



# CareFusion

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## Request for Quotation # WEH11122

*Proposal Response Prepared for:*

**Department of Administration  
Purchasing Division, Building 15**  
2019 Washington Street, East  
Charleston, WV 25305 -0130

Proposal Due Date: March 3, 2011

*Submitted by:*

Tom Trenis, RRT  
Senior Sales Consultant  
540.429.7810  
CareFusion, Respiratory Critical Care

Offer Expires: June 3, 2011

**CONFIDENTIAL**

RECEIVED

2011 MAR -1 A 10:15

PURCHASING DIVISION  
STATE OF WV

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*This document contains confidential and proprietary information of CareFusion. The contents of this document may not be copied, reproduced, or disclosed to any third party without the prior written permission from CareFusion.*

March 3, 2011

Department of Administration  
Purchasing Division, Building 15  
2019 Washington Street, East  
Charleston, WV 25305-0130

To Whom It May Concern:

CareFusion is pleased to respond to your Request for Quotation No. WEH11122. We appreciate your interest in the AVEA® product line.

CareFusion is the leading provider of products and services supporting the healthcare industry. Our company develops, manufactures packages and markets products for patient care; develops drug-delivery technologies; distributes pharmaceuticals and medical, surgical and laboratory supplies; and offers consulting and other services that improve quality and efficiency in healthcare.

CareFusion provides leading products for pulmonary diagnostics, respiratory critical care/ventilation, sleep diagnostics and therapeutics. Detailed information on the specific products and services of interest to your facility is enclosed. We invite you to learn more about CareFusion: [www.carefusion.com](http://www.carefusion.com).

In addition, our family of products and services are used in over 120 countries and include some of the most widely recognized brand names in their categories: Pyxis® for medication and supply management, Alaris® for infusion, Pulmonetic Systems™ for ventilation, Jaeger®, SensorMedics® and Micro Medical for respiratory diagnostic instruments, Vmax® and PleurX® for interventional procedures, V. Mueller® and Snowden-Pencer® for surgical instruments, Nicolet neurodiagnostic instruments, MedMined™ for infection surveillance and Chloraprep® for preoperative skin preparation.

I would like to extend my appreciation to Welch Community Hospital for including CareFusion's market leading AVEA® products in your quest for comprehensive ventilation equipment and services. We hope to earn your business by fully demonstrating the value we can bring your organization with our advanced capabilities.

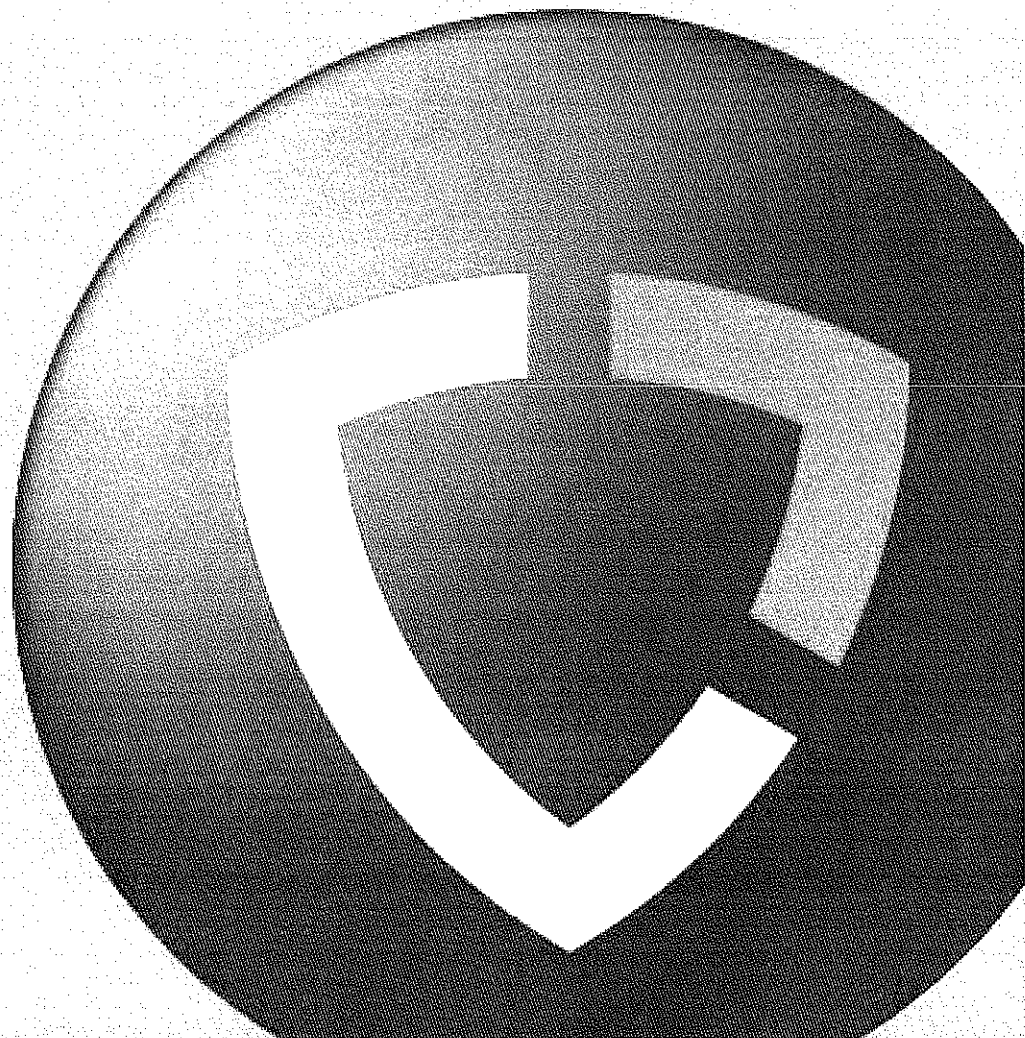
Respectfully,

Tom Trenis, RRT  
Senior Sales Consultant – Respiratory Critical Care  
540.429.7810  
[Thomas.trenis@carefusion.com](mailto:Thomas.trenis@carefusion.com)



**CareFusion**

# Section One – CareFusion Response to RFQ





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  
 WEH11122

PAGE  
 1

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

RFQ COPY

VENDOR

Carefusion  
 22745 Savi Pkwy  
 Yorba Linda, CA 92887-4645

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
02/03/2011				

BID OPENING DATE: 03/03/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
C001	4	EA		475-00-99-001		
<p>MECHANICAL VENTILATORS</p> <p>REQUEST FOR QUOTATION</p> <p>DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR HEALTH AND HEALTH FACILITIES IS SEEKING BIDS FOR THE PURCHASE OF FOUR (4) FULLY INHANCED MECHANICAL VENTILATORS PER ATTACHED SPECIFICATIONS.</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>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</p> <p>INQUIRIES:</p> <p>CareFusion acknowledges receipt of the State of West Virginia's Terms and Conditions of the RFQ. CareFusion's contract terms are covered in the standard Terms and Conditions of Sales, included in Section 2.1. Final Terms and Conditions will be discussed upon bid award.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Cathy Dowley</i>	TELEPHONE 858.617.2077	DATE 2/28/11
TITLE Director, Finance Operations	FEIN 16-1721349	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)

CareFusion acknowledges receipt of the State of West Virginia's Terms and Conditions of the RFQ. CareFusion's contract terms are covered in the standard Terms and Conditions of Sales, included in Section 2.1. Final Terms and Conditions will be discussed upon bid-award.

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](http://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).



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

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WEH11122

PAGE
2

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SUPPLIER

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
02/03/2011				

BID OPENING DATE: 03/03/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 2/15/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</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>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	858.617.2077	

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Director, Finance Operations	16-1721349	

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

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10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
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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.
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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.

