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID
 BUYER: ~~WEH 13094~~ ROBERTA WABNER
 SOLICITATION NO.: WEH 13094
 BID OPENING DATE: 3/7/2013
 BID OPENING TIME: 1:30 PM
 FAX NUMBER: 724-941-9346

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: | | Technical
 | | Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

3/7/2013 at 1:30 pm

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

| **Term Contract**

Initial Contract Term: This Contract becomes effective on

and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- | **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- | **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- | **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - | **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - | **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - | **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- | **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

| | **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of []. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

| | **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

| | **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

| ✓ | **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| | **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

| | **Commercial General Liability Insurance:**
[] or more.

| | **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- | | **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

for .

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- [| Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- | | Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total

contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR QUOTATION
WEH13094 Laparoscopy System

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources/West Virginia Bureau for Behavioral Health and Health Facilities/Welch Community Hospital to establish a contract for the one time purchase of a certified pre-owned or demo laparoscopic system with a manufactured date within 2012.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means one (1) Olympus Item #CV-180:,EVIS EXERA II video system center or equal, one (1) Olympus Item #CLV-180: EVIS EXERA II high intensity 300W xenon light source or equal, one (1) Olympus Item #OEP-4: Olympus HD color printer or equal, one (1) Olympus Item #OEV-261H: Olympus 26” full HD LCD Monitor or equal, one (1) Olympus Item #OTV-S7PROH-HD-12E: Visera Pro High-Definition, autoclavable camera head, 1.2X, eye-piece type or equal, one (1) Olympus Item #WA03210A: Light guide no less than 4 millimeter (mm) no greater than 7 millimeter (mm) x 3 meter (m) autoclavable without condenser or equal, one (1) Olympus Item #K10021769: WM-NP2 workstation GI CO2, standard set or equal, one (1) Olympus Item #High flow insufflator 35 L or equal, one (1) Olympus Item #MAJ-884 Printer cable Set A: Connects CV-160/180 with Mavigraph containing RS-232C terminal; Includes MH-984 RGB cable, MH-995 remote cable for RS-232C terminal, MB-677 BNC cable or equal, one (1) Olympus Item #55556L25-1: 25 foot BNC cable, and one (1) Olympus Item #N3808200: PC Card adapter set w/1GB CF Card or equal by Welch Community Hospital.

 - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.

 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as WEH13094.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 One (1) Olympus Item #CV-180:,EVIS EXERA II video system center or equal.

REQUEST FOR QUOTATION
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- 3.1.1.1 Must be equipped with high-resolution high definition television (HDTV) and Narrow Band Imaging (NBI) capabilities.
- 3.1.1.2 Must have at least two (2) types of structure enhancement. One (1) for larger mucosal structures with high contrast and one (1) for smaller structures, such as capillaries.
- 3.1.1.3 Must have electronic magnification that enlarges moving images at the touch of a button on the scope and on the keyboard.
- 3.1.1.4 Must have High Definition (HD)/Secure Digital (SD) serial digital interface (SDI) output for high-quality video image transfer.
- 3.1.1.5 Must have digital-to-digital recording of both the still and moving images.
- 3.1.1.6 Must have automatic Iris that eliminates the need for switching between peak and average.
- 3.1.1.7 Must have convenient index display for documentation.
- 3.1.1.8 Must have picture-in-picture display for different combination of images.
- 3.1.1.9 Must have HDTV signal output.
- 3.1.1.10 Must have SDTV signal output.
- 3.1.1.11 Must have white balance adjustment.
- 3.1.1.12 Must have color tone adjustment.
- 3.1.1.13 Must have automatic gain control (AGC).
- 3.1.1.14 Must have image enhancement setting.
- 3.1.1.15 Must have switching for enhancement modes.

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- 3.1.1.16 Must have image size selection.
- 3.1.1.17 Must have image “freeze” capability.
- 3.1.1.18 Must have ability to control ancillary equipment from the front panel, keyboard, and endoscopes remote switches
- 3.1.1.19 Must have ability to display patient data on monitor by keyboard.
- 3.1.1.20 Must have ability to perform advance registration of patient data of at least 40 patients.
- 3.1.1.21 Must have personal computer (PC) card capability.
- 3.1.1.22 Must have ability to memorize select settings
- 3.1.2 One (1) Olympus Item #CLV-180: EVIS EXERA II high intensity 300W xenon light source or equal.
 - 3.1.2.1 Must be equipped with specially coated filters for Narrow Band Imaging (NBI).
 - 3.1.2.2 Must have lamp that can be turned on/off without turning off the equipment.
 - 3.1.2.3 Must automatically adjust light intensity to achieve ideal illumination for observation of the gastrointestinal tract.
 - 3.1.2.4 Must have at least 300 watt (w) lamp.
 - 3.1.2.5 Must have backlit front panel indicators and controls to improve operability.
 - 3.1.2.6 Must have automatic brightness control.
 - 3.1.2.7 Must have air feeding pump with pressure switching at four (4) levels (off, low, mid, and high).

REQUEST FOR QUOTATION
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- 3.1.2.8 Must have water feeding with air pressurization or detachable water container.
- 3.1.2.9 Must have indicators on front panel that reports absence of emergency lamp, disconnection and use of emergency lamp.
- 3.1.2.10 Must have indicators on front panel that indicates normal observation and when under NBI observation. correct
- 3.1.2.11 Must have indicator on control panel that indicates if a special filter is installed in the light source.
- 3.1.2.12 Must leave memory settings even when the light source is off.
- 3.1.2.13 Must have examination lamp.
- 3.1.2.14 Must have ignition method with switching regulator.
- 3.1.2.15 Must have brightness adjustment.
- 3.1.2.16 Must have forced-air cooling.
- 3.1.2.17 Must have color conversion capability.
- 3.1.2.18 Must have emergency lamp.
- 3.1.2.19 Must have a voltage (v) of 120.
- 3.1.2.20 Voltage (v) fluctuation Must be within +/- ten (10) percent (%).
- 3.1.2.21 Must have frequency of 50/60 hertz (Hz).
- 3.1.2.22 Frequency fluctuation must be within +/- one Hz.

