



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

[List View](#)

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 881938

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 1400

Vendor ID: VS0000014820

SO Doc ID: AGR2100000020

Legal Name: DATASCOPE CORP

Published Date: 5/12/21

Alias/DBA:

Close Date: 5/27/21

Total Bid: \$4,095.00

Close Time: 13:30

Response Date: 05/27/2021

Status: Closed

Response Time: 12:01

Solicitation Description: Preventative Maintenance

Responded By User ID: GetingeUSA2017

Total of Header Attachments: 1

First Name: Chris

Total of All Attachments: 1

Last Name: Schulte

Email: sue.evans@getinge.com

Phone: 973-709-7389



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

State of West Virginia
Solicitation Response

Proc Folder: 881938
Solicitation Description: Preventative Maintenance
Proc Type: Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2021-05-27 13:30	SR 1400 ESR05272100000007870	1

VENDOR
VS0000014820
DATASCOPE CORP

Solicitation Number: CRFQ 1400 AGR2100000020
Total Bid: 4095
Response Date: 2021-05-27
Response Time: 12:01:39
Comments:

FOR INFORMATION CONTACT THE BUYER
Jessica S Chambers
(304) 558-0246
jessica.s.chambers@wv.gov

Vendor		
Signature X	FEIN#	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Preventative Maintenance				4095.00

Comm Code	Manufacturer	Specification	Model #
81101706			

Commodity Line Comments:

Extended Description:

Pricing must be provided per the attached Exhibit A Pricing Page.

WEST VIRGINIA DEPT OF AGRICULTURE / 2149784
CHARLESTON, West Virginia, 25305



Lydia Spakosky
Service Plan Administrator



Getinge USA Sales, LLC
1 Geoffrey Way
Wayne, NJ 07470
(888)-9GETUSA

WEST VIRGINIA DEPT OF AGRICULTURE / 2149784
1900 KANAWHA BLVD EAST
CHARLESTON, West Virginia, 25305

Lydia Spakosky
Service Plan Administrator

Renee See
rsee@wvda.us

usmaintenanceagreements@getinge.com

Quote Number: 000099401.1
5/06/2021
Page 2 of 4

Quote is valid for 90 days

RENEWAL ☒ **INITIAL** ☐

Term: 05/01/2021 To: 04/30/2022

Agreement Number: _____

Getinge USA Sales, LLC

By: _____

Name:

Title:

Date: _____

Service Rep: Zachary Hails

CUSTOMER'S ACCEPTANCE

By: _____

Name:

Title:

Date: _____



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1 Geoffrey Way
Wayne, NJ 07470
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usmaintenanceagreements@getinge.com

Quote Number: 000099401.1
5/06/2021
Page 3 of 4

GETINGE SERVICES QUOTE SUMMARY

Description	Yearly Option	Total Price
IC Getinge Care Plus Service Plan	1	\$ 4,095.00 (Total 1 Year)

Payment Terms: Annual

<u>Model Description</u>	<u>Serial No.</u>	<u>PM's Per Year</u>
522LS Sterilization, 21" Sm	04D05003	4
SES30C GENERATOR	GC319879R04	4



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Quote Number: 000099401.1
5/06/2021
Page 4 of 4

IC
Quote Line Items

Description	Qty	Unit Price	Annual Price	Extended Price
PLUS Sterilizer 1Y	1	\$3,276.00	\$3,276.00	\$3,276.00
PLUS Generator 1Y	1	\$819.00	\$819.00	\$819.00

Getinge USA Sales, LLC (Getinge) is pleased to submit the following quotation for the services described herein at the stated prices and terms. UNLESS THIS QUOTATION HAS BEEN DESIGNATED BY GETINGE AS BEING GOVERNED BY AN APPLICABLE GROUP PURCHASING ORGANIZATION OR INTEGRATED DELIVERY NETWORK AGREEMENT, THIS QUOTATION WILL BE GOVERNED BY GETINGE'S SERVICE AGREEMENT TERMS & CONDITIONS FOUND AT: getinge.com/service/terms. Any prior or collateral agreements, representations, promises or conditions, whether written or oral, in connection herewith, are superseded hereby. No modifications, waivers or termination of any provisions contained in this Agreement or any future agreements, representations, promises or conditions in connection with the subject matter hereof shall be binding upon Getinge unless made in writing and signed by an authorized officer thereof. Acceptance of any Customer's purchase order does not operate as acceptance of any different or additional terms. None of Getinge's terms may be rejected or revoked by Customer without the consent of Getinge's Legal Team. If you have any questions about this Agreement, please contact your local Getinge Service Representative. By signing this Quotation, you agree that you have reviewed and accepted Getinge's Terms and Conditions of Sales available at getinge.com/service/terms, and that you accept and agree to all of the terms hereof.

