



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
WEH11038

PAGE
1

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

VENDOR

*709014708 01 814-835-2641
 STERIS CORPORATION
~~2424 WEST 23RD STREET~~
 5900 HEISLEY ROAD
 ERIE PA 16506
 MENTON, OH 44060

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	F.O.B	FREIGHT TERMS
08/26/2010	NET 30 DAYS	Common CARRIER	ORIGIN	PREPAY & ADD

BID OPENING DATE: 09/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		410-60 OLYMPUS, CV-180 EVIS EXERA II VIDEO SYSTEM CENTER OR EQUAL PER THE ATTACHED SPECIFICATIONS.		
0002	1	EA		410-60 OLYMPUS CLV-180 EVIA EXERA II XENON LIGHT SOURCE OR EQUAL.		
0003	1	EA		410-60 OEP-4 OLYMPUS HIGH DEFINITION (HD) COLOR PRINTER OR EQUAL.		
0004	1	EA		410-60 OEV-191H 19 INCH HIGH DIFINITION LCD SCREEN OR EQUAL OR EQUAL.		

RECEIVED
 23 SEP 10 A 10:10
 PURCHASING DIVISION
 STATE OF WV

PLEASE SEE COST PROPOSAL AND ENCLOSED QUOTATION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>William Aloe</i>	WILLIAM ALOE	TELEPHONE 440-392-7352	DATE
TITLE CONTRACT ADMINISTRATOR	FEIN 34-1482024	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

**WEH11038
COST PROPOSAL**

Description	Amount
1. Olympus CV-180 Evis Exera II video system center or equal.	\$ _____
2. Olympus CLV-180 Evis Exera II Xenon light source or equal.	\$ _____
3. OEP-4 Olympus High Definition (HD) color printer or equal.	\$ _____
4. OEV-191H 19 inch high definition LCD screen.	\$ <u>4623.10</u> <u>2190.00</u> — STAND
5. Olympus PCF type H180AL/I Evis Exera II video colonoscope or equal.	\$ _____
6. Olympus GIF-H180 Evis Exera II video gastroscope or equal.	\$ _____
7. MAJ-884 printer cable set or equal	\$ _____
8. Delivery & Set up Fee.	\$ <u>527.06</u>
9. In-service Training Fee.	\$ _____
10. Year 1/Warranty/Maint Full-Service endoscopy Repair Contract.	\$ _____
Total	A. \$ <u>7340.98</u> (with STAND)

Description	Estimated Annual Annual Usage	Price Per Package		Estimated Annual Cost
11. Color printing pack. (200 sheets picture paper & 1 color printer cartridge pack)	<u>10</u>	\$ _____	B.	\$ _____
Grand Total			A+B	\$ _____

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: STERIS Corporation

Authorized Signature: [Signature] Date: 9/8/10

State of OHIO

County of LAKE, to-wit:

Taken, subscribed, and sworn to before me this 8 day of September, 2010.

My Commission expires 9-12-2011, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

KATHY E. McCORMICK
Notary Public, State of Ohio
My Commission Expires **9/12/11**
(Recorded in Lake County)



STERIS[®] STERIS Corporation
5960 Heisley Road
Mentor, OH 44060-1834 • USA
440-354-2600

QUOTATION

WELCH COMMUNITY HOSPITAL
ACCT: 26040 GLN: 1100004420053
454 MCDOWELL ST
WELCH, WV 24801, US

STERIS Quote No: MCARRR2560197
Revision No: 4
Date: September 02, 2010
Submitted By:
Mark Carr, Account Manager

ATTN: Roberta Wagner, Buyer (Phone: 304 558-0067) (Email:
roberta.a.wagner@wv.gov)

STERIS is pleased to make the following proposal for your consideration:

Quotation for RFQ Number WEH11038. Quotation for Line 4, 19" High Definition LCD Screen or Equal.

Please give me a call at 502 645-0856 if you have any questions or need any additional information.

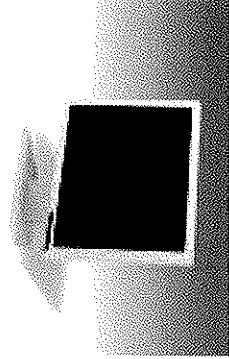
Thanks,

Mark Carr

NOTICE: Sale of any Products or Services covered by this quotation is conditioned upon Buyer's assent to the terms contained herein (including the Terms and Conditions of Sale and /or the Installation Terms and Conditions included on the last page(s) of this quotation). Any additional or different terms proposed by Buyer are hereby objected to and will not be binding upon STERIS unless specifically assented to in writing by STERIS' authorized representative in Mentor, Ohio.

Item	Equipment #	Description	Quantity	Extended Price	Discount Price
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1.0000	RLM19HD	19 IN. HD MULTIPURPOSE SURG FLAT PANEL MONITOR	1	4,623.12	
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SURGICAL-GRADE FLAT PANEL MONITORS
 Flat panel displays for surgical suites, OR integration systems, and critical care environments. Totally sealed monitors are splash-proof and easy to clean. Image quality is #1. All monitors are high-quality, ultra-precise, and specifically designed for surgical and medical applications. Open architecture design is compatible with all camera vendors and is easily upgradeable to the latest video technologies.

Multipurpose:
 High-quality, multi-purpose flat panel monitors are designed for a broad range of surgical and monitoring applications in the OR and Critical care environment.

- OR Video & Integration Systems
- Surgical-Grade Flat Panel Monitors
- High Definition

2.0000	RL8UVK	UNIVERSAL VIDEO KIT (STAND, CABLES & ACCESSORIES)	1	2,190.00	
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Perfect for use with emergency backup or slave monitor; handy for troubleshooting any OR video issue. A surgical flat panel up to 26" in size should be quoted separately for use with this kit. Includes high-quality rolling stand, required accessories and cables needed for all major video signals.

