



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

Solicitation

NUMBER
AGR1427

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
DEAN WINGERD 304-558-0468

*709004301 585-272-5024

GETINGE USA INC
 1777 E HENRIETTA RD
 ROCHESTER NY 14623

VENDOR

DEPARTMENT OF AGRICULTURE
 JOBSITE
 SEE SPECIFICATIONS

SHIP TO

DATE PRINTED
04/30/2014

BID OPENING DATE: 05/22/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		465-90	\$49,885.17	\$49,885.17
GRAVITY AND VACUUM STEAM STERILIZER						
<p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DEPARTMENT OF AGRICULTURE, IS SOLICITING BIDS FOR THE ONE-TIME PURCHASE OF A GETINGE 533LS GRAVITY AND VACUUM STEAM STERILIZER OR EQUAL, PER THE ATTACHED SPECIFICATIONS.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS. 2. GENERAL TERMS AND CONDITIONS. 3. AGR1427 SPECIFICATIONS. 4. CERTIFICATION AND SIGNATURE PAGE. 5. PURCHASING AFFIDAVIT. 6. VENDOR PREFERENCE FORM. <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> <p>05/22/14 09:34:04AM West Virginia Purchasing Division</p>						

SIGNATURE <i>Bill Schell</i>	TELEPHONE (800) 475-9040	DATE 05/21/2014
TITLE Sales Operations Manager FEIN 87-0287585	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: May 14, 2014 at 5:00pm

Submit Questions to: Dean Wingerd

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115

(Vendors should not use this fax number for bid submission)

Email: Dean.C.Wingerd@wv.gov

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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

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: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

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: May 22, 2014 at 1:30pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 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.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

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 and shall list the state as a certificate holder:

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. [RESERVED]

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
AGR1427 -- Getinge 533LS Gravity and Vacuum Steam sterilizer or equivalent

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Agriculture to establish a contract for the one time purchase of steam sterilizer for life science applications.
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 **“Desired Item”** means Getinge 533LS Gravity and Vacuum Steam sterilizer or equivalent.
 - 2.2 **“Bid Evaluation Page”** means the page upon which Vendor should list its proposed price for the Desired Items in the manner requested by thereon. The Desired Item is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 **“RFQ”** means the official RFQ published by the Purchasing Division and identified as AGR1427.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Desired Item Requirements:** Desired Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Getinge 533LS Gravity and Vacuum Steam sterilizer or equivalent
 - 3.1.1.1 Getinge 533LS Gravity and Vacuum Steam sterilizer or equivalent must be a sterilizer that employs gravity/downward displacement with positive pulse conditioning and pressure/vacuum pulsing for dynamic air removal; reaches and maintains 133°C or above.
 - 3.1.1.2 Steam sterilizer must be compatible with the standard safety features and comply with standards and codes of the Getinge 533LS Gravity and Vacuum Steam sterilizer (or equivalent).
 - 3.1.1.3 Getinge 533LS Gravity and Vacuum Steam sterilizer or equivalent must have a single power door on cabinet style;

REQUEST FOR QUOTATION
AGR1427 -- Getinge 533LS Gravity and Vacuum Steam sterilizer or equivalent

- 3.1.1.4 Control panel on unit (English language);
- 3.1.1.5 Maximum Dimensions: 21" X 21" X 38"; 9.7 Cu ft. (275L) for large volume flask sterilization;
- 3.1.1.6 Electrical: 120V 1Ph 50/60 Hertz;
- 3.1.1.7 Vacuum Source/Piping: Ejector with copper/brass piping and valves;
- 3.1.1.8 Steam source: 30 kilowatt (kW) steam boiler (carbon steel) with automatic feed water pump;
- 3.1.1.9 Boiler control and safety device (Control and Safety Devices-1), satisfies local American Society of Mechanical Engineers requirement for secondary low water cut-off;
- 3.1.1.10 Include load car with interior track;
- 3.1.1.11 Include a transfer trolley.