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- 3.1.3 One (1) Olympus Item #OEP-4: Olympus HD color printer or equal.
- 3.1.4 One (1) Olympus Item #OEV-261H: Olympus 26" full HD LCD Monitor or equal.
- 3.1.5 One (1) Olympus Item #OTV-S7PROH-HD-12E: Visera Pro High-Definition, autoclavable camera head, 1.2X, eye-piece type or equal.
- 3.1.6 One (1) Olympus Item #WA03210A: Light guide at least 4 mm no greater than 7mm x 3 m autoclavable without condenser or equal.
- 3.1.7 One (1) Olympus Item #K10021769: WM-NP2 workstation GI CO2, standard set or equal.
- 3.1.8 One (1) Olympus Item #UHI-3: High flow insufflator 35 L or 40 L or equal.
- 3.1.9 One (1) Olympus Item #MAJ-884 Printer cable Set A: Connects CV-160/180 with Mavigraph containing RS-232C terminal; Includes MH-984 RGB cable, MH-995 remote cable for RS-232C terminal, MB-677 BNC cable or equal.
- 3.1.10 One (1) Olympus Item #55556L25-1: 25 foot BNC cable or equal.
- 3.1.11 One (1) Olympus Item #N3808200: PC Card adapter set w/1GB CF Card or equal.
- 3.1.12 Installation.
 - 3.1.12.1 Must include all hardware necessary for installation, (cords and cables). Vendor shall install within ten (10) days after receiving a purchase order or notice to proceed.

3.1.13 Must include manual/CDs for trouble shooting equipment problems. Must have ability to buy parts for repair from bid winner.

3.1.14 Warranty.

3.1.14.1 Equipment valued over \$1,000.00 must have pricing for one (1) year warranty. Items valued under \$1,000.00 will be sufficient with manufacturer ninety (90) day Warranty.

3.1.15 Delivery.

3.1.15.1 Vendor shall deliver within ten (10) days after receiving a purchase order or notice to proceed.

3.1.15.2 Must include all hardware necessary for installation, (cords and cables).

3.1.16 In-Service Training

3.1.16.1 Vendor shall provide in-house staff training and education of equipment for up to fifteen (15) users to include all surgical personnel including surgeons, nurses, and central sterile on use, cleaning, and care of the product within ten (10) days after receiving a purchase order or notice to proceed.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by inserting a purchase price for the desired items. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within ten (10) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at Welch Community Hospital, 454 McDowell Street, Welch, WV 24801.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall

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be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

Description/Equipment	Quantity	Cost Per Unit	Total Cost
1. Olympus Item #CV-180;EVIS EXERA II video system center or equal	1		
2. Olympus Item #CLV-180: EVIS EXERA II high intensity 300W xenon light source or equal	1		
3. Olympus Item #OEP-4: Olympus HD color printer or equal	1		
4. Olympus Item #OEV-261H: Olympus 26" full HD LCD Monitor or equal	1		
5. Olympus Item #OTV-S7PROH-HD-12E: Visera Pro High-Definition, autoclavable camera head, 1.2X, eye-piece type or equal,	1		
6. Olympus Item #WA03210A: Light guide no less than 4 millimeter (mm) no greater than 7 millimeter (mm) x 3 meter (m) autoclavable without condenser or equal	1		
7. Olympus Item #K10021769: WM-NP2 workstation GI CO2, standard set or equal	1		
8. Olympus Item # UHI-3: High flow insufflator 35 L or equal	1		
9. Olympus Item #MAJ-884 Printer cable Set A: or equal	1		
10. Olympus Item #55556L25-1: 25 foot BNC cable or equal	1		
11. PC Card adapter set w/1GB CF Card or equal	1		
12. Installation	1		
13. Manual/CDs	1		
14. Warranty	1		
15. Delivery	1		
16. In-service and Training	1		
Total			

Evaluation and Award Criteria: Contract shall be awarded to the Vendor that provides the Desired Items meeting the required specifications for the lowest overall total cost.

RICHARD WOLF
Vendor Name (Printed)

353 CORPORATE WOODS PARKWAY
VERNON HILLS, IL 60061
Purchase Order Address

Vendor Remit-To Address: 353 CORPORATE WOODS PARKWAY
JOHN J. WEIN VERNON HILLS, IL 60061
Vendor Authorized Representative (Printed) Signature

Date 3-4-13

412-984-8958 724-941-9346
Telephone Fax

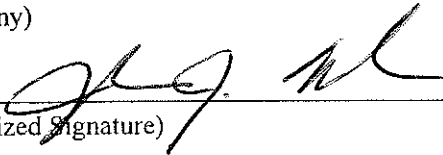
jjw@wehnever.com
E-mail

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

RICHARD WOLF

(Company)



(Authorized Signature)

JOHN J. WERN, PRINCIPAL

(Representative Name, Title)

412-980-8958 724-941-9346

(Phone Number)

(Fax Number)

3-14-13

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WSH13094

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

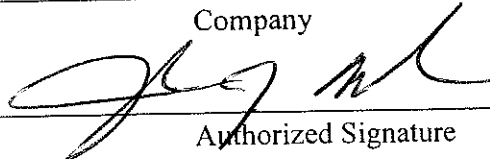
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

RICHARD WOLF
Company

Authorized Signature
3-4-13
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



353 Corporate Woods Parkway
 Vernon Hills, IL 60061
 Phone: (800) 323 - 9653
 Fax: (847) 913 - 1488

John Wehn
 111 Bremen Lane
 McMurray, PA 15317
 Phone: 412-980-8958
 Fax: 724-941-9346
 Email: jjw@wehnever.com

