



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
WEH11147

PAGE
1

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

RFQ COPY

Carefusion
 22745 Savi Ranch Pwky.
 Yorba Linda, CA 92887-4645

RFQ 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
04/27/2011				

BID OPENING DATE: **06/07/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	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>						
<p>Please refer to CareFusion's Pricing Proposal, Section 2.1</p>						

RECEIVED
 2011 JUN -3 A 10:32
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

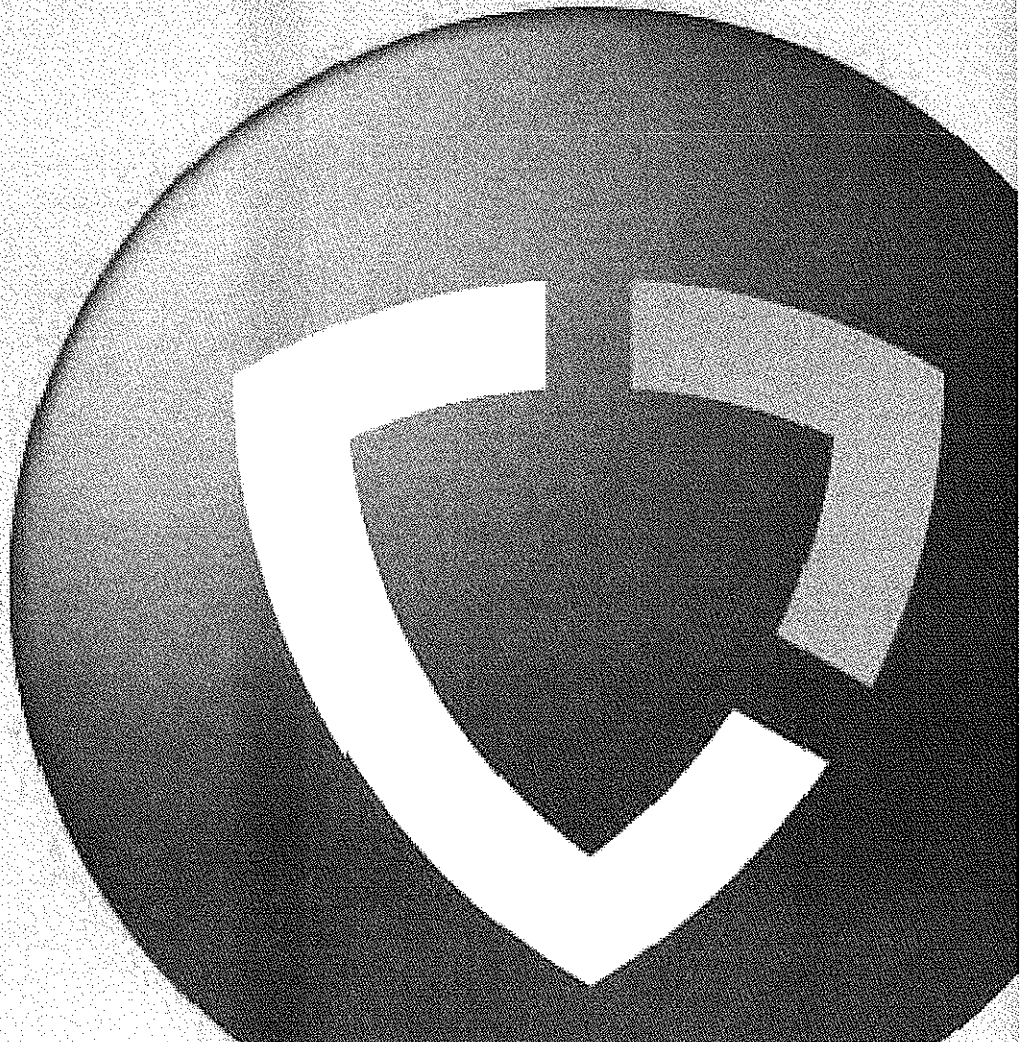
SIGNATURE <i>Cefault</i>	TELEPHONE 858.617.2065	DATE 26 MAY 2011
TITLE Manager, Contract & Billing	FEIN 16-1721349	ADDRESS CHANGES TO BE NOTED ABOVE

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



CareFusion

Section One – CareFusion Response to RFQ



GENERAL TERMS & CONDITIONS

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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.

