



Cardinal Health
3750 Torrey View Court
San Diego, CA 92130
858.617.2000 tel
888.876.4287 toll free
858.617.2900 fax

cardinalhealth.com

May 18, 2009

Ms. Roberta Wagner
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25311

Dear Ms. Wagner,

Cardinal Health, Alaris® products ("Cardinal Health") is pleased to respond to your Request for Quote for Alaris® Disposable Sets. We have provided the information requested in your quote. Cardinal Health's singular focus on increasing IV medication safety has given us a deeper understanding of the clinical issues that affect the safety of clinicians and patients. As a company dedicated to safety, we have one of the broadest offerings of IV infusion disposables in the market.

We hope to continue our partnership with Welch Community Hospital.

Thank you for your consideration. We stand ready to assist you in whatever needs you may have.

Sincerely,

Jason Armstrong
System Sales Consultant
Cardinal Health, Alaris® products

RECEIVED

2009 MAY 20 A 10:18

PURCHASING DIVISION
STATE OF WV



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

Request for Quotation

RFQ NUMBER
WEH90105

PAGE
1

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

RFQ COPY
TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/21/2009				

BID OPENING DATE: 05/21/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				OPEN-END BLANKET CONTRACT		
				Please refer to Attachment A, Disposable Purchase Agreement for the requested products.		
0001	3	CS		998-67	\$ 11.03	\$ 661.80
				ALARIS ADMINISTRATION SET, LOW SORBING, #72953		
				OR EQUAL.		
				PACKAGE 20/CS., PRICE AT \$.....EACH.CS/PRICE \$.....		
0002	58	CS		998-67	\$ 1.50	\$ 8,700.00
				LUER LOCK ADAPTER, #2000E OR EQUAL		
				PACKAGE 100/CS, PRICE AT \$.....EACH.CS/PRICE \$.....		
0003	2	CS		998-67	\$ 3.06	\$ 612.00
				EXTENSION SET W/2 FILTER & VALVE PORT, #20028E		
				OR EQUAL.		
				PACKAGE 100/CS, PRICE AT \$.....EACH.CS/PRICE \$.....		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	858 617-2000	May 20, 2009	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Contract Admin Manager	20-8837112		

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

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

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454 MCDOWELL STREET
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24801 304-436-8710

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04/21/2009				

BID OPENING DATE: 05/21/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
Please refer to Attachment A, Disposables Purchase Agreement for our pricing quote for the requested products.						
004	10	CS		998-67	\$ 2.38	\$ 2,380.00
EXTENSION VALVES, SMALL BORE, #20039E OR EQUAL						
PACKAGE 100/CS, PRICE AT \$.....EACH.CS/PRICE \$.....						
005	2	CS		998-67	\$ 3.91	\$ 638.00
EXTENSION VALVES, #30262E OR EQUAL						
PACKAGE 100/CS, PRICE AT \$.....EACH.CS/PRICE \$.....						
006	135	CS		998-67	\$ 6.10	\$ 41,175
ADMINISTRATION SET W/CV 2 VLV, 20 DROP, #72023E						
OR EQUAL.						
PACKAGE 50/CS., PRICE AT \$.....EACH.CS/PRICE \$.....						
007	1	CS		998-67	\$ 13.91	\$ 278.20
ADMINISTRATION SET, 150 BURETTE 3 VLV, #72163E						
OR EQUAL.						
PACKAGE 20/CS., PRICE AT \$.....EACH.CS/PRICE \$.....						

SIGNATURE	SEE REVERSE SIDE FOR TERMS AND CONDITIONS	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
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	WELCH, WV
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BID OPENING DATE: 05/21/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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Please refer to Attachment A, Disposables Purchase Agreement for our pricing quote for the requested products.

008	15	CS	998-67		\$ 1.42	\$ 2,130.00
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ADMINISTRATION SET, SECONDARY W/HANGER #72213N

OR EQUAL.

PACKAGE 100/CS, PRICE AT \$.....EACH.CS/PRICE \$.....

009	15	CS	998-67		\$ 12.01	\$ 3,603.00
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ADMINISTRATION BLOOD SET, 200 FILTER, 1 VLV #72980E

OR EQUAL.

PACKAGE 20/CS., PRICE AT \$..... EACH.CS/PRICE \$.....