Price
Quote

WelchHDVideoQuote3-4-

Account ID: 49390700-000	P.O. #: _____
WELCH EMERGENCY HOSPITAL	Contact: DEBBIE ALTIZER
454 MCDOWELL STREET	Phone: 304-436-8830
	Fax: 304-436-6380
WELCH, WV 24801	Email: deborah.l.altizer@wv.gov

Terms: Net 30 - FOB Vernon Hills, IL
 Date Quoted: 3/4/2013
 Date Expires: 4/30/2013

Qty	Item	Description	Price	Net	% off List	Extended Net
1	5550.654	CAMERA CCU, HD KIT TO INCLUDE: CAMERA CCU 5550.751, CAMERA HEAD 85550.975,	\$43,260.00	\$10,000.00	76.88 %	\$10,000.00
1	85550.975	CAMERA HEAD, 3CCD HD, AUTOCLAVABLE, INTEGRATED COUPLER,5 FUNCTION ROCK ERSWITCH	\$29,870.00	\$7,000.00	76.57 %	\$7,000.00
1	5132.012	LIGHT SOURCE, 300 W XENON, W/DIALOG FEATURE AND CAN-BUS, INCLUDES: (1) POWER CORD N710154	\$11,330.00	\$3,800.00	66.46 %	\$3,800.00
1	8061.456	CABLE, FIBER LIGHT, 4.5MM, 3M, INCLUDES: WOLF LIGHT SOURCE ADAPTERS 8095.05 &8095.07	\$510.00	\$350.00	31.37 %	\$350.00
1	2236.6011	INSUFFLATOR, CO2, 40 L/MIN, 120V, WITH POWER CORD, ALSO INCLUDES: CO2 HOSE 2026.62;	\$14,323.00	\$8,000.00	44.15 %	\$8,000.00
1	5365.855	USB DIGITAL THERMAL PRINTER, 8" X 12"	\$2,266.00	\$1,800.00	20.56 %	\$1,800.00
1	5365.7361	SONY DIGITAL HD RECORDER KIT, HVO-1000, INCL: 5365.736 DIGITAL HD RECORDER, 5365.7363 MEDICAL GRADE	\$11,325.00	\$9,000.00	20.53 %	\$9,000.00
1	31113.701	GLIDER-OR VIDEO CART WITH ARTICULATING ARM, ISOLATION TRANSFORMER, DUAL CO2 TANK HOLDER AND	\$5,047.00	\$3,000.00	40.56 %	\$3,000.00
1	31113.602	MONITOR ROLL STAND, ADJUSTABLE HEIGHT, VESA 100MM MOUNT, HANDLE INCLUDED FOR MOVING AND	\$1,700.00	\$800.00	52.94 %	\$800.00
2	5371.6266	MONITOR, 26" WITH FREEZE FRAME PICTURE IN PICTURE, AND IMAGE COUNTER, INCLUDE: MONITOR DUST	\$6,900.00	\$3,500.00	49.28 %	\$7,000.00
1	5371.60011	ZERO WIRE KIT, WIRELESS SIGNAL TRANSMISSION, INCLUDES: 1X ZERO WIRE TRANSMITTE R/RECEIVER SET (5371.6004),	\$6,400.00	\$4,160.00	35.00 %	\$4,160.00
Total						\$54,910.00

Does not include applicable taxes and freight charges.



353 Corporate Woods Parkway
Vernon Hills, IL 60061
Phone: (800) 323 - 9653
Fax: (847) 913 - 1488

John Wehn
111 Bremen Lane
McMurray, PA 15317
Phone: 412-980-8958
Fax: 724-941-9346
Email: jjw@wehnever.com

Price
Quote

WelchHDVideoQuote3-4-

Account ID: 49390700-000
WELCH EMERGENCY HOSPITAL
454 MCDOWELL STREET

P.O. #: _____

Contact: DEBBIE ALTIZER
Phone: 304-436-8830
Fax: 304-436-6380
Email: deborah.l.altizer@wv.gov

WELCH, WV 24801

Terms: Net 30 - FOB Vernon Hills, IL
Date Quoted: 3/4/2013
Date Expires: 4/30/2013

Comments:

Authorized Signature _____ Printed Name _____

Title _____ Date _____

11 Technical data

Camera head	for Camera controller	autoclavable (camera head)
85550.913	5550.751	yes
85550.975		


Classification of applied part	BF
Degree of protection against the ingress of liquids	IP X7
Weight of camera head	0.230 kg (0.505 lbs)
Weight with camera cable	0.460 kg (1.1 lbs)
Dimensions of camera head	dia. locking mechanism approx. 47 mm housing of camera head, w x h approx. 38 x 50 mm length with strain relief approx. 130 mm strain relief 25°
Length of camera cable	approx. 3.0 m
Integrated lens with locking mechanism	f = 13.0 mm (85550.913) f = 18.5 mm (85550.975)

12 Spare parts and accessories

Product no.	Designation
15135.248	Protection cap for locking mechanism
	♦ further accessories on request

13 Operating, storage and transport and shipping conditions

Operating conditions	+10°C to +40°C , 30% to 75% rel. humidity, atmospheric pressure 700 hPa to 1060 hPa
Storage, transport and shipping conditions	- 20°C to +60°C , 30% to 90% rel. humidity, atmospheric pressure 700 hPa to 1060 hPa

 **NOTE!**
To prevent damage during transport or shipment of the products we recommend using the original packaging material.

13.1 Disposal of product, packaging material and accessories

For the disposal observe the regulations and laws valid in your country.
♦ For further information please contact the manufacturer.