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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.

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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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**HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL**

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 WELCH, WV
 24801 304-436-8710**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/27/2011				
BID OPENING DATE: 06/07/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	UNIT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 05/19/2011. 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>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chapman</i>	TELEPHONE 858.617.2065	DATE 26 MAY 2011
TITLE Manager, Contract & Billing	FEIN 16-1721349	ADDRESS CHANGES TO BE NOTED ABOVE

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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**HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL**

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 WELCH, WV
 24801 . 304-436-8710**

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04/27/2011				
BID OPENING DATE: 06/07/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----WEH11147-----</p> <p>BID OPENING DATE:-----06/07/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----858.617.2000-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Clegant</i>	TELEPHONE 858.617.2065	DATE 26 MAY 2011
TITLE Manager, Contract & Billing	FON 16-1721349	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						
Thomas Trenis						
***** THIS IS THE END OF RFQ WEH11147 ***** TOTAL:						
						Please refer to CareFusion's Pricing Proposal, Section 2.1.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Ch. Jault* TELEPHONE: 858.617.2065 DATE: 26 MAY 2011

TITLE: Manager, Contract & Billing FEIN: 16-1721349 ADDRESS CHANGES TO BE NOTED ABOVE

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PROCUREMENT SPECIFICATIONS**WEH11147**

The selected vendor will provide all services relating to the purchase of four (4) Philips Respironics V200 or equal 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 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)

CF: The Vela complies with all the 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 50ml to maximum 2500ml per breath.

CF: The Vela supports Pediatric through Adult patients.

c. The units must have a respiratory rate setting range of at least a minimum of 1 to a maximum of 80 breaths per minute in the SIMV and AC modes.

CF: The Vela offers a setting range of 2 to 80 Breaths per minutes in the above modes.

d. The units must be able to cycle by pressure sensitivity. The pressure sensitivity must have a range of at least a minimum of -20 to a maximum of -0.1 cmH₂O.

CF: The Vela offers primary sensitivity of 1 to 20 lpm with a backup of pressure sensitivity.

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

CF: The Vela meets the above configuration.

- f. The units must be able to blend oxygen and air to produce a specific fraction of inspired oxygen (FIO₂). The range must be from a minimum of 21% to a maximum of 100%. Oxygen hose must be included with unit. Diameter Index safety system (DISS) connection. Oxygen hose must be at least a minimum of eight feet in length and a maximum of twelve feet in length.

CF: The Vela complies with the above specification.

- g. The units must be able to produce a specific fraction of inspired oxygen (Fio₂) in areas where piped –in air is not available. Units must not utilize tanks for this function. Units must include air compressor or other mechanical device to blend a specific fraction of inspired oxygen (Fio₂) in areas where piped air is not available.

CF: The Vela is turbine powered and never requires piped in air.

- 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 cmH₂O.

CF: The Vela has a PEEP range of 0-35 cmH₂O.

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

CF: The Vela meets this specification.

- j. Each unit, including cart, must be within the following dimensions:

- Height: minimum 36 inches, maximum 60 inches
- Width: minimum 15 inches, maximum 30 inches
- Depth: minimum 15 inches, maximum 40 inches
- Weight: minimum 50 pounds, maximum 150 pounds

CF: The Vela falls within these specifications.

- k. The units must also provide pressure support at a range of a minimum of 0 to a maximum of 100 cmH₂O.

CF: The Vela has a range of 0 to 60 cmH₂O Pressure Support.

- l. The units must provide an option to add and remove an inspiratory breath hold (Plateau) of two seconds.

CF: The Vela meets this specification.

- m. The following data must be monitored and displayed:
- Total respiratory rate- Set rate and spontaneous rate.
 - Exhaled Tidal volume.
 - Exhaled Minute volume
 - Peak Inspiratory Pressure
 - Inspiratory/Expiratory ratio (I:E Ratio)
 - End expiratory pressure (PEEP)

CF: All the above monitored data may be displayed on the Vela.