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State of West Virginia  
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130  PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.  THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER:-----RW/FILE 22----- RFQ. NO.:-----WEH11122----- BID OPENING DATE:-----3/3/2011----- BID OPENING TIME:-----1:30 PM-----  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  -----714.922.7430-----  CONTACT PERSON (PLEASE PRINT CLEARLY): -----Tom Trehis, Senior Sales Consultant-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Director, Finance Operations	858.617.2077	
FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
16-1721349		

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

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ WEH11122 ***** TOTAL:						Please refer to CareFusion's Pricing Proposal, Section 2.1.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Director, Finance Operations	16-1721349	

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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.

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

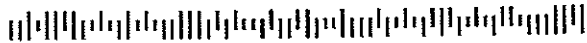
# Request for Quotation

RFQ NUMBER
WEH11122

PAGE
1

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

RFQ COPY



Carefusion  
 22745 Savi Ranch Pkwy  
 Yorba Linda, CA 92887-4645

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
02/17/2011				

BID OPENING DATE: 03/03/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: WEH11122						
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'

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

CareFusion acknowledges receipt of the State of West Virginia's Terms and Conditions of the RFQ. CareFusion's contract terms are covered in the standard Terms and Conditions of Sales, included in Section 2.1. Final Terms and Conditions will be discussed upon bid award.

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.
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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:  
 WEH11122

PAGE:  
 2

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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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 style="text-align: center;"> <i>Cathy Druley</i>            .....            SIGNATURE              CareFusion 211, Inc.            .....            COMPANY              2/28/11            .....            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

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

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**PROCUREMENT SPECIFICATIONS****WEH11122**

The selected vendor will provide all services relating to the purchase of four intensive care unit mechanical ventilators by Welch Community Hospital consistent with all the applicable State and Federal laws and regulations. More specifically, the vendor shall provide the appropriate units to perform volume controlled-pressure limited respiratory support for adult and pediatric patients in an acute care hospital setting. The units must also support a non-invasive application.

The units must also meet the following:

a. The units must have the following modes:

- Assist/Control (A/C)
- Continuous positive airway pressure (CPAP)
- Noninvasive ventilation (NIV)
- Synchronous intermittent mandatory ventilation (SIMV)
- SIMV with pressure support (SIMV/PSV)

**CareFusion (CF):** The Avea® complies with all modes above.

b. The units must provide ventilatory support of patients from pediatric to adult. Must be able to generate inspiratory tidal volumes in a range of minimum 25ml to maximum 2500ml per breath.

**CF:** The Avea® supports neonatal, pediatrics and adults.

c. The units must have an respiratory rate setting range of at least a minimum of 1 to a maximum of 60 breaths per minute in the SIMV and AC modes.

**CF:** The Avea® has a range of 1 to 120 bpm for adults and pediatrics, and 1 to 150 bpm for neonates.

d. The units must be able to cycle by pressure sensitivity. The pressure sensitivity must have a range of at least a minimum of -0.5 to a maximum of -60 cmH2O below set positive end expiratory pressure levels (PEEP).

**CF:** Primary flow sensitivity of 1 to 20 lpm with Pressure sensitivity 0.1 to -20 cmH2O.

- e. **The units must be mobile, with all of the essential components housed within a mobile configuration.**

**CF:** The Avea® has a battery operated compressor that allows mobility while maintaining ventilation.

- f. **The units must be able to blend oxygen and air to produce a specific fraction of inspired oxygen (FIO<sub>2</sub>). The range must be from a minimum of 21% to a maximum of 100%. Air and oxygen hoses must be included with unit. Diameter index safety system (DISS) connection. Both air and oxygen hoses must be at least a minimum of eight feet in length and a maximum of twelve feet in length..**

**CF:** FIO<sub>2</sub> is 21-100%. The Avea® ventilator does include both Oxygen and Air High Pressure hoses. The Avea® comes with DISS connections and hoses that fall within those specifications.

- g. **The units must be able to produce a specific fraction of inspired oxygen (Fio<sub>2</sub>) in areas where piped –in air is not available. Unit must not utilize tanks for this function. Unit must include air compressor or other mechanical device to blend a specific fraction of inspired oxygen (Fio<sub>2</sub>) in areas where piped air is not available.**

**CF:** The Avea® ventilator's on-board air compressor can meet the patient's needs whether in the ICU or moving to CT scan. This powerful scroll compressor can only be found on the Avea® ventilator and is capable of operating the ventilator while on battery power.

- h. **The units must provide for positive end expiratory pressure (PEEP) at a range of a minimum of 0 to and a maximum of at least 35 cmH<sub>2</sub>O.**

**CF:** PEEP range: 0 to 60 cmH<sub>2</sub>O.

- i. **The units must provide the user a means of adjustment to produce desired inspiratory /expiratory ratios (I:E ratios).**

**CF:** The Avea® has the capability to change I:E ratio by either changing the inspiratory flow or time.

**j. Each unit must be within the following dimensions:**

- **Height: minimum 36 inches, maximum 55 inches**
- **Width: minimum 15 inches, maximum 30 inches**
- **Depth: minimum 15 inches, maximum 30 inches**
- **Weight: minimum 50 pounds, maximum 150 pounds**

**CF:** The Avea® complies with the dimensions mentioned above. Additional information on our Avea® dimensions is below:

- Ventilator and Compressor (internal): 90 lb or 40,8 kg
- Size - Pneumatic Module: 17"w x 10.5"h x 16"d or 43,2 cm x 26,7 cm x 40,6 cm
- Size - User Interface Module: 16.25"w x 13.75"h x 2.5"d or 41,3 cm x 35 cm x 6,4 cm

**k. The units must also provide pressure support at a range of a minimum of 0 to a maximum of 50 cmH<sub>2</sub>O.**

**CF:** Pressure support: 0 to 90 cmH<sub>2</sub>O (Adult/Pediatric) 0 to 80 cmH<sub>2</sub>O (neonate).

**l. The units must provide an option to add and remove an inspiratory breath hold (Plateau) of a minimum of two seconds and a maximum of five seconds.**

**CF:** Range is 0.1 sec. to 3 sec.

**m. The following data must be monitored and displayed:**

- **Total respiratory rate- Set rate and spontaneous rate.**
- **Tidal volume- set tidal volume and spontaneous tidal volume.**
- **Minute volume**
- **Airway pressure**
- **Inspiratory/Expiratory ratio (I:E Ratio)**
- **End expiratory pressure (PEEP)**

**CF:** The Avea® complies with all the above data displays.

**n. The units must provide for an audible alarm for the following:**

- high airway pressure
- low minute volume
- high minute volume
- apnea
- high respiratory rate
- low exhaled tidal volume
- power interruption
- low gas supply

**CF:** The AVEA® provides all the audible alarms above..

**o. Audible alarm must have a manual silence setting of at least a minimum of two minutes and a maximum of three minutes. The unit must also include a "reset" function of alarms. Audible alarm volume must be user adjustable.**

**CF:** Alarm Silence - You can disable the audible alarm for 2 minutes  $\pm$  1 second by pressing the Alarm Silence key. Pressing the Alarm Silence key again before the 2-minute period is up will cancel the "silence". This feature is functional for all alarms, with the exception of the "Vent Inop" alarm, which cannot be silenced.

Alarm Reset - The Alarm Reset button deactivates visual indicators for alarms that are no longer active.

**p. Mounting kit for (4) four existing humidifiers must be included on each unit. Mounting kit must be for a conchatherm heated humidifier.**

**CF:** CareFusion is able to supply the humidifier brackets for the conchatherm.

**q. The units must allow for nebulized medications to be administered. Nebulizing system must be incorporated into the main unit.**

**CF:** Integrated and synchronized internal nebulizer that maintains the set  $FiO_2$  while administering inhaled medications.

