



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 13 -- Equipment

Proc Folder: 159727

Doc Description: Purchase of 2 new Nursing Home Whirlpool Tubs for JWH

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-12-09	2016-01-12 13:30:00	CRFQ 0506 JWH1600000003	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:
Penner Patient Care, Inc.
101 Grant Street
Aurora, Nebraska 68818

RECEIVED

2016 JAN -8 AM 9:42

WV PURCHASING
 DIVISION

FOR INFORMATION CONTACT THE BUYER

April Battle
 (304) 558-0067
 april.e.battle@wv.gov

Signature X

FEIN #

47-0806038

DATE

1/6/16

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the WVDHHR/BHHR/Jackie Withrow Hospital at 105 S Eisenhower Dr, Beckley, WV 25801 to establish a contract for the one time purchase of two (2) new Nursing Home Whirlpool Tubs.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR BECKLEY WV25801 US		PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR BECKLEY WV 25801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Nursing Home Whirlpool Tubs	2.00000	EA	<i>\$16,147.00</i>	<i>\$32,294.00</i>

Comm Code	Manufacturer	Specification	Model #
30181517	<i>Penner Mfg.</i>	<i>See Attached</i>	<i>PT360030-1L & PT383010-1L</i>

Extended Description :
 Section 3.1.1 in the specifications

SCHEDULE OF EVENTS

Line	Event	Event Date
1	TQ due	2015-12-23

JWH1600000003	Document Phase Final	Document Description Purchase of 2 new Nursing Home Whirlpool Tubs for JWH	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Penner Patient Care, Inc.
(Company)

 Scott Werner - National Sales Mgr.
(Authorized Signature) (Representative Name, Title)

402-694-5959 / 402-694-5319 1/6/16
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: JVVH1600000003

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 checked="" 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.

Pennco Patient Care, Inc.
Company


Authorized Signature

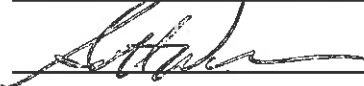
1/6/2016
Date

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

CRFQ JWH 1600000006 Nursing Home Whirlpool Tubs Pricing Page
Exhibit A

Item:	Quantity:	Description:	Unit Price:	Total Amount:
1	2ea	Nursing Home Whirlpool Tubs (Section 3.1.1 in specifications.)	\$ <u>15,567.00</u>	\$ <u>31,134.00</u>
2	1ea	Shipping / Freight to include delivery with a liftgate.	\$ <u>580.00</u>	\$ <u>1,160.00</u>

Grand Total Amount (Add total amounts from items 1 and 2) \$ 32,294.00

Vendor: Penner Patient Care, Inc.
Address: 101 Grant Street
Remit to address: SKME
Contact Person: Scott Werner
Email: pennermkt@hamilton.net
Phone number: 402-694-5959
Fax number: 402-694-5319
Signature: 
Date: 1/6/2016

PENNER PATIENT CARE, INC.

101 GRANT ST., DOOR 16
 P.O. BOX 523
 AURORA, NE 68818

Voice: 800-732-0717
 Fax: 402-694-5319

QUOTATION

Quote Number: JWTHROWHOSP
 Quote Date: Dec 28, 2015
 Page: 1

Quoted To:
 SALES



Customer ID	Good Thru	Payment Terms	Sales Rep
SALES	1/27/16	Net 30 Days	

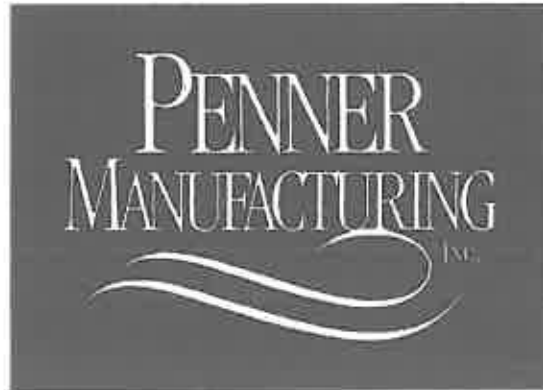
Quantity	Item	Description	Unit Price	Amount
2.00	PT360030-1C	CASCADE CONTOUR - END OPENING SPA LEFT DOOR SWING - COLOR TAN #312	9,942.00	19,884.00
2.00	PT383010-1L	STD. END OPENING TRANSFER LEFT - W/SCALE CURRENT DELIVERY TIME 3 WEEKS 5 YEAR WARRANTY INSTALLATION AND ASSEMBLY BY FACILITY MUST HAVE 42" DOOR OPENING INTO SPA ROOM THANK YOU! SCOTT WERNER C/O RICK DICE 1-800-732-0717	5,625.00	11,250.00

If you agree to the above quotation, please enter PO# in space provided, sign and fax to 402-694-5319. We appreciate your business.