- n. The units must provide for an audible alarm for the following:
- high inspiratory pressure
 - low inspiratory pressure
 - low PEEP/CPAP pressure
 - high respiratory rate
 - apnea
 - low exhaled tidal volume
 - high minute volume
 - low oxygen supply

CF: The Vela has all the above alarms.

- o. Audible alarm must have a manual silence setting of two minutes. The unit must also include a "reset" function of alarms. Audible alarm volume must be user adjustable.

CF: The Vela meets the above specification.

- p. Mounting kit for humidifier must be included on each unit. Mounting kit must be for a conchatherm (Model: Hudson RCI Conchatherm III, Catalog number 380-80) heated humidifier. Total of four mounting kits.

CF: Included in quote.

- q. The units must allow for nebulized medications to be administered. Nebulizer system must be included for each unit. Total of four nebulizing systems.

CF: The Vela has an integrated Nebulizer function.

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

CF: The Vela has a 100% O2 delivery function for 2 minutes.

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

CF: The Vela meets that specification.

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

CF: The Vela meets that specification.

- u. The units must have a minimum one (1) year all inclusive warranty.

CF: The Vela has a standard 2 year warranty.

- v. The vendor must include pricing for second year all inclusive warranty/maintenance and third year all inclusive warranty/maintenance.

CF: Included in quote.

- w. The vendor must provide onsite training for the units.

CF: Standard with all installations.

- x. The units must allow for an inspiratory and expiratory bacteria filter.

CF: The Vela can have both and inspiratory and expiratory bacteria filter.

Delivery, Installation, and In-Service Training:

A. Delivery shall be within thirty (30) 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: Carefusion can meet that expectation.

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

CF: Carefusion will meet that expectation.

Warranty:

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

CF: The Vela comes with a standard 2 year warranty.

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 and services.

Evaluation & Award Criteria:

Award is based on the grand total overall low price that meets specifications.

Welch Community Hospital

WEH11147

Cost Sheet

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

Description	Quantity	Unit Cost	Extended Cost
Phillips Respironics V200 or equal and a one year warranty per attached detailed specifications.	4		
Second year all inclusive warranty/maintenance renewal for 4 Phillips Respironics V200 or equal	4		
Third year all inclusive warranty/maintenance renewal for 4 Phillips Respironics V200 or equal	4		

Grand Total _____

Evaluation & Award Criteria:

Award is based on the grand total overall low price that meets specifications.

CareFusion 211, Inc.

Company Name

C. Gault

Signature

26 MAY 2011

Date

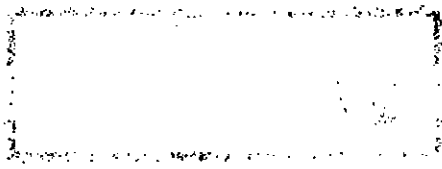


Table of Contents

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Section 2	CareFusion Pricing & Master Agreements
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	3.1 Vela® Specifications
	3.2 Vela on Stand

June 7, 2011

State of West Virginia
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. WEH11147. We appreciate your interest in the VELA® 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.

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 ChloroPrep® for preoperative skin preparation.

I would like to extend my appreciation to the State of West Virginia and Welch Community Hospital for including CareFusion's market leading VELA® 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.