**r. The units must be able to deliver 100% oxygen for pre suction oxygenation for approximately two minutes in duration. After two minutes, the unit must return to the current oxygen setting without operator intervention.**

**CF:** Programmable oxygen increase that returns to set  $FiO_2$  after two (2) minutes or if the user resets.

**s. Units must operate on standard 120 V AC power.**

**CF:** The Avea<sup>®</sup> has maximum power of 3A, 120VAC.

**t. The units must be complete with all appropriate manuals.**

**CF:** CareFusion will provide requested operating manuals and service/maintenance manuals upon contract award.

**u. The units must have a minimum one year all inclusive warranty.**

**CF:** The Standard Warranty is for two (2) years.

**v. The vendor must provide on-site training for the units.**

**CF:** CareFusion will provide on-site training for the clinical staff upon delivery.

**Delivery, Installation, and In-service Training**

**A. Delivery shall be within Fifteen (15) days after receipt of the approved purchase order. Vendor must furnish, deliver, setup and install the equipment and provide One day basic instructional training on the equipment usage and features upon delivery.**

**CF:** Delivery: Normal delivery is 30 days from receipt of a valid correct Purchase Order.

Installation: Installation is started within two (2) weeks after shipment and completed within five (5) working days, depending on the number of units.

Instructional Training: At minimum a one (1) day instructional training will be provided.

**B. Within seven (7) days of the vendor's receipt of the approved purchase order, the selected vendor must contact Respiratory Therapist at Welch Community Hospital for coordination of vendor's delivery and healthcare staff in-service training for 10 people.**

**CF:** Comply.

**Warranty:**

**A. The units must have a minimum one year all inclusive warranty.**

**CF:** The Standard Warranty is for two (2) years.

**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 will be made in arrears, upon completion of delivery and in-service training. State law forbids payment of invoices prior to receipt of goods or services.

**CF:** Invoices are submitted to responsible party as identified on the customer purchase order upon shipment of product or services. Payment terms are pre-established by CareFusion's credit department and due dates are identified on individual invoices.

# Welch Community Hospital

## WEH11122 Mechanical Ventilator Cost Sheet

CF: Please see CareFusion's Pricing Proposal in Section 2.1 for the cost.

Description	Quantity	Unit Cost	Total Cost
Mechanical Ventilator with color screen, battery power supply, flex arm, power cord, operator's manual, and a one year warranty per attached detailed specifications.	4		

Grand Total \_\_\_\_\_

### Evaluation & Award Criteria:

Award will be made to the lowest vendor meeting all the specifications.

CareFusion 211, Inc.

\_\_\_\_\_  
Company Name

*Cathy Dooly*  
\_\_\_\_\_  
Signature

*2/28/11*  
\_\_\_\_\_  
Date

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 exceeds 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: CareFusion 211, Inc.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_



RFQ No. WEH11122

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Purchasing Division

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**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 exceeds 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: CareFusion 211, Inc.

Authorized Signature: *Cathy Donley* Date: 25 Feb 2011

State of CALIFORNIA

County of SAN DIEGO, to-wit:

Taken, subscribed, and sworn to before me this 25<sup>th</sup> day of February, 2011.

My Commission expires 2-28, 2011.

**AFFIX SEAL HERE**

NOTARY PUBLIC *Terril Howard*



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

This does not apply to CareFusion.

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.



# Section Two – CareFusion Pricing & Master Agreements





Quote No: 1110154035000222  
 Date: February 24, 2011  
 Expires: March 31, 2011

**WELCH COMMUNITY HOSPITAL**  
 454 MCDOWELL ST  
 WELCH, WV 24801  
 Attn: Rich Street  
 Manager, Respiratory Care Services

CareFusion Corporation  
 22745 Savi Ranch Parkway  
 Yorba Linda, CA 92887

**PRICE QUOTATION**

Qty	Part No.	Description	List Price	Unit Price	Extended Price
4	AVEA-STD-BASE	AVEA Standard	\$24,933.00	\$21,370.00	\$85,480.00
4	51000-09750B	Compressor, AVEA	\$2,625.00	\$2,250.00	\$9,000.00
4	15986-01	Std Cart, AVEA	\$263.00	\$225.00	\$900.00
				<b>TOTAL</b>	<b>\$95,380.00</b>

RFQ pricing for Welch Community Hospital  
 Final Configuration is ATOCA300MO

Tom Trenis  
 Respiratory Sales Specialist  
**CareFusion Corporation**  
 Office: 540-429-7810  
 Fax: 714-922-7430

Terms: Net 30 days  
 FOB: Origin  
 Standard Terms and Conditions of Sale are  
 attached and incorporated herein by reference.

*Please attach a copy of this quotation with your purchase order.*



CareFusion

Quote No: 1110154035000222

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WELCH COMMUNITY HOSPITAL

454 MCDOWELL ST

WELCH, WV 24801

Attn: Rich Street

Manager, Respiratory Care Services

CareFusion Corporation  
22745 Savi Ranch Parkway  
Yorba Linda, CA 92887

**PRICE QUOTATION**

**Included Accessories List**

**Each AVEA Standard includes:**

- Circuit Support Arm w/Rail Clamp
- Tube Hanger
- Water Trap Assembly
- Bottle, 125ml
- Filter, Capsule, Re-Usable
- Flow Sensor, Neonatal Hotwire
- Cartridge, Removable Exhalation
- Mounting Base (not included if a cart is ordered)
- Operators Manual (1 ea)
- Warranty - 2 Year Parts and Labor



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Manager, Respiratory Care Services

CareFusion Corporation  
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Yorba Linda, CA 92887

## PRICE QUOTATION

### Terms

1. **QUOTATION/PURCHASE AGREEMENT; EFFECTIVE DATE; PRODUCT.** This Quotation/Purchase Agreement is comprised of the terms and pricing set forth in this document, including these Terms and Conditions (this "Agreement"). Customer acceptance of this Agreement is expressly limited to the terms of this Agreement. The "Effective Date" of this Agreement shall be the date set forth at the top of the first page of this Agreement. "Product" means each CareFusion product and/or service identified in this Agreement.

2. **PERFORMANCE.** Each Party shall bear the cost of the Party's performance of this Agreement. Each Party shall comply with all federal and state laws and regulations applicable to the Party's performance of this Agreement.

3. **PURCHASE ORDERS; MINIMUM ORDER.** Any terms stated in, or otherwise provided in connection with, a Customer purchase order ("Purchase Order") that are in addition to or conflict with this Agreement shall have no force or effect. No Purchase Order shall be less than \$75.00.

4. **DELIVERY.** Except as set forth in any applicable group purchasing organization agreement or above in this Agreement, CareFusion shall: (i) deliver Products to Customer at CareFusion's shipping dock as soon as commercially reasonable after complete execution of this Agreement; and (ii) arrange carriage of the Products on Customer's behalf from CareFusion's shipping dock to Customer's facility and, in that case, Customer shall pay CareFusion the freight charges CareFusion incurs to ship the Products.

5. **RISK OF LOSS.** From the time CareFusion delivers a Product until Customer pays for the Product in full, Customer shall be responsible for any loss of or damage to the Product from any cause ("Loss") except for Loss caused by CareFusion's negligence.

6. **OPERATING MANUAL.** If applicable, CareFusion shall deliver to Customer for Customer's internal use one (1) copy of the then-current operating manual ("Operating Manual") for each Product. Customer shall not reproduce any Operating Manual.

7. **PAYMENT/PRICING.** After CareFusion delivers a Product (or completes performance, if the Product is a service), CareFusion shall deliver an invoice to Customer that identifies and states the price for each Product. For sales within the United States, Customer shall pay the price stated for Products within thirty (30) days after CareFusion delivers such invoice to Customer. For sales outside the United States, Customer shall pay the price stated for Products within sixty (60) days after CareFusion delivers such invoice to Customer.

8. **TAXES.** Prices and fees stated for Products do not include any taxes. Customer shall pay when due any sales, property or other taxes or other assessments of any kind (other than any tax based solely on CareFusion's net income) and related interest and penalties arising from Customer's acquisition or possession of the Products.

