



Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-130

Attn Purchasing Division:

Thank you for the opportunity to provide further information about Sysmex.

Sysmex America, Inc., the U.S. headquarters of Sysmex Corporation (Kobe, Japan), is a world leader in clinical laboratory systematization and solutions, including clinical diagnostics, automation and information systems. While providing a complete range of productivity-enhancing systems - from small to large - we deliver the highest possible level of clinical accuracy, quality and reliability. Whether your laboratories analyze a few samples or a few thousand samples a day, Sysmex's productivity tools will optimize your workflow, maximize your resources, improve your turnaround time and make your lab more competitive.

At Sysmex we believe the future of laboratory medicine depends upon the seamless integration of diagnostic testing and information technology. The demands for efficiency placed on healthcare providers to "do more with less" depends on this tighter coupling of sample and information management. Our diagnostic systems offer this unprecedented unity of instrumentation and informatics, utilizing Intelligent Automation™, to provide our customers with the ability to control the movement of the sample and data acquisition in a single view.

Today Sysmex Corporation is an integrated, leading manufacturer of diagnostic systems and is involved in the development, production, marketing and servicing of clinical laboratory testing devices, reagents and software in the fields of urinalysis, hematology, hemostasis, immunochemistry, life sciences, information systems and industrial particle analysis. Our mission is to improve the well-being of the people throughout the world by providing unparalleled products, service and support to our customers. This commitment is borne out in our long history of innovative product releases, strong corporate alliances and a lasting commitment to research and development.

Sysmex Corporation is a publicly traded company listed on the Tokyo Stock Exchange and Osaka Securities Exchange. It is headquartered in Kobe, Japan, with offices throughout Japan, North and South America, Europe and Asia-Pacific. Serving customers for over 40 years in more than 150 countries, we focus on extending the boundaries of diagnostic science while providing the management information tools that make a real difference in clinical and operational results for people worldwide. Additional information about Sysmex America, Inc. can be found at www.sysmex.com/usa.

We look forward to working with you and serving your needs in a long and successful relationship. If you have any questions, please contact me at (919)-830-1855 or mcgurnj@sysmex.com.

Thank you,

Jon McGurn
Health Systems Account Manager

Sysmex America, Inc.

One Nelson C White Parkway, Mundelein, IL 60060
Phone 847-996-4500 · 1-800-3SYSMEX (1-800-379-7639)

www.sysmex.com

**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

Request for Quotation

RFQ NUMBER
 WEH90114

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

*621153824 847-996-4302
 SYSMEX AMERICA INC
 ONE NELSON C WHITE PKWY
 MUNDELEIN IL 60060

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
01/21/2009				

BID OPENING DATE: 02/19/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2	EA	193-12			
<p>OPEN-END BLANKET CONTRACT FOR REAGENTS/CONSUMABLES PLUS THE PURCHASE OF 2 (TWO) NEW FULLY AUTOMATED HEMATOLOGY ANALYZERS.</p> <p>FULLY AUTOMATED HEMATOLOGY ANALYZERS</p> <p>REQUEST FOR QUOTATION</p> <p>TO PROVIDE TWO NEW FULLY AUTOMATED HEMATOLOGY ANALYZERS (COULTER LH 500 HEMATOLOGY SYSTEMS OR EQUAL), FOR THE LABORATORY AT WELCH COMMUNITY HOSPITAL AND AN OPEN END CONTRACT TO PURCHASE REAGENTS/CONSUMABLES FOR USE WITH THE HEMATOLOGY ANALYZER SYSTEMS, PER THE ATTACHED SPECIFICATIONS.</p> <p>RE-BID OF WEH90093</p> <p>REAGENT/CONSUMABLES CONTRACT WILL BE FOR A ONE YEAR PERIOD WITH THE OPTION OF TWO (2), ONE (1) YEAR RENEWALS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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<p>AWARD..... 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.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</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>						

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<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 VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>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.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 02/03/2009. 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 QUESTION</p>						

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<p>ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>PLEASE NOTE: THE PRICE ADJUSTMENT IS ONLY APPLICABLE TO THE REAGENTS/CONSUMABLES. EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER</p>						

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<p>ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>IF THE VENDOR CANNOT GUARANTEE A FIRM PRICE FOR THE LIFE OF CONTRACT, HE MUST INDICATE ONE OF THE PARAGRAPHS LISTED BELOW. FAILURE TO QUALIFY THE PREFERRED TERMS WILL BIND THE VENDOR TO A FIRM PRICE FOR THE LIFE OF THE CONTRACT.</p> <p>ALTERNATE TERMS: () THE PRICES ON THIS CONTRACT WILL REMAIN FIRM FOR DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT. PRICES WILL REMAIN FIRM AFTER EACH PRICE ADJUSTMENT FOR A MINIMUM OF DAYS. () THE VENDOR DOES NOT AGREE TO MAINTAIN A FIRM PRICE FOR THE LENGTH OF THE CONTRACT BUT OFFERS AN ALTERNATE PROPOSAL AS FOLLOWS: </p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING</p>						

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PROBIDERS

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<p>ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>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.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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BUYER:-----RW/FILE 22-----						
RFQ. NO. :-----WEH90114-----						
BID OPENING DATE:-----02/19/2009-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

0002	1	JB	193-12	OPEN END CONTRACT TO PROVIDE REAGENTS/CONSUMABLES		
***** THIS IS THE END OF RFQ WEH90114 ***** TOTAL:						

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REQUEST FOR QUOTATION
Department of Health and Human Resources
Welch Community Hospital
RFQ #WEH90114

GENERAL INFORMATION

Purpose:

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 to purchase two (2) new fully automated hematology analyzers, Coulter LH 500 Hematology System or equal, for the Laboratory at Welch Community Hospital and to purchase reagents/consumables for the hematology analyzer systems.

Project:

The mission or purpose of this project is to purchase two (2) new hematology analyzers, Coulter LH 500 Hematology System or equal, for the laboratory at Welch Community Hospital as well as the purchase of necessary reagents/consumables to be used as needed with the hematology analyzers purchased.

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.

The following numbers represent the typical utilization encountered by the outpatient service area of Welch Community Hospital for the 2007 fiscal year:

Emergency Room Patients – 10,441
 Observation Visits – 542
 Clinic Patients – 25,524
 Surgeries – 343
 Deliveries – 78
 Laboratory Tests – 771,015
 Radiology – 15,063
 CAT Scans – 2,529
 Ultrasound – 1,869

WEH – Reagents/Consumables

Mammography – 633
 Respiratory Tests – 21,402
 Electrocardiograms – 4,231
 Admissions – 974
 Long Term Card ADC (48 Patients per day) – 94%
 Overall ADC (60 Patients per day) – 66%
 Total Patient Days (17,514 Long Term Care and 4,496 Acute Care Days) – 22010

Outpatient Services Provided Are:

Primary Care and Family Practice in a Certified Rural Health Setting
 Pediatric Clinic
 Newborn Care
 Internal Medicine
 Surgery
 Emergency Room Services
 Radiology Services Including:
 Diagnostic
 CAT Scan
 Ultrasound
 Mammography
 EKG, Cardiac Doppler Studies, Stress Testing and Respiratory Therapy Services
 Laboratory Services

PROCUREMENT SPECIFICATIONS

General Requirements

The purpose of this project is to purchase two (2) new fully automated hematology analyzers, Coulter LH 500 Hematology System or equal, and reagent/consumables for Welch Community Hospital.

Scope of Work:

The vendor shall provide hematology analyzer equipment and reagent/consumables **as needed** for the Laboratory at Welch Community Hospital. Hematology analyzer equipment will include computer, monitor, keyboard, and laser printer.

1. The vendor will ensure that a local engineer/technician is available to provide service within 12 hours or less of receiving a service call during normal business hours 8:00 am to 5:00 pm, 24 hours or less during all other hours of operation, including weekends and holidays. Also, Technical support must be available via telephone 24 hours a day/7 days a week to troubleshoot problems and/or answer staff questions.
2. Reagents and consumables will be shipped as requested within six (6) days of the vendor receiving the order.
3. All reagents and test kits must have a minimum shelf life of ninety (90) days or more beyond date of receipt. Also, the vendor will ensure that each of the reagents delivered to the hospital have the maximum shelf life available for that specific product.
4. The number of tests kits listed on the cost sheet is for bidding purposes only. The vendor will be required to provide actual quantities needed, be it more or less.
5. Reagents will not have to be mixed before using and be immediately ready to put on the analyzer. Reagents must not need to be frozen or reconstituted-they must be ready to use out of the refrigerator.
6. All products and equipment are to be quoted FOB Destination, unless otherwise stated in vendor's quotation.
7. Warranty must include 1 year on parts, labor and travel during Standard Business Hours.
8. References shall be provided upon request.

Equipment Specifications:

The instrument must meet or exceed the following requirements:

A. SAMPLE HANDLING

1. System must have automated sample handling, including mixing and cap-piercing capability for at least 25 samples.
2. System must be able to automatically mix, sample and analyze calibration and control materials.

B. FAIL-SAFE Sample Management

1. Must have FAIL-SAFE sample management system:

- a. Positive tube identification (tube bar-code read at time of aspiration).
- b. Positive cassette/position identification (cassette and position bar-code read at time of aspiration).

C. Sample Volume

System shall perform the following:

1. Require 185ul (micro liter) whole blood for analysis in the automated (cap-piercing) mode.
2. Require 125ul sample in the manual or pre-dilute mode of a 1:3 dilution (minimum 50ul whole blood).
3. Require 50ul whole blood with 4 drops reagent A and 2ml (milliliter) reagent B for retic mode.
4. Automatic probe wipe and wash in manual mode.
5. Dual sample aspiration verifiers.
6. Specimen integrity check during and after aspiration.

D. Positive Barcode ID

1. System must have bar code capabilities.
2. System must have 2 identification fields, each of which can be alphanumeric or alpha or numeric up to 16 characters.
3. System must have a bar coded cassette number and position for additional audit trail allowing operator to easily identify the tube if further review is necessary.

E. Counting, Differential and Flagging Technology

1. Must extend analysis time for cytopenic samples (RBC {Red Blood Cells}, Plt {Platelets} and WBC {White Blood Cells}).
2. Must directly measure MCV (Mean Corpuscular Volume).
3. Must have visual displays of RBC volume distribution curves over the range 24 – 360 fl (femto-liter) using 256 channels which are 1.31 fl in size to provide maximum resolution.
4. Must have visual displays of Platelet volume distribution curves from 2 – 20 fl using 64 channels which are 0.28 fl in size to provide maximum resolution.
5. Must use sweep flow to maximize sensing in the RBC/Plt apertures.
6. Must provide a differential analysis in a single channel using the three technologies of volume, conductivity, and scatter in order to maximize resolution, specificity, and efficiency.
7. Must be able to provide a differential on WBC equal or greater than 100 cells/ul.
8. Must directly measure each leukocyte population (vs. calculated parameters) in order to provide more accurate results.

9. Must analyze leucocytes in their near-native state so as not to physically or biochemically alter their morphology. (No cytochemical stains, therefore a much cleaner system and more reliable results).
10. Must include customer definable definitive flags and instrument generated suspect flags.

F. Modes of Operation

1. Must be capable of automatic, cap-piercing whole blood mode running by profile type:
 - a. CBC
 - b. CBC/Differential

G. Parameters:

1. System must perform and display a hematology profile consisting of at least the following 26 parameters:

- a. White Blood Cell Count per ul.
- b. Lymphocyte % (by percentage).
- c. Monocyte %.
- d. Neutrophil %.
- e. Eosinophil %.
- f. Basophil %.
- g. Lymphocyte # (by whole number).
- h. Monocyte #.
- i. Neutrophil #.
- j. Eosinophil #.
- k. Basophil #.
- l. Red Blood Cell Count per ul.
- m. Hemoglobin g/dl (gram per deci-liter).
- n. Hematocrit %.
- o. Mean Corpuscular Volume per fl (femto-liter).
- p. Mean Corpuscular Hemoglobin pg (pico-gram).
- q. Mean Corpuscular Hemoglobin Concentration g/dl.
- r. Red Cell Distribution Width %.
- s. Platelet Count per ul.
- t. Mean Platelet Volume fl.
- u. Plateletcrit %.
- v. Platelet Distribution Width %.