Standard Agreement Deliverables

Getinge Care Plus

Features

- Annual preventative maintenance labor
- Unscheduled maintenance (callback) labor
- Telephone response – 4 hours
- Getinge Online (Infection Control only)
- Onsite response – two business days (or as agreed upon per event)
- 94% Uptime guarantee

Note: All labor to be conducted during normal business hours, Monday to Friday (8:00 am to 5:00 pm local time).

Exclusions

- All scheduled (i.e. preventative maintenance) parts.
- All unscheduled (i.e. contract callback, break/fix, repair) parts.
- All equipment: daily, weekly and/or monthly cleaning (externally or internally if applicable) are excluded from this service agreement.
- Damage caused by not following OEM cleaning recommendations outlined in the OEM user manual. This includes chemical used for cleaning and adherence to cleaning frequency recommendations. All calls due to utility issues including component failures as a result of prolonged usage with improper utilities are not covered.
- It is the responsibility of the customer to have the equipment clean, safe, and available for service or maintenance. Any labor incurred while waiting for equipment availability is excluded from this agreement. The cost of support from vendors other than Getinge for troubleshooting/testing, above and beyond the release of the equipment for use by Getinge, will be excluded.

Pricing

- Parts and labor discounts are determined by GPO, IDN and/or new capital equipment spend levels.

Uptime Guarantee

- Measurement requires Getinge Online.
- Based on maximum 2,500 cycles annually (Sterilizers and Washers only).
- Scheduled maintenance downtime excluded.
- OEM parts and service must be used.
- Downtime not calculated if caused by operator error or utility Issues.
- Void if non OEM maintenance used.
- Void if operator level maintenance is not followed.

For answers to specific questions, contact the Getinge USA Sales LLC.

For additional information, please visit www.getinge.com/service or call the Customer Service Center at 888 9GETUSA.



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

State of West Virginia
Centralized Request for Quote
Miscellaneous

Proc Folder: 881938			Reason for Modification:
Doc Description: Preventative Maintenance			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-05-12	2021-05-27 13:30	CRFQ 1400 AGR2100000020	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : [Getinge USA Sales, LLC](#)

Address : [1 Geoffrey Way, Wayne NJ 07470](#)

Street :

City :

State :

Country :

Zip :

Principal Contact : [Jay Rae](#)

Vendor Contact Phone: jay.rae@getinge.com

Extension:

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
(304) 558-0246
jessica.s.chambers@wv.gov

DocuSigned by:

Vendor Signature X [9E063A1FCD4F4A4...](#)

FEIN#

DATE [05/25/2021](#)

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 West Virginia Department of Agriculture, Animal Health Division to establish a contract for annual maintenance for a Getinge sterilizer and generator per the terms and conditions and specifications as attached.

INVOICE TO

AGRICULTURE
DEPARTMENT OF
ADMINISTRATIVE SERVICES
1900 KANAWHA BLVD E
CHARLESTON WV
US

SHIP TO

AGRICULTURE
DEPARTMENT OF
MOOREFIELD FIELD OFFICE
60B INDUSTRIAL PARK RD
MOOREFIELD WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Preventative Maintenance				

Comm Code	Manufacturer	Specification	Model #
81101706			

Extended Description:

Pricing must be provided per the attached Exhibit A Pricing Page.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTION DEADLINE	2021-05-21

	Document Phase	Document Description	Page 3
AGR2100000020	Final	Preventative Maintenance	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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 Sales, LLC

Authorized Signature: Arlene Veitch

Date: May 10, 2021

State of New Jersey

County of Passaic, to-wit:

Taken, subscribed, and sworn to before me this 10 day of May, 2021.

My Commission expires March 9, 2025.

AFFIX SEAL HERE



NOTARY PUBLIC

SEane

WV-96
1/1/2019

STATE OF WEST VIRGINIA ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.

2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – ~~Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.~~

~~Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.~~

~~Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.~~

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – ~~Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.~~

8. **RISK SHIFTING** – ~~Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.~~

9. **LIMITING LIABILITY** – ~~Any language limiting the Vendor's liability for direct damages to person or property is deleted.~~

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – ~~Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.~~

WV-96
1/1/2019

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – ~~All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.~~
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

19. **THIRD-PARTY SOFTWARE** – ~~If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.~~
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Vendor: Getinge USA Sales LLC

DocuSigned by:

By:  _____

Printed Name: Jay T. Rae

Title: Director, Contract Strategy & Pricing Governance

Date: 5/10/2021