4. CONTRACT AWARD:

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

4.2 Bid Evaluation Page: Vendor should complete the Bid Evaluation Page by including all product specifications, features, applications, time requirements for delivery and all expenses related to the product and inside delivery. Vendor should complete the Bid Evaluation Page in full as failure to complete the Bid Evaluation Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should enter the information into the Bid Evaluation Page to prevent errors in the evaluation.

REQUEST FOR QUOTATION
AGR1427 -- Getinge 533LS Gravity and Vacuum Steam sterilizer or equivalent

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Desired Items immediately after being awarded this Contract and receiving a purchase order. Vendor shall deliver the Desired Items within 8 weeks after receiving the awarded purchase order. Desired Items must be delivered to Agency at 313 Gus R. Douglass Lane, Charleston, WV 25312. The product must be delivered inside the building in the specific room where it will be installed.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Desired 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 Desired Items from a third party.

Any Agency seeking to obtain the Desired 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 Desired Items F.O.B. destination to the Agency's location.

6.4 Return of Unacceptable Items: If the Agency deems the Desired Items to be unacceptable, the Desired 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

REQUEST FOR QUOTATION
AGR1427 -- Getinge 533LS Gravity and Vacuum Steam sterilizer or equivalent

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

AGR1427

PRICING PAGE

Item No.	Description	Model No/Brand Name	Quantity	Unit Price	Extended Amount
1	Getinge 533LS Gravity and Vacuum Steam sterilizer or equivalent	Getinge 533LS	1	\$ 40,500.00	\$ 40,500.00
2	Getinge Load Car	500 Series 38" Load Car		\$2,077.19	\$2,077.19
3	Getinge Transfer Trolley	Smart FHT Transfer Trolley		\$2,244.28	\$2,244.28
4	Getinge Installation	Installation		\$4,538.70	\$4,538.70
5	Shipping and Handling	Freight		\$525.00	\$525.00
	Failure to use this form may result in disqualification			GRAND TOTAL	\$49,885.17
	Bidder / Vendor Information				
Name:	Getinge USA, Inc.				
Address:	1777 East Henrietta Road				
	Rochester, NY 14623				
Phone:	800-475-9040				
Email Address:	brian.orrison@getinge.com				
Authorized Signature:	<i>Brian Orrison</i>				

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.

Getinge USA, Inc.

(Company)



(Authorized Signature)

William Scholl Sales Operations Manager

(Representative Name, Title)

800-475-9040 585-272-5116

(Phone Number)

(Fax Number)

05/21/2014

(Date)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Getinge USA, Inc.

Authorized Signature: *R. Schell* Date: 05/21/2014

State of Florida

County of Seminole, to-wit:

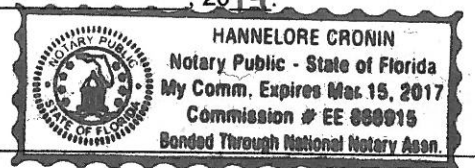
Taken, subscribed, and sworn to before me this 21st day of May, 2014.

My Commission expires 3-15-17, 20 .

AFFIX SEAL HERE

Hannelore Cronin

NOTARY PUBLIC



State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**

____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**

____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

2. Application is made for 2.5% vendor preference for the reason checked:

____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

3. Application is made for 2.5% vendor preference for the reason checked:

____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

4. Application is made for 5% 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% vendor preference who is a veteran for the reason checked:

____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.

____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____

Signed: _____

Date: _____

Title: _____

PROPOSAL

**West Virginia Department of
Agriculture**

Brenda Keavey - Assistant Director

Charleston, WV 25305

533LS Quote

Quote Number: Q-00010973

May 19, 2014

Prepared By:


Brian Orrison
Account Manager
+1 4439881034
brian.orrison@getinge.com

Quote Number:	Q-00010973
Date:	5/19/2014

Proposal For : West Virginia Department of Agriculture Brenda Keavey 1900 Kanawha Blvd. East Charleston, WV 25305 (304) 558-2208 bkeavey@wvda.us	Prepared By: Brian Orrison Account Manager +1 4439881034 brian.orrison@getinge.com
	Quote Number: Q-00010973 Last Modified Date: 11/20/2013 11:23 AM Print Date: 11/20/2013 11:23 AM

We are pleased to submit the quotation for the supply, delivery, installation, and operator training of the equipment specified below. Please feel free to contact us at any time for more information about this offer.