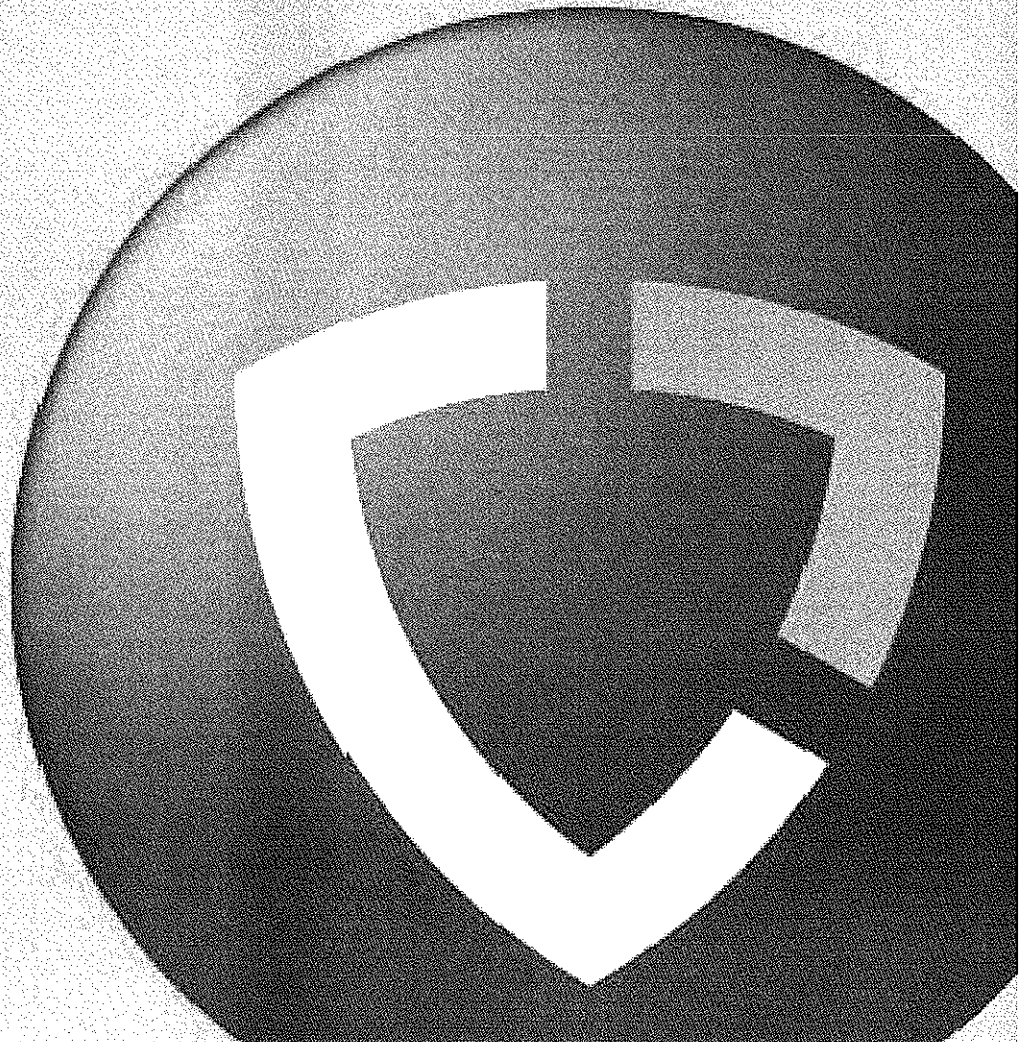
Respectfully,

Tom Trenis, RRT
Senior Sales Consultant – Respiratory Critical Care
540.429.7810
Thomas.trenis@carefusion.com



CareFusion

Section Two – CareFusion Pricing & Master Agreements





Fusion Corporation
 22745 Savi Ranch Parkway
 Yorba Linda, CA 92887

Quote No: 1110154035000243
 Date: May 18, 2011
 Expires: June 25, 2011

WELCH COMMUNITY HOSPITAL
 454 MCDOWELL ST
 WELCH, WV 24801
 Attn:

PRICE QUOTATION

Qty	Part No.	Description	List Price	Unit Price	Extended Price
4	16532-00	Vela Comprehensive Diamond Version NIVC2HD	\$17,995.00	\$13,995.00	\$55,980.00
4	11540	VELA Transport Stand (Includes Support Arm P/N 69300 and Cylinder Rings 2 pair)	\$1,400.00	\$900.00	\$3,600.00
4	768965	Humidifier Mounting Bracket for Hudson RCI	\$37.00	\$0.00	\$0.00
4	97036-103	EX WARR - VELA PLUS - 2 YRS PM + 1 YR TOTAL SVC	\$2,500.00	\$2,250.00	\$9,000.00
				TOTAL	\$68,580.00

Quote included standard 2 year warranty with additional 1 year added per RFQ. Pricing per promo NIVC2HD for Vela Comprehensive.

Tom Trenis

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

Terms: Net 30 days
 FOB: Destination prepay & include
 Standard Terms and Conditions of Sale are attached and incorporated herein by reference.