9. **LIMITED WARRANTY.** Each Product shall perform in accordance with the material specifications of the Product's Operating Manual (the "Limited Warranty"). If a Product fails to perform in accordance with the Limited Warranty because of a defect in workmanship or material, then, as Customer's sole remedy (not limiting any right to indemnification pursuant to Sections 14 and 16), CareFusion shall promptly repair or replace, at CareFusion's option, the Product, or any part thereof. EXCEPT FOR THE LIMITED WARRANTY STATED IN THIS SECTION, CAREFUSION DISCLAIMS ANY AND ALL WARRANTIES REGARDING THE PRODUCTS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **RESTRICTION ON USE OF PRODUCTS.** Customer shall use each Product only: (i) for Customer's internal use; (ii) in the manner described in the Product's Operating Manual; and (iii) in accordance with applicable laws and regulations. Customer shall not install or use on a Product any software other than software licensed from CareFusion for use with that Product. Customer shall not remove or alter any tags, labels or identifying markings placed by, or on behalf of, CareFusion on any Products or packaging.



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CareFusion Corporation  
22745 Savi Ranch Parkway  
Yorba Linda, CA 92887

**PRICE QUOTATION**

11. RETURNED GOODS AUTHORIZATION. Customer shall request, and CareFusion shall then provide, a Returned Goods Authorization number for a Product prior to Customer delivering that Product to CareFusion for warranty or repair services pursuant to this Agreement.

12. PRODUCT SOFTWARE. "Product Software" means any Product that is a software application. CareFusion is not selling any Product Software and reserves all ownership in Product Software. CareFusion licenses Product Software to Customer solely pursuant to the terms of this Agreement; there are no implied rights. Customer shall not: (i) translate, disassemble, decompile, reverse engineer, alter, modify or create any derivative work of any portion of the Product Software; (ii) make any copies of Product Software, except for one (1) copy to store for emergency back up purposes only; (iii) sell, assign, sublicense, distribute, rent or transfer Product Software to a third party.

13. DECONTAMINATION. Customer shall clean and decontaminate any previously-used Product prior to delivering or tendering that Product to CareFusion to permit CareFusion to perform implementation or repair services.

14. INTELLECTUAL PROPERTY INDEMNITY.

- (a) Notice and Cooperation. Customer shall provide notice in accordance with Section 25 of the General Terms to CareFusion promptly after Customer receives actual notice of any demand, claim, suit, or proceeding against Customer that contends that a Product used by Customer consistent with the Operating Manual infringes any United States patent, copyright, trade secret or other proprietary right of a third party (each, an "Infringement Claim"). Customer shall authorize CareFusion to have sole control of the defense and/or settlement of the Infringement Claim. Upon CareFusion's request, Customer shall provide reasonable cooperation in the defense and/or settlement of the Infringement Claim.
- (b) Indemnity. CareFusion at its expense shall: (i) defend the Infringement Claim; (ii) pay any damages and costs assessed against Customer (or payable by Customer pursuant to a settlement agreement) arising out of the Infringement Claim; and (iii) reimburse Customer for reasonable and necessary expenses incurred by Customer to provide the cooperation requested by CareFusion pursuant to Section 14 of the General Terms.
- (c) Indemnity for Injunction. If Customer is enjoined from using a Product related to an Infringement Claim, then CareFusion shall immediately use commercially reasonable efforts to dissolve the injunction, replace the Product with a substantially equivalent Product and/or modify the Product so that the Product's use is no longer Enjoined in a manner that does not substantially affect the performance of the Product. If Customer is Enjoined for a period exceeding sixty (60) consecutive days and, if Customer gives notice (the "Election Notice") to CareFusion while Customer is Enjoined, then, within fifteen (15) days after the Election Notice, CareFusion shall take possession of and title to the Product and shall pay Customer the amount of the net Purchase Price or net License Fee paid by Customer for the Product less 1/60th of that net Purchase Price or net License Fee for each calendar month that elapsed between the date the Product was delivered to Customer and the date of the Election Notice.
- (d) Exclusive Remedy. This Section 14 states Customer's exclusive remedy and CareFusion's total liability to Customer regarding an Infringement Claim.

15. OPTION TO MODIFY. If CareFusion determines that a Product might infringe any United States patent, copyright, trade secret or other proprietary right of a third party, then CareFusion may, at its option, replace the Product with a substantially equivalent Product or modify the Product in a manner that does not adversely affect the performance or functionality of the Product.

16. INDEMNIFICATION.. Each Party ("Indemnifying Party") shall indemnify and defend the other Party (the "Indemnified Party") against any claims asserted against the Indemnified Party by a third party for losses, injuries, or damages caused by the Indemnifying Party's conduct. In addition, CareFusion shall indemnify and defend Customer against any claim asserted against Customer by a third party based upon a Product that has not been modified other than by or on behalf of CareFusion.

17. EXCLUSION OF CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFITS. This Section shall not limit a Party's right to indemnification from the other Party pursuant to Sections 14 and 16.



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Yorba Linda, CA 92887

## PRICE QUOTATION

18. **DEFAULT BY CUSTOMER.** If Customer (i) fails to pay any payment required by this Agreement within ten (10) days after CareFusion delivers notice to Customer that the payment is past due or (ii) fails to cure any other default of this Agreement within thirty (30) days after CareFusion delivers notice to Customer identifying the default, then CareFusion may by notice declare Customer to be in breach and may elect, to the extent permitted by applicable law and in addition to and without prejudice to any other remedy available at law or equity, to cancel the then-remaining performance of this Agreement and/or repossess any Product for which Customer has not paid CareFusion in full.

19. **DEFAULT BY CAREFUSION.** If CareFusion fails to cure a material default of this Agreement within thirty (30) days after Customer delivers notice to CareFusion identifying such default, then Customer may by notice declare CareFusion to be in breach and may elect, to the extent permitted by applicable law and in addition to and without prejudice to any other remedy available at law or equity, to cancel the then-remaining performance of this Agreement.

20. **DISCOUNTS.** If any discount, credit, rebate or other Product incentive is paid or applied by CareFusion regarding the Products, then it is a "discount or other reduction in price" pursuant to the Medicare/Medicaid Anti-Kickback Statute. Each Party shall comply with the "safe harbor" regulations stated in 42 C.F.R. § 1001.952(r).

21. **ACCESS TO RECORDS.** For a period of four (4) years after CareFusion has performed this Agreement, CareFusion shall make available, upon written request of the Secretary of the Department of Health and Human Services ("Secretary"), or upon request of the Comptroller General of the United States ("Comptroller") or any of their duly authorized representatives (collectively, the "Requesting Party"), this Agreement, any books, documents, and records necessary to certify the nature and extent of the costs paid by Customer to CareFusion pursuant to this Agreement ("Access"). If CareFusion pays a subcontractor more than \$10,000 over a twelve (12) month period to perform any services in connection with this Agreement, then CareFusion shall obligate the subcontractor to permit Access to the Requesting Party.

22. **CONFIDENTIALITY.** Except as required by law, neither Party shall disclose to a third party the terms of, or issue any public statement regarding, this Agreement without the other Party's prior written approval.

23. **EXCLUSION.** CareFusion is not excluded from participation from any federally-funded health care program, including Medicare and Medicaid (each, a "Program"). If CareFusion is excluded from any Program, then CareFusion shall immediately deliver notice to Customer and, subject to the satisfaction of any rights then-accrued by the Parties, Customer may elect by notice to cancel any remaining obligations in connection herewith.

24. **VENDOR POLICIES.** CareFusion and its employees shall comply with Customer's reasonable security rules, policies and procedures provided in writing and agreed to in advance by CareFusion ("Vendor Policies"). Notwithstanding the foregoing, any alteration, modification or creation of additional obligations related to the purchase and delivery of Product, or Customer's payment obligations or termination rights shall arise only pursuant to a written amendment to this Agreement signed by both Parties.