FREIGHT TERMS: IF NOT FOB DESTINATION, VENDOR MUST STATE WHAT THESE TERMS WILL BE.

LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD.....2009 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.

UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE

Cardinal Health will comply per all terms in Attachment A, Disposables Purchase Agreement.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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HEALTH AND HUMAN RESOURCES
WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET
WELCH, WV
24801

304-436-8710

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04/21/2009				

BID OPENING DATE:

05/21/2009

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACT. Cardinal Health will comply per all terms in Attachment A, Disposables Purchase Agreement.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
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Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER
304-558-0067

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HEALTH AND HUMAN RESOURCES
WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET
WELCH, WV
24801

304-436-8710

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04/21/2009				

BID OPENING DATE:

05/21/2009

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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Cardinal Health will comply per all terms in Attachment A, Disposables Purchase Agreement.
VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY
MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY
RETAINED BY THE SPENDING UNIT.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES
FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-
CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER
ORDER.

THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT
SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND
CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED
DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES
AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY
ELECTRONIC MEDIUM SUCH AS CD-ROM.

INQUIRIES:
WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF
BUSINESS ON 5/5/2009. QUESTIONS MAY BE SENT VIA
USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO
VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE
QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL
QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:

ROBERTA WAGNER
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
CHARLESTON, WV 25311

FAX: 304-558-4115
E-MAIL: ROBERTA.A.WAGNER@WV.GOV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
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SHIP TO
HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL STREET WELCH, WV 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: 04/21/2009

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	BID OPENING TIME 01:30PM	UNIT PRICE	AMOUNT
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Cardinal Health will comply per all terms in Attachment A, Disposables Purchase Agreement.

EXHIBIT 4

LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.

REV. 3/88

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.

PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.

NOTICE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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SHIP TO HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL STREET WELCH, WV 24801 304-436-8710
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04/21/2009				

BID OPENING DATE: 05/21/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER:-----RW/FILE 22----- RFQ. NO.:-----WEH90105----- BID OPENING DATE:-----5/21/2009----- BID OPENING TIME:-----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: Fax: 866 972-1662 CONTACT PERSON (PLEASE PRINT CLEARLY): Jason Armstrong (614) 306-9860						

SIGNATURE		TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE	

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



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	WELCH COMMUNITY HOSPITAL
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	WELCH, WV 24801 304-436-8710

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04/21/2009				

BID OPENING DATE: 05/21/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
010	12	MN		962-24-00-000	\$ 55.67	\$ 668.04
ESTIMATED SHIPPING/DELIVERY FEE FOR ONE SHIPMENT						
PER MONTH.						
Please refer to Attachment A, Disposables Purchase Agreement for our pricing quote for the requested products.						
***** THIS IS THE END OF RFQ WEH90105 ***** TOTAL:						\$ 60,846.04

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
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Welch Community Hospital
WEH90105 Cardinal Alaris IV Supplies or Equal

GENERAL INFORMATION

Project:

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital, "Agency" is soliciting Quotations for a blanket open-end contract to supply Cardinal-Alaris IV supplies or equal that will be compatible with the Alaris 7100GV IV pumps and Alaris 7100K IV pumps for Welch Community Hospital.

OPERATING ENVIRONMENT

Location

Facility is located in McDowell County at Welch Community Hospital, 454 McDowell Street, Welch WV 24801

Background:

Welch Community Hospital is a 124 bed hospital, 59 of which are Long Term Care beds. Acute care beds include: 8 Intensive Care beds; 2 Pediatric beds; 10 Obstetrical beds and 45 medical/Surgical beds. The hospital serves the counties of McDowell, Wyoming and Mingo with a total market population of about 83,000.

PROCUREMENT SPECIFICATIONS

Please refer to Attachment A, Disposable Purchase Agreement for our pricing quote for the requested products.

General Requirements and Specifications

1. Vendor shall provide Cardinal-Alaris IV supplies or equal that will be compatible with the Alaris 7100GV IV pumps and Alaris 7100K IV pumps for Welch Community Hospital as listed below.