PO# _____

SIGNATURE _____

Subtotal	31,134.00
Sales Tax	
Freight	1,160.00
TOTAL	32,294.00



SPECIFICATION SHEET
#PT360030-1C
END OPENING

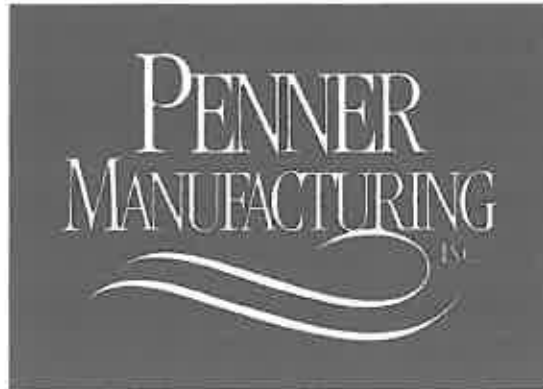
STATIONARY AQUA AIRE SPA: 74 ½ inches long, sanitary gel coated fiberglass tub with key locked service access doors; tub exterior 34 inches wide. Cabinet 72 inches wide, 58 inches tall. Access to spa components available through 5 cabinet doors. Tub designed so that the patient is transferred into the tub by means of a mobile, battery powered, height adjustable transfer system with optional scale. Tub door opening to be 28 inches by 20 inches. Door mounted with stainless steel hinges and pins capable of holding 250lbs. without deformation. Tub open below to allow access by patient transfer and lift systems. ½ HP regenerative air blower, 16 air jets. All spa controls located on front panel of cabinet. Controls to include: pneumatic whirlpool on/off, tub fill and shower; digital tub and fill water temperature indicators; bath oil and shampoo dispensers; automatic disinfection and rinse system; thermostatic mixing valve; filler spout; hand-held shower sprayer with vacuum breaker and timer; Two inch easy release drain with overflow. ¾" Hot and Cold water supply and 2" PVC drain. Available Right or Left Door.

COLOR: Custom Colors

STANDARDS: UL & CUL Classified

WARRANTY: 5 year on parts, 6 months mixing valve due to varying water conditions

MANUFACTURED: Aurora, NE. USA



SPECIFICATION SHEET
#PT383010-1
PT383010-1L
CASCADE MOBILE TRANSFER
WITH SCALE
END OPENING

MOBILE BATTERY POWERED PATIENT TRANSFER:

Rated at 400lbs lifting capacity, powered by 24 volt rechargeable battery, wall mounted charger, AC adapter, emergency stop button, emergency lowering button, two button hand control. Removable seat for easy disinfecting, swing away and removable arms, optional commode attachment, safety belt, two rear locking castors. Base 37 1/4 inches long, 31 1/2 inches wide. All metal parts that come in direct contact with water are stainless steel. Minimum clearance from floor 16 inches. Maximum clearance from floor 39 1/2 inches. (Note: There is a two-inch adjustment to these clearances.) Available for Left and Right Door Cascade. Scale is LED crystal readout, moisture sealed, powered by four "AA" batteries. Scale has two buttons, zero/tare and lbs/kgs. A third hidden button allows caregiver to recall last patient weight.

COLOR: White or Beige

STANDARDS: UL & CSA Classified

MANUFACTURED: Aurora, NE. USA

WARRANTY: 1 year parts



CASCADE END-OPENING UNIQUE BENEFITS

- **SPORICIDE DISINFECTING SYSTEM**

- C-Diff Sporicide, Virucide, Tuberculocide, Bactericide, Fungicide – (Kill Sheet Attached)

- **ALWAYS FACING FORWARD LOOKING AT BATH AIDE & SPA**

- Resident always maintains eye contact with caregiver. No fear of what is going on behind them.

- **NO RAIL SYSTEM INSIDE OF SPA**

- No rails inside spa. No adjustments, No leveling, No rails to disinfect.