- w. Reticulocyte #.
- x. Reticulocyte %.
- y. Mean Reticulocyte Volume.
- z. Immature Reticulocyte Fraction.

H. Data Management

System must provide an Information Management System offering flexibility for easy interfacing, addition of peripheral devices and future software via disk.

I. Information Management

Information Management System must be able to provide:

1. 3 different levels of user access for security of data and system configuration.
2. At least 20,000 numeric patient results, including graphic results and list mode data.
3. An unlimited number of user-definable control files.
4. An unlimited number of patient control files.
5. Setup of files for each shift worked.
6. Record reagent information lot numbers.
7. Entry of control data from diskette.
8. AutoStop in the event of unacceptable control data.
9. A database of location and physician.
10. User defined decision rules to optimize and standardize laboratory processes 24hrs a day.
11. Transmission of patient results, control results, numeric and graphic to as host computer.

J. Short Term Storage

Must provide short term storage for:

1. Startup log.
2. Calibration.
3. Reproducibility.
4. Carryover.
5. Maintenance.
6. System Events

K. Quality Control (QC)

1. System must combine the following QC techniques:
 - a. Storage and analysis of commercial control data.
 - b. Daily instrument checks.
 - c. Patient results by operator.
 - d. Storage of patient results with XB analysis with AutoStop function after two successive batches exceed limits.
 - e. Archive any or all control data to floppy disk.
 - f. Interlaboratory Quality Assurance Program (IQAP).
2. IQAP assessment.
3. Automated calibration with values from diskette.

L. MAINTENANCE

System must have zero routine daily maintenance which includes utilization of the following features:

1. Self-cleaning blood sampling valve.
2. Proprietary pull-apart pinch tubing.
3. Cleaning agent, which eliminates the need for routine bleaching.
4. Burn circuit, which purges apertures of sample residues after each cycle with specified voltage.
5. Automatic anti-clog device for VCS (Volume, Conductivity, Scatter) Cell Analysis Chamber.
6. Must have "STAT" capability with positive bar code identification.
7. Cap piercing needle should be single needle assembly, which both pierces and vents while minimizing trauma to the rubber cap.
8. Must provide sensing alerts for low reagents.
9. Manufacturer must provide commercial control materials for routine quality control of CBC and extended differential parameters.

M. Throughput

System must have a throughput of up to 75 samples per hour in the CBC Primary mode when processing samples with the following criteria:

WEH – Reagents/Consumables

WBC > 7.0×10^3 cells/ul.

RBC > 5.0×10^6 cells/ul.

Plt > 300×10^3 cells/ul.

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.

Award will be based on the overall lowest grand total.

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 equipment will be made in arrears, upon completion of delivery, installation and in-service training and receipt of invoice.

Payment for reagent and consumables will be made in arrears upon delivery of reagents/consumables. State law forbids payment of invoices prior to receipt of goods or services.

Cost Sheet
WEH90114

Equipment Description		Quantity	Equipment Each	Total Equipment Cost
1	Coulter LH 500 or equal	2	\$	\$
2	Equipment Delivery and Inservice Training	1	\$	\$
3	Year 2 Maintenance Agreement Upon Renewal	1	\$	\$
4	Year 3 Maintenance Agreement Upon Renewal	1	\$	\$
Total			(A)	\$

*The estimated annual usage per unit is based on the following estimated number of test (CBC /Diff's 26,828, Control Runs 7,300 per year and 2 Calibration procedures per year per per instrument) to be performed using the Coulter LH 500 or equal:

Item No.	Reagent/Consumable Description	Vendor Item Number	*Estimated Annual Usage Per Unit	Unit Price	Estimated Annual Cost
1	LH 700 Series Diluent, 20 L or equal		114	\$	\$
2	Lyse S III dif, 5 L or equal		12	\$	\$
3	LH 700 Series Pak, EA or equal		16	\$	\$
4	LH Cleaner, 10 L or equal		14	\$	\$
5	Latron Control, 5x16mL or equal		18	\$	\$
6	Latron Primer, 5x16mL or equal		18	\$	\$
7	5C Tri-Pak, 12x3.3mL or equal		48	\$	\$
8	S-CAL, 2x4.2mL or equal		4	\$	\$
9*				\$	\$
10*				\$	\$
11*				\$	\$
12*				\$	\$
13*				\$	\$
14*				\$	\$
15*				\$	\$
Total Reagent/Consumables				(B)	\$

Grand Total (A)+(B)

* Add any additional reagents/consumables that would be in addition to the items listed above with estimated annual usage based on the above estimated numbers to allow items to be included in the evaluation process.

Award will be made on the overall grand total of all items requested

Vendor will invoice hospital for reagents/consumables and payment will be made in arrears
 Vendor will invoice hospital for equipment, delivery, and inservice, payment will be made in arrears
 Vendor will invoice hospital upon renewal for maintenance agreement quarterly and payment will be made in arrears

Vendor Signature _____ Vendor Name _____ Date _____

STATE 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: _____

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 Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident 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% resident 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% resident 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% resident 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% resident 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% resident 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.

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

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

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

Bidder: _____ Signed: _____
Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive



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
 WEH90114

PAGE
 1

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

VENDOR FOR

*621153824 847-996-4302
 SYSMEX AMERICA INC
 ONE NELSON C WHITE PKWY
 MUNDELEIN IL 60060

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
02/06/2009				

BID OPENING DATE: 02/19/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ATTACHED.						
2. ADDENDUM ACKNOWLEDGMENT 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.: WEH90114						
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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

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



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
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PAGE
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02/06/2009				

BID OPENING DATE: 02/19/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>..... SIGNATURE COMPANY DATE</p> <p>REV. 11/96</p> <p>END OF ADDENDUM NO. 1</p>						

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

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



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

Request for Quotation

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 WELCH, WV 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/06/2009				

BID OPENING DATE: 02/19/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2	EA		193-12		
	FULLY AUTOMATED HEMATOLOGY ANALYZERS					
0002	1	JB		193-12		
	OPEN END CONTRACT TO PROVIDE REAGENTS/CONSUMABLES					
***** THIS IS THE END OF RFQ WEH90114 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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

**ADDENDUM #1
WEH90114**

Q.1 Could you provide me guidance as to whether we should use Premier or Government pricing?

A.1 "We are a State Agency and a governmental entity. If Premier is associated with Amerinet pricing, we are not eligible for that pricing nor are we eligible for GPO pricing on anything but pharmaceuticals."

REQUEST FOR QUOTATION

Department of Health and Human Resources

Welch Community Hospital

RFQ #WEH90114

GENERAL INFORMATION

Purpose:

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 to purchase two (2) new fully automated hematology analyzers, Coulter LH 500 Hematology System or equal, for the Laboratory at Welch Community Hospital and to purchase reagents/consumables for the hematology analyzer systems.

Project:

The mission or purpose of this project is to purchase two (2) new hematology analyzers, Coulter LH 500 Hematology System or equal, for the laboratory at Welch Community Hospital as well as the purchase of necessary reagents/consumables to be used as needed with the hematology analyzers purchased.

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.

The following numbers represent the typical utilization encountered by the outpatient service area of Welch Community Hospital for the 2007 fiscal year:

Emergency Room Patients — 10,441

Observation Visits — 542

Clinic Patients — 25,524

Surgeries — 343

Deliveries — 78

Laboratory Tests — 771,015

Radiology — 15,063

CAT Scans — 2,529

Ultrasound 1,869

Mammography — 633

Respiratory Tests — 21,402

Electrocardiograms — 4,231

Admissions — 974

Long Term Card ADC (48 Patients per day) — 94%

Overall ADC (60 Patients per day) — 66%

Total Patient Days (17,514 Long Term Care and 4,496 Acute Care Days) — 22010

Outpatient Services Provided Are:

Primary Care and Family Practice in a Certified Rural Health Setting

Pediatric Clinic

Newborn Care

Internal Medicine

Surgery

Emergency Room Services

Radiology Services Including:

Diagnostic CAT

Scan Ultrasound

Mammography

EKG, Cardiac Doppler Studies, Stress Testing and Respiratory Therapy Services

Laboratory Services

PROCUREMENT SPECIFICATIONS

General Requirements

The purpose of this project is to purchase two (2) new fully automated hematology analyzers, Coulter LH 500 Hematology System or equal, and reagent/consumables for Welch Community Hospital.

Scope of Work:

The vendor shall provide hematology analyzer equipment and reagent/consumables as needed for the Laboratory at Welch Community Hospital. Hematology analyzer equipment will include computer, monitor, keyboard, and laser printer.

1. The vendor will ensure that a local engineer/technician is available to provide service within 12 hours or less of receiving a service call during normal business hours 8:00 am to 5:00 pm, 24 hours or less during all other hours of operation, including weekends and holidays. Also, Technical support must be available via telephone 24 hours a day/7 days a week to troubleshoot problems and/or answer staff questions. See attached service brochure.
2. Reagents and consumables will be shipped as requested within six (6) days of the vendor receiving the order. Sysmex can respond to customer requests if a PO and proper paperwork is received by customer service. (for special requests or overnight requests applicable shipping charges will apply.)
3. All reagents and test kits must have a minimum shelf life of ninety (90) days or more beyond date of receipt. Also, the vendor will ensure that each of the reagents delivered to the hospital have the maximum shelf life available for that specific product. Average shelf life of unopened reagents is 12 months, shelf life of opened reagents is 60 days.
4. The number of tests kits listed on the cost sheet is for bidding purposes only. The vendor will be required to provide actual quantities needed, be it more or less. See attached proposal.
5. Reagents will not have to be mixed before using and be immediately ready to put on the analyzer. Reagents must not need to be frozen or reconstituted-they must be ready to use out of the refrigerator. Sysmex reagents do not need premixing or refrigeration. Room temperature storage is the desired storage method.
6. All products and equipment are to be quoted FOB Destination, unless otherwise stated in vendor's quotation.

Delivery of Equipment will be made F.O.B. Destination, prepaid & insured by Sysmex with the exception of Alaska, Hawaii & Puerto Rico where Delivery of Equipment will be made F.O.B. Destination, freight prepaid & added to invoice. Seller retains title & control of delivery of the equipment until it is delivered to the customer shipping location and the contract of carriage has been completed & signed by customer. Risk of loss shall pass to You upon delivery.

We shall arrange for carriage & pay all shipping charges & pay for insurance to cover any damage or other loss related to the Product during delivery. We shall provide a shipment

notice describing the contents of each shipment, listing Product, Item #, Serial # & quantity. Delivery dates given in advance of actual delivery are estimated and deliveries will be made subject to prior orders on file with Us. We shall notify You of any change in the delivery date as soon as We become aware of the need to revise such delivery date.

Delivery of reagents, calibrators and controls for GPO Affiliate Agreements which have monthly or quarterly fixed Standing Orders will be F.O.B. Origin, freight prepaid by Sysmex (except shipment to Alaska, Puerto Rico or Hawaii which is freight prepaid and added to invoice). Delivery of reagents, calibrators and controls for Non-Affiliated Type "C" Agreements which have monthly or quarterly fixed Standing Orders will be F.O.B. Origin, freight prepaid by Sysmex (except shipment to Alaska, Puerto Rico or Hawaii which is freight prepaid and added to invoice). Delivery of reagents, calibrators and controls for Non-Affiliated Type "A" or "B" Agreements which have monthly or quarterly fixed Standing Orders will be F.O.B. Origin, freight prepaid & added to invoice. All orders for reagents, calibrators and controls regardless of Affiliation or contract type requested outside of monthly or quarterly fixed Standing Orders will be F.O.B. Origin, freight prepaid & added to invoice. Delivery of consumables & parts will be F.O.B. Origin, freight prepaid & added to invoice.