A. 72953	ALARIS ADMINISTRATION SET, LOW SORBING
B. 2000E	LUER LOCK ADAPTER
C. 20028E	EXTENSION SET W/2 FILTER & VALVE PORT
D. 20039E	EXTENSION VALVES, SMALLBORE
E. 30262E	EXTENSION VALVES
F. 72023E	ADMINISTRATION SET W/CV 2 VLV, 20 DROP
G. 72163E	ADMINISTRATION SET, 150 BURETTE 3 VLV
H. 72213N	ADMINISTRATION SET, SECONDARY W/HANGER
I. 72980E	ADMINISTRATION BLOOD SET, 200 FILTER, 1 VLV
2. The quantities listed on the cost sheet are for bidding purposes only. The vendor will be required to provide actual quantities needed, be it more or less.
3. IV supplies will be shipped as requested within six (6) days of the vendor receiving the order.

Welch Community Hospital
WEH90105 Cardinal Alaris IV Supplies or Equal

Term of Contract

This contract shall be for the period of one year with the option of two (2) one (1) year renewals.

Cost Evaluation

It is preferred that each responder use the cost proposal sheet provided. Evaluation and award will be made to vendor meeting specifications, based on lowest **grand total** amount.

Payment

The vendor shall submit invoices, in arrears, to the facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payment for reagent and consumables will be made in arrears upon delivery of IV supplies. State law forbids payment of invoices prior to receipt of goods or services.

Cardinal Health will comply per all terms in Attachment A, Disposables Purchase Agreement.

	Cardinal Alaris VENDOR ITEM #	DESCRIPTION	UNIT PRICE	UNITS PER CASE	PRICE PER CASE	ESTIMATED ANNUAL USAGE BY CASE	ESTIMATED ANNUAL COST
1.	72953	ALARIS ADMINISTRATION SET LOW SORBING	11.03	20	220.60	3	661.80
2.	2000E	LUER LOCK ADAPTER	1.50	100	150.00	58	8,700.00
3.	20028E	EXTENSION SET W/2 FILTER 7 VALVE PORT	3.06	100	306.00	2	612.00
4.	20039E	EXTENSION VALVES, SMALLBORE	2.38	100	238.00	10	2,380.00
5.	30262E	EXTENSION VALVES	3.19	100	319.00	2	638.00
6.	72023E	ADMINISTRATION SET W/2V 2VLV, 20 DROP	6.10	50	305.00	135	41,175.00
7.	72163E	ADMINISTRATION SET, 150 BURETTE 3 VLV	13.91	20	278.20	1	278.20
8.	72213N	ADMINISTRATION SET, SECONDARY W/HANGER	1.42	100	142.00	15	2,130.00
9.	72980E	ADMINISTRATION BLOOD SET, 200 FILTER, 1VLV	12.01	20	240.20	15	3,603.00
Total Estimated Annual Usage Cost							(A) 60,178.00
Total Estimated on 12 Deliveries Annually							(B) 668.04
Total Estimated Grand Total*							(A + B) \$60,846.04

10. Delivery Fee (Estimated 1 Order per Month)

*Evaluation and award will be made to vendor meeting specifications, based on lowest grand total amount.

RFQ No. WEH90105STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: Date: 5/19/09

ADDENDUM No. 1



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

Request for Quotation

RFQ NUMBER
WEH90105

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

RFQ COPY

TYPE NAME/ADDRESS HERE
Cardinal Health Solutions, Inc.
3750 Torrey View, Ct.
San Diego, CA 92130

HEALTH AND HUMAN RESOURCES
WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET
WELCH, WV
24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/06/2009				

BID OPENING DATE: 05/21/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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We acknowledge receipt of the addendum.

ADDENDUM NO. 1

1. QUESTIONS AND ANSWERS ATTACHED.
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.

EXHIBIT 10

REQUISITION NO.: WEH90105

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

- NO. 1
NO. 2
NO. 3
NO. 4
NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

SIGNATURE			TELEPHONE 858 617-2000		DATE May 20, 2009
TITLE Contract Admin Manager		FEIN 20-8837112		ADDRESS CHANGES TO BE NOTED ABOVE	

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

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

Cardinal Health will comply per the terms in Attachment A, Disposables Purchase Agreement.

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

Request for Quotation

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

RFQ COPY
TYPE NAME/ADDRESS HERE

HEALTH AND HUMAN RESOURCES
WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/06/2009				

BID OPENING DATE: 05/21/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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VENDOR MUST CLEARLY 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.



