

GE Healthcare

# Welch Community Hospital

Request for Quotation  
Service Support Agreement

July 5, 2012

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WV PURCHASING  
DIVISION

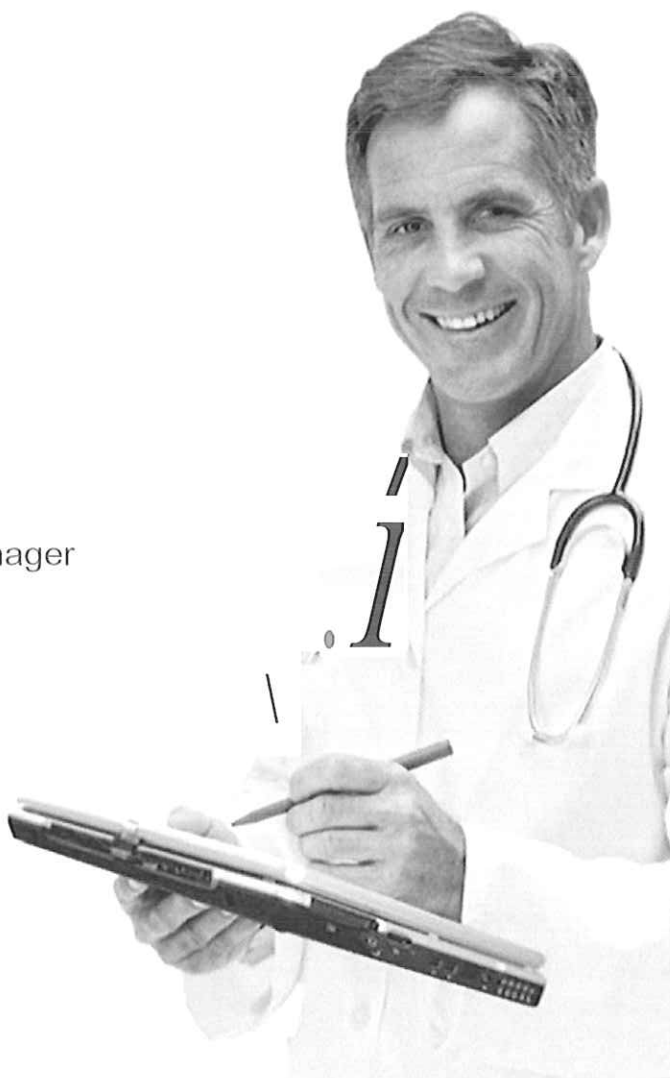
*Submitted by:*

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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

## Solicitation

NUMBER
WEH13018

PAGE
1

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

V E N D O R	*709003804 06 304-610-9910
	GE HEALTHCARE
	9900 W. Innovation Drive
	Wauwatosa, WI 53226

S H I P T O	HEALTH AND HUMAN RESOURCES
	WELCH COMMUNITY HOSPITAL
	454 MCDOWELL STREET
	WELCH, WV 24801 304-436-8710

DATE PRINTED
06/14/2012

BID OPENING DATE: 07/05/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
OPEN-END BLANKET CONTRACT						
THE ACQUISITION AND CONTRACT ADMINISTRATION SECTION OF THE PURCHASING DIVISION "STATE" FOR THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR BEHAVIORAL HEALTH FACILITIES, WELCH COMMUNITY HOSPITAL, "AGENCY" IS SOLICITING QUOTATIONS TO PROVIDE SERVICE SUPPORT AGREEMENT FOR SPECIFIED MEDICAL EQUIPMENT FOR WELCH COMMUNITY HOSPITAL.						
PLEASE NOTE THAT THIS WAS PREVIOUSLY BID ON WEH12041 & WEH12123 .						
GE Healthcare has reviewed the terms and conditions and takes a general exception to the application of such terms and conditions without a separate written agreement between both parties. If awarded the bid, the parties agree to work in good faith to negotiate mutually acceptable terms and conditions governing the purchase and sale of any GE Healthcare equipment or service. Negotiation shall be based on, but not limited to, this RFP, all GE Healthcare responses to this RFP, GE Healthcare standard terms and conditions applicable to the purchase of the products and/or services listed on the Quotation and GE Healthcare's Warranty Statement.						
0001	1	JB		938-56		
SERVICE SUPPORT AGREEMENT FOR VARIOUS MEDICAL EQUIP.						

DIRECTOR	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



## REQUEST FOR QUOTATION

### STATE OF WEST VIRGINIA

Department of Health and Human Resources  
Welch Community Hospital  
WEH13018 Service Support for Medical Equipment

#### GENERAL INFORMATION

##### Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital, "Agency" is soliciting Quotations to provide a service/support and corrective maintenance agreement on medical equipment for Welch Community Hospital.

##### Project:

The mission or purpose of this project is to provide a service/support and corrective maintenance agreement on medical equipment for Welch Community Hospital.