### 25. GENERAL.

- (a) **Force Majeure.** If a Party is reasonably prevented from performing an obligation of this Agreement because of fire, flood, wind, earthquake, explosion or other disaster, acts of military authorities, acts of civil authorities unrelated to any violation of law by the Party, war, riot, insurrection, act of terrorism or other cause beyond the Party's reasonable control (collectively, a "Force Majeure Event"), then that Party shall not be in breach of this Agreement during the period that Party is prevented from performing that obligation, provided that the Party: (i) promptly delivers notice to the other Party identifying the Force Majeure Event; and (ii) immediately uses best efforts to perform the obligation notwithstanding the Force Majeure Event.
- (b) **Assignment.** Neither Party may assign any rights or obligations under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, provided that either Party may assign such Party's rights and obligations under this Agreement without the other Party's consent: (i) to an affiliate; or (ii) incident to the transfer of all or substantially all of such Party's business assets in connection with the subject matter of this Agreement.





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WELCH COMMUNITY HOSPITAL

454 MCDOWELL ST

WELCH, WV 24801

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Manager, Respiratory Care Services

CareFusion Corporation  
22745 Savi Ranch Parkway  
Yorba Linda, CA 92887

### PRICE QUOTATION

- (c) Notices. Any notice from one Party to the other Party related to this Agreement shall be in writing and delivered either by hand, overnight courier or first class mail (certified or registered, return receipt requested, postage prepaid) to the receiving Party's Notice Address stated below. A notice shall be deemed to be given when delivered if by hand or by overnight courier and three days after it is mailed if by certified or registered mail. Either Party may change its Notice Address upon delivery of notice to the other Party.
- (d) Severability; Non-Waiver. If a court or other body of competent jurisdiction declares any term of this Agreement invalid or unenforceable, then the remaining terms shall continue in full force and effect. No right created by this Agreement shall be deemed waived unless specifically and expressly waived in a writing signed by the Party possessing the right.
- (e) Governing Law. This Agreement shall be governed by the laws of the state identified in Customer's Notice Address below, without regard to that state's conflicts of law provisions.
- (f) Prevailing Party. If a Party prevails against another Party regarding any claim arising from or related to this Agreement, then the non-prevailing Party shall reimburse the prevailing Party for costs, expenses, and attorneys' fees reasonably incurred by the prevailing Party regarding such claim.
- (g) Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior written and oral agreements, quotes, proposals, bids/bid responses, and understandings between the Parties regarding the subject matter of this Agreement. No changes to this Agreement shall be effective unless in writing, signed by both Parties. Any terms of Customer's Vendor Policies that are in addition to or conflict with this Agreement shall have no force or effect.

Each person signing below represents that he/she intends, and has the authority, to bind his/her respective Party to this Agreement.

[CUSTOMER'S FULL LEGAL NAME]

Notice Address:

Address:

City, State Zip:

CAREFUSION 211, INC.

Notice Address:

22745 Savi Ranch Parkway

Yorba Linda, CA 92887-4645

800.231.2466

By: \_\_\_\_\_ By: \_\_\_\_\_

Print: \_\_\_\_\_ Print: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

#### Corporate Account Terms and Conditions

Referenced Corporate Account or Group Purchasing Organization contract terms will supersede all other terms and conditions of sale.



**CareFusion**

Quote No: 1110154035000222

Date: February 24, 2011

Expires: March 31, 2011

**WELCH COMMUNITY HOSPITAL**

454 MCDOWELL ST

WELCH, WV 24801

Attn: Rich Street

Manager, Respiratory Care Services

**CareFusion Corporation**  
22745 Savi Ranch Parkway  
Yorba Linda, CA 92887

**PRICE QUOTATION**

**Finance Options**

Lease (\$ per month)