- **INTEGRATED TRANSFER**

- The most important factor to consider in a bathing system is how do you transfer the resident into tub. The Penner Transfer was specifically designed for the Cascade and reduces the number of resident transfers needed during the bathing process. Resident remains seated on the Transfer the entire bath. Weight Capacity: 400lbs

- **ALL IN ONE TRANSFER**

- Our Transfer is one unit. No detaching the chair from the carrier, no routine adjustments or leveling needed to attach chair to rail system inside tub.

- **HEIGHT ADJUSTABLE TRANSFER REDUCES BACK INJURIES**

- Height adjustable transfer eliminates the manual lifting of legs and feet into the tub, reducing caregiver back strain.

- **HEATED AIRE**

- Cascade Spa uses a regenerative blower to create heated air during the bath.

- **QUICK FILL AND DEEP SUBMERSION**

- Cascade Reservoir fills the tub in 90 seconds. We are the only reservoir system that can fill water from the reservoir and fill with fresh water from the spigot at the same time. Residents receive the benefit of deep submersion and the caregiver the ability to adjust water temperature from the spigot.

- **SINGLE MOVEMENT DOOR**

- Cascade door shuts like a car door and seals. One simple motion. Door does not need adjustment.

- **SIMPLE DESIGN**

- Cascade was developed using three-repeated criteria: ease of operation, low cost of ownership and dependable. No expensive electronics to replace. SIMPLE.

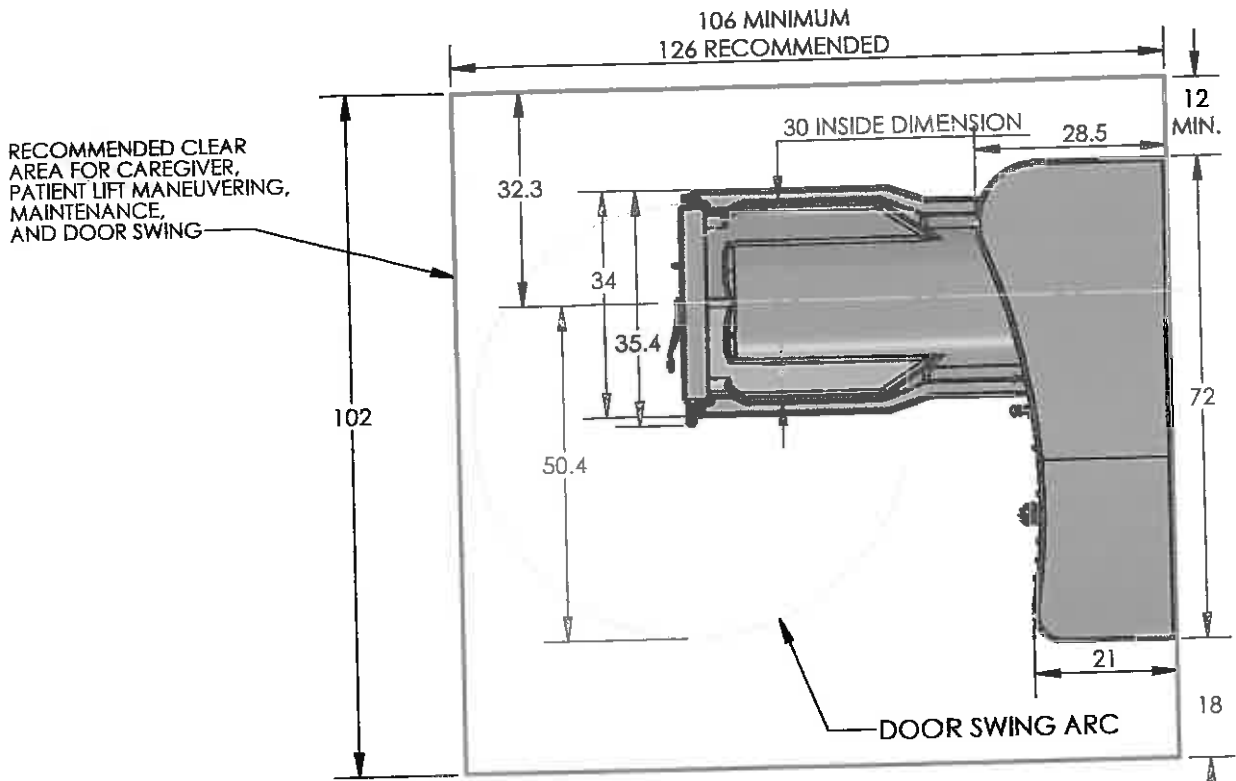
- **MADE IN AMERICA**

- 5 YEAR WARRANTY. Manufactured in Aurora, Nebraska.