7. Warranty must include 1 year on parts, labor and travel during Standard Business Hours. Sysmex Warranty is one year from the ICN date and will cover expense associated with normal use during this time.
8. References shall be provided upon request

Equipment Specifications:

The instrument must meet or exceed the following requirements:

A. SAMPLE HANDLING

1. System must have automated sample handling, including mixing and cap-piercing capability

Instrument	Maximum number of racks	Maximum number of samples
HST	20 racks can be placed in the stock yard.	200 samples can be placed in the stock yard.
XE-Alpha N	20 racks	200 samples
XE-5000	10 racks	100 samples
XE-2100	10 racks	100 samples
XT-Series (XT-1800 & XT-2000)	5 racks	50 samples
XS-1000i auto loader	5 racks	50 samples

for at least 25 samples.

2. System must be able to automatically mix, sample and analyze calibration and control materials. Calibration is performed by the Sysmex Field Service Personnel. It is checked at each preventative maintenance and verified through SNCS. If out of specification, Sysmex FSR's will schedule time to perform the calibration.

B. FAIL-SAFE Sample Management

1. Must have FAIL-SAFE sample management system:
 - a. Positive tube identification (tube bar-code read at time of aspiration). Sysmex racks have the capacity to be bar-coded into the analyzer along with each tube for testing.
 - b. Positive cassette/position identification (cassette and position bar-code read at time of aspiration). Sysmex racks have the capacity to be bar-coded into the analyzer along with each tube for testing.

C. Sample Volume

System shall perform the following:

1. Require 185u1 (micro liter) whole blood for analysis in the automated (cap-piercing) mode. Sysmex only requires 180ul.
2. Require 125u1 sample in the manual or pre-dilute mode of a 1:3 dilution (minimum 50u1 whole blood). Sysmex only requires 85ul.
3. Require 50u1 whole blood with 4 drops reagent A and 2ml (milliliter) reagent B for retic mode. Sysmex XT-2000 doesn't require additional pre-treatment steps, controls, etc. for retic mode.
4. Automatic probe wipe and wash in manual mode. Sysmex analyzers will perform a rinse after sample.
5. Dual sample aspiration verifiers.
6. Specimen integrity check during and after aspiration.

D. Positive Barcode ID

1. System must have bar code capabilities. Sysmex Analyzers have bar code capabilities.
2. System must have 2 identification fields, each of which can be alphanumeric or alpha or

numeric up to 16 characters.

The types of bar codes acceptable to the instrument and the check digit(s) are listed below.

1) Sample No.

Type of Bar Code	Check Digit	Digits
ITF	None	Max. 15 digits (Sample ID No.)
	Modulus 10	Max. 15 digits (Sample ID No.) + 1 digit (Check digit) = 16 digits Max
NW-7(*)	None	Max. 15 digits (Sample ID No.)
	Modulus 11	Max. 15 digits (Sample ID No.) + 1 digit (Check digit) = 16 digits Max
	Weighted Modulus 11	
Modulus 16		
CODE 39	None	Max. 15 digits (Sample ID No.)
	Modulus 43	Max. 15 digits (Sample ID No.) + 1 digit (Check digit) = 16 digits Max
JAN-13	Modulus 10	12 digits (Sample ID No.) + 1 digit (Check digit) = 13 digits
JAN-8	Modulus 10	7 digits (Sample ID No.) + 1 digit (Check digit) = 8 digits
CODE 128	Modulus 103	Max. 15 digits (Sample ID No.) + 1 digit (Check digit) = 16 digits Max

3. System must have a bar coded cassette number and position for additional audit trail allowing operator to easily identify the tube if further review is necessary. Sysmex analyzers can be programmed through the LIS for this function.

E. Counting, Differential and Flagging Technology

1. Must extend analysis time for cytopenic samples (RBC {Red Blood Cells}, Plt {Platelets} and WBC {White Blood Cells}). Low end linearity to 0 – no extended counting time needed.
2. Must directly measure MCV (Mean Corpuscular Volume) Sysmex technology directly measures HCT.
3. Must have visual displays of RBC volume distribution curves over the range 24 - 360 fl (femto-liter) using 256 channels which are 1.31 fl in size to provide maximum resolution.

Sysmex technology uses floating discriminators to measure all cell populations allowing accuracy in normal and disease state measurements. MCV, RDW-CV and RDW-SD are provided.

4. Must have visual displays of Platelet volume distribution curves from 2 - 20 fl using 64 channels which are 0.28 fl in size to provide maximum resolution. Available – 2-20 fl measurement plus floating discriminators to measure changes in size of platelets.
5. Must use sweep flow to maximize sensing in the RBC/Plt apertures. Sysmex uses hydrodynamic focusing to prevent coincidence.
6. Must provide a differential analysis in a single channel using the three technologies of volume, conductivity, and scatter in order to maximize resolution, specificity, and efficiency. Sysmex uses fluorescent flow technology with cell specific dyes for accuracy in measurement of the WBC differential subpopulations
7. Must be able to provide a differential on WBC equal or greater than 100 cells/ul. Sysmex provides with Fluorescent flow technology
8. Must directly measure each leukocyte population (vs. calculated parameters) in order to provide more accurate results. Performed by Fluorescent flow in the differential channel.
9. Must analyze leucocytes in their near-native state so as not to physically or biochemically alter their morphology. (No cytochemical stains, therefore a much cleaner system and more reliable results). Cells are stained by fluorescent dye to provide specific information on nuclear content and cytoplasmic granulation/inclusion by WBC subpopulation types.
10. Must include customer definable definitive flags and instrument generated suspect flags. Sysmex allows both as well as customizable Q-flags to minimize manual review.

F. Modes of Operation

1. Must be capable of automatic, cap-piercing whole blood mode running by profile type: Sysmex complies.

- a. CBC
- b. CBC/Differential

G. Parameters:

1. System must perform and display a hematology profile consisting of at least the following 26 parameters: Sysmex will analyze the following Parameters. WBC, RBC, Hgb, Hct, MCV, MCH, MCHC, Plt, N%, L%, M%, E%, B%, N#, L#, M#, E#, B#, RDW-SD, RDW-CV, MPC, Retic%, Retic#, IRF, Plt-O, IG, & RET-He

- a. White Blood Cell Count per ul.
- b. Lymphocyte % (by percentage).
- c. Monocyte %.
- d. Neutrophil %.
- e. Eosinophil %.
- f. Basophil %.
- g. Lymphocyte # (by whole number).
- h. Monocyte #.
- i. Neutrophil #.
- j. Eosinophil #.
- k. Basophil #.
- l. Red Blood Cell Count per ul.
- l. Hemoglobin g/dl (gram per deci-liter).
- m. Hematocrit %.
- n. Mean Corpuscular Volume per fl (femto-liter).
- o. Mean Corpuscular Hemoglobin pg (pico-gram).
- p. Mean Corpuscular Hemoglobin Concentration g/dl.
- q. Red Cell Distribution Width %.
- r. Platelet Count per ul.
- s. Mean Platelet Volume fl.
- t. Plateletcrit %.
- u. Platelet Distribution Width %.
- v. Reticulocyte #.
- w. Reticulocyte %.
- x. Mean Reticulocyte Volume.
- y. Immature Reticulocyte Fraction.

H. Data Management

System must provide an Information Management System offering flexibility for easy interfacing, addition of peripheral devices and future software via disk. Sysmex has successfully interfaced with most LIS vendors and will work with Welch's LIS Vendor to guarantee a smooth transition.

I. Information Management

Information Management System must be able to provide:

1. 3 different levels of user access for security of data and system configuration. Sysmex Analyzers allow for multiply levels of security access for data and systems.
2. At least 20,000 numeric patient results, including graphic results and list mode data. Sysmex has 10,000 files for patients results, however, with transmittal to LIS the number can be greatly increased.
3. An unlimited number of user-definable control files. Sysmex has 24 files for controls.
4. An unlimited number of patient control files. Sysmex has 24 files for controls.
5. Setup of files for each shift worked. Yes, the operator may set up files for each shift. Sysmex will assist in creating these files.
6. Record reagent information lot numbers. Sysmex Complies.
7. Entry of control data from diskette. Sysmex provides a scanner bar code sheet with all relevant control data and studies.
8. AutoStop in the event of unacceptable control data. Sysmex analyzers will not autostop, however it will flag the results as out of acceptable range.
9. A database of location and physician.
10. User defined decision rules to optimize and standardize laboratory processes 24hrs a day. Sysmex Application Specialists will work with Welch staff to establish user definable rules.
11. Transmission of patient results, control results, numeric and graphic to a host computer. Sysmex complies.

J. Short Term Storage

Must provide short term storage for:

Sysmex analyzer contains short term memory for all events listed below.

1. Startup log.
2. Calibration.
3. Reproducibility.
4. Carryover.
5. Maintenance.
6. System Events

K. Quality Control (QC)

1. System must combine the following QC techniques:

- a. Storage and analysis of commercial control data. Sysmex complies.
- b. Daily instrument checks.
- c. Patient results by operator. Sysmex will assist in setting up hierarchies and operator results with key operators.
- d. Storage of patient results with XB analysis with AutoStop function after two successive batches exceed limits. Sysmex flags the results as out of specification but will not auto stop.
- e. Archive any or all control data to floppy disk. Data can be downloaded to a floppy disk or CD for archival of records. However, the data would need to be reloaded on to the analyzer for viewing.
- f. Interlaboratory Quality Assurance Program (IQAP).

Insight™, Sysmex's Web-based inter-laboratory quality assessment program for the X-Series hematology analyzers, is designed to facilitate evaluation of analyzer performance. Customers can upload quality control data into this system. You can then review streamlined and comprehensive report formats with statistical and graphical presentation of analyzer performance with respect to your peers any time and from anywhere.

2. IQAP assessment.

3. Automated calibration with values from diskette. Calibration is performed by Sysmex Field Personnel per CLIA requirements.

L. MAINTENANCE

System must have zero routine daily maintenance which includes utilization of the following features:

1. Self-cleaning blood sampling valve. The analyzer will perform a rinse after sample has been taken.
2. Proprietary pull-apart pinch tubing. Sysmex analyzers utilize minimal pinch tubing.
3. Cleaning agent, which eliminates the need for routine bleaching. Sysmex offers a cell cleaning agent, however we recommend bleaching in place of cell cleaning agent as it is cheaper.
4. Burn circuit, which purges apertures of sample residues after each cycle with specified voltage.
5. Automatic anti-clog device for VCS (Volume, Conductivity, Scatter) Cell Analysis Chamber. Sysmex sample aperture is relative small which eliminates clots from the system. The analyzers draw aperture is also elevated from the end of the needed thus does not draw clots in with the sample.

6. Must have "STAT" capability with positive bar code identification. Yes.
7. Cap piercing needle should be single needle assembly, which both pierces and vents while minimizing trauma to the rubber cap. Sysmex Complies.
8. Must provide sensing alerts for low reagents. Sysmex analyzers will alert both visually and audibly when reagents required changing.
9. Manufacturer must provide commercial control materials for routine quality control of CBC and extended differential parameters. Sysmex only requires one set of controls for all parameters. We don't require different controls for different tests reducing your costs.

M. Throughput

System must have a throughput of up to 75 samples per hour in the CBC Primary mode when processing samples with the following criteria: We process 80 per hour

WBC > 7.0×10^3 cells/ul.

RBC > 5.0×10^6 cells/ul.

Pit > 300×10^3 cells/ul.

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.

Award will be based on the overall lowest grand total.

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 equipment will be made in arrears, upon completion of delivery, installation and in-service training and receipt of invoice.

Payment for reagent and consumables will be made in arrears upon delivery of reagents/consumables. State law forbids payment of invoices prior to receipt of goods or services.