8.2 Technical Data

Product no.	Voltage V ~	Frequency Hz	Power consumption VA	Current rating A	Fuse A
5132.002	100 - 240	50 / 60	700	6.0 - 2.8	T 6.3 H / 250V
5132.012 (USA)	100 - 240	50 / 60	700	6.0 - 2.8	T 6.3 H / 250V

Electromagnetic compatibility (EMC) in acc. with	IEC / EN 60601-1-2
Medical Devices Directive 93/42/EEC	Class I
Protection class in acc. with IEC / EN 60601-1; (UL 60601-1 / CSA C22.2 No.601.1 - for USA)	I
Protection against electric shock	Type CF applied part
Noise level	50 dB(A)
Duty cycle	Continuous operation
Degree of protection against the ingress of liquid	IP 20 (Not protected)
Degree of protection when flammable gasses are present	This device is not protected against explosions (Do not operate this device in areas where explosive substances are present)
Weight	10.0 kg (22.0 lbs)
Dimensions WxHxD	332 mm x 155 mm x 380 mm

8.2.1 Technical data of Xenon lamp

Model / type	Xenon short-arc lamp, 300W
Color temperature	6000 K
Service life	500 h

8.2.2 Interfaces

Video control	Input, output FBAS (composite): 1 x BNC each
CAN BUS input	Sub-D socket, 9-pin
CAN BUS output	Sub-D socket, 9-pin

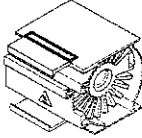

8.3 Operating, storage, transport and shipping conditions

Operating conditions	+ 10°C to + 40°C , 30% to 75% rel. humidity, atmospheric pressure 700 hPa to 1060 hPa
Storage, transport and shipping conditions	- 20°C to + 60°C , 10% to 90% rel. humidity, atmospheric pressure 700 hPa to 1060 hPa

☞ **NOTE!**
To prevent damage during the transport or shipment of the products we recommend using the original packaging material.

☞ **IMPORTANT!**
When shipping the lamp module, the **original packaging must** be used because the lamp is pressurized. Danger of explosion!

8.4 Spare parts and Accessories

Illustration	Units	Product no.	Designation
	1	2431.121	Lamp module with Xenon lamp, 300W (new)
	1	2431.122	Exchange module with Xenon lamp, 300W When sending in the used module: new lamp
	1	2412.117	Xenon lamp 300W without lamp module
	1	64268.010	Device fuse T 6.3 H / 250V (10/pkg)
	1	N610041	Device fuse T 6.3A / 250V - USA
	1	2440.03	Power cable (Europe), 3.0 m
	1	N710006	Power cable (USA), 8.0 ft
	1	103.701	CAN BUS connection cable, 0.5 m long
	1	5590.989	CAN BUS termination
	1	8061.16	Flexible light cable dia. 1.6 mm, length 1.8 m
	1	8061.253	Flexible light cable dia. 2.5 mm, length 2.3 m
	1	8061.353	Flexible light cable dia. 3.5 mm, length 2.3 m
	1	8061.453	Flexible light cable dia. 4.5 mm, length 2.3 m
	1	8063.353	Highly temperature-resistant light cable dia. 3.5 mm, length 2.3 m
◆ Further accessories on request			

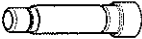





10 Technical data and order data

PRODUCT NO	DESIGNATION, TECHNICAL DATA Fiber bundle diameter = Ø working length = WL	ADAPTER FOR LIGHT CABLE						
		projector end			endoscope end			
		(A ₁)	(A ₂)	(A ₃)	(B ₁)	(B ₂)	(C ₁)	(C ₂)
		8095.07	8096.631	8083.10	8095.05	8095.90	809506	809509
4070.253	Fluid light cable, complete; dia. Ø = 3.0 mm; WL = 2.3 m	●	○	○	●	○	○	○
8061.16	Fiber light cable, complete; dia. Ø = 1.6 mm; WL = 1.8 m	●	○	○	○	●	○	●
8061.25	Fiber light cable, complete; dia. Ø = 2.5 mm; WL = 1.8 m	●	○	○	●	○	●	○
8061.253	Fiber light cable, complete; dia. Ø = 2.5 mm; WL = 2.3 m	●	○	○	●	○	●	○
8061.256	Fiber light cable, complete; dia. Ø = 2.5 mm; WL = 3.0 m	●	○	○	●	○	●	○
8061.35	Fiber light cable, complete; dia. Ø = 3.5 mm; WL = 1.8 m	●	○	○	●	○	●	○
8061.353	Fiber light cable, complete; dia. Ø = 3.5 mm; WL = 2.3 m	●	○	○	●	○	●	○
8061.356	Fiber light cable, complete; dia. Ø = 3.5 mm; WL = 3.0 m	●	○	○	●	○	●	○
8061.453	Fiber light cable, complete; dia. Ø = 4.5 mm; WL = 2.3 m	●	○	○	●	○	●	○
8061.456	Fiber light cable, complete; dia. Ø = 4.5 mm; WL = 3.0 m	●	○	○	●	○	●	○
8061.853	Fiber light cable, complete; dia. Ø = 4.5 mm; WL = 2.3 m	●	○	○	●	○	●	○
8061.933	Fiber light cable, complete; dia. Ø = 3.5 mm; WL = 2.3 m	●	○	○	●	○	●	○
8062.35	Double fiber light cable, complete; Ø = 2x3.5 mm; WL = 1.8 m	●	○	○	●	○	●	○
8062.251	Fiber light cable, complete; dia. Ø = 2.5 mm; WL = 2.3 m	●	○	○	●	○	●	○
8062.351	Fiber light cable, complete; dia. Ø = 3.5 mm; WL = 2.3 m	●	○	○	●	○	●	○
8062.451	Fiber light cable, complete; dia. Ø = 4.5 mm; WL = 2.3 m	●	○	○	●	○	●	○
8063.353	Fiber light cable, complete; high-temperature resistant; dia. Ø = 3.5 mm; WL = 2.3 m	○	●	○	●	○	○	○

Legend: ● = combination possible ○ = combination not possible

The products can be combined as required provided the relevant technical data and intended uses are observed. For the general overview, please refer to the latest catalog sheets, brochures or contact Richard Wolf or your representative.