- OR Video & Integration Systems
- Universal Video Kit

3.0000		SHIPPING & HANDLING CHARGES	1	527.86	
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QUOTE TOTAL EXCLUDING TAXES				7,340.98	
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Currency: USD

NOTE: ALL TAXES ARE EXCLUDED UNLESS OTHERWISE STATED. IF EXEMPT, PROOF OF TAX EXEMPTION MUST ACCOMPANY ALL PURCHASE ORDERS.

NOTE: Under present circumstances, this quotation may be considered firm for thirty (30) days from this date. Acceptance later is subject to confirmation. Our quotation is extended on the basis of shipment being made within twelve (12) months after receipt of purchase order or contract. For extended shipments, add 1½% per month for any subsequent period beyond (12) months.

Term of Payment: Net 30 Days

Terms of Shipping: PPD/ADD

FOB: FOB Origin

In order to expedite handling, please include the following information on your purchase order:

- Required delivery date of products at your facility
- Proof of tax exemption, if applicable
- Freight Terms (per quotation)
- Payment Terms (per quotation)
- Special Handling or Delivery Requirements (i.e., power lift gate, 24-hour notification, limited receiving dock hours, etc.)
- Trade-In items should include serial number
- Contact Name and Phone Number
- Ship to and bill to address

*****TRADE IN EQUIPMENT REQUIREMENTS:**

1. Purchase order total(s) must be made in full excluding the trade-in allowance. Upon receipt of the good(s) by STERIS Corporation, full credit allowed for the trade-in will be applied to the Customer's invoice via a Credit Memo.
2. Federal Law (OSHA & DOT) requires that all used medical equipment be decontaminated prior to shipment or transport. Also required, are tags indicating which areas of the equipment have been AND have not been decontaminated. Call 1-800-895-6240 for information on decontamination procedures.

WELCH COMMUNITY HOSPITAL
ACCT: 26040 GLN: 1100004420053

STERIS Quotation No: MCARR2560197
Date: 9/2/2010
Revision No: 4

By:
Mark Carr
Account Manager

Accepted For:
WELCH COMMUNITY HOSPITAL

STERIS Corporation
5960 Heisley Road
Mentor, OH 44060
Tel: 440-354-2600
Fax: 440-639-4450

Signature: _____

Title: _____

Date: _____

E-mail: _____

Purchase Order: _____

Want Date: _____

Ship To Address: _____

Bill To Address: _____

View order history and place orders for accessories,
consumables and parts on-line. Visit us at
<https://store.steris.com>

DELIVERY INSTRUCTIONS

Customer: _____

Customer Purchase Order Number: _____

STERIS Sales Order Number: _____

Delivery Contact Name: _____

Delivery Contact Telephone Number: _____

Is a Precall Required? Yes _____ No _____

If yes, what are the requirements (i.e. 48 hours before delivery):

Loading Dock: Yes _____ No _____

Dock Hours: Open: _____ Close: _____

Is Lift Gate Delivery Required: Yes * _____ No _____

Inside Delivery Required: Yes * _____ No _____

Inside Delivery Into Dock Door: Yes * _____ No _____

Inside Delivery to Department or Floor: Yes * _____ No _____

Any Specialized Truck Requirements?: Yes * _____ No _____

If Yes to any of the above, provide explanation:

Additional Comments (examples: Saturday Delivery, Disposal Requirements, Safety Requirements, Union Driver Required, etc.):

* Yes = Additional Charges Apply

STERIS CORPORATION TERMS AND CONDITIONS OF SALE

NOTICE TO BUYER: STERIS Corporation ("Seller") hereby certifies that the goods reflected in Seller's quotation were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.

1. Offer and Acceptance

A. The Seller's quotation constitutes an offer for the sale of Products or Services (the "Offer"). Unless otherwise specified in the Offer, or some other document signed by Seller, the terms and conditions of sale set forth in this document ("Seller's Terms") apply to all Products and Services sold or provided by Seller.

B. Any purchase order or other form of acceptance issued by Customer shall result in a contract for the purchase of the Products or Services at the price quoted in the Offer. Customer shall be deemed to have accepted any of Seller's Terms to which Customer has not specifically objected. Customer's issuance of a purchase order which purports to reject some or all of Seller's Terms by virtue of standard form language shall not be sufficient objection. Customer shall be required to set forth each objection to Seller's Terms in a separate writing signed and dated by Customer and delivered to Seller prior to or contemporaneous with Customer's purchase order or other form of acceptance. Seller's failure to object to provisions in any purchase order, or other communication from Customer (including, without limitation, penalty clauses of any kind), shall not be a waiver of Seller's Terms, nor an acceptance by Seller of any such provisions. Any terms in Customer's purchase order or any other document of acceptance which are different from or additional to Seller's Terms are hereby rejected unless specifically accepted by Seller in a separate document signed by both Customer and Seller, regardless of whether such other terms would materially alter the terms hereof. No course of dealing, custom or usage, which is contrary to Seller's Terms shall apply.

C. Seller reserves the right to correct any typographical or clerical errors in prices, specifications, quotations, or acknowledgments.

II. Products or Services Subject to Sale

The Products (including equipment, supplies, and parts) or Services subject to this sale shall be limited to those described in the Offer. They do not include, and Customer assumes responsibility for (A) removal from fatigue of carrier, set-up, installation, and start-up; (B) safety equipment used with the Products or Services or by Customer's employees or any third parties in handling or working with the products; (C) signs, plaques, and training related to the proper installation, handling, use, storage, and disposal of the Products, and (D) all utility hook-ups, building code approvals, and other regulatory requirements, as applicable. If the Customer is a government entity, Customer acknowledges that the Products are commercial items and that except as required by law, government accounting and procurement principles do not apply.

III. Financial Condition

At Seller's request, Customer will furnish sufficient information to enable Seller to assess Customer's creditworthiness. Seller may, in its discretion, require letters of credit, full or partial payment in advance, or other forms of security.