QUOTATION

Item 1			
Qty	Description	Unit Sell Price	Extended Sell Price
1	Model 533LS vacuum/gravity, microcomputer-controlled steam sterilizer with up to twenty-two selectable pre-programmed cycles and vertical sliding door. Cycles include gravity, vacuum, liquid cycles and a Vacuum Leak Test cycle. Features enhanced control system with a choice of three operating displays. Program settings are protected with supervisor access control. Includes printer that documents cycle information. VOLTAGE DECISION REQUIRED FOR PO: 208V ____ 240V ____ 480V ____ 380/415V ____ 600V ____ (INITIAL ONE)	\$40,500.00	\$40,500.00
			
	Catalog #: 5ASVUPLTCXAA <ul style="list-style-type: none"> ♦ With Tracks for Loading Car ♦ 21x21x38" Chamber ♦ Cabinet Enclosed ♦ Single Power Door ♦ With Electric Steam Generator (30KW) 		
1	500-Series Prevac/Gravity 38" Load Car - Wire Rack style (complete, with 2 shelf layers) Catalog #: DSY61301608380	\$2,077.19	\$2,077.19
1	Smart FHT Trolley for 500 Series Sterilizer Catalog #: 564710471	\$2,244.28	\$2,244.28

Customer Acceptance (please initial) _____

GETINGE

GETINGE GROUP

Quote Number:	Q-00010973
Date:	5/19/2014

Item 1			
Qty	Description	Unit Sell Price	Extended Sell Price
1	Install w/ Final Connections w/o Bioseal - 400/500 LS Series Catalog #: 17435-I-45LS	\$4,538.70	\$4,538.70
1	Freight with lift gate Catalog #: FREIGHT	\$525.00	\$525.00
			Item 1 Total: \$49,885.17
			Grand Total: \$49,885.17

This proposal contains confidential information and is intended solely for the use of the individual or entity to whom it is addressed. Disclosing, copying or distributing of this information is strictly prohibited.

Customer Acceptance (please initial) _____

Getinge USA, Inc.
 1150 Emma Oaks Trail, Lake Mary, FL 32746
 1-800-475-9040 | 1-585-272-5116 (Fax) | www.getingeusa.com

Page 3 of 6
 May 19, 2014

GENERAL TERMS AND CONDITIONS

The Proposal to which these General Terms and Conditions are attached may be considered firm for the period defined in the Proposal, and if not defined therein, for a period of sixty (60) days from the date the Proposal is received by Customer.

ORDER ACKNOWLEDGEMENT

After receipt by Getinge of a hard copy purchase order, Getinge will send an Acknowledgement of the order to Customer, listing the equipment being purchased, indicating an approximate shipping date, and detailing any special instructions that relate to the transaction. Getinge's Acknowledgement is based upon these General Terms and Conditions. Getinge rejects any and all other terms and conditions of sale proposed by Customer or discussed by the parties in connection with the transaction. The Acknowledgement, these General Terms and Conditions, Getinge's Limited Equipment Warranty, the Installation Terms and Conditions and the other documents referenced herein shall constitute a firm contract of sale between Getinge and Customer unless Customer objects to any term, in writing, promptly upon receipt of the Acknowledgement. If a firm contract of sale is cancelled by Customer, a ten percent (10%) cancellation fee will be charged to Customer, except in the case of custom-built products which will be subject to a cancellation fee equal to costs incurred plus a reasonable allowance for Getinge's overhead and profit on those costs. Customer's requested date of delivery has been considered in the equipment pricing. It is imperative that Customer accepts delivery, according to the shipping dates indicated in Getinge's Acknowledgement. Delivery delayed by Customer beyond the indicated shipping date(s) will necessitate a price increase at the rate of one and one-half percent (1½%) per each month (or part thereof) of delay. For some complex projects and for custom-built products, Getinge will provide post-order submittals and/or shop drawings to finalize and confirm equipment details. These submittals must be reviewed and approved by the Customer to initiate manufacturing. If for any reason the order is cancelled and the production has been started or the items ship to the customer site and are returned, the customer must pay all associated costs. In cases where Getinge is at fault, there will be no additional cost.