11 Spare parts

ILLUSTRATION	PRODUCT NO.	DESIGNATION
		ADAPTER FOR LIGHT CABLE
	8095.07	on projector end (A ₁)
	8096.631	on projector end (A ₂) only for 8063.353
	8083.10	on projector end (A ₃) only for 8077.xxx
	8095.05	on endoscope end (B ₁)
	8095.90	on endoscope end (B ₂) only for fiber light cable dia. Ø = 1.6 mm
	809506	on endoscope end (C ₁) quick-release coupling (ring-operated), long version
	809509	on endoscope end (C ₂) quick-release coupling (ring-operated), short version only for fiber bundle dia. Ø = 1.6 mm
	9500.116	ASSEMBLY WRENCH FOR 8070.00

12 Operating, storage, transport and shipping conditions

Operating conditions:	+10°C to +40°C, 30% to 75% rel. Humidity, atmospheric pressure 700 hPa to 1060 hPa
Storage, transport and shipping conditions: Fiber light cable	-20°C to +60°C, 10% to 90% rel. Humidity, atmospheric pressure 700 hPa to 1060 hPa
Storage, transport and shipping conditions: Fluid light cable	-5°C to +35°C, 30% to 100% rel. Humidity, atmospheric pressure 700 hPa to 1060 hPa

 **NOTE!**

To prevent damage during transport or shipment of the products we recommend using the original packaging material.

12.1 Disposal of product, packaging material and accessories

For the disposal observe the laws and regulations valid in your country.

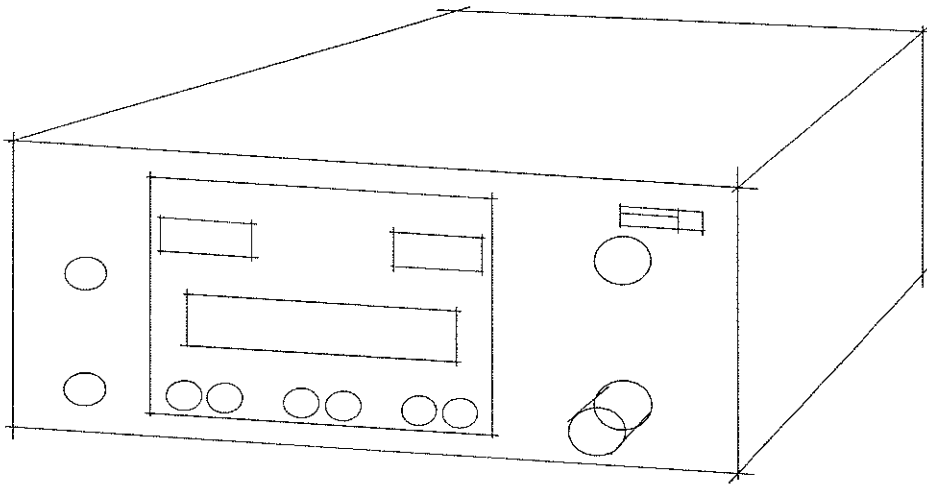
◆ For further information please contact the manufacturer.

Instruction Manual

EN

Manual de Instrucciones

ES



2236

LAPAROSCOPIC CO2 INSUFFLATOR 40 L/min





12 Technical Data

Power connection:	100-240 V AC Mains fuse T 3,15 A Connection for potential equalization
Frequency:	50-60 Hz
Max. power consumption:	with reusable heater tube 145 VA
Max. current consumption:	with reusable heater tube 110 V: 1300 mA 230 V: 600 mA
Classification according to Directive 93/42/EEC:	IIa
Protection class:	I
Protection level:	Type BF
Moisture protection:	IP40
Dimensions:	Width x height x depth 267 x 138 x 410 [mm] / 10.51 x 5.43 x 16.14 [in]
Weight:	approx. ca. 7 kg / 15.43 lb
Operating conditions:	10-40 °C / 50-104 °F 30-75% rel. humidity
Storage and transportation conditions:	-40 to +70 °C / -40 to +158 °F 10-85% rel. humidity 85 to 100% rel. humidity (14 days)
Manufactured and tested according to:	EN 60601-1
EMC:	EN 60601-1-2
Insufflation medium:	Medical CO ₂
Maximum output pressure:	55 mm Hg (1 mm Hg = 1.33 mbar = 133 Pa)
Maximum gas supply pressure:	80 bar/1160 PSI
Minimum gas supply pressure (bottle):	15 bar/218 PSI
Minimum gas supply pressure (house gas):	3.4 bar/50 PSI
Measurement range of gas supply:	0-50 bar/0-725 PSI
Maximum gas flow:	Refer to device data plate located on rear of the device
Pressure range:	1-30 mm Hg
Accuracy of pressure measurement:	5%
Accuracy of gas flow measurement:	5%
Accuracy of volume measurement:	10%
Accuracy of gas supply pressure measurement:	10%
Connections (optional):	Video S-VHS IN/OUT Video CSCC (comp. sgn. color corr.) IN/OUT Video RGB IN/OUT Data input/output Device interface

SONY

4-118-614-11(1)

Digital Color Printer

Instructions for Use

CE

UP-DR80MD

© 2008 Sony Corporation

Specifications

Power requirements

100 to 240 V AC, 50/60 Hz

Input current 3.4 to 1.4 A

Operating temperatures

5 °C to 35 °C (41 °F to 95 °F)

Operating humidity

20% to 80% (no condensation)

Operating pressure

700 hPa to 1,060 hPa

Storage and transport temperature

-20 °C to +60 °C (-4 °F to +140 °F)

Storage and transport humidity

20% to 80% (no condensation)

Storage and transport pressure

700 hPa to 1,060 hPa

Dimensions Approx. 317 × 425 × 207 mm (w × d × h)

Weight Approx. 11.5 kg

Printing system Dye transfer sublimation thermal printing

Thermal head 11.83 dot/mm, 2,560 dots (301 dpi)

Gradations 8-bit (256-level) processing each for yellow, magenta, and cyan

Maximum print size

A4 size: 202 × 287 mm

Letter size: 208 × 269 mm

Picture elements

A4 size: 2,392 dots × 3,400 dots

Letter size: 2,464 dots × 3,192 dots

Printing time Approximately 76 seconds (A4 size)

Approximately 72 seconds (Letter size)

Interface Hi-Speed USB (USB 2.0)

Accessories supplied

Paper holder (pink) (1)

Paper holder (blue) (1)

Cleaning ribbon (1)

USB cable 1-824-211-41 (SONY) (1)

Before Using this Printer (1)

CD-ROM (1)

Software License Agreement (1)

Optional accessories

Ink ribbon/paper roll

Self-Laminating Color Printing Pack
UPC-R80MD

Self-Laminating Color Printing Pack
UPC-R81MD

Design and specifications are subject to change without notice.