IV. Prices

A. Prices are subject to change without prior notification.

B. Prices are based on U.S. dollars and are F.O.B. point of shipment. Prices do not include freight or delivery charges or taxes (sales, excise, use, ad valorem, etc.) or any export or import duties. Those charges may be prepaid by Seller and Customer agrees to pay any such charges that are added to Customer's invoice.

V. Shipment, Delivery, and Inspection

A. Seller shall select the method and carrier for delivery of all Products. Title and risk of loss or damage to the Products shall pass from Seller to Customer upon delivery to a carrier at point of shipment.

B. Any shipment, delivery, or performance date stated in the Offer or other contract document is approximate only and does not constitute any guarantee of shipment, delivery, or performance on any particular date.

C. Time shall not be of the essence of this agreement.

VI. Payments, Title and Security Interest

A. All payments shall be made in United States currency. All payments shall be without deductions for back-charges, other accounts between Seller and Customer, and the like, which shall be settled independently of the payment of the invoice. Payment shall not prejudice claims on account of omissions or shortages in shipment, but no such claim will be allowed unless made within 96 hours after receipt of the applicable shipment by Customer.

B. Payments for Supplies or Parts shall be due 30 days from the date of Seller's invoice.

C. Payment for Equipment shall be due upon receipt without regard to the actual date of installation. Pre-payment of thirty percent (30%) of the price will be required on receipt of order for specially designed or specially engineered Equipment. If production by Seller is delayed by Customer, partial payment is to be made based on the contract price and a percentage of completion at the time of notification of delay. If shipment is delayed by Customer, payment shall become due 30 days from the date Seller has notified Customer it is ready to ship.

D. Payment for installation of Equipment or Parts shall be due upon completion.

E. Should Customer delay payment beyond the date it is due, interest may be charged on the unpaid balance at the rate of one and one-half percent (1-1/2%) per month or the maximum rate permitted by law, whichever is less.

F. Notwithstanding that title and risk of loss pass to Customer upon shipment, Customer hereby grants a security interest in all Products to secure Customer's payment in full. Customer authorizes Seller at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction financing statements and amendments naming the Customer as debtor and describing the Products as collateral.

VII. Delays and Changes

A. Seller shall not be liable for loss, damages, or non-performance resulting from delays in receipt of final specifications or instructions from Customer, changes in specifications, force majeure, including but not limited to strikes, labor disturbances, material shortages, non-manufacturing conditions, delays or failures of carriers or communication, epidemics, fire, flood, storms, accident, riot, acts of terrorism, war and invasion, governmental requisition or priorities, acts of God, or other causes beyond Seller's reasonable control.

B. In such event, the delivery date shall be extended for a period equal to the time lost by reason thereof, or Seller at its option may cancel the delivery and refund any amounts paid by Customer, as Customer's sole and exclusive remedy. Seller shall undertake to notify the Customer promptly of any significant delay and will specify the revised delivery date as soon as practical. **IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF A DELAY IN, CANCELLATION OF, OR FAILURE TO DELIVER OR MANUFACTURE.**

C. If shipment is delayed or extended by Customer, Customer shall arrange for and notify Seller of the place or places to which Seller shall ship the Products covered by the order for warehousing or storage at Customer's expense and all risk of loss or damage to the Products or Services shall be borne by Customer. If Customer is unwilling or unable to promptly arrange for warehousing or storage facility, Seller may do so at Customer's expense. Customer hereby agrees to pay any and all storage charges so incurred as reflected on Seller's invoice.

D. In addition to the rights and obligations set forth in VII.C., changes to orders in excess of \$15,000 may also be subject to a change order fee. Seller may change a change order fee of one percent (1%) or \$2,500, whichever is less, where Customer requests a change to the Product's configuration, order quantity, or delivery date and the change is requested within 30 days of the original delivery date. All change orders must be accepted and approved by Seller. Change orders shall be processed upon submission of a revised purchase order. Change orders in shipping and/or installation.

VIII. Cancellation

Cancellation or suspension of the order by Customer after acceptance by Seller may be made only on terms which will compensate Seller for loss due to the cancellation or suspension. Prior to shipment, Customer may cancel by giving written notice of cancellation to Seller. Customer may cancel after shipment only if Products are re-salable and Customer pays restocking, shipping and handling charges as reasonably determined by Seller.

IX. Equipment Design

Seller reserves the right to make changes and improvements in the design and specifications of its Products without notice or obligation to Customer.

X. Warranty and Disclaimers

A. Seller warrants capital equipment to be free from defects in material and workmanship under normal use and operation for a period of one year after date of shipment to Customer. Seller's sole warranty with respect to all other Products is that such products comply with Seller's specifications for a period of 90 days from the date of shipment, unless the Product is subject to an expiration date, in which case the expiration date shall apply. Seller's warranties do not apply to damage resulting from unauthorized installation, accident, casualty, alteration, misuse, or failure to follow Seller's written instructions. No other express warranty is made with respect to the Products. If any model or sample was shown to Customer, such model or sample was used merely to illustrate the general type and quality of the Products and not to represent that the Products would necessarily conform to the model or sample in all respects. **ENTIRE WARRANTY. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS, INCLUDING LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.**

B. Customer's sole and exclusive remedy for breach of the foregoing warranties shall be the repair or replacement and reinstallation of defective parts (with the exception of items normally considered to be expendable such as filters, fuses, gaskets, lamps, printer paper, printer ribbons, ink, lubricants, charts, etc.), or, at the Seller's option, to refund the purchase price, provided (1) the Product has not been altered or modified by other than Seller, (2) it has been properly stored, installed, maintained and operated within the limits specified by Seller, and (3) Customer promptly sends to Seller notice of defect and satisfactory proof thereof, including allowing Seller the opportunity to inspect the Products, and in the event of repair or replacement, returns the product to Seller, freight prepaid. Defective parts replaced by Seller shall become the property of the Seller. Repaired or replacement parts will be shipped to the Customer FOB point of shipment.

C. If the Product sold is not manufactured by Seller, Seller will extend to the Customer the same warranty protection Seller received from the original manufacturer.