24 Months

36 Months

60 Months

Offer valid until

Sample

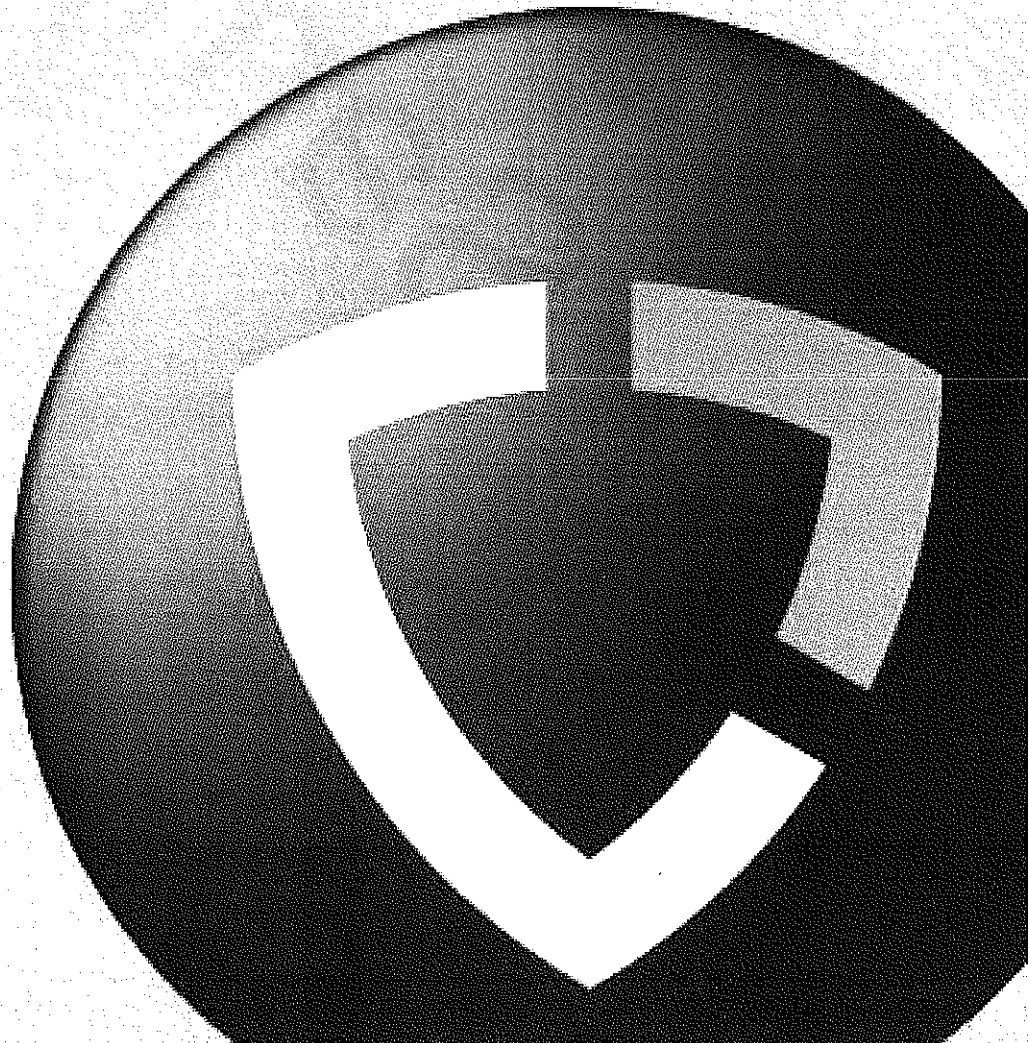


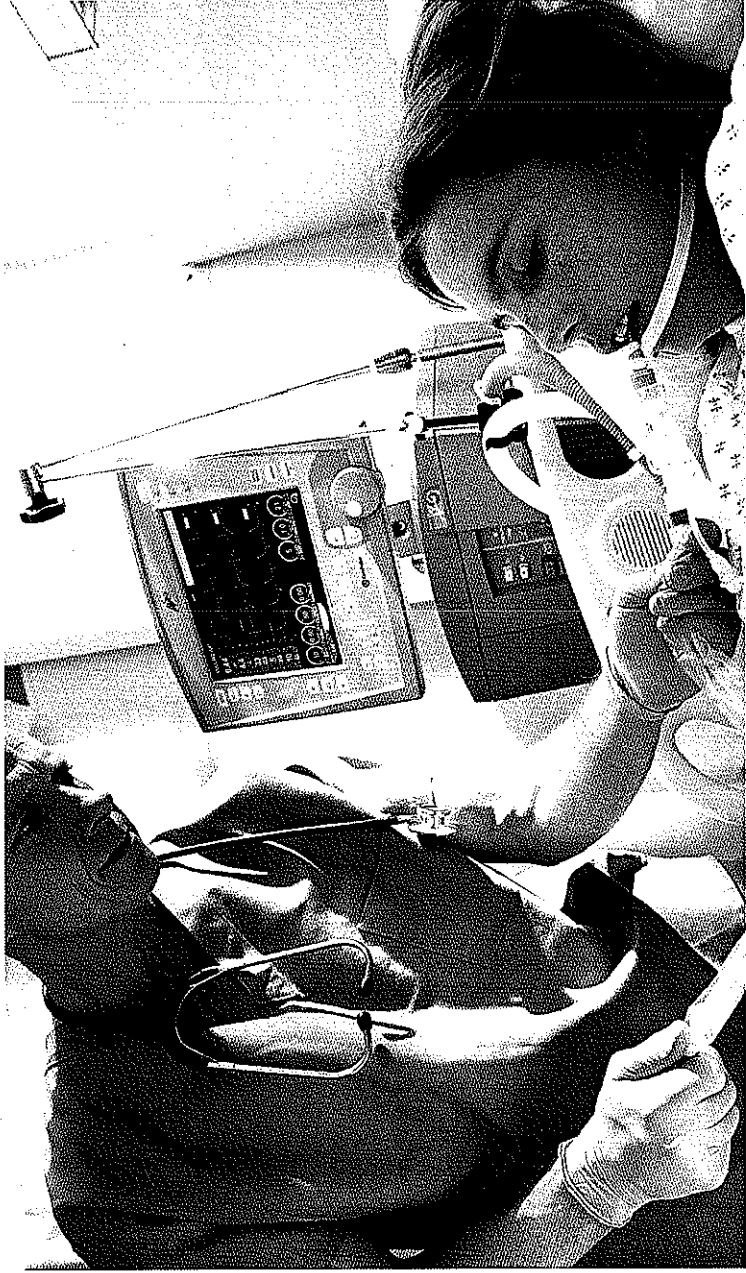
**CareFusion**

## Section Three – CareFusion Exhibits

3.1 – Avea<sup>®</sup> Brochure

3.2 – Avea<sup>®</sup> Standard Specifications

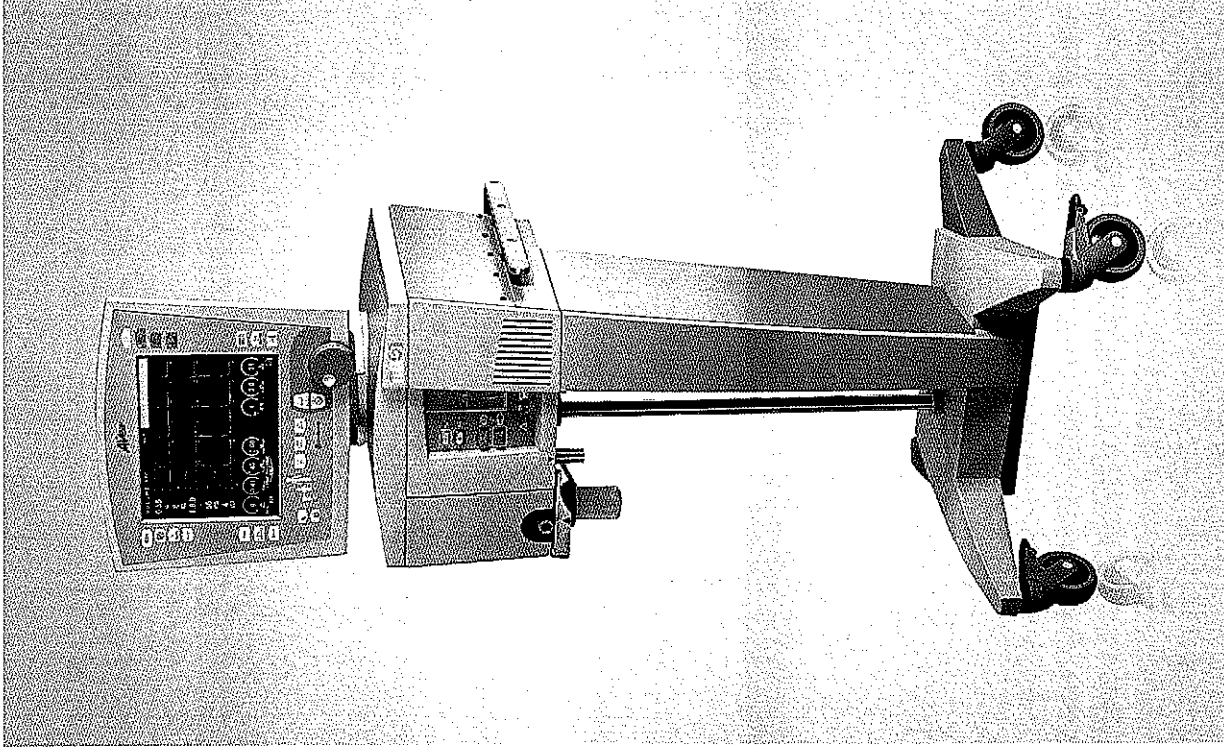




## AVEA® ventilator

### Focused on outcomes

In the ever-changing world of healthcare, you face more challenging patients and more pressure on outcomes. The AVEA ventilator was designed with you in mind. Its comprehensive array of clinical tools and advanced monitoring allow you to guide your patient through the continuum of care simply and efficiently with a focus on improving outcomes.



## Advancing patient care

The AVEA ventilator automates many of the routine tasks you face every day, allowing you to focus on what's most important—your patient.

- Automated MIP/NIF, AutoPEEP and Slow Flow maneuvers
- Programmable oxygen increase
- Artificial airway compensation
- Leak compensation

## Connecting you to your patient

The exclusive BiCore™ technology integrated into the AVEA ventilator connects you to your patient like no other ventilator can.

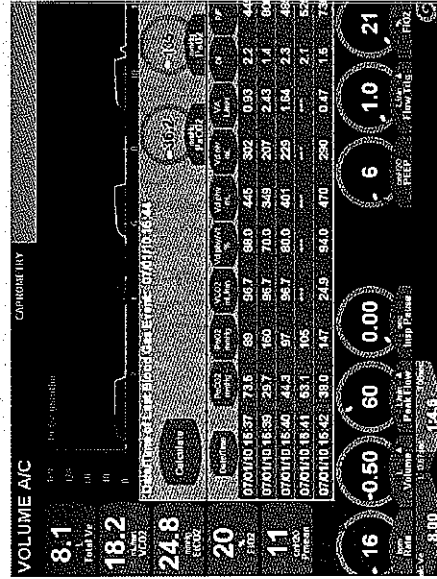
- **Work of breathing**—guiding ventilator weaning with work of breathing has been shown to reduce ventilator days.<sup>1</sup>
- **Transpulmonary pressure**—recent studies suggest that the use of transpulmonary pressure guidance in mechanical ventilation may allow you to optimize PEEP titration.<sup>2</sup> What's most important is that this can be done in real time, with no complex maneuvers and no disruption in ventilation.