Medical Specifications

Protection against electric shock:
Class I

Protection against harmful ingress of
water:
Ordinary

Degree of safety in the presence of a flammable anesthetic mixture with air or with oxygen or nitrous oxide:

Not suitable for use in the presence of a flammable anesthetic mixture with air or with oxygen or nitrous oxide

Mode of operation:

Continuous

Notes

- Always verify that the unit is operating properly before use. SONY WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, COMPENSATION OR REIMBURSEMENT ON ACCOUNT OF FAILURE TO PRINT CONTENT OF ANY TYPE OR LOSS OF DATA DUE TO FAILURE OF THIS UNIT OR ITS PRINTING MEDIA, ASSOCIATED SOFTWARE, EXTERNAL STORAGE, OR OTHER EXTERNAL DEVICE.
- SONY WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, COMPENSATION OR REIMBURSEMENT ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS DUE TO FAILURE OF THIS UNIT, EITHER DURING THE WARRANTY PERIOD OR AFTER EXPIRATION OF THE WARRANTY, OR FOR ANY OTHER REASON WHATSOEVER.

Miscellaneous

About the Self-Laminating Color Printing Pack (UPC-R80MD/R81MD)

Caution

When you dispose of the unit or accessories, you must obey the laws in the relative area or country and the regulations in the relative hospital.

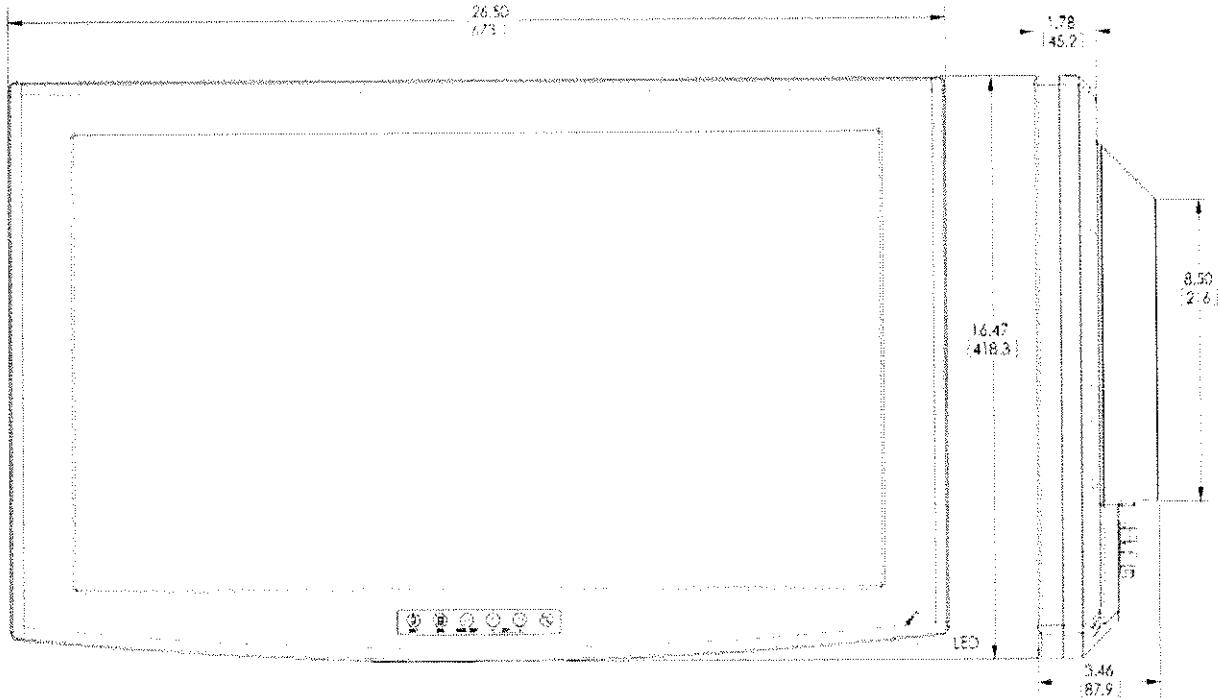
For the customers in Europe

The manufacturer of this product is Sony Corporation, 1-7-1 Konan, Minato-ku, Tokyo, Japan. The Authorized Representative for EMC, Medical devices, and product safety is Sony Deutschland GmbH, Hedelfinger Strasse 61, 70327 Stuttgart, Germany. TEL: (0)711 5858 0 FAX: (0)711 5858 235