**Cost Sheet
WEH90114**

Equipment Description	Quantity	Equipment Each	Total Equipment Cost
Coulter LH 500 or equal	2	\$65835	\$131670
2 Equipment Delivery and Inservice Training	1	No cost	No cost
3 Year 2 Maintenance Agreement Upon Renewal	1	\$1423.80	\$2,8476
4 Year 3 Maintenance Agreement Upon Renewal	1	\$17085.6	34171.2
Total		(A)	\$194317.2

*The estimated annual usage per unit is based on the following estimated number of test
(CBC Miffs 26,828, Control Runs 7,300 per year and 2 Calibration procedures per year per
per instrument) to be performed using the Coulter LH 500 or equal:

Item No.	Reagent/Consumable Description	Vendor Item Number	*Estimated Annual	Unit Price	Estimated Annual
1	Cell Pack 20L	PK-30L	78	\$33.43	\$2607
2	Sulfolyser	SLS-220a	12	\$145.86	\$1750.32
3	Ret-Search II	Red-700A	12	\$204.26	\$2451.12
4	LH Cleaner, 10 L or equal	Not Needed	14	\$0	\$0
5	Latron Control, 5x16mL or equal	Not needed	18	\$0	\$0
6	Latron Primer, 5x16mL or equal	Not needed	18	\$0	\$0
7	E Check 4.5x4x3 lo normal high	199-4004-1	18	\$293.83	\$5288.94
8	S-CAL, 2x4.2mL or equal	FREE	4	\$Free	Free
9*	Stromatolyser FB	FBA-200A	22	\$82.58	\$1816.76
10*	Stromatolyser 4DL	FFD-220A	21	\$104.45	\$2193
11*	Stromatolyser 4DS	FFS-800A	14	\$301.83	\$4225.62
12*				\$	\$
13*				\$	\$
14*				\$	\$
15*				\$	\$
Total Reagent/Consumables				(B)	\$20332.76

Grand Total **(A)+(B)**

* Add any additional reagents/consumables that would be in addition to the items listed above with estimated annual usage based on the above estimated numbers to allow items to be included in the evaluation process.

Award will be made on the overall grand total of all items requested

Vendor will invoice hospital for reagents/consumables and payment will be made in arrears.
Vendor will invoice hospital for equipment, delivery, and inservice, payment will be made in arrears.
Vendor will invoice hospital upon renewal for maintenance agreement quarterly and payment will be made in arrears.

Vendor Signature _____ Vendor Name _____ Date _____

STATE 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 1 D, 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: _____



SYSMEX AMERICA, INC.
 One Nelson C. White Parkway
 Mundelein, IL 60060
 800-3-SYSMEX, 800-379-7639, 847-996-4500
www.sysmex.com

EQUIPMENT PURCHASE Option B AGREEMENT

ID: 18096
 gpo.ihn: 2540 Premier: Charlotte NC

Prepared Date: 2/12/2009
 Contract Number: _____
 Purchase Order Number: _____

IF A CUSTOMER PROVIDES A P.O. NUMBER, A COPY OF THE P.O. MUST ACCOMPANY THIS AGREEMENT. IF NO CUSTOMER P.O. IS ISSUED SYSMEX INVOICES WILL REFERENCE THE CONTRACT NUMBER. THIS AGREEMENT ("AGREEMENT") IS BETWEEN SYSMEX AMERICA, INC. ("SAI") AND THE CUSTOMER ("CUSTOMER") IDENTIFIED AS ("BILL TO") IN CUSTOMER INFORMATION (Section I), CUSTOMER AGREES TO ACCEPT & USE THE SYSMEX INSTRUMENT SYSTEM(S) DESCRIBED IN CUSTOMER COMMITMENT (Section II) AND TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR ATTACHED

TERMS OF THIS AGREEMENT SHALL GOVERN ANY SCHEDULES, PURCHASE ORDERS OR OTHER INSTRUMENTS ("SCHEDULES") NOW OR HEREAFTER SIGNED BY SYSMEX & CUSTOMER WHICH REFER TO THIS AGREEMENT. EACH SCHEDULE SHALL, IN ADDITION TO ANY SPECIAL PROVISIONS IN THE SCHEDULE, BE SUBJECT TO ALL OF THE REPRESENTATIONS, COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. TO THE EXTENT OF ANY CONFLICT BETWEEN REPRESENTATIONS, COVENANTS, TERMS & CONDITIONS OF THIS AGREEMENT AND A SCHEDULE, THIS AGREEMENT SHALL GOVERN IF ANY TERMS & CONDITIONS OF THIS AGREEMENT ARE IN CONFLICT WITH A NATIONAL GROUP PURCHASING AGREEMENT, TERMS & CONDITIONS OF THE NATIONAL GROUP PURCHASING AGREEMENT SHALL APPLY.

SECTION I: CUSTOMER INFORMATION (Requires Legal Name & Address)

"Bill To" Information				Customer#:	
Customer Name:	Welch Community Hospital				
Address:	454 Mc Dowell St				
City, State Zip:	Welch	WV	24801	Telephone:	+1 (304) 436-8683
Financial Contact:	Connie White			Phone:	+ (304) 436-8600

Site "Ship To" Information					
Site Name:	Welch Community Hospital				
Address:	454 Mc Dowell St				
City, State, Zip:	Welch	WV	24801	Telephone:	+1 (304) 436-8683
Site Contact:	Connie White			Phone:	+ (304) 436-8600

SECTION II: CUSTOMER COMMITMENT SUMMARY

A. Customer hereby elects the following purchase option:

- Equipment Purchase (B)
 Annual Service
 Monthly Reagent (Quote Only)

If either Option B or Option C above is selected the Term of this Agreement with respect to Equipment Service to be provided by Sysmex hereunder and the sale & purchase of reagents, hereunder (if applicable), shall be for the number of years as shown below, commencing on the Commencement Date as defined in #2 of the "Terms and Conditions" hereof. If Option A is selected Customer shall be obligated to purchase the Equipment on the terms set forth in this Agreement and the terms and conditions of Annual Service and Monthly Reagent Usage shall be set forth in a separate Agreement or Agreements between the parties.

B. The Term of this Agreement shall be: **3 years**

C. The following data tables supplement & modify the Agreement and in the event of any conflict or inconsistency between the Agreement and data tables, the terms of the data will govern & control however, all provisions of this Agreement shall remain in full force and effect

1. Pricing Summary Totals

Pricing Summary: Equipment Purchase: Option B		\$(USD)\$	\$(USD)\$	\$(USD)\$
Price Component	Annual Quoted Cost	Full Term Quoted Cost	Final Contract Cost	
Equipment Purchase			\$ 126,967.50	
Interface Payment		\$ -	\$ -	
Add'l Training Seats				
TOTAL AMOUNT DUE (Equipment & Training)			\$ 126,967.50	
Service Billing ¹	\$ 16,658.00	\$ 33,316.00	\$ 33,316.00	
Reagent Usage ²	\$ 24,219.97	\$ 72,659.91		
TOTAL CONTRACT PAYMENT			\$ 160,283.50	

⁽¹⁾ New Equipment has a 1 (one) year Warranty. ⁽²⁾ These quoted prices are valid for a period of 90 days only. Prices are subject to change without notice. The reagent costs set forth in this Agreement are **estimates only** based on usage and other information supplied to Sysmex by Customer (including the testing profile information set forth in #2 below) and actual costs may vary depending on Customer's actual usage of the Equipment.

The pricing summary set forth above and the prices & allowances set forth elsewhere in this Schedule represent the actual purchase price of goods & services provided by Sysmex hereunder and may reflect a discount from the published list price of the goods or services. There are no additional discounts in the form of rebates, coupons or credits. Buyers may be required to disclose the specified dollar value of this discount or reduction in price under a state or federal program which provides cost or charge-based reimbursement.

2. Equipment, Products and Services

The following Equipment, products and services shall be sold to or purchased by Customer or otherwise provided by Sysmex to Customer in accordance with the terms and conditions of this Agreement:

EQUIPMENT		\$(USD)\$	\$(USD)\$	\$(USD)\$	\$(USD)\$	
Site Name	EQUIPMENT	** Interface Payment \$	Total Training Seats	Price Equip	Equip Discount & Trade-In	Equipment Net Price
Welch Community Hospital	XT-2000i	N/A	2	69,300.00	3,465.00	\$ 65,835.00
Welch Community Hospital	XT-1800i	N/A	2	64,350.00	3,217.50	\$ 61,132.50
Welch Community Hospital					Site TOTAL:	\$ 126,967.50

** The Interface Payment set forth above is payable by Customer to Sysmex as part of and is included in the total amount (including any finance charges associated therewith) payable hereunder; provided that Sysmex will advance to Customer the full amount of the above referenced Interface Payment promptly after the Contract Commencement Date. The Interface Payment amount stipulated above is based on a good-faith quote from Customer to Sysmex. Notwithstanding any provision hereof to the contrary as between Customer & Sysmex, Customer is solely liable & responsible for selection & performance of the interface vendor & interface solution selected by the Customer. Failure by Customer to procure or install any interface connection or appropriate data transmission for use with the Equipment shall in no way relieve Customer of its obligation to pay any amount invoiced by or payable to Sysmex under this Contract.

TRAINING			
Site Name	Model Number	Contracted Training Seats	Additional Training Seats
Welch Community Hospital	XT-2000i	2	0
Welch Community Hospital	XT-1800i	2	0

Operator Training for the Instruments listed (see **TRAINING** table above) with Training Seats will be provided at Sysmex Headquarters. Training includes direct or non-stop airfare to Chicago's O'Hare or Midway airport, ground transportation between airport/hotel and Sysmex during the training session, single occupancy lodging & training participant meals. This training must be completed within the first twelve (12) months of the Agreement Term. If applicable, the following **exceptions** apply: a) Molis WAM, Cellavision DM96 and Diesse Ves-Matic 200 - Operator training will be provided at the Customer site following installation.

b) A1C Link - Operator training will be provided at Bio-Rad's headquarters and includes airfare, ground transportation between airport/hotel and Bio-Rad during the training session, single occupancy lodging and training participant meals. This training must be completed within the first twelve (12) months of the Contract Term. The number of contracted Operator Training seats is indicated above in the training table. When requested by the customer, additional training seats will be provided at Bio-Rad's published training rates. c) Due to the ease of use, no formal training classes are needed for the KX-21N, poch-100i & "XS" Series instruments. Instead, learning is accomplished on-site using the training documentation provided.

The following **SERVICE** table recaps the applicable service types for each site's recommended instruments for the entire Term minus Sysmex' WARRANTY applicable to the first year (12 months) of the Term (new & recertified instruments only) Warranty service (excepting poCH-100i instruments) is provided between 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday excluding Sysmex holidays unless otherwise specified in this Agreement. All poCH-100i service is handled via Depot repair; no on-site service is available for this instrument. Printers and UPS (Uninterruptible Power Supply) units supplied with the equipment listed on this Agreement are covered by the Manufacturer Warranty (typically 90 days) only. There is no Service Agreement Coverage for these Units.

SERVICE				\$(USD)\$		\$(USD)\$	\$(USD)\$
Site Name	EQUIPMENT	Service (type) Warranty	No Charge + Warr. (months)	Service /Year	Service Discount (%)	Net Service /Year	Service /Term
Welch Community Hospital	XT-2000i	Normal BusHrs	22.00	14,644.30	0.00	14,644.30	17,085.60
Welch Community Hospital	XT-1800i	Normal BusHrs	22.00	13,911.70	0.00	13,911.70	16,230.40

Reagents & Controls

Estimated annual reagent usage by instrument set forth in the Schedule is based on the testing profile information provided to Sysmex by Customer and assumes a monthly standing order for reagent & purchases in accordance with the estimated delivery schedule set forth in the Schedule. Customer may order additional supplies exceeding the monthly standing order amounts on an as-needed basis at an additional cost to Customer through Sysmex or its authorized distributor.