D. Seller is not responsible for any warranty work, repairs, replacements or other work, or charges relating thereto, that have not been authorized by Seller in writing.

E. SELLER SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES FOR LOSS OF USE ARISING DIRECTLY OR INDIRECTLY FROM ANY BREACH OF CONTRACT, MATERIAL OR OTHERWISE, OR FROM ANY TORTIOUS ACTS OR OMISSIONS OF ITS EMPLOYEES OR AGENTS, AND IN NO EVENT SHALL THE LIABILITY OF SELLER EXCEED THE PRICE OF THE DEFECTIVE PRODUCT OR OF THE PRODUCT SUBJECT TO LATE DELIVERY. If Seller, without separate compensation therefor, furnishes the Customer with advice or other assistance concerning any product supplied hereunder or any system or equipment in which any such product may be installed which is not required hereunder, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, tort (including negligence and strict liability) or otherwise.

F. Where applicable and purchased separately, Seller agrees to delay the start date of the warranty for up to 12 months from the date of shipment, provided Seller confirms by inspection that as of the deferred start date, the Products meet Seller's original factory specifications, and do not materially differ from their factory-shipped condition. In addition, Seller requires that Seller's equipment storage guidelines (listed on equipment drawings and shipping crates and available upon request from Seller) be followed.

XI. Patents, Trademarks, Copyrights and Software

A. Seller warrants that Products it manufactures pursuant to its design shall be delivered free of any rightful claim for infringement of any United States patent, trademark or copyright.

B. If Seller is notified promptly in writing of any claim of infringement, Seller will defend or may settle at its expense any such claim; provided, however, that Customer must cooperate with Seller in the defense of any claim. Seller shall, at its expense and option, either procure for the Customer the right to continue using any infringing Products, or replace or modify them so they become non-infringing, or remove the infringing Products and refund the purchase price (less reasonable depreciation for any period of use). The foregoing states the entire liability of Seller for any patent, trademark, copyright, or other intellectual property infringement by Products or any part thereof.

C. The preceding representations shall not apply to any Product or part specified by Customer or manufactured to Customer's design, or to the use of any Product furnished hereunder in conjunction with any other item in a combination not furnished by Seller as a part of this transaction. As to any such item, part, or use in such combination, Seller shall have no liability whatsoever for patent, trademark or copyright infringement and Customer will indemnify Seller and hold Seller harmless against any claims, liability, damages or expenses, including reasonable attorney fees, as a result of infringement claims arising therefrom.

XII. Disclosure of Information

Any information, suggestions, or ideas given by the Customer to Seller in connection with Seller's performance hereunder are not secret or submitted in confidence, except as may be otherwise provided in writing, signed by Seller.

XIII. Assignment

No right accruing to the Customer by virtue of the manufacturer/purchaser relationship between Seller and the Customer nor any duty of Seller resulting from that relationship shall be assignable without Seller's prior written consent.

XIV. Severability

Invalidity of any provision of Seller's Terms shall not affect the validity of any other provision hereof and any invalid provision shall be, to the extent possible, modified to accomplish the same objectives in a valid way without affecting the surviving provisions.

XV. Non-Waiver

No failure by Seller to exercise any right accruing to it by virtue of the manufacturer/purchaser relationship or under any contract of sales entered into with the Customer shall operate as a waiver thereof or preclude the exercise of the same or any other right or privilege by Seller.

XVI. Notice

Any notice required or contemplated hereunder shall be in writing and shall be delivered personally or sent by teletax or by prepaid registered mail. Notice by teletax shall be deemed to have been received when transmitted and any notice sent by registered mail shall be deemed to have been received on the second day following the date mailed.

XVII. Entire Agreement and Amendments

There are no other Terms and Conditions applicable to the purchase and sales of Seller's Products other than those contained in the Offer (including any specifications or other documents which Seller incorporated by reference in the Offer or invoice). Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No modification, amendment, waiver or other change of any provision of Seller's Terms shall be binding on Seller without Seller's written consent.

XVIII. Limitation of Actions

Any action for a breach of contract arising out of Seller's acceptance of Customer's order or arising out of Customer's acceptance of Product supplied must be commenced within one year after the cause of action has accrued.

XIX. Governing Law; Remedies

- A. The rights and obligations of the Customer and Seller, and the construction and effect of any contract formed between them shall be governed by the laws of the State of Ohio.
- B. If the Customer fails to fulfill their terms of payment of any invoice or if the financial or business condition or responsibility of the Customer shall become impaired or unsatisfactory to the Seller, Seller may, without liability to Customer or prejudice to any other legal or equitable remedy, suspend performance until past due payments are made and satisfactory assurance of payment is received.

XX. Operating Directions

- A. Customer shall comply with and require its agents and employees to comply with all directions, safety notices, warnings, and other instructions furnished by Seller, and shall use and require its agents and employees to use reasonable care in the use of the Products.
- B. SELLER SHALL HAVE NO OBLIGATION OR LIABILITY FOR ANY FAILURE OF CUSTOMER, CUSTOMER'S EMPLOYEES OR AGENTS, OR ANY THIRD PARTY TO OBSERVE THE PROVISIONS OF THIS SECTION, OR FOR ANY INJURY OR DAMAGE CAUSED, IN WHOLE OR IN PART, BY CUSTOMER'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL SAFETY REQUIREMENTS AND CUSTOMER SHALL INDEMNIFY AND HOLD SELLER HARMLESS FOR ANY CLAIMS, LIABILITIES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH ANY SUCH INJURY OR DAMAGE OR CLAIM THEREOF.

XXI. Additional Terms for Surgical Solutions Custom Orders

Custom orders for integrated operating rooms, lights and booms, and other customized equipment for surgical and critical care shall be subject to Seller's standard Terms and Conditions of Sale and Installation, as well as the following additional terms and conditions:

- A. Payment. A non-refundable deposit of thirty percent (30%) of the total purchase price of any order that includes custom equipment must be paid to Seller within 10 days of the date that Seller receives Customer's purchase order. Payment for the remainder of the purchase price must be made within 30 days of Seller's invoice date.
- B. Cancellation. If a Customer chooses to cancel a purchase order for a custom order, the Customer's deposit will be forfeited.