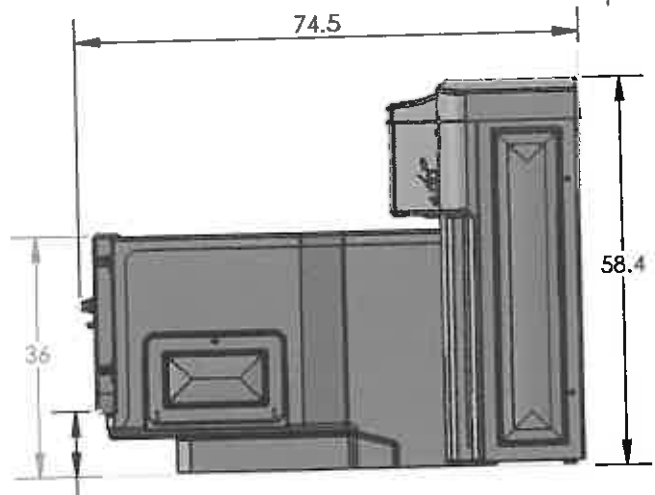
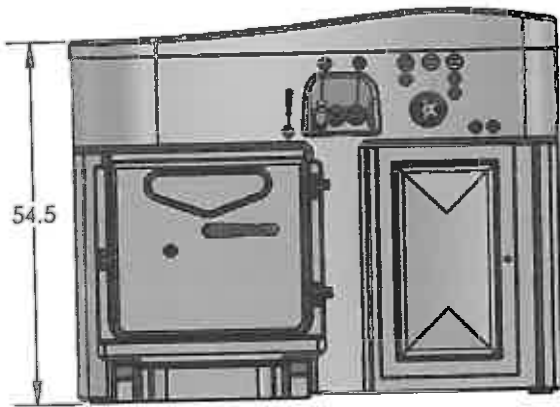


#1 End-Opening Left Hinge

CASCADE CONTOUR WITH END OPENING SPA



TO TRANSPORT THIS TUB INTO A ROOM, THE DOOR OPENING WIDTH MUST BE 35.5 INCHES MINIMUM.



10
DOOR THRESHOLD HT

	RIGHT HAND (SHOWN)	LEFT HAND (MIRROR IMAGE)
MODEL NUMBER	360030-XC	SAME
DESCRIPTION	CASCADE CONTOUR	CASCADE CONTOUR
"TUB TYPE" OPTION SELECTED	RIGHT HAND END OPENING (SHOWN)	LEFT HAND END OPENING (MIRROR IMAGE OF SHOWN TUB)
TUB WATER CAPACITY	100 GALLONS	100 GALLONS
RESERVOIR WATER CAPACITY	45 GALLONS	45 GALLONS
FILLED TUB WEIGHT	1258 LBS	1258 LBS
FILLED CABINET WEIGHT (RESERVOIR)	690 LBS	690 LBS
TUB ONLY WEIGHT	420 LBS	420 LBS
CABINET ONLY WEIGHT	315 LBS	315 LBS
TUB SHIPPING WEIGHT	395 LBS	395 LBS
CABINET SHIPPING WEIGHT	475 LBS	475 LBS