* HEMA Usage Commitment								
Site Name	Equipment	Daily Tests	%CBC %Diff	%NRBC %Retics	%Smear %Repeat	Hrs/Day Days/Wk	Wks/Yr Shifts/Day	Reportable Tests /Yr
Welch Community Hospital	XT-2000i	95	0 100	0 1	0 5	24 7	52 3	34,580
Welch Community Hospital	XT-1800i	1	0 100	0 0	0 5	24 7	52 3	364

REAGENTS * Welch Community Hospital * XT-2000i				Total/Term:	\$(USD)\$	48,962.64
Part No.	Reagent & Controls Description	Packs/YR	Price/Pack	Reagent/Yr	Reag/Term	
199-4004-1	E-CHECK 4 X 4.5ML X3 LOW/NORMAL/HIGH	18	293.83	5,288.94	15,866.82	
FBA-200A	STROMATOLYSER FB, 5L	16	82.58	1,321.28	3,963.84	
FFD-200A	STROMATOLYSER 4DL	16	104.45	1,671.20	5,013.60	
FFS-800A	STROMATOLYSER 4DS	13	301.83	3,923.79	11,771.37	
PK-30L	CELLPACK, 20L	69	33.43	2,306.67	6,920.01	
RED-700A	RET-SEARCH II	6	204.26	1,225.56	3,676.68	
SLS-220A	SULFOLYSER, 5L	4	145.86	583.44	1,750.32	

REAGENTS * Welch Community Hospital * XT-1800i				Total/Term:	\$(USD)\$	23,697.27
Part No.	Reagent & Controls Description	Packs/YR	Price/Pack	Reagent/Yr	Reag/Term	
199-4004-1	E-CHECK 4 X 4.5ML X3 LOW/NORMAL/HIGH	18	293.83	5,288.94	15,866.82	
FBA-200A	STROMATOLYSER FB, 5L	6	82.58	495.48	1,486.44	
FFD-200A	STROMATOLYSER 4DL	6	104.45	626.70	1,880.10	
FFS-800A	STROMATOLYSER 4DS	2	301.83	603.66	1,810.98	
PK-30L	CELLPACK, 20L	9	33.43	300.87	902.61	
SLS-220A	SULFOLYSER, 5L	4	145.86	583.44	1,750.32	

Comments:

This agreement includes:

- Multi instrument discount

- 10 months of service at no charge in addition to 12 months of warranty

(Text comments in this section are explanatory only. They may not change, alter or modify other sections of this Agreement and are subordinate to the stated Terms and Conditions of this Agreement.)

Freight Terms:

Default Site(s): Ship only Once/Month

If centralized: Ship only Once/Month

(Text comments in this section are explanatory only. They may not change, alter or modify other sections of this Agreement and are subordinate to the stated Terms and Conditions of this Agreement.)

SECTION III: INCLUSIONS / EXCLUSIONS

1) Inclusions: This Agreement includes the following:

- a) Equipment specifically listed herein;
- b) delivery of the Equipment to the Site;
- c) installation of the Equipment at the Site;
- d) training in the use & operation of the Equipment as identified in Section II above.

2) Exclusions: This Agreement excludes, and We shall have no obligation to provide:

- a) installation, maintenance or service of or for any third party computer system or interface;
- b) installation maintenance or service of or for water supplies, power supplies, plumbing hardware or other OEM accessory, or
- c) unless specifically provided in this Agreement, supplies of consumable items (including without limitation, printing supplies
bar code labels capette dilutors, slides, stains, piercing needles, hand clippers holding material cassettes methanol, and cubetainer spout kits)

SECTION IV: AUTHORIZED ACCEPTANCE

BY SIGNING THIS AGREEMENT:

- i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND FULLY UNDERSTAND ALL OF THE TERMS & CONDITIONS OF THIS AGREEMENT;
- ii) YOU AGREE THAT YOU CANNOT TERMINATE OR CANCEL THIS AGREEMENT PRIOR TO THE CONCLUSION OF THE TERM & THAT YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS WHEN DUE UNDER THIS AGREEMENT;
- iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES;

- iv) YOU REPRESENT & WARRANT THAT THE PERSON SIGNING THIS AGREEMENT FOR YOU HAS THE POWER & AUTHORITY TO DO SO;
- v) YOU ACKNOWLEDGE & AGREE THAT THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN CUSTOMER & SYSMEX. AND THAT ANY PURCHASE ORDER SUBMITTED WITH THIS AGREEMENT IS FOR REFERENCE PURPOSES ONLY AND TERMS & CONDITIONS OF THIS AGREEMENT SUPERSEDE ALL PRIOR AGREEMENTS, PURCHASE ORDERS, ACKNOWLEDGEMENTS & OTHER WRITTEN DOCUMENTS SUBMITTED BY YOU; AND
- vi) THIS AGREEMENT IS NOT BINDING ON SYSMEX UNTIL SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SYSMEX AT ITS HOME OFFICE.

AGREED AND ACCEPTED:

Sysmex America, Inc

Welch Community Hospital

Sysmex Representative Signature

Customer Representative Signature

Sysmex Representative Name Printed

Customer Representative Name Printed

Sysmex Representative Title

Customer Representative Title

Date

Date

SECTION V: TERMS AND CONDITIONS

1. **DEFINITIONS.** The words "You" and "Your" mean Customer and the words "We" "Us" and "Our" refer to Sysmex.
2. **INSTALLATION, ACCEPTANCE and COMMENCEMENT.** After You have signed and We have accepted this Agreement and We have received any deposit or prepayment required hereunder, subject to Our approval of Your credit application and other credit information, We will deliver the Equipment to Your address or addresses set forth as the "Ship to Address" in Section I of this Agreement (Approved Location(s)) and install the Equipment (poch-100i is installed by Customer) such that it operates to meet manufacturer's specifications in all material respects, including the precision, accuracy and linearity standards set forth therein, all as more fully described in the Pre-Implementation Workplan (Pre-Implementation Workplan not applicable to poch-100i and KX-21N) set forth in the following Exhibit(s):

Exhibit A attached hereto (the "Pre-Implementation Workplan").

When We install each piece of Equipment, You agree to inspect it promptly to determine if it is in good working order. Upon completion of the installation of the Equipment in accordance with the Pre-Implementation Workplan, We will send You an "Installation Completion Notice" (Exhibit B). Provided You have not rejected in writing the Equipment within three (3) business days after the date of such Notice, as failing to conform in all material respects with the manufacturer's specifications therefor the Equipment shall be deemed irrevocably accepted as of the date of such Notice (the "Commencement Date") EXCEPT: No Installation Completion Notice is issued for the poch-100i and KX-21N analyzers. These analyzers are invoiced upon delivery to Customer and the delivery date shall be deemed the Agreement "Commencement Date" for these Products.

Your payment obligations under this Agreement shall commence on the Commencement Date and shall continue throughout the Term set forth in Section II above and any extension or renewal thereof, unless earlier terminated as herein provided. You shall be obligated to pay any amount payable hereunder from and after the Commencement Date, it being understood and agreed that delays in clinical acceptance or LIS interfacing or other circumstances which restrict or prevent Your use of the Equipment shall not relieve You of your payment obligations hereunder.

3. **DELIVERY, SHIPPING CHARGES, RISK of LOSS, INSURANCE.** Delivery of Equipment will be made F.O.B. Destination, prepaid & insured by Sysmex with the exception of Alaska, Hawaii & Puerto Rico where Delivery of Equipment will be made F.O.B. Destination, freight prepaid & added to invoice. Seller retains title & control of delivery of the equipment until it is delivered to the customer shipping location and the contract of carriage has been completed & signed by customer. Risk of loss shall pass to You upon delivery.

We shall arrange for carriage & pay all shipping charges & pay for insurance to cover any damage or other loss related to the Product during delivery. We shall provide a shipment notice describing the contents of each shipment listing Product Item #, Serial # & quantity. Delivery dates given in advance of actual delivery are estimated and deliveries will be made subject to prior orders on file with Us. We shall notify You of any change in the delivery date as soon as We become aware of the need to revise such delivery date.

Delivery of reagents, calibrators and controls for GPO Affiliate Agreements which have monthly or quarterly fixed Standing Orders will be F.O.B. Origin, freight prepaid by Sysmex (except shipment to Alaska, Puerto Rico or Hawaii which is freight prepaid and added to invoice). Delivery of reagents, calibrators and controls for Non-Affiliated Type "C" Agreements which have monthly or quarterly fixed Standing Orders will be F.O.B. Origin, freight prepaid by Sysmex (except shipment to Alaska, Puerto Rico or Hawaii which is freight prepaid and added to invoice). Delivery of reagents, calibrators and controls for Non-Affiliated Type "A" or "B" Agreements which have monthly or quarterly fixed Standing Orders will be F.O.B. Origin, freight prepaid & added to invoice. All orders for reagents, calibrators and controls regardless of Affiliation or contract type requested outside of monthly or quarterly fixed Standing Orders will be F.O.B. Origin, freight prepaid & added to invoice. Delivery of consumables & parts will be F.O.B. Origin, freight prepaid & added to invoice.

Guidelines for changing fixed Standing Orders: a) All requests for modification to existing fixed Standing Orders must be communicated in writing no less than ten (10) business days before pre-scheduled delivery date. b) All modifications to existing fixed Standing Orders shall be limited to four (4) occurrences per calendar year. c) All "as needed" "supplemental" and "emergency" shipments will be designated as F.O.B. Origin, freight prepaid and added to invoice. All emergency overnight shipments will incur a Sysmex minimum service charge of \$100.00 per purchase order plus any additional handling charges incurred by warehouse and freight carrier. These requests must be confirmed and accepted in writing prior to execution of customer order and must be received by Sysmex Customer Service by 1:00 pm CST. Orders received after 1:00 pm CST cannot be guaranteed to arrive the next day.

4. PAYMENT TERMS. Your payment terms for Our invoices are net thirty (30) days from the date of Our invoice. Our invoice shall include all shipping charges & applicable taxes. If any part of a payment is more than thirty (30) days late, you agree to pay as interest, an amount equal to (a) 1.5% per month on that portion of the invoiced amount which is late or (b) the highest interest rate permitted by applicable law on such amount, whichever is less. This Agreement & Our obligations hereunder are conditioned upon Our receipt, review & approval, in our sole & absolute discretion, of Your credit application & other information; You agree to promptly complete, sign & submit Our required credit application to Us. Any advance payments required under this Agreement are due and payable on or before the date the Equipment is delivered to You and shall become non-refundable once the Equipment is delivered.

5. REAGENT and CONTROLS PRICING. Our pricing for reagents & controls offered to You for use with the Equipment is subject to change within Our sole & absolute discretion at any time, unless in conflict with any national or GPO contract applicable to You.

6. GPO PRICING and MEMBERSHIP DESIGNATION PROCESS POLICY. The pricing of reagents and controls offered to You for use with the Equipment is based upon the GPO Membership Affiliation Designation Form submitted with this Agreement. Changes to your applicable membership designation (i.e. applicable pricing tier, GPO affiliation, etc.) must be supported by a revised Membership Affiliation Designation Form, and must be received by Sysmex Sales Support within thirty (30) days after the change. Upon confirmation of Your membership change, (a) Your pricing as a participating GPO Member, with respect to non-leasing transactions will be appropriately adjusted; and (b) the amount of Your sales (including, by way of example only, lease payments, parts, T&M service rates, reagents, controls, etc.) occurring after the change (based on the date of Our invoice with respect to such sales) will be credited to the newly designed GPO within thirty (30) days, subject to any applicable limitations and restrictions imposed by your previous GPO.

7. TAXES & OTHER CHARGES. You agree that You will promptly pay when due all taxes (including without limitation all sales, use & personal property taxes & any interest or penalties thereon), interface costs & license & registration fees, if any, relating to the Equipment, this Agreement or any supplies, services or other products sold to you hereunder, and that You will indemnify & hold Us harmless from same. This responsibility shall survive the termination of this Agreement. If any such taxes, charges, costs or fees shall be assessed to Us then We may, in our sole discretion, pay same and You shall promptly reimburse Us, upon demand, for any such payment.

8. SPECIFICATIONS, LIMITED WARRANTY and LIMITED LIABILITY. We warrant that the Equipment and all replacement parts furnished under this Agreement will meet the specifications stated on the labeling when used in accordance with such labeling; and that (a) the Equipment will be free from defects in material and workmanship for a period of one (1) year from the Commencement Date and (b) all replacement parts furnished by Us hereunder will be free from defects in material and workmanship for a period of one (1) year from the date such part(s) are installed in the Equipment. This warranty does not cover any defect, malfunction or damage due to (i) accident, neglect or willful mistreatment of the Equipment, parts or other products, (ii) failure to use, operate, service or maintain the Equipment, parts or other products in accordance with Our applicable operator's and service manuals, or (iii) failure to apply appropriate reagents or chemicals in or to the Equipment;

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SAI MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY EQUIPMENT, PARTS OR PRODUCT OR ANY SERVICE OR TRAINING WITH RESPECT THERETO. THE LIMITED WARRANTY PROVIDED UNDER THIS CONTRACT SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. SUBJECT ONLY TO SAI'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, SAI'S SOLE LIABILITY TO CUSTOMER UNDER THIS CONTRACT IS LIMITED TO, AT SAI'S ELECTION, THE REPAIR OR REPLACEMENT OF OR REFUND OF THE PURCHASE PRICE PAID BY CUSTOMER FOR;

ANY EQUIPMENT OR PRODUCTS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR LABELING THEREFOR, AND IN NO EVENT SHALL SAI BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF GOODWILL, LOSS OF PROFITS, WORK STOPPAGE, DATA LOSS OR COMPUTER FAILURE, AND SAI'S MAXIMUM LIABILITY HEREUNDER SHALL BE THE AMOUNT SAI RECEIVED FROM CUSTOMER IN THE PRECEDING TWELVE MONTHS. Notwithstanding anything contained herein to the contrary, We shall have no obligation to provide (a) installation, maintenance or service of or for any third party computer system or interface, or (b) installation, maintenance or service of or for water supplies, power supplies, plumbing hardware or other OEM accessories.