WELCH COMMUNITY HOSPITAL
ACCT: 26040 GLN: 1100004420053

STERIS Quotation No: MCARR2560197
Date: 9/2/2010
Revision No: 4

C. Facility Preparation. A \$2,500 change order fee shall also apply if Seller's installation team arrives at a Customer facility for a scheduled installation but is unable to complete the installation because of the Customer's failure to prepare the site according to previously agreed upon specifications.

D. Return of Goods. Customer shall not be entitled to any refund or credit for custom-made parts, used parts, or parts that are missing labels or packaging. Goods may not be returned without prior approval from Seller. Customer is responsible for all freight costs associated with the return of goods after shipment and may be required to pay a restocking fee.
JAZ:ln070209

INSTALLATION TERMS AND CONDITIONS (where installation is purchased from Seller)

General Definitions & Scope of Responsibilities

- 1 The Seller's Terms attached hereto are hereby incorporated by reference herein.
- 2 Seller will not be responsible for services other than Seller or Seller contracted sources, unless authorized in writing by Seller.
- 3 All work will be performed during normal working hours: 8:00 AM to 5:00 PM, Monday through Friday. Holidays and other hours will require additional charges.
- 4 Non-Union labor will be used.
- 5 Seller will be responsible for clean-up of all packing materials, crates, crating and/or other debris of transporting/settling up the equipment, but containers/dumpsters must be provided by/for the owner's facility.
- 6 Parts and labor required to repair damage caused by accident, abuse, natural disaster, fire or theft, misuse by operating equipment for functions/processes not originally designed or recommended, or alteration/modification of the equipment or accessories after final assembly and test by Seller shall be provided by Customer and are not covered by Seller.

Environmental and Safety Issues

HAZARD COMMUNICATION - Customer agrees to provide Seller with information as to all hazards or hazardous materials which Seller's personnel may encounter when performing services for Customer and to familiarize Seller, its employees and contractors with Customer's Hazard Communication Program. If Customer's facility has an asbestos maintenance plan, the applicability of the plan to Seller's services must be specifically pointed out to Seller, and a copy of the plan must be provided to Seller prior to Seller's commencement of work. Customer shall ensure the safety of the work area and of Seller's employees and agrees to defend, indemnify and hold Seller, its employees and contractors, and their insurers (the "Indemnified Parties") harmless from any and all claims, demands, losses, liabilities, fines, penalties (including but not limited to OSHA penalties), costs (including but not limited to attorneys' fees) or other liability suffered or incurred by the Indemnified Parties as a result of Customer's failure to do so.

UNEXPECTED OR HAZARDOUS CONDITIONS - If unforeseen conditions are discovered (such as the discovery of hazardous substances or conditions) which may increase the time or expense of performance, Seller shall be entitled to additional compensation for the effects of such unexpected conditions. If Seller and Customer cannot agree on such additional compensation, Seller may stop work without liability and Customer shall pay Seller for any services already performed, at Seller's hourly rates. If Seller encounters materials which it believes may be hazardous, Seller may suspend its services until adequate testing and analysis have been conducted to confirm whether such materials are hazardous or not. In no event shall Seller or its contractors be responsible for the removal, abatement or disposal of any hazardous materials (including but not limited to asbestos, asbestos containing materials, hazardous waste, or infectious waste).

Customer Responsibilities-SITE PREPARATION

- 7 Remove all asbestos and/or other hazardous materials from equipment building and surrounding area, and safely dispose of same in accordance with local/state/federal codes, prior to installation and/or Equipment Removal.
- 8 Obtain or incur expenses for obtaining any/all permits, approvals, licenses, certification, fees and source testing, local or otherwise, that may be required for installation or operation of the equipment being installed.
- 9 Prepare site for equipment installation, to include walls, floors, drains, ceilings, building utility connections, including steam drip-legs and pressure regulators, special fiber panel and any/all required structural modification to the building, including superstructure above finished ceiling and/or wall back and floor reinforcement.
- 10 Provide slab, wall, flooring, anchor location and/or under-structure suitable to accept seismic tie-down devices as specified in Seller's equipment drawings/technical documentation.
- 11 Install any/all building exhaust vents beyond manufacturer's vent termination point, as designated in Seller's equipment drawings/technical documentation, and ensure total HVAC system is adequate to handle load(s) expected with new equipment.
- 12 Assure that all door openings, hallways and areas en route from receiving area to installation site will accept equipment without dismantling equipment or removing/modifying any door frames, ceilings, cabinets or other facility structures.
- 13 Provide all utilities (steam, water, compressed air, condensate return, waste-drain, electric, exhaust) according to local/state/federal codes and Seller's equipment drawings/technical documentation.
- 14 Furnish and install all electrical disconnects and shutoff valves within easy reach for emergency or service shutdowns, as specified in Seller equipment drawings, and in accordance with local/state/federal codes.
- 15 Provide adequate lighting in recess room area.
- 16 Provide an adequate service area around equipment as specified in Seller's equipment drawings and in accordance with local/state/federal codes, to ensure equipment placement/utility connections and locations are adequately spaced.

Customer Responsibilities-RECEIVING

- 17 Provide for a loading dock with capacity for non-power tailgate delivery.
- 18 If vertical transport is required due to limited access to higher or lower floors via stairways, elevator limitations, etc., customer will be responsible for any/all additional charges.
- 19 Receive and inspect new equipment for shipping damage and store in weather-protected, secure area inside building designated for final installation, or arrange for transportation and off-site storage, scheduling re-delivery in time for final installation.
- 20 Seller will require two (2) weeks notice prior to beginning actual installation work, with clear access to final equipment location(s) guaranteed.
- 21 If old equipment is to become Seller's property, it will be held on-site at designated location for pickup by Seller-contracted transport within a reasonable time, or not to exceed five (5) working days.