DELIVERY

This proposal is based upon delivery to the receiving dock of your facility, F.O.B. shipping point (manufacturer). Shipping and handling charges will be prepaid and added to the invoice. Fuel surcharge will be billed at time of shipment according to the market rate for that particular week as set by the Department of Transportation and our freight carriers. If a 3rd party freight company or freight collect methods are required, Getinge will charge a \$50.00 handling fee per shipment. Any additional expense for providing hydraulic lift gate for truck delivery, inside delivery, refused shipments, storage, redelivery, etc., will be an additional charge to Customer. It is Customer's responsibility to store the delivered equipment, if necessary, at no expense to Getinge. Should the job conditions or construction progress prevent delivery of equipment into the building and it is necessary for Getinge to strip equipment to reduce overall size, there will be additional charges for reassembly. Delivery dates for custom-built products are based upon the prompt return (within 10 days) of approved submittals and/or shop drawings. 60 days advance notice is required in any case where shipment is being delayed over 30 days due to reasons outside of Getinge's control. Any storage charges incurred shall be paid by the customer.

INSTALLATION

Getinge will provide specifications, rough-in drawings, or construction cut sheets for review by architects/contractors/owners and for use by the necessary trades performing the installation of the equipment. Installation of the equipment by Getinge is an additional charge and is not included in the price of the equipment (unless otherwise specified in the equipment Proposal). Getinge's installation services are offered on the Installation Terms and Conditions attached hereto and made a part hereof. In no event will Getinge be responsible for providing for structural in-wall and above-ceiling supports for wall-mounted or ceiling-mounted equipment.

If installation is not performed by an authorized Getinge representative:

- 1) Customer will be responsible for all costs related to receiving, accepting, unloading, moving into place, uncrating, installing, connecting to the necessary service lines, final connections and start-up. See Getinge's Limited Equipment Warranty.
- 2) Various components (piping and valving, etc.) may be removed prior to or during shipment for safety reasons; Getinge will not be responsible for labor expense involved in the reassembly or reconnection of those components at the job site.
- 3) Getinge will not be responsible for damage to components or equipment as a result of improper storage, installation, accidents, misuse, alteration, incorrect utility hook-up or start-up. Getinge will not be responsible for any cosmetic damage to components or equipment.
- 4) Customer must engage Getinge to perform a final checkout before the equipment warranty is activated. Checkout services and any installation changes or equipment adjustments made by Getinge during the final checkout, are billable to Customer at Getinge's then generally available hourly service rates and minimum charge for service time, travel and waiting time. Failure to engage Getinge to perform final checkout services is considered an agreement by Customer to hold Getinge harmless from and against any property damage, personal injury or death related to the equipment, its use or operation.
- 5) If Customer does not engage Getinge to perform a final checkout of the equipment, the equipment warranty is voided and Getinge will not be responsible for equipment performance limitations or failure of the equipment to meet published performance specifications.

For any quotation including T-DOC software, please review the Terms and Conditions for Software Installation, as well as Minimum Hardware Specifications, which are incorporated herein by reference, and available online at: www.getingeusa.com/t-doc.