9. INDEMNITY. Each Party (the 'Indemnifying Party") shall indemnify, defend & hold harmless the other Party and its officers directors, employees & agents (each, an 'Indemnified Party") from and against any and all Damages incurred or suffered by any Indemnified Party due to a claim or allegation of an unaffiliated third party arising out of, in connection with or resulting from any breach of any representation or warranty or performance obligation of the Indemnifying Party hereunder or the willful misconduct or gross negligence of the Indemnifying Party except to the extent (a) such Damages arise from the breach hereof by or the negligence or wrongful acts or omissions of the Indemnified Party or (b) the Indemnifying Party was not notified timely of any such claim or allegation and was prejudiced thereby

In addition, Sysmex shall indemnify, defend and hold harmless Customer and its officers directors, employees and agents from and against any Damages incurred or suffered by any such Indemnified Party due to a claim or allegation of a third party that any Equipment or Product infringes any U S patent, copyright trade mark trade secret or other intellectual property right of any third party The term "Damages" as used herein means all demands claims actions or causes of action, assessments, losses, damages, costs, expenses, liabilities, judgments awards, fines, sanctions, penalties charges, and amounts resulting from or agreed by the Indemnifying Party to be paid in settlement of any unaffiliated third party claim or allegation, including, reasonable attorneys' fees and costs and expenses of investigating any such claim or allegation

The Indemnified Party shall provide prompt written notice of any actual or alleged Damages subject to indemnification hereunder The Indemnifying Party shall have the right to assume the sole defense of any claim or allegation as to which the Indemnified Party is to be indemnified hereunder

10. FORCE MAJEURE. Neither party shall lose any rights hereunder or be liable to the other party for damages or losses on account of the failure of performance by the defaulting party if the failure is the result of an act of God (e.g., fire flood, inclement weather, epidemic, or earthquake); war or act of terrorism, including chemical or biological warfare; labor dispute lockout, strike embargo; governmental acts orders or restrictions; failure of suppliers or third persons or third persons; or any other reason where failure to perform is beyond the reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the defaulting party and the defaulting party has exercised all reasonable efforts to avoid or remedy such failure (collectively, Force Majeure Event"); provided however that the occurrence of a Force Majeure Event shall not, under any circumstances, delay, hinder excuse or prevent the prompt payment of any amount due Us hereunder.

In order to exercise Your rights hereunder, You must provide written notice to Us within five (5) business days of the occurrence of any Force Majeure event which has caused or may cause a failure of Your performance hereunder

11. USAGE PROFILE INFORMATION. If You have selected 'Option C' in Section II above the following language is hereby incorporated into, and shall be deemed a part of this Agreement: We have relied on the test quantity usage profile information provided by You as set forth in the Schedule (including without limitation, the reportable tests per year information) as the basis upon which the reagent quantity and types have been established and the annual reagent price computed. You represent and warrant that said profile information is true and correct Provided You shall not be in default in any of Your obligations under this Agreement. We agree to provide to You the annual amounts of reagent contracted for on a fixed monthly standing order basis in accordance with the Monthly Shipping Schedule set forth in the Schedule

Upon Your request, Sysmex or Our authorized distributor shall make available to You for purchase additional reagents controls and calibrators If, in Our reasonable opinion Your actual usage of reagents controls or calibrators is inconsistent with the levels established in the Schedule, We may, in our sole and absolute discretion upon written notice to You, review and assess Your utilization of consumables and audit Your test, billing and other reports; You agree to cooperate with Us in connection with these efforts

12. REMOTE ACCESS for SERVICE: Terms and Conditions.

Customer hereby acknowledges and agrees that Sysmex may monitor performance and perform certain of its service & support obligations for the Equipment remotely through use of SNCS™ remote service software ("Remote Service Software") In connection therewith, and as a condition to Sysmex performing its service & support obligations hereunder, Customer shall permit enabling the Remote Service Software at or within 90 days after equipment installation and shall at all times during the term of this Agreement: (a) keep & maintain a broadband internet connection (DSL speed or faster) operational so as to enable secure (https://) internet access from the Equipment to Sysmex service servers on a 24-hour by seven-day basis, from each unit of Equipment supplied by Sysmex;

(b) allow Sysmex personnel to install the Remote Service Software on any unit of Equipment listed in this agreement; (c) keep & maintain on the Equipment updated "best-in-class" software to detect & destroy malware such as viruses, Trojan horses, worms, spyware and to prevent any uninvited 3rd party access to the Equipment via a network; (d) prevent any 3rd party from accessing using or servicing the Remote Service Software for any purpose; and (e) permit Sysmex personnel to de-install & remove the Remote Service Software upon termination of the Agreement or Sysmex's service & support obligations hereunder Once Sysmex confirms the Remote Service Software is fully operational on each applicable unit of Equipment at Customer's location(s), Sysmex shall notify Customer thereof (the date of such notification being referred to as the 'SNCS Enabled Date")

13. MISCELLANEOUS. You agree that the laws of the State of Illinois (if Canada, Province of Ontario) will govern this Agreement and You consent to the exclusive jurisdiction of and venue in any federal or state court located within the State of Illinois (if Canada Province of Ontario), and You waive any objection to personal jurisdiction of such courts over You You agree to accept service of process and subpoenas by U S mail or commercial express delivery service Should any provision of this Agreement be held invalid, ineffective or unenforceable, the remaining terms will remain in full force and effect You agree that this Agreement constitutes the entire agreement between You and Us with respect to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto No waiver, modification or amendment of any term of this Agreement is valid unless it is in writing and signed by You and Us

You agree that We are authorized to correct obvious errors in or supply missing information in this Agreement such as Equipment serial numbers. If We delay or fail to enforce any of Our rights under this Agreement, We will be able to enforce Our rights at a later time All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, certified with return receipt requested, addressed to the party receiving the notice at Your Bill to Address in Section I of this Agreement or Our address shown on the first page of this Agreement. The titles and headings used in this Agreement are for convenience only and shall not be used to interpret the terms and conditions of this Agreement.



SYSMEX AMERICA, INC.
 One Nelson C. White Parkway
 Mundelein, IL 60060
 800-3-SYSMEX 800-379-7639, 847-996-4500
www.sysmex.com

EQUIPMENT PURCHASE Option B AGREEMENT

ID: 18387
 gpo lhn: 2540 Premier: Charlotte NC

Prepared Date: 2/12/2009
 Contract Number: _____
 Purchase Order Number: _____

IF A CUSTOMER PROVIDES A P.O. NUMBER, A COPY OF THE P.O. MUST ACCOMPANY THIS AGREEMENT. IF NO CUSTOMER P.O. IS ISSUED SYSMEX INVOICES WILL REFERENCE THE CONTRACT NUMBER. THIS AGREEMENT ("AGREEMENT") IS BETWEEN SYSMEX AMERICA, INC. ("SAI") AND THE CUSTOMER ("CUSTOMER") IDENTIFIED AS ("BILL TO") IN CUSTOMER INFORMATION (Section I). CUSTOMER AGREES TO ACCEPT & USE THE SYSMEX INSTRUMENT SYSTEM(S) DESCRIBED IN CUSTOMER COMMITMENT (Section II) AND TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR ATTACHED

TERMS OF THIS AGREEMENT SHALL GOVERN ANY SCHEDULES, PURCHASE ORDERS OR OTHER INSTRUMENTS ("SCHEDULES") NOW OR HEREAFTER SIGNED BY SYSMEX & CUSTOMER WHICH REFER TO THIS AGREEMENT. EACH SCHEDULE SHALL, IN ADDITION TO ANY SPECIAL PROVISIONS IN THE SCHEDULE, BE SUBJECT TO ALL OF THE REPRESENTATIONS, COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. TO THE EXTENT OF ANY CONFLICT BETWEEN REPRESENTATIONS, COVENANTS, TERMS & CONDITIONS OF THIS AGREEMENT AND A SCHEDULE THIS AGREEMENT SHALL GOVERN **IF ANY TERMS & CONDITIONS OF THIS AGREEMENT ARE IN CONFLICT WITH A NATIONAL GROUP PURCHASING AGREEMENT, TERMS & CONDITIONS OF THE NATIONAL GROUP PURCHASING AGREEMENT SHALL APPLY.**

SECTION I: CUSTOMER INFORMATION (Requires Legal Name & Address)

"Bill To" Information				Customer#:	
Customer Name:	Welch Community Hospital				
Address:	454 Mc Dowell St				
City, State, Zip:	Welch	WV	24801	Telephone:	+1 (304) 436-8683
Financial Contact:	Connie White			Phone:	+ (304) 436-8600

Site "Ship To" Information					
Site Name:	Welch Community Hospital				
Address:	454 Mc Dowell St				
City State Zip:	Welch	WV	24801	Telephone:	+1 (304) 436-8683
Site Contact:	Martha Gibson			Phone:	+1 (304) 436-8600

SECTION II: CUSTOMER COMMITMENT SUMMARY

A. Customer hereby elects the following purchase option:

- Equipment Purchase (B) Annual Service Monthly Reagent (Quote Only)

If either Option B or Option C above is selected, the Term of this Agreement with respect to Equipment Service to be provided by Sysmex hereunder and the sale & purchase of reagents, hereunder (if applicable), shall be for the number of years as shown below, commencing on the Commencement Date as defined in #2 of the "Terms and Conditions" hereof. If Option A is selected, Customer shall be obligated to purchase the Equipment on the terms set forth in this Agreement and the terms and conditions of Annual Service and Monthly Reagent Usage shall be set forth in a separate Agreement or Agreements between the parties

B The Term of this Agreement shall be: **3 years**

C The following data tables supplement & modify the Agreement and in the event of any conflict or inconsistency between the Agreement and data tables the terms of the data will govern & control, however, all provisions of this Agreement shall remain in full force and effect

1. Pricing Summary Totals

Pricing Summary: Equipment Purchase: Option B		\$(USD)\$	\$(USD)\$	\$(USD)\$
Price Component	Annual Quoted Cost		Full Term Quoted Cost	Final Contract Cost
Equipment Purchase				\$ 131,670.00
Interface Payment			\$ -	\$ -
Add'l Training Seats				-
TOTAL AMOUNT DUE (Equipment & Training)				\$ 131,670.00
Service Billing ¹	\$ 17,085.60		\$ 34,171.20	\$ 34,171.20
Reagent Usage ²	\$ 25,039.25		\$ 75,117.75	
TOTAL CONTRACT PAYMENT				\$ 165,841.20

⁽¹⁾ New Equipment has a 1 (one) year Warranty ⁽²⁾ These quoted prices are valid for a period of 90 days only. Prices are subject to change without notice. The reagent costs set forth in this Agreement are **estimates only** based on usage and other information supplied to Sysmex by Customer (including the testing profile information set forth in #2 below) and actual costs may vary depending on Customer's actual usage of the Equipment

The pricing summary set forth above and the prices & allowances set forth elsewhere in this Schedule represent the actual purchase price of goods & services provided by Sysmex hereunder and may reflect a discount from the published list price of the goods or services. There are no additional discounts in the form of rebates coupons or credits. Buyers may be required to disclose the specified dollar value of this discount or reduction in price under a state or federal program which provides cost or charge-based reimbursement