## Empowering you to focus on your patient

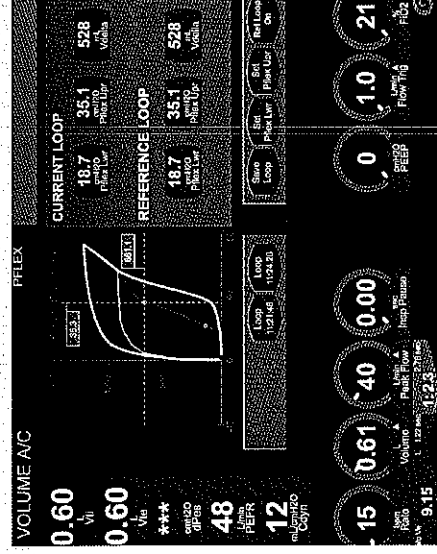
The AVEA ventilator provides a comprehensive array of modes and advanced features that keep you focused on your patient, not the equipment.

- **Volumetric capnography**—equipped with this option, the AVEA ventilator adds another key piece of information to provide improved monitoring of patient condition. When tied with exclusive BiCore technology, this powerful tool provides the most comprehensive monitoring array of any ventilator available.
- **Precision gas delivery system**—supplies accurate tidal volumes from 2 mL to 2.5 L and was the first of its kind to automatically compensate for helium gas delivery.
- **On-board compressor**—The AVEA ventilator's optional on-board air compressor can meet your patient's needs whether in the ICU or moving to CT scan. This powerful scroll compressor can only be found on the AVEA ventilator and is capable of operating the ventilator for up to two hours on battery.\*
- **Communication**—three different serial protocols can be selected from the utility screen to simplify integration to hospital information systems or remote alarm monitoring.



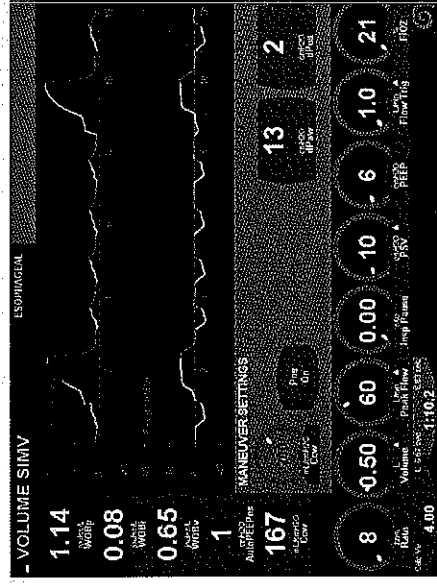
### Volume-based capnography

- Advanced CO<sub>2</sub> measurements
- Traditional time-based capnography
- Alveolar, anatomic and physiologic dead spaces
- Vd/Vt ratio, alveolar minute ventilation



### Slow flow P/FLEX

- One of four automated assessment maneuvers
- Low inflection point calculation
- High inflection point calculation
- Storing of four measurements for comparison (superimposable)



### Accurate tracheal and esophageal monitoring

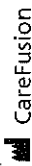
- Measure the actual work imposed by the endotracheal tube
- Tracheal pressure monitoring
- Esophageal pressure monitoring
- Transpulmonary pressure monitoring

\*When equipped with optional external battery


Reference

- 1 E.H. Gluck et al. Medical effectiveness of esophageal balloon pressure measurement in weaning patients from mechanical ventilation. Crit Care Med, 1995.
- 2 Daniel S Talmor MD, MPH, Ray Ritz, ART et al. Mechanical Ventilation Guided by Esophageal Pressure in Acute Lung Injury. NEJM, 2008.

**⚠ WARNING: U.S. Federal Law restricts this device to sale by or on the order of a physician.**



CareFusion  
22745 Savi Ranch Parkway  
Yorba Linda, CA 92887  
800.231.2466 toll-free  
714.283.2228 tel  
714.283.8493 fax

 CareFusion Germany 234 GmbH  
Leibnizstrasse 7  
97204 Hoechberg  
Germany  
+49 931 4972-0 tel  
+49 931 4972-423 fax



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CareFusion  
Yorba Linda, CA

[carefusion.com](http://carefusion.com)



# Critical care ventilation

## AVEA® standard ventilator specifications

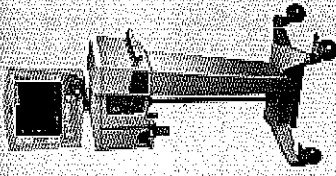
Setup	
Leak compensation	ON, OFF
Circuit compliance compensation	0.0 to 7.5 ml/cmH <sub>2</sub> O <sup>1</sup>
Humidifier compensation	Active, passive
<b>Endotracheal tube</b>	
Diameter	2.0 to 10.0 mm
Length	2.0 to 30.0 cm
Automatic tube compensation	ON, OFF
<b>Patient setup</b>	
Patient weight	0.1 to 300 kg
Patient ID	Alphanumeric 24 characters

Mode	
Mode type	A/C, SIMV, CPAP/PSV, NPPV, nCPAP <sup>1</sup>
Breath type	APRV/BiPhasic <sup>1</sup> , Volume, Pressure, TCPL <sup>2</sup> , PRVC <sup>1</sup>
Apnea backup	Volume, Pressure, TCPL <sup>2</sup>

Primary settings	
Rate	1 to 150 bpm (neonatal, pediatric), 1 to 120 bpm (adult)
Tidal volume	2.0 mL to 2.5 L
Inspiratory pressure	0 to 80 cmH <sub>2</sub> O (neonatal), 0 to 90 cmH <sub>2</sub> O (adult, pediatric)
Peak flow	0.4 to 150 L/min

The AVEA® standard ventilator has a front panel connection port for a proximal flow sensor.

Available options include heliox, internal compressor, nCPAP, pFlex, external battery and VCO<sub>2</sub>.



Primary settings (continued)	
Inspiratory time	0.15 to 5.0 sec
Pressure support ventilation (PSV)	2.0 mL to 2.5 L
PEEP	0 to 50 cmH <sub>2</sub> O
Flow trigger	0.1 to 20 L/min
%O <sub>2</sub>	21% to 100%
Pressure high <sup>1</sup> (in APRV mode)	0 to 90 cmH <sub>2</sub> O
Time high <sup>1</sup> (in APRV mode)	0.2 to 30 sec
Time low <sup>1</sup> (in APRV mode)	0.2 to 30 sec
Pressure low <sup>1</sup> (in APRV mode)	0 to 45 cmH <sub>2</sub> O

Manual controls	
Manual breath	One breath
Expiratory hold	Maximum 20 sec (adult, pediatric), 3 sec (neonatal)
Inspiratory hold	Maximum 3 sec
Increase O <sub>2</sub>	Set percentage O <sub>2</sub> + 0% to 79% O <sub>2</sub>
Synchronized nebulizer	Available when peak flow > 15 L/min
Disconnect for suction	Active

Advanced settings	
Bias flow	0.4 to 5.0 L/min
Volume limit	2.0 mL to 2.5 L

Advanced settings continued on next page



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Advanced settings (continued)	
Inspiratory rise	1 to 9
Flow cycle	Off to 45%
PSV rise	1 to 9
PSV cycle	5% to 45%
PSV TMAX	0.15 to 5.0 sec
Waveform	Square, decelerating
Sigh	ON, OFF <sup>1</sup>
Pressure trigger	0.1 to 20 cmH <sub>2</sub> O
Demand flow	ON, OFF
Volumetric capnography <sup>2</sup>	EtCO <sub>2</sub> averaging 1 or 8 breaths, VCO <sub>2</sub> averaging 3, 6, 9 or 12 minutes

Advanced gas blending system	
Air/oxygen blending	21% to 100%
Internal heliox blending system <sup>3</sup>	All concentrations from 80/20 helium/oxygen to 0/100 helium/oxygen

Battery power	
1 hour of ventilator use on external battery (standard) or 30 minutes ventilator and compressor <sup>2</sup>	
4 hours of ventilator use on internal battery <sup>3</sup> or 2 hours ventilator and compressor <sup>3</sup>	