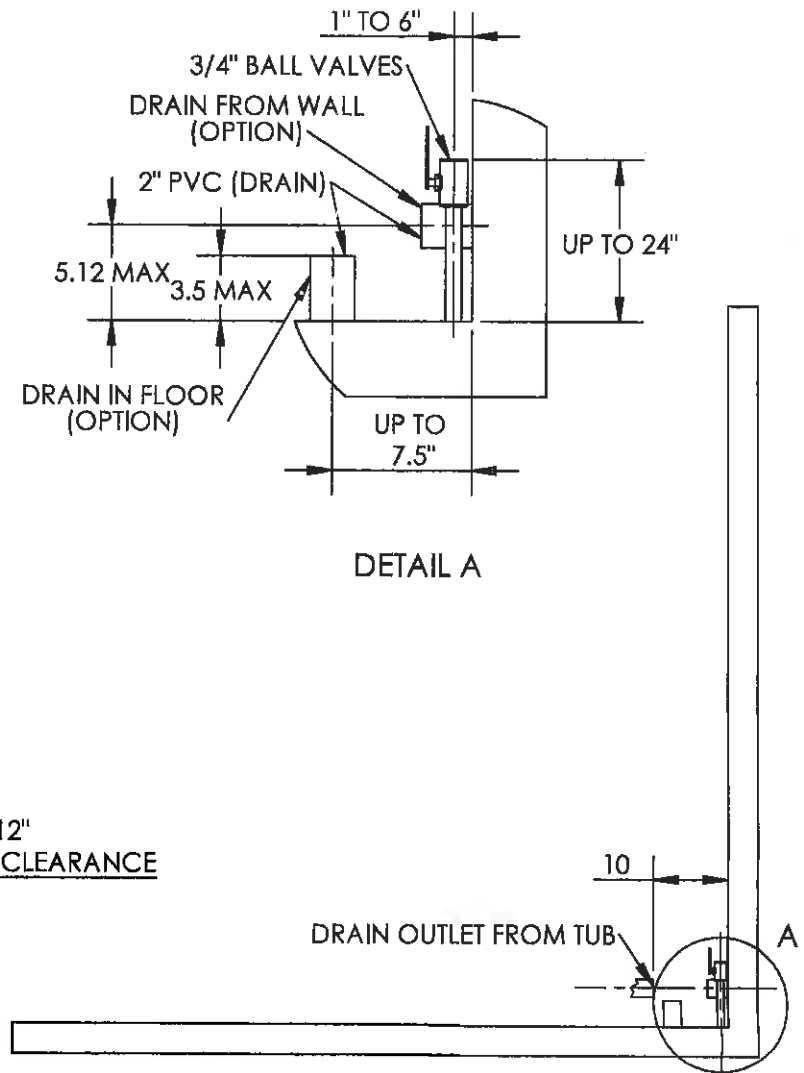
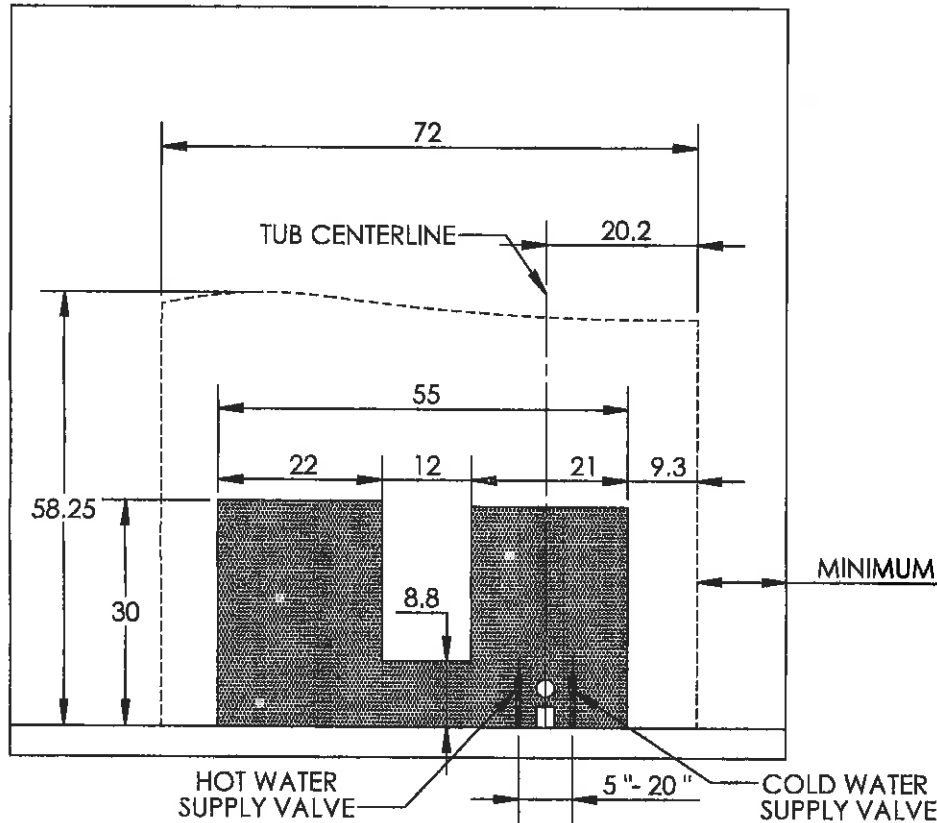
PENNER MFG INC.
102 GRANT ST.
AURORA, NE. 68818
402-694-5003