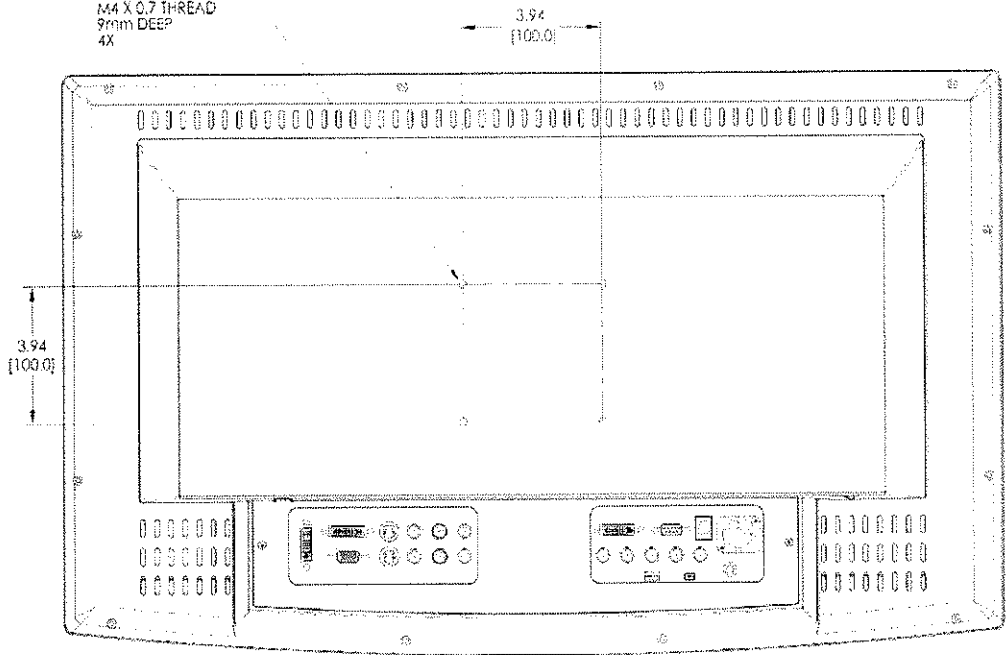
Precautions

- Store unopened paper rolls in a cool dark place.
- Open paper rolls only when ready to use.
- Please refer to the printer's instruction manual about how to load the paper roll.
- Promptly load the paper roll into the tray and place into the printer.
- This paper roll is specifically designed for Sony printers. Do not use with printers from other manufacturers.

Drawi- g a- d Dime- sio- s



MOUNTING HOLES
 M4 X 0.7 THREAD
 9mm DEEP
 4X



Data Connectors and Pin Outs

VGA		
1 RED	6 GND RED	11 N.C.
2 GREEN	7 GND GREEN	12 SDA
3 BLUE	8 GND BLUE	13 HORIZ SYNC
4 N.C.	9 +5 VDC	14 VERT SYNC.
5 GND	10 SYNC GND	15 SCL

S-Video		
Pin	Name	Description
1	GND	Ground (Y)
2	GND	Ground (C)
3	Y	Luminance (Luminance)
4	C	Color (Chrominance)

Serial Control		
Pin	Name	Description
1	NC	No Connection
2	RXD	N/C
3	TXD	Flash Upgrade and Serial Control Tx
4	NC	No Connection
5	GND	Ground
6	NC	No Connection
7	NC	No Connection
8	NC	No Connection
9	RXD	Flash Upgrade and Serial Control Rx

Note: The following cables are available from NDS.
 1. Flash Upgrade Cable order part number: 35Z0009

DVI-I* Digital and Analog			
DVI-I Supports digital and analog (RGBS / YPbPr). Analog data appears on pins 8 and 16-20, C1 through C5. * Compliant with DVI 1.0			
PIN#	SIGNAL	PIN#	SIGNAL
1	T.M.D.S. DATA 2-	16	HOT PLUG DETECT
2	T.M.D.S. DATA 2+	17	T.M.D.S. DATA 0-
3	T.M.D.S. DATA 2/4 SHIELD	18	T.M.D.S. DATA 0+
4	T.M.D.S. DATA 4-	19	T.M.D.S. DATA 0/5 SHIELD
5	T.M.D.S. DATA 4+	20	T.M.D.S. DATA 5-
6	DDC CLOCK	21	T.M.D.S. DATA 5+
7	DDC DATA	22	T.M.D.S. CLOCK SHIELD
8	ANALOG VERT. SYNC DVI 2 Only	23	T.M.D.S. CLOCK+
9	T.M.D.S. DATA 1-	24	T.M.D.S. CLOCK-
10	T.M.D.S. DATA 1+		DVI2 Only
11	T.M.D.S. DATA 1/3 SHIELD	C1	ANALOG RED
12	T.M.D.S. DATA 3-	C2	ANALOG GREEN
13	T.M.D.S. DATA 3+	C3	ANALOG BLUE
14	+5V POWER	C4	ANALOG HORIZ SYNC
15	GND	C5	ANALOG GROUND

Cable Bend Radius



We recommend that the bend radius of metallic cables be no less than 2.5 inches (63 mm) or 7 times the diameter of the cable whichever is greater. The bend radius of Fiber Optic cables should be no less than 10 times the diameter of the cable. Sharper bends may damage the cable and / or degrade the video signal.

GPIO Connector and Pi- Out

General Purpose Input and Output (GPIO)

Swap:

Closing the Swap Pi- to GND swaps the position and size of the Primary and Secondary images. See page 6 for details.

PIP Size:

The size of Secondary image increases each time the PIP Size is connected to GND. See page 6 for details.

Record Indicator:

The Record Indicator is displayed while a contact closure to the GND is present, the indicator is removed when the contact is opened. The Record Indicator is displayed in the motor's top left corner.