Customer Responsibilities-UTILITIES

STEAM:

- 22 Pressure - dynamic pressure must meet specific specifications on Seller's equipment drawings/technical documentation; must provide steam pressure regulators and shut-off valves wherever specified.
- 23 Quality - provide steam traps, insulation and pipe routing necessary to supply 97% vapor-quality steam.

1) AIR:

- 2) Pressure - dynamic pressure must meet specifications on Seller's equipment drawings/technical documentation; air regulators must be provided where specified.
- 1 Quality - provide filters/dryers necessary to supply air quality as specified on Seller equipment drawings/technical documentation.

WATER:

- 3 Pressure - dynamic pressure must meet specification on Seller's equipment drawings/technical documentation; water pressure regulators must be provided where specified.
- 4 Flow Rates - piping must be properly sized to prevent water hammer; provide correctly sized pipes and water hammer arresters in order to support water flow rates and pressures as specified on Seller's equipment drawings/technical documentation, and according to local/state/federal codes for back flow prevention.
- 5 Quality - water provided may be treated as necessary, but must meet quality specifications on Seller's equipment drawings/technical documentation.

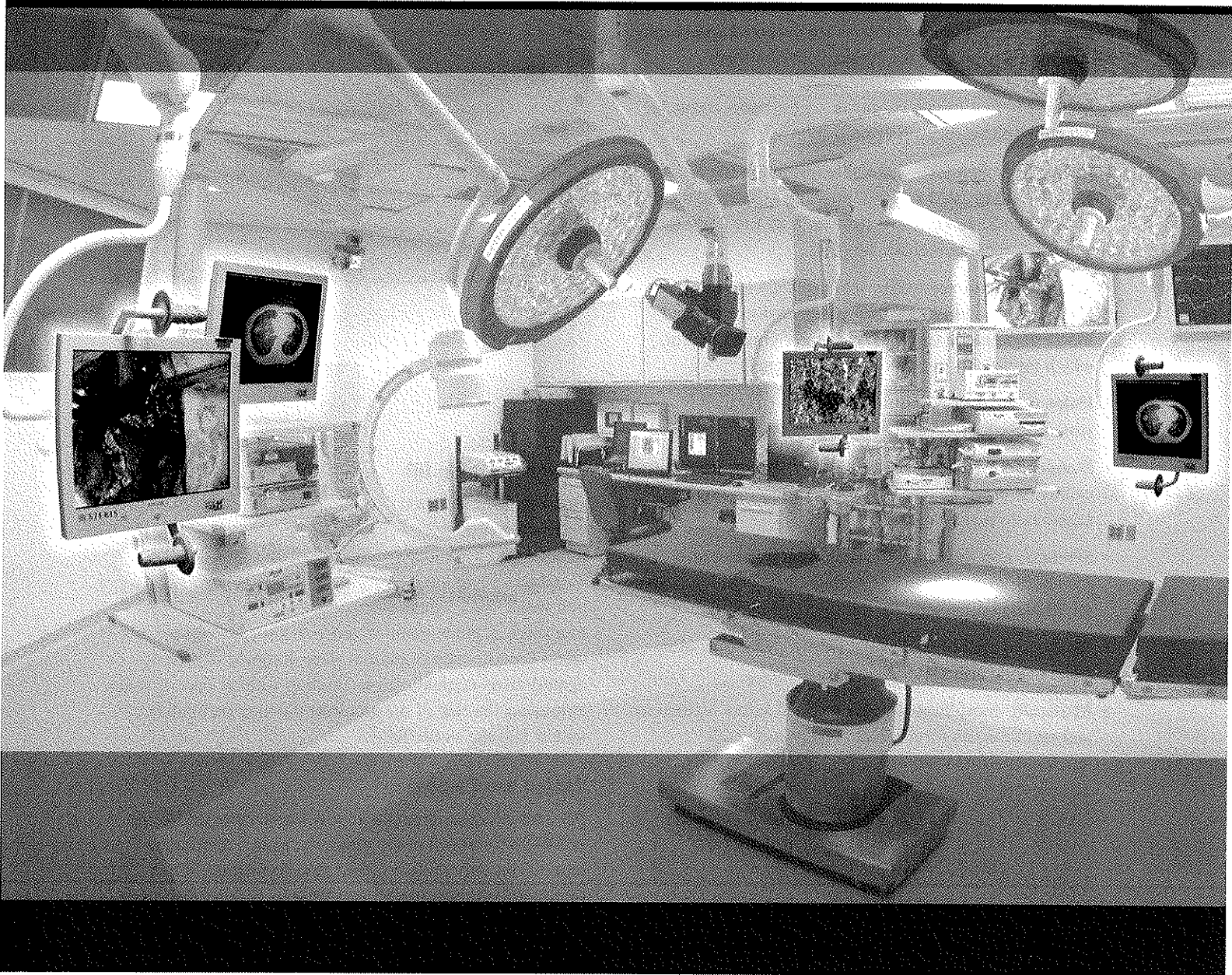
EXHAUST - Provide air exhaust flow (SCFM) as specified on Seller's equipment drawings/technical documentation.

WASTE - Provide adequate drain(s), sized to handle water/steam flow rates as specified on Seller's equipment drawings/technical documentation, and traps, as required by local/state/federal codes.


ELECTRIC - Provide electrical supply as specified on Seller's equipment drawings/technical documentation, with locking disconnect switches, as required by local/state/federal codes.