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



Fusion Corporation
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Yorba Linda, CA 92887

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PRICE QUOTATION

Included Accessories List

Each Vela Comprehensive Diamond Version NIVC2HD includes:

- Warranty - 2 Year Parts and Labor
- Exhalation Valve Body (2 each)
- Exhalation Valve Diaphragm (2 each)
- Flow Sensor - Vela (2 each)
- Vela Operators Manual - CD

Each VELA Transport Stand (Includes Support Arm P/N 69300 and Cylinder Rings 2 pair) includes:

- Support Arm



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Attn:

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.



CareFusion Corporation
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Yorba Linda, CA 92887

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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; or (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(c) 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 costs and expenses incurred by Customer to provide the cooperation requested by CareFusion pursuant to Section 14(a) of these General Terms.
- (c) **Indemnity for Injunction.** If Customer is enjoined (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 provides 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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WELCH, WV 24801

Attn:

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(h).

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.



Fusion Corporation
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Yorba Linda, CA 92887

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454 MCDOWELL ST
WELCH, WV 24801
Attn:

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 a 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.



Fusion Corporation
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PRICE QUOTATION

Finance Options

Lease (\$ per month)

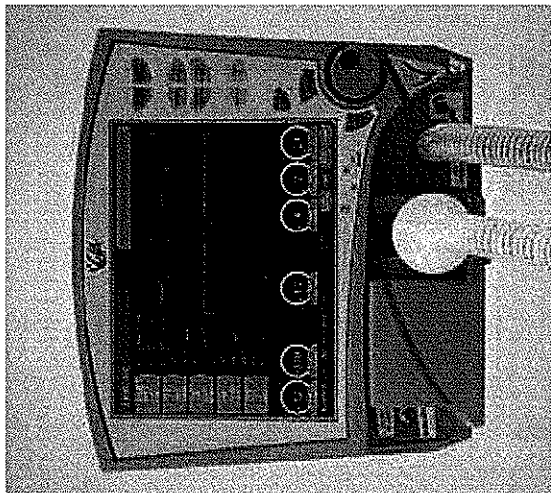
- 24 Months
- 36 Months
- 60 Months

Offer valid until

Sample

VELA® ventilator

Comprehensive specifications



Setup	
Humidifier	Active and passive humidification
Patient setup	Alphanumeric patient ID
Leak compensation	ON, OFF
Mode	
Mode type	A/C, SIMV, CPAP/PSV, NPPV (AC, SIMV, CPAP/PSV), PRVC
Breath type	Volume, pressure, APRV/BiPhasic
Apnea backup	Volume, pressure

Primary settings

Rate	2 to 80 bpm
Tidal volume	50 mL to 2.0 L
Inspiratory pressure	1 to 100 cmH ₂ O
Peak flow	10 to 140 L/min, (180 L/min spontaneous maximum)
Inspiratory pause	OFF, 0.1 to 2.0 seconds
Inspiratory time	0.3 sec to 10.0 seconds
Pressure support ventilation (PSV)	OFF, 1 to 60 cmH ₂ O
PEEP	0 to 35 cmH ₂ O
Flow trigger	1 to 20 L/min
%O ₂	21% to 100% FiO ₂
Pressure high / pressure low	0 to 60 cmH ₂ O / 0 to 40 cmH ₂ O

Primary settings (continued)

Time high / time low	0.3 to 30 seconds / 0.3 to 30 seconds
NPPV Pinsp	1 to 40 cmH ₂ O
NPPV PSV	OFF, 1 to 40 cmH ₂ O

Advanced settings

Bias flow	10 to 20 L/min
Volume limit (available in PRVC/Vsync only)	50 mL to 2.5 L
Assured volume	OFF, 50 mL to 2.0 L
PC flow cycle	OFF to 70%
PSV cycle	5% to 70%
PSV Tmax	0.3 to 3.0 seconds
Waveform	Decelerating, square
T high sync	0% to 50%
T high PSV	ON, OFF
T low sync	0% to 50%
Sigh	ON, OFF
Vsync	ON, OFF

Manual controls

Manual breath	One breath
Expiratory hold	Maximum 6 seconds
Inspiratory hold	Maximum 6 seconds
Increase O ₂	100% O ₂ for 3 minutes
MIP/NIF	Maximum 30 seconds
Nebulizer	1 to 60 minutes, synchronized