PENNER CASCADE CONTOUR SPA LEFT HAND UNIT ROUGH-IN SPECIFICATIONS

Water Supply: 3/4" HW & CW Supply lines preferred
with ball valves with male 3/4 npt threads (not supplied)
(72" FLEXIBLE STAINLESS STEEL BRAIDED CONNECTING LINES SUPPLIED)

Drain: 2" PVC pipe from floor or wall as shown below.
(P-trap not supplied)

Tub Electrical Rating: 120 Volts 7.25 Amps
Recommended Electrical Supply: 15 Amp with GFCI protection
(Nuisance tripping may occur if the wiring is too light for the
distance between the breaker and the spa.)





Standard End Transfer

Why Penner Mfg. doesn't do whirlpool with UV TIGHT!

Edstrom INDUSTRIES INC.

819 Babke Ave., Watford, WI 53185 USA
414-534-5181 • 800-558-5913
FAX 414-534-5184

Ultraviolet (UV) sanitizing units are used in many water purification systems to control bacteria and have certain applications in animal drinking water systems. UV units can be effective water treatment tools, but it is important to recognize what UV can do, what its limitations are, and what maintenance is required.

If you have any further questions or concerns about UV disinfection or drinking water quality, contact Edstrom Industries at **800-558-5913** or e-mail: paula@edstrom.com

How does UV work?

Ultraviolet or UV energy is found in the electromagnetic spectrum between visible light and x-rays and can best be described as invisible radiation. In order to kill microorganisms, the UV rays must actually strike the cell. UV energy penetrates the outer cell membrane, passes through the cell body and disrupts its DNA preventing reproduction. UV treatment does not alter water chemically; nothing is being added except energy. The sterilized microorganisms are not removed from the water. UV disinfection does not remove dissolved organics, inorganics or particles in the water.

The degree of inactivation by ultraviolet radiation is directly related to the UV dose applied to the water. The dosage, a product of UV light intensity and exposure time, is measured in microwatt second per square centimeter ($\mu\text{ws}/\text{cm}^2$). The accompanying table lists dosage requirements to destroy common microorganisms. Most UV units are designed to provide a dosage greater than 30,000 $\mu\text{ws}/\text{cm}^2$ after one year of continuous operation. Notice that UV does not effectively disinfect some organisms (most molds, protozoa, and cysts of *Giardia lamblia* and *Cryptosporidium*) since they require a higher dose.

UV units for water treatment

Special low-pressure mercury vapor lamps produce ultraviolet radiation at 254 nm, the optimal wavelength for disinfection and ozone destruction. The UV lamp never contacts the water; it is either housed in a quartz glass sleeve inside the water chamber or mounted external to the water which flows through UV transparent Teflon tubes. Some ultrapure water systems use 185 nm UV units for reducing TOC (total organic carbon).

Important variables for successful disinfection

Although 100% destruction of microorganisms cannot be guaranteed, it is possible to achieve 99.9% reduction in certain applications and with proper maintenance. In order for a UV unit to successfully disinfect water, the following variables must be considered:

Water Quality

Certain contaminants in water can reduce the transmission of UV light through the water, which reduces the UV dose that reaches the bacteria. These UV absorbing contaminants include turbidity, iron, and humic and fulvic acid, common to surface water supplies. Suspended particles are a problem because microorganisms buried within particles are shielded from the UV light and pass through the unit unaffected. UV disinfection is most effective for treating high-clarity purified reverse osmosis or distilled water.

Recommended Maximum Concentration Levels for Water to be Treated By UV	
Turbidity	5 NTU
Suspended Solids	10 mg/l
Color	None
Iron	0.3 mg/l
Manganese	0.05 mg/l
pH	6.5 – 9.5
Hardness	< 6 grains

Flowrate

All UV units have a maximum flowrate capacity and some have a minimum flowrate as well. If the flow is too high, water will pass through without enough UV exposure. If the flow is too low, heat may build up which can damage the UV lamp. The water flow in an animal drinking water system is usually low and intermittent so a UV unit with minimum flow requirements should not be placed on the water line supplying pressure stations in a non-recirculating system. UV units are most often used in constant flow recirculating systems.