Improving your image

Surgical Grade
Flat Panel Monitors



 **STERIS**

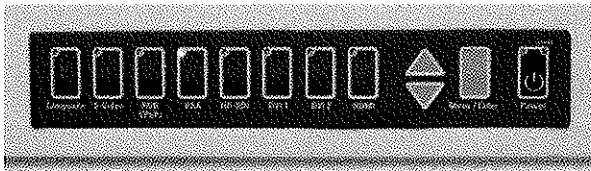
Innovation by 
VSP
MEDICAL SYSTEMS

Surgical Grade Flat Panel Monitors

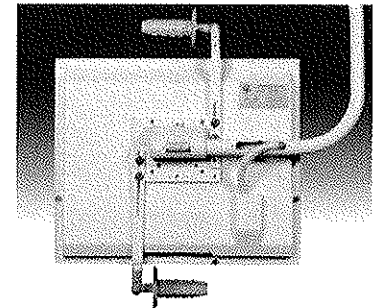
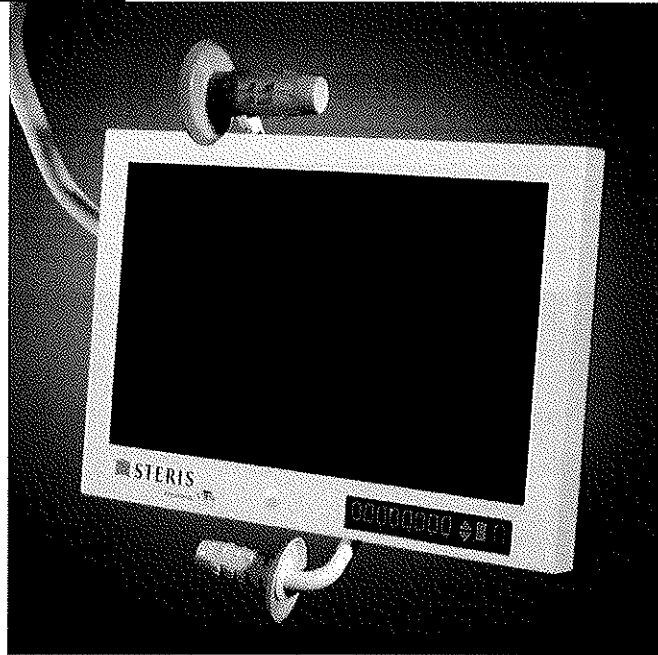
What does SURGICAL GRADE mean?

An office environment is much different from a hospital patient's room, which is very different from an OR. Surgical grade monitors are significantly different from computer monitors and even vital sign monitors in the way they are designed. Surgical grade monitors are designed specifically for the high demands of the surgical environment:

- **Incredibly fast image response** – Eliminates image lag to help improve surgeon visualization
- **Crisp, clear images** – Incredible resolution (from 1280 x 1024 to 1920 x 1200), brightness (from 250 cd/m² to 400 cd/m²) and contrast (from 900 to 1 to 1500 to 1) yield eye-popping realistic images
- **Vendor-neutral versatility** – Accepts a wide range of video inputs to eliminate format conversion costs and image degradation (unlike a consumer-grade monitor, which might only accept one or two signal types)
- **Helps prevent cross-contamination** – Completely sealed, splash-proof design is easy to clean
- **Designed for patient vicinity** – Low voltage from the ceiling on down so there is no risk of high voltage exposure to patient or staff
- **Strength and durability** – Aluminum cases, sealed membrane switches, and protective monitor surface filters are designed especially for the rigors of the OR
- **Optimized weight and size** – Designed for operating room ceiling arm systems
- **Medically compliant** – Meets medical safety regulations and requirements for medical devices in the OR



Intuitive video selection buttons allow you to switch between signal types with a single touch.



Designed for the OR

One key differentiation between a surgical monitor and a computer monitor is something you won't see – vents.

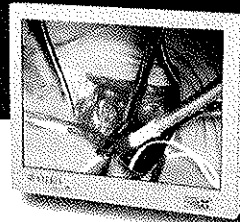
In a surgical grade monitor you won't see any vents – not one – because these monitors were designed to protect against cross-contamination. Cooling without fans or vents eliminates the risk of the monitors blowing particulate matter into the sterile field.

Sealed and Durable

Preventing cross-contamination is foremost in the design of STERIS surgical grade monitors. Sealed membrane buttons not only protect the monitor against the fluids of an OR, but they also protect patients by ensuring no contaminants get hidden in openings in the monitor (which could potentially be disturbed during a procedure and spread into the surgical field). Additionally, our surgical grade monitors use a protective overlay on the surface of the monitor to further strengthen the defense against any liquids invading the monitor.



RLM19HD



RLM21HD



RLM24HD



RLM26HD

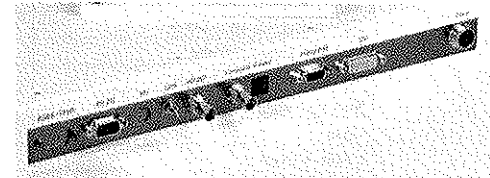
Image Quality and Performance

Two more clinically important features of surgical grade monitors are image clarity and image lag. STERIS surgical flat panel monitors are built with state-of-the-art, medical-grade LCD technology. They deliver stunningly crisp images that can only be provided by broadcast-quality electronics, and are designed to precisely reproduce the operating field. STERIS monitors are technologically advanced – supporting many native camera signals (either standard or high definition), to ensure there is no signal conversion, no image degradation and no image lag. Our flat panel monitors deliver superior color and consistent image quality every time.

The image quality of STERIS Surgical Monitors is consistently superior, as clear and precise as the surgeon's view.