TERMS OF PAYMENT

The entire balance is payable net thirty (30) days following the date of invoice from point of origin (manufacturer), unless retainage is included in the conditions/specifications of the project. A service charge at the rate of one and one-half percent (1½%) per month will be imposed on all invoices not paid within thirty (30) days.

TAXES

State, local, sales/use/special taxes or charges that may be in force, or imposed during life of contract, are not included in the price. All applicable taxes will be billed unless an exemption certificate is provided in advance.

RETURNS

For all items returned back to Getinge USA, for reasons outside of Getinge's control, a minimum 10% restocking fee will be charged, as well as fuel surcharges and return freight.

EQUIPMENT WARRANTY

All equipment, with exception of OEM products, is warranted to be free of defective material and workmanship for one (1) year from the start of the warranty period, unless otherwise specified. Replacement of defective parts and coincidental labor during the warranty period are provided for under warranty. Start-up of equipment by other than an authorized Getinge representative will void any warranty. Please refer to the Getinge Limited Equipment Warranty statement for complete details.

EQUAL OPPORTUNITY CLAUSE

Getinge USA, Inc. complies with the equal opportunity, affirmative action, and employee notice requirements specified in the Equal Opportunity Clauses at CFR 60-1.4, 41 CFR 60-250.5(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) and the Employee Notice Clause at 29 CFR 471 Appendix A to Subpart A, where applicable.

ORDERING INSTRUCTIONS	
To ensure timely order processing, please remit the following information with your order:	
PURCHASE ORDER	DELIVERY
Mail [Getinge USA, 1777 East Henrietta Road, Rochester, NY 14623] or fax [585-272-5238] all correspondence including: <ul style="list-style-type: none"> • Purchase Order Number • Date Product is Required By • Ship to/Bill to Address • Purchasing Department Contact Name/Number • Tax exemption status • Signed copy of this quote 	Specify all special delivery instructions: <ul style="list-style-type: none"> • Pre-delivery notification required: YES___ NO___ • Hydraulic lift gate required: YES___ NO___ • Other: _____ • Customer Signature: _____
FAILURE TO PROVIDE REQUIRED INFORMATION MAY DELAY PRODUCT DELIVERY	

INSTALLATION TERMS AND CONDITIONS

It is the Customer's responsibility to ensure that state and local code requirements are met. Unless specifically provided for in this proposal, Getinge will not be responsible for any fixtures or parts, bonds, licenses or permits required by state or local laws and codes.

GETINGE RESPONSIBILITIES FOR INSTALLATION PURCHASED BY CUSTOMER:

- ✓ Uncrating at the installation area: Uncrating is included in the installation charge for Healthcare equipment. Uncrating of Life Science equipment can be provided and will be quoted separately from installation.
- ✓ Rigging from Customer's loading dock at the installation site to the point of final location: Rigging is included in the installation charge for HC833 only. Rigging of all other equipment (Healthcare and Life Science) can be provided and will be quoted separately from installation. Charges in addition to the quote will apply if the use of a crane is necessary and for additional rigging work required as a result of access obstacles.
- ✓ Final set-in-place including wall or ceiling mounting: Final set-in-place is included in the installation charge for Healthcare equipment only. For ceiling mounted Healthcare equipment, mounting plates/templates as well as gas and vacuum risers are provided as required. Final set-in-place of all Life Science equipment can be provided and will be quoted separately from installation.
- ✓ Seismic anchoring of equipment is not included but can be provided at an additional cost.
- ✓ Final utility connections as indicated in the specification sheet: Getinge will make final utility connections as part of the installation charge for Healthcare sterilizer and washer equipment (other than 9100 cart washers). Final connections for all other Healthcare equipment (for example, ceiling lights, pendants, video, CVAC and Healthcare 9100 cart washers) and all Life Science equipment can be provided and will be quoted separately from installation. Utilities must be provided by Customer in accordance with product rough-in specifications and accessible within five linear feet of the equipment (within two linear feet of ceiling lights/pendants). Getinge will not provide final connections through any wall penetration. Connections to ductwork or orbital weld pipe are not included.
- ✓ Remove associated debris to customer provided receptacle.
- ✓ Perform start-up, which includes final checkout and scheduled demonstration of equipment. Maintenance training is not included but can be provided at an additional cost.
- ✓ Removal of existing equipment to facility loading dock is not included in the installation charge and will be quoted separately from installation. Disposal is not included.