Ultraviolet Dosage Required For 99.9% Destruction of Various Organisms ($\mu\text{W}\cdot\text{s}/\text{cm}^2$ at 254 nanometer)			
Bacteria		Mold Spores	
<i>Bacillus anthracis</i>	8,700	<i>Aspergillus flavus</i>	99,000
<i>B. enteritidis</i>	7,600	<i>Aspergillus glaucus</i>	88,000
<i>B. Megatherium</i> sp. (vegetative)	2,500	<i>Aspergillus niger</i>	330,000
<i>B. Megatherium</i> sp. (spores)	52,000	<i>Mucor racemosus A</i>	35,200
<i>B. paratyphosus</i>	6,100	<i>Mucor racemosus B</i>	35,200
<i>B. subtilis</i> (vegetative)	11,000	<i>Oospora lactis</i>	11,000
<i>B. subtilis</i> (spores)	58,000	<i>Penicillium digitatum</i>	88,000
<i>Clostridium tetani</i>	22,000	<i>Penicillium expansum</i>	22,000
<i>Corynebacterium diphtheria</i>	6,500	<i>Penicillium roqueforti</i>	26,400
<i>Eberthella typhosa</i>	4,100	<i>Rhizopus nigricans</i>	220,000
<i>Escherichia coli</i>	7,000		
<i>Leptospira interrogans</i>	6,000	Algae / Protozoa	
<i>Micrococcus candidus</i>	12,300	<i>Chlorella vulgaris</i> (algae)	22,000
<i>Micrococcus sphaeroides</i>	15,400	Nematode eggs	92,000
<i>Mycobacterium tuberculosis</i>	10,000	Paramecium	200,000
<i>Neisseria catarrhalis</i>	8,500		
<i>Phytomonas tumefaciens</i>	8,500	Virus	
<i>Proteus vulgaris</i>	6,600	Bacteriophage (<i>E. coli</i>)	6,600
<i>Pseudomonas aeruginosa</i>	10,500	Hepatitis virus	8,000
<i>Pseudomonas fluorescens</i>	6,600	Influenza virus	6,600
<i>Salmonella enteritidis</i>	7,600	Polio virus	6,000
<i>Salmonella paratyphi</i>	6,100	Rotavirus	24,000
<i>Salmonella typhimurium</i>	15,200	Tobacco mosaic	440,000
<i>Salmonella typhosa</i> (Typhoid)	6,000		
<i>Sarcina lutea</i>	26,400	Yeast	
<i>Serratia marcescens</i>	6,200	Baker's yeast	8,800
<i>Shigella dysenteriae</i> (Dysentery)	4,200	Brewer's yeast	6,600
<i>Shigella paradysenteriae</i>	3,400	Common yeast cake	13,200
<i>Spirillum rubrum</i>	6,160	<i>Saccharomyces cerevisiae</i>	13,200
<i>Staphylococcus albus</i>	5,720	<i>Saccharomyces ellipsoideus</i>	13,200
<i>Staphylococcus aureus</i>	6,600	<i>Saccharomyces sp.</i>	17,600
<i>Streptococcus hemolyticus</i>	5,500		
<i>Streptococcus lactis</i>	8,800		
<i>Streptococcus viridans</i>	3,800		
<i>Vibrio cholerae</i>	6,500		

Limitations of UV treatment

Under ideal conditions, a UV unit can provide greater than 99% reduction of all bacteria. Even with this performance, ultraviolet disinfection has the following limitations:

“Point” Disinfection

UV units only kill bacteria at one point in a watering system and do not provide any residual germicidal effect downstream. If just one bacterium passes through unharmed (100% destruction of bacteria cannot be guaranteed), there is nothing to prevent it from attaching to downstream piping surfaces and proliferating.

Cells Not Removed

Bacteria cells are not removed in a UV unit but are converted into pyrogens. The killed microorganisms and any other contaminants in the water are a food source for any bacteria that do survive downstream of the UV unit.

Due to these limitations, the piping in a watering system treated by UV disinfection will need to be periodically sanitized with a chemical disinfectant.