Alarms

High pressure	5 to 120 cmH ₂ O
Low pressure	OFF, 2 to 60 cmH ₂ O
Low minute volume	OFF, 0.1 to 99.9 L
High breath rate	OFF, 3 to 150 bpm
Apnea interval	10 to 60 seconds

Alarms continued on next page





Alarms (continued)	
Alarm volume	65 to 85 db at one meter
Low EtCO ₂ ¹	OFF, 1 to 150 mmHg (0.1 to 20 kPa)
High EtCO ₂ ¹	OFF, 5 to 150 mmHg (0.7 to 20 kPa)

Monitored parameters	
Vte	0 to 4,000 mL
Vti	0 to 4,000 mL
Spon Vt	0 to 4,000 mL
Mand Vt	0 to 4,000 mL
Ve	0 to 99.9 L
Spon Ve	0 to 99.9 L
Spon rate	0 to 250 bpm
Rate	0 to 250 bpm
Ti	0.01 to 99.99 seconds
Te	0.01 to 99.99 seconds
I:E	99:1 to 1:99
Ppeak	0 to 140 cmH ₂ O
Pmean	0 to 99 cmH ₂ O
PEEP	0 to 99 cmH ₂ O
O ₂ inlet	40 to 95 psi

Specifications subject to change without notice.
¹ Software activated, hardware to be purchased

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
 Toll-Free: 800.231.2466
 Phone: 714.283.2228
 Fax: 714.283.8493

 CareFusion Germany GmbH 234
 Leibnizstrasse 7
 D-97204 Hoechberg
 Germany
 Phone: 49.0.931.4972.0
 Fax: 49.0.931.4972.423



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CareFusion
 Yorba Linda, CA
carefusion.com

Monitored parameters (continued)	
FIO ₂	21% to 100%
f/Vt	0 to 500 (b2/min/L)
EtCO ₂ ¹	0 to 150 mmHg (0 to 20 kPa)

Connectivity	
Printer port, video output (VGA), nurse call, Generic Serial Protocol (GSP) and VOXP communication protocol	
Battery power	
6 hours of ventilator operation from the standard internal battery	

Graphics	
Waveforms	Volume, pressure, flow
Loops	Flow / volume, pressure / volume

Gas blending system	
Air/oxygen blending	21% to 100%

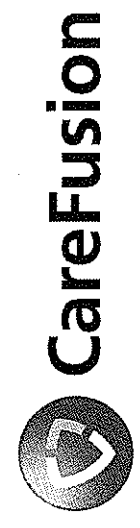
Electrical/pneumatic	
Oxygen input	
High pressure	40 to 85 psig (2.8 to 5.9 bar)
Low pressure	0.5 psig (0.03 bar) maximum
Electrical A/C	90 to 264 VAC, 47 to 65 Hz