CUSTOMER RESPONSIBILITIES:

- ✓ Receive, off-load and hold all equipment in a protected area for installation. Any visible damage must be noted on the freight receipt and Getinge must be immediately notified.
- ✓ Provide for an "on-site" loading dock capable of accepting non-power tailgate delivery.
- ✓ Provide for all door openings to be capable of accepting equipment without removal of panels, piping, doorframes, etc.
- ✓ Provide free and clear access including availability of properly sized and weight rated elevators.
- ✓ Area where equipment will be installed should be clean, near completion, floor and ceiling installed with painting completed.
- ✓ Provide appropriate wiring, cables, utilities and service systems and structural support in accordance with product rough-in specifications. Customer must verify all are in place before installation can begin.
- ✓ Make final utility and service connections for Healthcare and Life Science equipment, except final utility and service connections are included in the installation charge for Healthcare sterilizer and washer equipment (other than the 9100 cart washers).
- ✓ Provide electrical disconnects, shut off valves, back-flow preventers, pressure reducing valves, by way of example, as required by local codes. Certify final medical gas and electrical connections for ceiling pendants as stipulated by NEC, NFPA and local codes.
- ✓ Installation of Getinge supplied ceiling plates, pit plates, bioseal wall frames or other fixtures as required in product specifications.
- ✓ Provide installation and removal of dust control materials/equipment.

NOTES:

1. Minimum of ten (10) working days notification will be required for scheduling installation. Additional costs may be billed if less than 10 days notice is given.
2. Installation is based on standard work hours, 8:00 a.m. to 5:00 p.m., excluding weekends and holidays, except as provided in Note 3. Overtime charges will apply after 5:00 p.m. and during weekends/holidays.
3. Installation for ceiling mounted equipment including surgical and examination lights and ceiling mounted pendants is performed during the hours of 8 a.m. to 11 p.m. excluding weekends and holidays. Overtime charges will apply after 11:00 p.m. and during weekends/holidays.
4. Handling of asbestos or equipment subject to disposal regulations of federal, state or local governments is not included. Pricing must be obtained through local hazardous waste contractors.
5. Pricing does not provide for union labor.
6. Pricing is based upon uninterrupted access, utility availability and site conditions which are as indicated by the contract documents and which do not differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the contract documents. Delays in completing the work or additional visits due to work stoppage or other reasons beyond the control of Getinge are billable to Customer at Getinge's then current hourly service rates and minimum charge for service time, travel and waiting time.
7. For the purposes of this Installation Terms and Conditions document, "Life Science equipment" includes the following products:

<ul style="list-style-type: none"> • GEW cGMP Washers (Model #'s: 666, 787, 8108, 1388) • GEW Cage and Bottle Washers (Model #'s: 777, 979, 1477, 20710) • GEW Cage and Rack Washers (Model #'s: 102022, 102025, 102028, 112222) • 2100 Series Cage and Rack Washers • 3200 Tunnel Washers • GE 600, 900 Series Sterilizers • GE Bulk Series Sterilizers 	<ul style="list-style-type: none"> • GE Large Bulk Series Sterilizers • GEV, GEC, GEB Series Sterilizers • 400LS, 500 LS, 700LS, 833LS Series Sterilizers • 1700 Bedding Dispensers (or TBJ equivalent) • 1900 Bottle Fillers (or TBJ equivalent) • BDS-1A Bedding Dump Station • CPS (Closure Processing System) • Getinge Water Systems WFI Stills • Getinge Water Systems PSG Series
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Equipment not specifically listed above will be considered to be "Healthcare equipment."