Maintenance requirements for UV units

Lamp Replacement

UV lamps do not burn out as normal fluorescent lamps do. Instead, the UV lamps will solarize, reducing their intensity to about 60% of a new lamp after about one year of continuous use. When lamps are new, they will generate a dosage level near 60,000 $\mu\text{W-s}/\text{cm}^2$. When the dosage drops to 30,000 $\mu\text{W-s}/\text{cm}^2$ (the minimum dosage needed to effectively kill bacteria) lamps should be replaced. Lamp life will be shortened significantly if the lamp is turned on and off more frequently than once every eight hours.

Monitoring Performance

Water should be sampled and tested for bacteria counts regularly. Sample before and after the UV unit to test its performance. Water should also be sampled in the animal rooms since bacteria regrowth can occur downstream of the UV unit.

Cleaning

As water passes through the UV unit, minerals, debris and other material in the water will deposit out and onto the quartz or Teflon sleeve. This will limit the penetration of UV rays through the sleeve and into the water. To maintain high clarity, the glass around the lamp must be cleaned regularly. Cleaning frequency depends on the water quality and will be minimal with RO, distilled, or deionized water.

Monitoring UV Dosage

UV light intensity meters are available which indicate the penetration of UV light through the glass sleeve and the water. Low intensity means the UV dose is too low to provide adequate disinfection. This meter will indicate when cleaning or lamp replacement is needed.

UV Recirculation Systems

One application where ultraviolet disinfection is used is in recirculating delivery systems. In a recirculating system, water flows constantly from a storage tank, out to the pressure stations (or through the stations and through the piping in the animal rooms), then flows back to the storage tank. These installations use in-line UV units in the recirculating loop to provide control of bacterial growth.

However, one shouldn't assume that the UV unit would keep the water in such a system bacteria free. The UV unit may be working as specified killing 99% or more of the bacteria passing through, but it can only kill bacteria at one point in the loop. If just one microorganism passes through the unit unharmed, there is nothing to prevent it from attaching to downstream piping surfaces and multiplying (see bulletin on Biofilm).

Case Study Example

The simplified drawing of a recirculation system illustrates how bacterial levels can be high out in the animal rooms even when the UV unit is operating properly. The total bacteria counts in the sketch are typical of water samples taken from an actual automated watering system. The UV unit reduces the total bacteria count from 2000 to 10 per milliliter which is 99.5% reduction, but by the time the water reaches the inlet to the first pressure station the count has increased due to growth of bacteria attached to the interior piping downstream of the UV. The bacteria count is even higher after the water has passed through the animal room, probably picking up bacteria from the animal cage piping. Now this water returns to the storage tank where it sits...allowing bacteria to continue multiplying. The UV unit is doing its job controlling bacteria, but only at one point in the loop.

This example points out the following:

1. Recirculating systems need to be periodically sanitized to disinfect the piping in the loop that cannot be disinfected by the UV unit.
2. Water should be regularly sampled and tested for bacteria counts to determine the performance of the UV unit and the frequency of sanitization.
3. The storage tank in a recirculating system should be sized as small as possible to minimize the average time that water sits in the tank.

A UV disinfection unit is one tool which can be used to control bacteria in a recirculating system if it is operated and maintained properly, but it is not a magic bullet which can be installed, forgotten, and expected to keep the drinking water bacteria-free.

References

- Aquafine Corporation, "Ultraviolet Systems" brochure
Eccleston, B. May 1998. UV intensity levels affected by water quality. *Water Technology* 21(5):61-68.
Voitle, R. Ultraviolet Equipment for Potable Water Systems. Ideal Horizons, Inc. Rutland VT

Related Web Sites

- <http://www.hearinc.org/>
Aquafine Corporation Ultraviolet Systems.
<http://ourworld.compuserve.com/homepages/ottaway/ultrav.htm>
Drinking Water Help Homepage: Ultra Violet Radiation
<http://www.wqa.org/Technical/Improving-Water-Through-Disinfection.html#UV>
Section on Ultraviolet Disinfection in a Water Quality Association technical paper titled "Improving the Quality of Water Through Disinfection"

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: Penner Patient Care, Inc.

Signed: [Signature]

Date: 1/6/2016

Title: National Sales Mgr.

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 exceeds 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: Penner Patient Care, Inc.

Authorized Signature: [Signature] Date: 1-4-16

State of Nebraska

County of Hamilton, to-wit:

Taken, subscribed, and sworn to before me this 4 day of January, 2016.

My Commission expires 11/18/19, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC Sarah Enderle