SIGNATURE

Cardinal Health

COMPANY

May 20, 2009

DATE

REV. 11/96

END OF ADDENDUM NO. 1

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

ADDENDUM #1
WEH90105

Q.1) Can the Alaris RFQ be bid item by item or is it an all-or-none?

A.1) It is an all-or-none.

ATTACHMENT A



Disposables Purchase Agreement

Customer

Welch Community Hospital

(Name)
a(n) *corporation*
(State of Incorporation)
454 McDowell Street
(Address)
Welch, WV 24801
(City, State, Zip)

Ship to:

(Address)
(City, State, Zip)

P.O. NUMBER:

FOR CARDINAL HEALTH USE ONLY

Acct Cons./Alt. Site No.

Name

Group No. or Name

Customer No.

Master Terms No.

Start Date

Quote No.

Purchase Term: 12 Months

Cardinal Health Solutions, Inc. ("Cardinal Health") shall sell to the customer identified above ("Customer") the disposable Disposables identified in the following table pursuant to the terms stated in this Disposables Purchase Agreement ("Agreement"). Cardinal Health and Customer are each a "Party" and, collectively, the "Parties" to this Agreement.

Model Number	Unit Price	Units Per Case	Case Price
72953	11.03	20	220.60
2000E	1.50	100	150.00
20028E	3.06	100	306.00
20039E	2.38	100	238.00
30262E	3.19	100	319.00
72023E	6.10	50	305.00
72163E	13.91	20	278.20
72213N	1.42	100	142.00
72980E	12.01	20	240.20

- Purchase Term.** The "Purchase Term" shall commence on the Effective Date stated in Cardinal Health signature block of this Agreement and shall continue for the number of months stated in the Purchase Term box, above.
- Models.** "Model" means each disposable product identified by a Model Number in this Agreement. "Disposables" means units of any Model.
- Orders.** During the Purchase Term, Customer may order Disposables by delivering a verbal or written purchase order to Cardinal Health that states the quantity of units each Model desired.
- Purchase Prices.** For each Disposable ordered by Customer during the Purchase Term and delivered by Cardinal Health to Customer, Customer shall pay the Unit Price stated for that Disposable Model in this Agreement. Unit Prices are net of all discounts and other potentially applicable incentives, including group pricing. Cardinal Health shall deliver an invoice to Customer stating the Unit Prices for the Models Purchased by Customer promptly after Cardinal Health delivers the Disposables to Customer. Unit Prices shall be available through distributors forty-five (45) days after the Effective Date.