Environmental temperature	
Storage	-20° to 60° C (-4° to 140° F)
Operating	5° to 40° C (41° to 104° F)
Barometric pressure	760 to 545 mmHg

Electrical/pneumatic/input/output	
Gas composition FIO <sub>2</sub>	21% to 100%
Pneumatic input	
Air/heliox	20 to 80 psig (1.38 to 5.52 bar)
Compressor (internal)	0 to 9.5 psig (0.21 to 0.66 bar)
Oxygen	20 to 80 psig (1.38 to 5.52 bar)
Electrical	
A/C	100, 120, 230, 240 VAC; 47 to 65 Hz
D/C (internal/external battery)	20 to 29 VDC
Data I/O	
Analog inputs (x2)	0 to 1, 5 VDC
Video output	SVGA
Nurse call	Normally open or normally closed

Physical weight	
Ventilator (includes user interface module)	83 lbs (37.6 kg)
Ventilator and compressor (internal)	90 lbs (40.8 kg)

Physical size	
Pneumatic module	17" w x 10.5" h x 16" d (43.2 cm x 26.7 cm x 40.6 cm)
User Interface module	16.25" w x 13.75" h x 2.5" d (41.3 cm x 35 cm x 6.4 cm)
Viewable size	12.1" (diagonal)
Resolution	800 x 600

Internal compressor (option)	
Internal scroll pump 7 lbs (3.2 kg) <sup>3</sup>	

Advanced patient monitoring	
Proximal hot wire flow sensor <sup>2</sup>	
24-hour trending of monitored respiratory parameters	
Volumetric capnography <sup>3</sup>	
Maneuvers	
Auto/PEEP airway	(Automated) 0 to 50 cmH <sub>2</sub> O
MIP/P100	(Automated) -60 to 120 cmH <sub>2</sub> O
Slow flow <sup>3</sup> (Pflex)	Automated

Alarms	
Vent Inop	Ventilator inoperative
Loss of gas	All gas sources lost
Circuit disconnect	Patient circuit disconnected
Ext. high Ppeak	High Ppeak longer than 5 sec
Safety valve	Safety valve open
Circuit occlusion	Circuit occlusion
High Peak	High peak pressure
Apnea interval	Apnea interval exceeded

Alarms continued on next page

Alarms (continued)	
Loss of O <sub>2</sub>	Oxygen supply lost
Loss of air	Air supply lost
Loss of heliox	Heliox supply lost
Low battery	Internal/external batteries low
Loss of A/C	Main AC power lost
Low PEEP	Low PEEP cmH <sub>2</sub> O
Low Ppeak	Low PIP cmH <sub>2</sub> O
Low Vte	Low tidal volume
Low Ve	Low minute volume
Low %O <sub>2</sub>	Low FiO <sub>2</sub> reading
High %O <sub>2</sub>	High FiO <sub>2</sub> reading
ILV disconnect	Independent lung ventilation lost
Alarm test	Test alarm/set loudness
Invalid gas ID	Gas type ID bad or missing
High Ve	High minute volume
High rate	High breath rate
Max insp time	Inspiratory time limit exceeded
I:E limit	I:E ratio limit exceeded
Fan failure	Cooling fan failure
High Vt	High tidal volume
Vol limit	Volume limit exceeded
Low EtCO <sub>2</sub> <sup>3</sup>	Low end tidal CO <sub>2</sub>
High EtCO <sub>2</sub> <sup>3</sup>	High end tidal CO <sub>2</sub>
nCPAP pressure limit <sup>2,3</sup>	nCPAP pressure limit exceeded
Low nCPAP pressure <sup>2,3</sup>	Low nCPAP cmH <sub>2</sub> O
High nCPAP pressure <sup>2,3</sup>	High nCPAP cmH <sub>2</sub> O

Waveforms	
PAW	Airway pressure cmH <sub>2</sub> O
Pinsp	Inspiratory (machine) cmH <sub>2</sub> O
Flow	Airway flow l/m or ml/m
Vt	Airway volume liters or ml
Flow Insp	Inspiratory flow L/min

Waveforms (continued)	
Flow exp	Expiratory flow L/min
Analog 0	Analog input channel 0 (volts)
Analog 1	Analog input channel 1 (volts)
PCO <sub>2</sub> wave <sup>3</sup>	Capnogram

Loops	
Flow-volume	Airway flow/airway volume
Paw-volume	Airway pressure/airway volume
Pinsp-volume	Inspiratory (machine)/airway volume
PCO <sub>2</sub> -Vte <sup>3</sup>	Exhaled CO <sub>2</sub> /exhaled VT

Monitored parameters	
Vte	Tidal volume, expired
Vte/kg	Vte normalized to patient weight
Vti	Tidal volume, inspired
Vti/kg	Vti normalized to patient weight
Spon Vt	Tidal volume, spontaneous
Spon Vt/kg	Spontaneous Vt normalized to patient weight
Mand Vt	Tidal volume, mandatory
Mand Vt/kg	Mandatory Vt normalized to patient weight
Vdel	Machine volume delivered
Leak	Difference, Vi and Vt, percent
Ve	Minute volume
Ve/kg	Ve normalized to patient weight
Spon Ve	Minute volume, spontaneous
Spon Ve/kg	Spontaneous Ve normalized to patient weight
Rate	Breath rate, total
Spon rate	Rate, spontaneous
Mand rate	Rate, mandatory
Ti	Time, inspiratory
Te	Time, expiratory
I:E	Ratio, Ti/Te
f/Vt	Rapid shallow breathing index

Monitored parameters continued on next page


**Monitored parameters (continued)**


Ppeak	Peak inspiratory pressure
Pmean	Mean airway pressure
Pplat	Plateau pressure
PEEP	Positive end expiratory pressure
Air inlet	Pressure, air supply
O <sub>2</sub> inlet	Pressure, oxygen supply
FiO <sub>2</sub>	Percent oxygen content delivered
Cdyn	Dynamic compliance
Cdyn/kg	Dynamic compliance, normalized
Cstat	Static compliance
Cstat/kg	Static compliance, normalized
C20/C	Compliance ratio
Rrs	Respiratory system resistance
Rpeak	Peak expiratory airway resistance
PIFR	Peak inspiratory flow

Specifications subject to change without notice.

- 1 Not available in neonatal range
- 2 Available in neonatal range only
- 3 Available option

**⚠ WARNING:** U.S. Federal Law restricts this device to sale by or on the order of a physician.

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 Yorba Linda, CA

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**Monitored parameters (continued)**

PEFR	Peak expiratory flow
AutoPEEP	AutoPEEP airway
dAutoPEEP	Delta AutoPEEP airway
MIP	Maximum inspiratory pressure
P100	Respiratory drive
Pbaro	Barometric pressure
nCPAP <sup>1,3</sup>	MAP while in nCPAP mode
CPAP flow <sup>3</sup>	Mean inspiratory flow while in CPAP mode
WOBp <sup>1</sup>	Work of breathing, patient
EtCO <sub>2</sub> <sup>3</sup>	End tidal CO <sub>2</sub>
VCO <sub>2</sub> <sup>3</sup>	CO <sub>2</sub> elimination
VtCO <sub>2</sub> <sup>3</sup>	Amount of CO <sub>2</sub> exhaled per breath
Vd ana <sup>3</sup>	Anatomical dead space
Vd/Vt ana <sup>1</sup>	Anatomical dead space/tidal volume ratio
VA <sup>3</sup>	Alveolar ventilation
Vd phy <sup>3</sup>	Physiological dead space
Vd/Vt phy <sup>3</sup>	Physiological dead space/tidal volume ratio
Vd alv <sup>3</sup>	Alveolar dead space
OI <sup>3</sup>	Oxygenation index
P/F <sup>3</sup>	PaO <sub>2</sub> /FiO <sub>2</sub> ratio