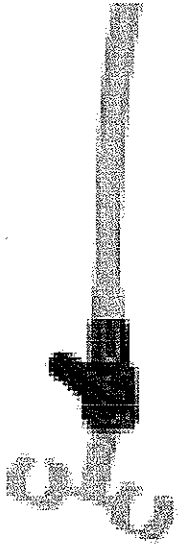
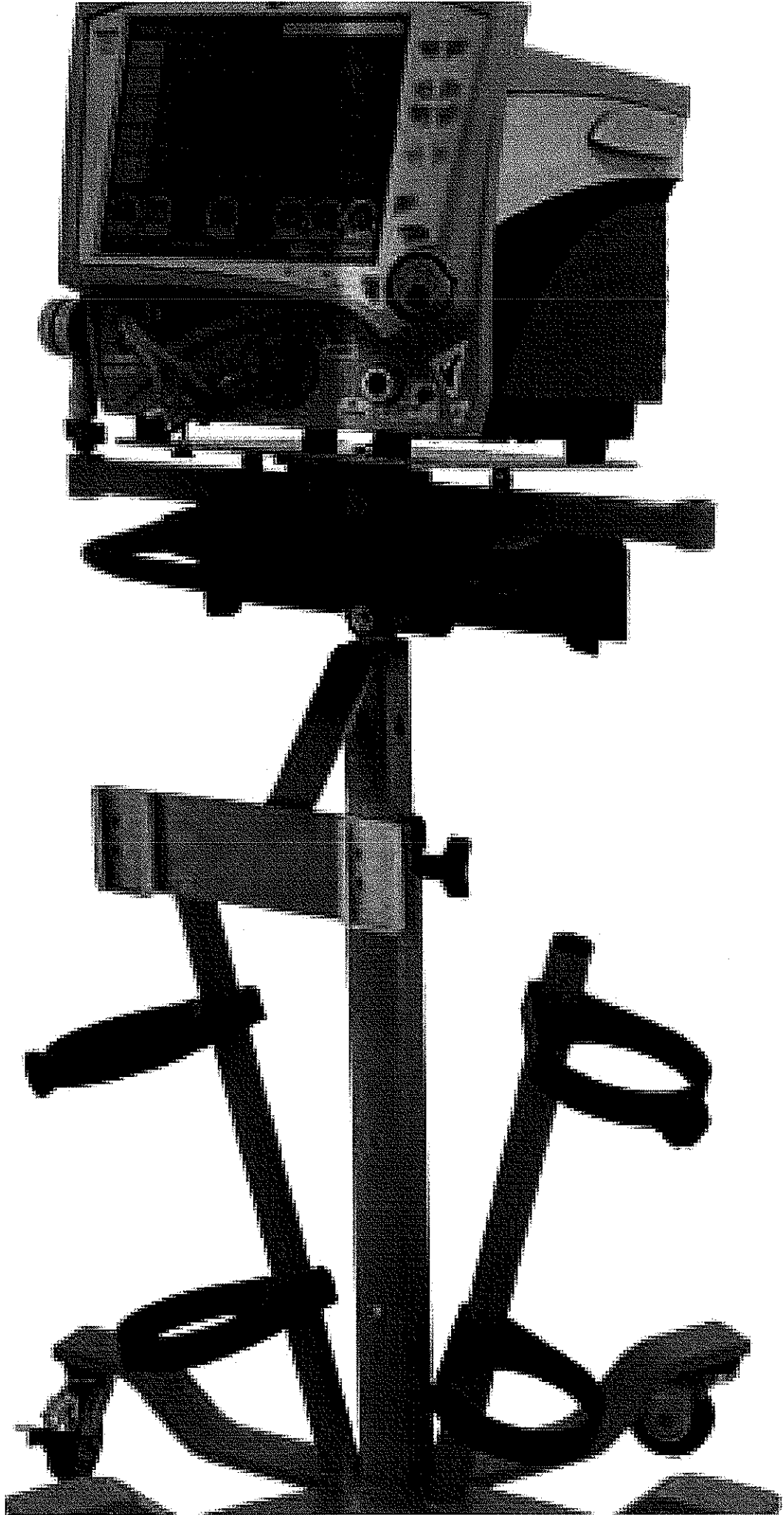
Physical/environmental	
Temperature	
Storage	-20° to 60° C (-4° to 140° F)
Operating	5° to 40° C (41° to 104° F)
Barometric pressure	760 to 545 mmHg

Physical	
Weight	38 lb (17.2 kg)
Size	13" w x 12" h x 14.5" d (33.0 cm x 30.5 cm x 36.8 cm)

Advanced features	
NPPV leak compensation	

Optional features	
Capnography	





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 commodity 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: _____

Date: _____

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

RFQ No. WEH11147

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

This does not apply to CareFusion.

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 instrumentally established by a county or municipality; any separate corporation or instrumentally 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: *[Signature]* Date: 26 MAY 2011

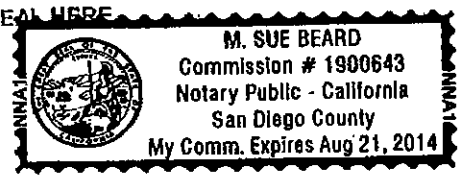
State of CALIFORNIA

County of SAN DIEGO, to-wit:

Taken, subscribed, and sworn to before me this 26th day of MAY, 2011.

My Commission expires _____, 20__.

AFFIX SEAL HERE



NOTARY PUBLIC *M. Sue Beard*