2. Equipment, Products and Services

The following Equipment, products and services shall be sold to or purchased by Customer or otherwise provided by Sysmex to Customer in accordance with the terms and conditions of this Agreement:

EQUIPMENT		\$(USD)\$	\$(USD)\$	\$(USD)\$	\$(USD)\$	
Site Name	EQUIPMENT	** Interface Payment \$	Total Training Seats	Price Equip.	Equip Discount & Trade-In	Equipment Net Price
Welch Community Hospital	XT-2000i	N/A	2	69,300.00	3,465.00	\$ 65,835.00
Welch Community Hospital	XT-2000i	N/A	2	69,300.00	3,465.00	\$ 65,835.00
Welch Community Hospital					Site TOTAL:	\$ 131,670.00

** The Interface Payment set forth above is payable by Customer to Sysmex as part of, and is included in, the total amount (including any finance charges associated therewith) payable hereunder; provided that Sysmex will advance to Customer the full amount of the above referenced Interface Payment promptly after the Contract Commencement Date. The Interface Payment amount stipulated above is based on a good-faith quote from Customer to Sysmex. Notwithstanding any provision hereof to the contrary, as between Customer & Sysmex, Customer is solely liable & responsible for selection & performance of the interface vendor & interface solution selected by the Customer. Failure by Customer to procure or install any interface connection or appropriate data transmission for use with the Equipment shall in no way relieve Customer of its obligation to pay any amount invoiced by or payable to Sysmex under this Contract

TRAINING			
Site Name	Model Number	Contracted Training Seats	Additional Training Seats
Welch Community Hospital	XT-2000i	2	0
Welch Community Hospital	XT-2000i	2	0

Operator Training for the Instruments listed (see **TRAINING** table above) with Training Seats will be provided at Sysmex Headquarters. Training includes direct or non-stop airfare to Chicago's O'Hare or Midway airport, ground transportation between airport/hotel and Sysmex during the training session, single occupancy lodging & training participant meals. This training must be completed within the first twelve (12) months of the Agreement Term. If applicable the following **exceptions** apply: **a)** Molis WAM, Cellavision DM96 and Diesse Ves-Matic 200 - Operator training will be provided at the Customer site following installation

b) A1C Link - Operator training will be provided at Bio-Rad's headquarters and includes airfare ground transportation between airport/hotel and Bio-Rad during the training session, single occupancy lodging and training participant meals. This training must be completed within the first twelve (12) months of the Contract Term. The number of contracted Operator Training seats is indicated above in the training table. When requested by the customer additional training seats will be provided at Bio-Rad's published training rates. **c)** Due to the ease of use, no formal training classes are needed for the KX-21N, poch-100i & 'XS' Series instruments. Instead, learning is accomplished on-site using the training documentation provided

The following **SERVICE** table recaps the applicable service types for each site's recommended instruments for the entire Term minus Sysmex' WARRANTY applicable to the first year (12 months) of the Term (new & recertified instruments only) Warranty service (excepting poCH-100i instruments) is provided between 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday excluding Sysmex holidays unless otherwise specified in this Agreement. All poCH-100i service is handled via Depot repair; no on-site service is available for this instrument. Printers and UPS (Uninterruptible Power Supply) units supplied with the equipment listed on this Agreement are covered by the Manufacturer Warranty (typically 90 days) only. There is no Service Agreement Coverage for these Units.

SERVICE				\$(USD)\$	\$(USD)\$	\$(USD)\$	
Site Name	EQUIPMENT	Service (type) Warranty	No Charge + Warr. (months)	Service /Year	Service Discount (%)	Net Service /Year	Service /Term
Welch Community Hospital	XT-2000i	Normal BusHrs	22.00	14,644.30	0.00	14,644.30	17,085.60
Welch Community Hospital	XT-2000i	Normal BusHrs	22.00	14,644.30	0.00	14,644.30	17,085.60

Reagents & Controls

Estimated annual reagent usage by instrument set forth in the Schedule is based on the testing profile information provided to Sysmex by Customer and assumes a monthly standing order for reagent & purchases in accordance with the estimated delivery schedule set forth in the Schedule. Customer may order additional supplies exceeding the monthly standing order amounts on an as-needed basis at an additional cost to Customer through Sysmex or its authorized distributor.

* HEMA * Usage Commitment								
Site Name	Equipment	Daily Tests	%CBC %Diff	%NRBC %Retics	%Smear %Repeat	Hrs/Day Days/Wk	Wks/Yr Shifts/Day	Reportable Tests /Yr
Welch Community Hospital	XT-2000i	95	10 90	0 2	0 5	24 7	52 3	34,580
Welch Community Hospital	XT-2000i	1	0 100	0 0	0 5	24 7	52 3	364

REAGENTS * Welch Community Hospital * XT-2000i				Total/Term:	\$(USD)\$	47,743.80
Part No.	Reagent & Controls Description	Packs/YR	Price/Pack	Reagent/Yr	Reag/Term	
199-4004-1	E-CHECK 4 X 4.5ML X3 LOW/NORMAL/HIGH	18	293.83	5,288.94	15,866.82	
FBA-200A	STROMATOLYSER FB, 5L	16	82.58	1,321.28	3,963.84	
FFD-200A	STROMATOLYSER 4DL	15	104.45	1,566.75	4,700.25	
FFS-800A	STROMATOLYSER 4DS	12	301.83	3,621.96	10,865.88	
PK-30L	CELLPACK, 20L	69	33.43	2,306.67	6,920.01	
RED-700A	RET-SEARCH II	6	204.26	1,225.56	3,676.68	
SLS-220A	SULFOLYSER, 5L	4	145.86	583.44	1,750.32	

REAGENTS * Welch Community Hospital * XT-2000i				Total/Term:	\$(USD)\$	27,373.95
Part No.	Reagent & Controls Description	Packs/YR	Price/Pack	Reagent/Yr	Reag/Term	
199-4004-1	E-CHECK 4 X 4.5ML X3 LOW/NORMAL/HIGH	18	293.83	5,288.94	15,866.82	
FBA-200A	STROMATOLYSER FB, 5L	6	82.58	495.48	1,486.44	
FFD-200A	STROMATOLYSER 4DL	6	104.45	626.70	1,880.10	
FFS-800A	STROMATOLYSER 4DS	2	301.83	603.66	1,810.98	
PK-30L	CELLPACK, 20L	9	33.43	300.87	902.61	
RED-700A	RET-SEARCH II	6	204.26	1,225.56	3,676.68	
SLS-220A	SULFOLYSER, 5L	4	145.86	583.44	1,750.32	

Comments:

This agreement includes:

- Multi instrument discount
- For the XT2000, 10 months of service at no charge in addition to the 12 months of warranty for each analyzer.

(Text comments in this section are explanatory only. They may not change, alter or modify other sections of this Agreement and are subordinate to the stated Terms and Conditions of this Agreement.)

Freight Terms:

Default Site(s): Ship only Once/Month

If centralized: Ship only Once/Month

(Text comments in this section are explanatory only. They may not change, alter or modify other sections of this Agreement and are subordinate to the stated Terms and Conditions of this Agreement.)

SECTION III: INCLUSIONS / EXCLUSIONS

1) Inclusions: This Agreement includes the following:

- a) Equipment specifically listed herein;
- b) delivery of the Equipment to the Site;
- c) installation of the Equipment at the Site;
- d) training in the use & operation of the Equipment as identified in Section II above

2) Exclusions: This Agreement excludes, and We shall have no obligation to provide:

- a) installation, maintenance or service of or for any third party computer system or interface;
- b) installation, maintenance or service of or for water supplies, power supplies, plumbing hardware or other OEM accessory, or
- c) unless specifically provided in this Agreement, supplies of consumable items (including without limitation, printing supplies, bar code labels, capette dilutors slides stains piercing needles, hand clippers, holding material cassettes, methanol, and cubetainer spout kits)

SECTION IV: AUTHORIZED ACCEPTANCE

BY SIGNING THIS AGREEMENT:

- i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND FULLY UNDERSTAND ALL OF THE TERMS & CONDITIONS OF THIS AGREEMENT;
- ii) YOU AGREE THAT YOU CANNOT TERMINATE OR CANCEL THIS AGREEMENT PRIOR TO THE CONCLUSION OF THE TERM & THAT YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS WHEN DUE UNDER THIS AGREEMENT;
- iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES;
- iv) YOU REPRESENT & WARRANT THAT THE PERSON SIGNING THIS AGREEMENT FOR YOU HAS THE POWER & AUTHORITY TO DO SO;
- v) YOU ACKNOWLEDGE & AGREE THAT THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN CUSTOMER & SYSMEX, AND THAT ANY PURCHASE ORDER SUBMITTED WITH THIS AGREEMENT IS FOR REFERENCE PURPOSES ONLY AND TERMS & CONDITIONS OF THIS AGREEMENT SUPERSEDE ALL PRIOR AGREEMENTS, PURCHASE ORDERS, ACKNOWLEDGEMENTS & OTHER WRITTEN DOCUMENTS SUBMITTED BY YOU; AND
- vi) THIS AGREEMENT IS NOT BINDING ON SYSMEX UNTIL SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SYSMEX AT ITS HOME OFFICE

AGREED AND ACCEPTED:

Sysmex America, Inc.

Welch Community Hospital

Sysmex Representative Signature

Customer Representative Signature

Sysmex Representative Name Printed

Customer Representative Name Printed

Sysmex Representative Title

Customer Representative Title

Date

Date

SECTION V: TERMS AND CONDITIONS

1. DEFINITIONS. The words "You" and "Your" mean Customer and the words, "We" "Us" and "Our" refer to Sysmex.

2. INSTALLATION, ACCEPTANCE and COMMENCEMENT. After You have signed and We have accepted this Agreement and We have received any deposit or prepayment required hereunder, subject to Our approval of Your credit application and other credit information We will deliver the Equipment to Your address or addresses set forth as the "Ship to Address" in Section I of this Agreement ("Approved Location(s)") and install the Equipment (poch-100i is installed by Customer) such that it operates to meet manufacturer's specifications in all material respects, including the precision, accuracy and linearity standards set forth therein, all as more fully described in the Pre-Implementation Workplan (Pre-Implementation Workplan not applicable to poch-100i and KX-21N) set forth in the following Exhibit(s):

Exhibit A attached hereto (the **Pre-Implementation Workplan**)

When We install each piece of Equipment You agree to inspect it promptly to determine if it is in good working order. Upon completion of the installation of the Equipment in accordance with the Pre-Implementation Workplan, We will send You an "Installation Completion Notice" (Exhibit B). Provided You have not rejected in writing the Equipment within three (3) business days after the date of such Notice, as failing to conform in all material respects with the manufacturer's specifications therefor, the Equipment shall be deemed irrevocably accepted as of the date of such Notice (the "Commencement Date"). EXCEPTION: No Installation Completion Notice is issued for the poch-100i and KX-21N analyzers. These analyzers are invoiced upon delivery to Customer and the delivery date shall be deemed the Agreement "Commencement Date" for these Products.

Your payment obligations under this Agreement shall commence on the Commencement Date and shall continue throughout the Term set forth in Section II above and any extension or renewal thereof, unless earlier terminated as herein provided. You shall be obligated to pay any amount payable hereunder from and after the Commencement Date. It being understood and agreed that delays in clinical acceptance or LIS interfacing or other circumstances which restrict or prevent Your use of the Equipment shall not relieve You of your payment obligations hereunder.

3. DELIVERY, SHIPPING CHARGES, RISK of LOSS, INSURANCE. Delivery of Equipment will be made F.O.B. Destination, prepaid & insured by Sysmex with the exception of Alaska, Hawaii & Puerto Rico where Delivery of Equipment will be made F.O.B. Destination, freight prepaid & added to invoice. Seller retains title & control of delivery of the equipment until it is delivered to the customer shipping location and the contract of carriage has been completed & signed by customer. Risk of loss shall pass to You upon delivery.

We shall arrange for carriage & pay all shipping charges & pay for insurance to cover any damage or other loss related to the Product during delivery. We shall provide a shipment notice describing the contents of each shipment, listing Product, Item #, Serial # & quantity. Delivery dates given in advance of actual delivery are estimated and deliveries will be made subject to prior orders on file with Us. We shall notify You of any change in the delivery date as soon as We become aware of the need to revise such delivery date.