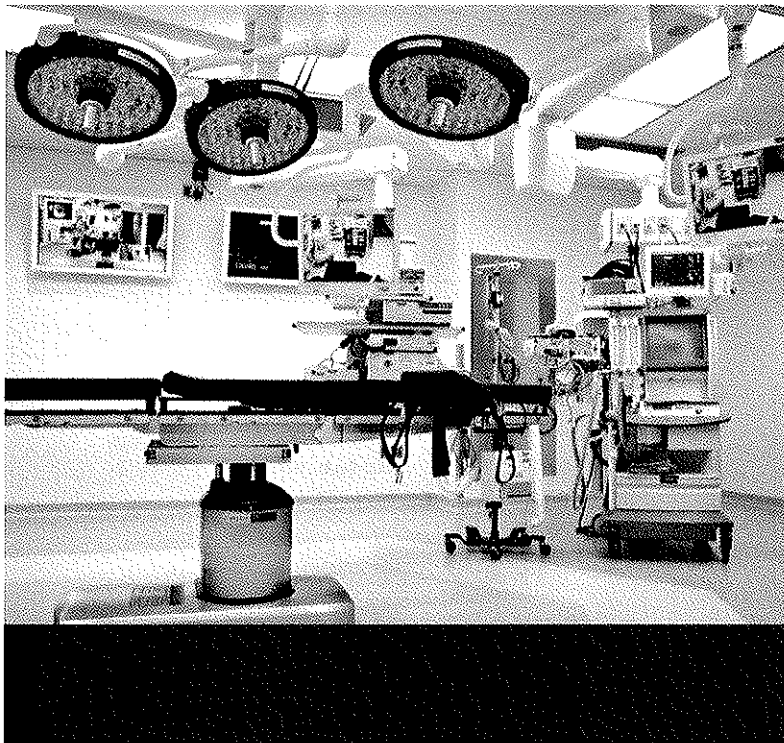
Flexible and Versatile

STERIS flat panel monitors support the widest range of video inputs (up to 12 different signal types), which means that virtually any camera source – including endoscopy equipment from all leading manufacturers – can be precisely matched to the monitor. An investment in a high definition video source (such as the latest HD endoscopic cameras) deserves a high definition monitor to display its full capabilities. STERIS surgical flat panel monitors render images with the precise, eye-popping detail that surgeons need. Because our monitors support state-of-the-art technologies such as DVI and HD-SDI, they support the leading cameras and medical imaging devices available today and new models released in the foreseeable future.



Optional Built-in Microphone

STERIS offers a professional-quality, bezel-mounted microphone for hands-free telephone and videoconferencing purposes as an option on our 21", 24" and 26" monitors. This prevents situations where the surgeon would otherwise need to break scrub to talk on the phone or consult with colleagues on a videoconference. This option is much more comfortable during lengthy procedures than wearing a wireless headset.



STERIS Surgical-Grade High Definition LCD Flat Panel Monitors

Equipment Number	RLM19HD	RLM21HD RLM21HDM*	RLM24HD RLM24HDM*	RLM26HD RLM26HDM*
Size (Diagonal)	19" HD	21.3" HD	24" HD	26" HD
Inputs:				
Composite	●	●	●	●
S-Video	●	●	●	●
RGBS	●	●	●	●
RGB	●	●	●	●
YPbPr	●	●	●	●
SDI	●	●	●	●
RGBHV (computer)	●	●	●	●
DVI	●	●	●	●
HDMI				●
HD-SDI	●	●	●	●
HD-RGBS	●	●	●	●
HD-YPbPr	●	●	●	●
HD-RGB	●	●	●	●
Serial RS232 Control	●	●	●	●
USB Service Port				●
S/PDIF Output				●
Resolution	1280 x 1024	1600 x 1200	1920 x 1200	1920 x 1200
Aspect Ratio	5:4	4:3	16:10	16:10
Brightness	250 cd/m2	300 cd/m2	400 cd/m2	400 cd/m2
Contrast	1500 to 1	900 to 1	1000 to 1	1000 to 1
Viewing Angle (Horizontal & Vertical)	178	178	178	178
Patient Vicinity Safe	●	●	●	●
Microphone Option		●	●	●
Dimensions (in / mm):				
Width	17.34 / 440.44	19.45 / 494.03	23.2 / 589.28	24.7 / 627.38
Height	15.62 / 396.75	16.38 / 416.05	16.4 / 416.56	17.7 / 449.58
Depth	2.25 / 57.15	2.5 / 63.5	3.5 / 88.9	3.5 / 88.9
Weight (lb / kg)	13 / 6	17 / 8	18 / 8	20 / 9
Active Matrix LCD	●	●	●	●
Operating Temperature	32 to 104 Degrees Fahrenheit / 0 to 40 Celsius			
Storage Temperature	-4 to 140 Degrees Fahrenheit / -20 to 60 Celsius			
Voltage: Monitor Input	12V DC		24V DC	
Voltage: Power Supply Input	100 - 250V AC			
Case	Aluminum, Sealed			
Cable Cover			●	
Advanced Cable Management				●
Mounting Hole Pattern	VESA 100mm & 75mm			
Power Supply (external)	Medical Grade, with extra long 15 ft. (4.57m) cable			
Power Requirements	60 watts max		150 watts max	
Certifications	Meets medical grade standards: IEC 60601-1:1988 + A1:1991 +A2:1995, EN 60601-1: 1990 +A1:1993 +A2:1995 +A13:1996, (except EMC limitations, EN 60601-1-2, Biocompatibility, EN 10993-1, Programmable Electronic Systems, IEC 60601-1-4) UL 60601-1, First Edition; CAN/CSA C22.2, 601.1-M90, AS/NZS 3200.1.0 dated December 5, 1998, CE, FDA Listed			



Manufacturer's recommended cleaners:

STERIS recommends that you protect your investment in surgical monitors by cleaning and disinfecting them with **Coverage Spray TB Plus** (1629B4) or **Coverage Spray HB Plus** (162477), both of which are available online at <https://store.steris.com> or by phone at 800.548.4873.

STERIS OFFICES WORLDWIDE

BeneLux	32 2 523 2488	Japan	81 3 5521 2104
Canada	800 661 3937	Korea	82 2 517 1517
China	86 21 6137 1166	Latin America	800 884 9550
France	33 0 2 38 70 83 50	Malaysia	6 03 7854 9822
Germany	49 2203 890 6969	Singapore	65 68 41 7677
Greece	30 210 6800848	Spain	34 91 658 5920
India	91 33 2367 5150	Switzerland	41 32 376 0200
Italy	39 22 130341	United Kingdom	44 1256 840400

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STERIS



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