Disposables Purchase Agreement

5. **Delivery.** Cardinal Health shall deliver each Disposable ordered by Customer to Customer at Cardinal Health's shipping dock as soon as commercially reasonable after complete execution of this Agreement applicable to that Disposable. Unless Customer instructs otherwise, Cardinal Health shall arrange carriage of the Disposables on Customer's behalf from Cardinal Health's shipping dock to Customer's facility and, in that case, Customer shall pay Cardinal Health the freight charges Cardinal Health incurs to ship the Disposables.
6. **Payment.** After Cardinal Health delivers a Disposable, Cardinal Health shall deliver an invoice to Customer identifying that Disposable and stating the price or fee stated for that a Disposable in this Agreement. Customer shall pay the price or fee stated for a Disposable within thirty (30) days after Cardinal Health delivers an invoice to Customer consistent with this Section.
7. **Taxes.** Prices and fees stated in Agreements for Disposables do not include any taxes. Customer shall pay when due any sales, property, or other taxes or other assessments of any kind (other than any tax based solely on Cardinal Health's net income) and related interest and penalties arising from Customer's acquisition or possession of the Disposables.
8. **Limited Warranty.** For a period of one (1) year Delivery, each Disposable shall be free of any defect in workmanship or material (the "Limited Warranty"). If a Disposable fails to perform in accordance with the Limited Warranty because of a defect in workmanship or material, then, as Customer's sole remedy, Cardinal Health shall promptly replace the Disposable. EXCEPT FOR THE LIMITED WARRANTY STATED IN THIS SECTION, CARDINAL HEALTH DISCLAIMS ANY AND ALL WARRANTIES REGARDING THE DISPOSABLES.
9. **Restriction on Use of Disposables.** Customer shall use each Disposable only for Customer's internal use.
10. **Closed Male Luer Product.** For the purposes of this section, "Cardinal Health" means Cardinal Health 303, Inc. or any subsidiary of Cardinal Health, Inc. and "Closed Male Luer Product" means Cardinal Health's Texium™ closed male luer or any Cardinal Health product that incorporates the Texium™ closed male luer. Customer shall not use the Closed Male Luer Product to compound, transport, dispense, inject or administer a radioisotope or other radiopharmaceutical product unless Customer purchased the Closed Male Luer Product from the Nuclear Pharmacy Services business of Cardinal Health (Cardinal Health 414, Inc.), nor shall Customer provide, or authorize the use of, the Closed Male Luer Product to any third party to provide such services to Customer or any other health care provider.
11. **Exclusion of Consequential Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFITS.
12. **Default by Customer.** If Customer (i) fails to pay any payment required by this Agreement within ten (10) days after Cardinal Health delivers notice to Customer that the payment is past due or (ii) fails to cure any other breach of this Agreement within thirty (30) days after Cardinal Health delivers notice to Customer identifying the breach, then Cardinal Health may by notice declare Customer to be in default and may elect one or more of the following remedies to the extent permitted by applicable law in addition to and without prejudice to any other remedy available at law or equity, cancel this Agreement and/or lawfully repossess any Disposable for which Customer has not paid Cardinal Health in full.
13. **Assignment.** Neither Party may assign any of the Party's rights or obligations under this Agreement without the other Party's prior written consent, which the other Party shall not unreasonably withhold, provided that either Party may with notice assign all of such Party's rights and obligations under this Agreement without the consent of the other Party upon the transfer of all or substantially all of such Party's assets, whether by merger, sale or otherwise.
14. **Discounts.** If any discount, credit, rebate or other Disposable incentive is paid or applied by Cardinal Health regarding the Disposables, then it is a "discount or other reduction in price" pursuant to the Medicare/Medicaid Anti-Kickback Statute. Each Party shall comply with the "safe harbor" regulations stated in 42 C.F.R. § 1001.952(h).
15. **Notices.** Any notice from one Party to the other Party related to this Agreement shall be in writing and shall be deemed to be given (i) upon delivery if by hand or by overnight courier or (ii) three days after it mailing, if by certified or registered mail to the receiving Party's Notice Address below. Either Party may change its Notice Address upon delivery of notice to the other Party.
16. **Confidentiality.** Except as required by law, neither Party shall disclose to a third party the terms of, or issue any public statement regarding, this Agreement without the other Party's prior written approval.
17. **Non-Waiver.** No right created by this Agreement shall be deemed waived unless specifically and expressly waived in a writing signed by the Party possessing the right.
18. **Governing Law.** This Agreement shall be governed by the laws of the state identified in Customer's Notice Address, below, without regard to that state's conflicts of law provisions.
19. **Prevailing Party.** If a Party prevails against another Party regarding any claim arising from or related to this Agreement, then the non-prevailing Party shall reimburse the prevailing party for costs, expenses, and attorneys' fees reasonably incurred by the prevailing party regarding such claim.

Disposables Purchase Agreement

20. Applicable Terms of GPO Agreement. If a Group Purchasing Organization agreement ("GPO Agreement") is applicable to the Models as of the Effective Date of this Agreement and if the GPO Agreement states that identified terms of the GPO Agreement are incorporated into this Agreement related to the Models, then the identified terms of the GPO Agreement shall be incorporated into this Agreement and shall supersede any conflicting term or condition in this Agreement.

21. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior written and oral agreements, proposals, and understandings between the Parties regarding the subject matter of this Agreement. No changes to this Agreement shall be effective unless signed by each Party.

Each person signing this document represents that he/she intends to and has the authority to bind his/her party to this Agreement.

Customer's Full Legal Name:

Customer's Notice Address:

By: _____

Print: _____

Title: _____

Date: _____

CARDINAL HEALTH SOLUTIONS, INC.

Notice Address:

Alaris® Products

Attn: Director of Contracts

3750 Torrey View Court

San Diego, CA 92130

By:  _____

Print/Title: Elizabeth Botticelli

Manager, Contracts Administration

Effective Date: _____