Delivery of reagents, calibrators and controls for GPO Affiliate Agreements which have monthly or quarterly fixed Standing Orders will be F O B Origin freight prepaid by Sysmex (except shipment to Alaska, Puerto Rico or Hawaii which is freight prepaid and added to invoice). Delivery of reagents, calibrators and controls for Non-Affiliated Type "C" Agreements which have monthly or quarterly fixed Standing Orders will be F O B Origin, freight prepaid by Sysmex (except shipment to Alaska, Puerto Rico or Hawaii which is freight prepaid and added to invoice). Delivery of reagents, calibrators and controls for Non-Affiliated Type 'A' or 'B' Agreements which have monthly or quarterly fixed Standing Orders will be F O B Origin, freight prepaid & added to invoice. All orders for reagents, calibrators and controls regardless of Affiliation or contract type requested outside of monthly or quarterly fixed Standing Orders will be F O B Origin, freight prepaid & added to invoice. Delivery of consumables & parts will be F O B Origin, freight prepaid & added to invoice.

Guidelines for changing fixed Standing Orders: a) All requests for modification to existing fixed Standing Orders must be communicated in writing no less than ten (10) business days before pre-scheduled delivery date. b) All modifications to existing fixed Standing Orders shall be limited to four (4) occurrences per calendar year. c) All "as needed", "supplemental" and "emergency" shipments will be designated as F O B. Origin, freight prepaid and added to invoice. All emergency overnight shipments will incur a Sysmex minimum service charge of \$100.00 per purchase order plus any additional handling charges incurred by warehouse and freight carrier. These requests must be confirmed and accepted in writing prior to execution of customer order and must be received by Sysmex Customer Service by 1:00 pm CST. Orders received after 1:00 pm CST cannot be guaranteed to arrive the next day.

4. PAYMENT TERMS. Your payment terms for Our invoices are net thirty (30) days from the date of Our invoice. Our invoice shall include all shipping charges & applicable taxes. If any part of a payment is more than thirty (30) days late, you agree to pay as interest, an amount equal to (a) 1.5% per month on that portion of the invoiced amount which is late or (b) the highest interest rate permitted by applicable law on such amount, whichever is less. This Agreement & Our obligations hereunder are conditioned upon Our receipt, review & approval in our sole & absolute discretion, of Your credit application & other information; You agree to promptly complete, sign & submit Our required credit application to Us. Any advance payments required under this Agreement are due and payable on or before the date the Equipment is delivered to You and shall become non-refundable once the Equipment is delivered.

5. REAGENT and CONTROLS PRICING. Our pricing for reagents & controls offered to You for use with the Equipment is subject to change within Our sole & absolute discretion at any time, unless in conflict with any national or GPO contract applicable to You.

6. GPO PRICING and MEMBERSHIP DESIGNATION PROCESS POLICY. The pricing of reagents and controls offered to You for use with the Equipment is based upon the GPO Membership Affiliation Designation Form submitted with this Agreement. Changes to your applicable membership designation (i.e. applicable pricing tier, GPO affiliation, etc.) must be supported by a revised Membership Affiliation Designation Form and must be received by Sysmex Sales Support within thirty (30) days after the change. Upon confirmation of Your membership change: (a) Your pricing as a participating GPO Member, with respect to non-leasing transactions will be appropriately adjusted; and (b) the amount of Your sales (including, by way of example only, lease payments, parts, T&M service rates, reagents, controls, etc.) occurring after the change (based on the date of Our invoice with respect to such sales) will be credited to the newly designed GPO within thirty (30) days, subject to any applicable limitations and restrictions imposed by your previous GPO.

7. TAXES & OTHER CHARGES. You agree that You will promptly pay when due all taxes (including without limitation all sales, use & personal property taxes & any interest or penalties thereon), interface costs & license & registration fees, if any, relating to the Equipment, this Agreement or any supplies, services or other products sold to you hereunder and that You will indemnify & hold Us harmless from same. This responsibility shall survive the termination of this Agreement. If any such taxes, charges, costs or fees shall be assessed to Us then We may, in our sole discretion, pay same and You shall promptly reimburse Us, upon demand, for any such payment.

8. SPECIFICATIONS, LIMITED WARRANTY and LIMITED LIABILITY. We warrant that the Equipment and all replacement parts furnished under this Agreement will meet the specifications stated on the labeling when used in accordance with such labeling; and that (a) the Equipment will be free from defects in material and workmanship for a period of one (1) year from the Commencement Date and (b) all replacement parts furnished by Us hereunder will be free from defects in material and workmanship for a period of one (1) year from the date such part(s) are installed in the Equipment. This warranty does not cover any defect, malfunction or damage due to (i) accident, neglect or willful mistreatment of the Equipment, parts or other products, (ii) failure to use, operate, service or maintain the Equipment, parts or other products in accordance with Our applicable operator's and service manuals or (iii) failure to apply appropriate reagents or chemicals in or to the Equipment;

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SAI MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY EQUIPMENT, PARTS OR PRODUCT OR ANY SERVICE OR TRAINING WITH RESPECT THERETO. THE LIMITED WARRANTY PROVIDED UNDER THIS CONTRACT SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. SUBJECT ONLY TO SAI'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, SAI'S SOLE LIABILITY TO CUSTOMER UNDER THIS CONTRACT IS LIMITED TO, AT SAI'S ELECTION, THE REPAIR OR REPLACEMENT OF, OR REFUND OF THE PURCHASE PRICE PAID BY CUSTOMER FOR;

ANY EQUIPMENT OR PRODUCTS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR LABELING THEREFOR, AND IN NO EVENT SHALL SAI BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF GOODWILL, LOSS OF PROFITS, WORK STOPPAGE, DATA LOSS OR COMPUTER FAILURE. AND SAI'S MAXIMUM LIABILITY HEREUNDER SHALL BE THE AMOUNT SAI RECEIVED FROM CUSTOMER IN THE PRECEDING TWELVE MONTHS. Notwithstanding anything contained herein to the contrary, We shall have no obligation to provide (a) installation, maintenance or service of or for any third party computer system or interface or (b) installation, maintenance or service of or for water supplies, power supplies, plumbing hardware or other OEM accessories.

9. INDEMNITY. Each Party (the "Indemnifying Party") shall indemnify, defend & hold harmless the other Party and its officers, directors, employees & agents (each an "Indemnified Party"), from and against any and all Damages incurred or suffered by any Indemnified Party due to a claim or allegation of an unaffiliated third party arising out of, in connection with or resulting from any breach of any representation or warranty or performance obligation of the Indemnifying Party hereunder or the willful misconduct or gross negligence of the Indemnifying Party, except to the extent (a) such Damages arise from the breach hereof by or the negligence or wrongful acts or omissions of, the Indemnified Party or (b) the Indemnifying Party was not notified timely of any such claim or allegation and was prejudiced thereby

In addition, Sysmex shall indemnify defend and hold harmless Customer and its officers directors, employees and agents from and against any Damages incurred or suffered by any such Indemnified Party due to a claim or allegation of a third party that any Equipment or Product infringes any U.S. patent, copyright, trade mark trade secret or other intellectual property right of any third party. The term "Damages" as used herein means all demands, claims, actions or causes of action, assessments, losses, damages costs, expenses, liabilities judgments, awards, fines sanctions, penalties, charges and amounts resulting from or agreed by the Indemnifying Party to be paid in settlement of, any unaffiliated third party claim or allegation including, reasonable attorneys' fees and costs and expenses of investigating any such claim or allegation

The Indemnified Party shall provide prompt written notice of any actual or alleged Damages subject to indemnification hereunder. The Indemnifying Party shall have the right to assume the sole defense of any claim or allegation as to which the Indemnified Party is to be indemnified hereunder

10. FORCE MAJEURE. Neither party shall lose any rights hereunder or be liable to the other party for damages or losses on account of the failure of performance by the defaulting party if the failure is the result of an act of God (e.g., fire, flood inclement weather, epidemic or earthquake); war or act of terrorism, including chemical or biological warfare; labor dispute, lockout strike embargo; governmental acts, orders, or restrictions; failure of suppliers or third persons or third persons; or any other reason where failure to perform is beyond the reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the defaulting party, and the defaulting party has exercised all reasonable efforts to avoid or remedy such failure (collectively, "Force Majeure Event"); provided however, that the occurrence of a Force Majeure Event shall not, under any circumstances, delay, hinder excuse or prevent the prompt payment of any amount due Us hereunder

In order to exercise Your rights hereunder You must provide written notice to Us within five (5) business days of the occurrence of any Force Majeure event which has caused or may cause a failure of Your performance hereunder.

11. USAGE PROFILE INFORMATION. If You have selected "Option C" in Section II above, the following language is hereby incorporated into, and shall be deemed a part of, this Agreement: We have relied on the test quantity usage profile information provided by You as set forth in the Schedule (including, without limitation, the reportable tests per year information) as the basis upon which the reagent quantity and types have been established and the annual reagent price computed. You represent and warrant that said profile information is true and correct. Provided You shall not be in default in any of Your obligations under this Agreement, We agree to provide to You the annual amounts of reagent contracted for on a fixed monthly standing order basis in accordance with the Monthly Shipping Schedule set forth in the Schedule

Upon Your request, Sysmex or Our authorized distributor shall make available to You for purchase additional reagents controls and calibrators. If in Our reasonable opinion, Your actual usage of reagents, controls or calibrators is inconsistent with the levels established in the Schedule We may, in our sole and absolute discretion upon written notice to You, review and assess Your utilization of consumables and audit Your test billing and other reports; You agree to cooperate with Us in connection with these efforts

12. REMOTE ACCESS for SERVICE: Terms and Conditions.

Customer hereby acknowledges and agrees that Sysmex may monitor performance and perform certain of its service & support obligations for the Equipment remotely through use of SNCS™ remote service software ("Remote Service Software") In connection therewith, and as a condition to Sysmex performing its service & support obligations hereunder, Customer shall permit enabling the Remote Service Software at or within 90 days after equipment installation and shall at all times during the term of this Agreement: (a) keep & maintain a broadband internet connection (DSL speed or faster) operational so as to enable secure (https://) internet access from the Equipment to Sysmex service servers, on a 24-hour by seven-day basis, from each unit of Equipment supplied by Sysmex;

(b) allow Sysmex personnel to install the Remote Service Software on any unit of Equipment listed in this agreement; (c) keep & maintain on the Equipment updated "best-in-class" software to detect & destroy malware such as viruses, Trojan horses worms, spyware and to prevent any uninvited 3rd party access to the Equipment via a network; (d) prevent any 3rd party from accessing using or servicing the Remote Service Software for any purpose; and (e) permit Sysmex personnel to de-install & remove the Remote Service Software upon termination of the Agreement or Sysmex's service & support obligations hereunder. Once Sysmex confirms the Remote Service Software is fully operational on each applicable unit of Equipment at Customer's location(s), Sysmex shall notify Customer thereof (the date of such notification being referred to as the "SNCS Enabled Date")

13. MISCELLANEOUS. You agree that the laws of the State of Illinois (if Canada, Province of Ontario) will govern this Agreement and You consent to the exclusive jurisdiction of and venue in any federal or state court located within the State of Illinois (if Canada Province of Ontario), and You waive any objection to personal jurisdiction of such courts over You. You agree to accept service of process and subpoenas by U.S. mail or commercial express delivery service. Should any provision of this Agreement be held invalid, ineffective or unenforceable the remaining terms will remain in full force and effect. You agree that this Agreement constitutes the entire agreement between You and Us with respect to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. No waiver, modification or amendment of any term of this Agreement is valid unless it is in writing and signed by You and Us

You agree that We are authorized to correct obvious errors in, or supply missing information in this Agreement such as Equipment serial numbers. If We delay or fail to enforce any of Our rights under this Agreement, We will be able to enforce Our rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, certified with return receipt requested addressed to the party receiving the notice at Your Bill to Address in Section I of this Agreement or Our address shown on the first page of this Agreement. The titles and headings used in this Agreement are for convenience only and shall not be used to interpret the terms and conditions of this Agreement