GPIO Matrix Connector: RJH 4 pin Telephone Handset Connector		
Pi-	Name	Description
1	Swap	Swap P & S inputs
2	P.S.	PIP Size.
3	R.I.	Record Indicator.
4	GND	Common Ground

Power Connectors and Pi- Outs

HB 24 volt connector			
Pi-	1	2	3
	GND	GND	+ 24 VDC

Specifications

Viewable Diagonal (inches)	26.0
Maximum Luminance (cd/m ² , typical)	800
BT.709 Luminance	500 Stabilized
Native Resolution	1920 x 1080
Dot Pitch (mm)	300
Vertical Viewing Angle	178°
Horizontal Viewing Angle	178°
Contrast Ratio (nominal)	1000:1
VGA Input signal level at 75 Ohms	0.7 V p-p
HD-SDI Input signal level	.8 to 2.0 V p-p
S-Video Input signal level	0.7 V p-p
Composite Input signal level	0.7 V p-p
Sync On Green (SOG)	0.7 V p-p
RGBS Input signal level	0.7 V p-p
RGBS Input Sync Level	0.4 to 4.0 V p-p
DC Power Consumption (nominal) ¹	95W
AC Power Consumption (nominal)	104W ³
Display Weight	18.0 lbs (8.2 kg)
Environmental	
Operating Temperature	0 to 40°C
Operating Humidity (non condensing)	20 to 85%
Storage Temperature	-20 to 50°C
Storage Humidity (non condensing)	5 to 85%

10

Notes:

1. Specifications are subject to change without notice. Contact factory for current specifications.
2. Brightness shown is without a Touch Screen or A/R filter installed.
3. Applies to the **Bridge Power BPM150S24F06 24VDC 150W**

Video and Graphics Inputs	Connector Type
SDI-1, SDI-2	BNC, 75 Ohm terminated
S-video	DIN-4 or BNC x 2 (Y & C), 75 Ohm terminated
RGBS / YPbPr / VGA	DVI -2 or BNC x 5, 75 Ohm terminated
Composite / Sync-Only (SOG)	BNC, 75 Ohm terminated
DVI -1	DVI-D (1920 x 1200 maximum resolution)
DVI -2	DVI-I (1920 x 1080 maximum resolution)
VGA	HD-15 or DVI -I
Outputs	
DVI -1	DVI-D
SDI -1	BNC
S-Video	DIN-4
RGBS / YPbPr	BNC x 5 or DVI -I

Video Formats	Horiz. Freq (kHz)	Interlaced / Progressive	Aspect Ratio	Standard Digital/Analog
Serial Digital and Analog				
576/50i (PAL) SDI, Comp, S-video, RGBS, YPbPr	15.625	Interlaced	4:3	SMPTE 259M, C ITU 601
480/60i (NTSC) SDI, Comp, S-video, RGBS, YPbPr	15.734	Interlaced	4:3	SMPTE 259M, C ITU 601
576/50p RGBS, YPbPr, SOG, DVI	31.250	Progressive	4:3	ITU-R-BT1358
480/60p RGBS, YPbPr, SOG, DVI	31.469	Progressive	4:3	SMPTE 293M
720/50p RGBS, YPbPr, DVI, HD-SDI	37.500	Progressive	16:9	SMPTE 292M, SMPTE 296M
720/60p RGBS, YPbPr, DVI, HD-SDI	45.000	Progressive	16:9	SMPTE 292M, SMPTE 296M
1080/50i RGBS, YPbPr, DVI, HD-SDI	28.125	Interlaced	16:9	SMPTE 292M, SMPTE 274M
1080/60i RGBS, YPbPr, DVI, HD-SDI	33.750	Interlaced	16:9	SMPTE 292M, SMPTE 274M
1080/50p RGBS, YPbPr, DVI, 3G-SDI	56.200	Progressive	16:9	SMPTE 274M
1080/60p RGBS, YPbPr, DVI, 3G-SDI	67.300	Progressive	16:9	SMPTE 274M

Cleaning Instructions



We recommend turning the display off prior to cleaning.

Follow your organization's protocol for the handling of blood and body fluids. Clean the display with a diluted mixture of mild detergent and water. Use a soft towel or swab. Use of certain cleaning agents may cause degradation to the plastic enclosure and labels of the product. The plastic is ABS. Consult the cleaner manufacturer to see if agent used for cleaning is compatible with ABS. Do not allow liquid to enter the display.



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

WV PURCHASING ACA SECT Fax 304-558-4115

Feb 27 2013 04:02pm P001/005

WEH13094

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER
 304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

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HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET
 WELCH, WV

24801

304-436-8710

DATE PRINTED

02/27/2013

BID OPENING DATE

03/07/2013

BID OPENING TIME

1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 01		
				1. ADDENDUM ISSUED TO PROVIDE ANSWER TO QUESTIONS REGARDING THE ORIGINAL RFQ SUBMITTED. QUESTIONS AND ANSWERS ARE ATTACHED.		
				2. TO PROVIDE ADDENDUM ACKNOWLEDGEMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.		
				***** END OF ADDENDUM NO. 01 *****		

SIGNATURE *[Signature]* TELEPHONE 724-941-4492 DATE 3-4-13
 TITLE Principal FEIN 36-2732789 ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: WEH13094
Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ; Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

1. To provide answer to questions regarding the original RFQ.
2. To provide Addendum Acknowledgment.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Addendum 1
WEH13094 Laparoscopy System

Q.1 I am working on a bid for the RFQ for a Laparoscopy system. The RFQ requests every part for a rigid or flexible set-up, but does not have scopes for either one. Does the facility already have the necessary scopes to complete the system?

A.1 Yes, scopes are not required as part of this RFQ.

Q.2. I need your help on this please. It says pretty clearly that I must complete the bid in a electronic format or risk being disqualified. I am trying to work on this with my boss and I want to be sure we have everything right. Is there any some way you can get this for me.

A.2. We do not have an electronic file.

Q.3. Thank you for sending out the information for the tower bid. I was reading through the paper work for the Welch Community Hospital Pre-owned Olympus Tower Bid and it ask for the paperwork to be typed. I wanted to ask for an electronic copy of that so I can put that together for you. Is that something you can send over for me?

A.3. This is not currently in an alterable electronic version. It is only in a pdf.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WEH13094

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

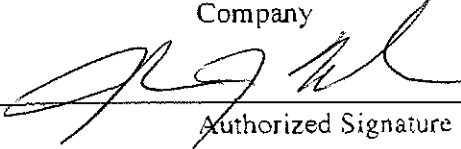
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

RICHARD WOLF
 Company

 Authorized Signature
3-4-13
 Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
 Revised 6/8/2012