##### Location:

Agency is located at Welch Community Hospital 454 McDowell Street, Welch, WV 24801

##### Background:

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

#### PROCUREMENT SPECIFICATIONS

##### General Requirements

The mission/purpose of this project is to provide a service/support and corrective maintenance agreement for medical equipment. Agreement is to include on-site equipment repairs and scheduled preventative maintenance (PM's) which are factory recommended. This must include labor and travel.

Repair parts will be provided by the vendor with a predetermined mark-up as indicated on the cost sheet. (Not to exceed 10 %.) Though there is no guarantee that corrective maintenance work will be required, as a basis for providing this bid, the vendor may assume that a total of seventy-five (75) hours will be used, along with materials costing an estimated \$3,000.

GE Healthcare Response:

Pricing is as indicated in the attached cost sheet and the contents of this response.

Our repair parts markup is not provided to our customers. For 75 hours of service during contract hours would be \$12,750.



**Scope of Work:**

The vendor is to provide a quote of a service/support and corrective maintenance agreement for medical equipment at Welch Community Hospital, more specifically, vendor shall include, but not limited to the following requirements:

**GE Healthcare Opening Response:**

General Electric Company, by and through its GE Healthcare Division ("GE Healthcare"), is pleased to submit and offer the products and services described in this proposal to the State of West Virginia ("Customer") for its consideration and selection. GE Healthcare has reviewed the terms and conditions of this RFP and takes a general exception to the application of such terms and conditions without a separate written agreement between both parties. If awarded the bid, the parties agree to work in good faith to negotiate mutually acceptable terms and conditions governing the purchase and sale of any GE Healthcare equipment or service. Negotiation shall be based on, but not be limited to, this RFP, all GE Healthcare responses to this RFP, GE Healthcare's standard terms and conditions applicable to the purchase of the products and/or services listed on the Quotation and GE Healthcare's Warranty Statement.

For informational purposes, GE Healthcare has provided responses to some of the terms below.

1. Vendor shall report to the Nursing Administration Department or the facilities designated representative, prior to performing any work specified within this document. Vendor shall provide routine coverage from 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays (Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving, and New Year's Day).

**GE Healthcare Response:**

For Equipment identified on the attached Schedule as Planned Maintenance no Parts (PMNP), GE Healthcare will provide the following: Planned Maintenance without Parts, 8 hours per day, 5 days a week (excluding GE Healthcare holidays).

For Equipment identified on the attached Schedule as Electrical Safety No Parts (ESNP) 8x5 Electrical Safety, No Parts. 8 hours per day, 5 days a week.

This coverage covers electrical safety inspection of the equipment only. Parts are not included. This coverage, performed during an 8-hour period agreed to between Customer and GE Healthcare, includes all repair labor to perform planned maintenance inspections including performance verification, and electrical safety inspections. Parts are not included.

Please see GE Healthcare's holiday schedule for 2012 below.





1. New Year's Day	Monday, January 2
2. Memorial Day	Monday, May 28
3. Independence Day	Wednesday, July 4
4. Independence Day	Thursday, July 5
5. Labor Day	Monday, September 3
6. Veteran's Day	Monday, November 12
7. Thanksgiving	Thursday, November 22
8. Thanksgiving	Friday, November 23
9. Christmas Eve	Monday, December 24
10. Christmas	Tuesday, December 25

Should on-site service be required during non-contract hours ("after hours", Sundays and Holidays), GE Healthcare will respond on a reasonable effort basis. GE Healthcare's reasonable effort may be equivalent to our standard contract response time, yet there is no contractual obligation to meet specified response times.

2. Vendor shall have the ability if needed, to provide on-site corrective maintenance after hours, weekends, and holidays as needed.

**GE Healthcare Response:**

**Corrective Service**

GE Healthcare will provide immediate attention to corrective maintenance repairs. Maintenance is available 24 hours per day, 7 days per week, and 365 days per year, through utilization of the GE Healthcare service call dispatching system. The dispatching system is available regardless of the time and equipment manufacturer, and is a toll-free connection to all available levels of support within the GE Healthcare service network.

GE Healthcare will use commercially reasonable efforts to resolve any service issue remotely after the following occurs: (a) Customer's initial call is received by GE Healthcare for corrective maintenance service or (b) detection by GE Healthcare of any error or malfunction. Unless otherwise specified in Schedule A, GE Healthcare will provide phone technical support 24 hours per day, 7 days a week (excluding GE Healthcare holidays), and use commercially reasonable efforts to respond by telephone to a report of an error or malfunction within one (1) hour after notification by the Customer.

Should on-site service be required, GE Healthcare will respond on a reasonable effort basis. GE Healthcare's reasonable effort may be equivalent to our standard contract response time, yet there is no contractual obligation to meet specified response times.

Service provided outside of contract hours will be billed at our reduced hourly-billed service rates for contract customers unless otherwise indicated on the applicable Schedule A.

3. The vendor must ensure that a local engineer/technician is available to provide onsite service within 4 hours of receiving a service call. The vendor will be certified for equipment listed. If maintenance is needed after normal business hours from 5 p.m. to 8 a.m. or on holidays, the hourly rate will be indicated on cost sheet attached.

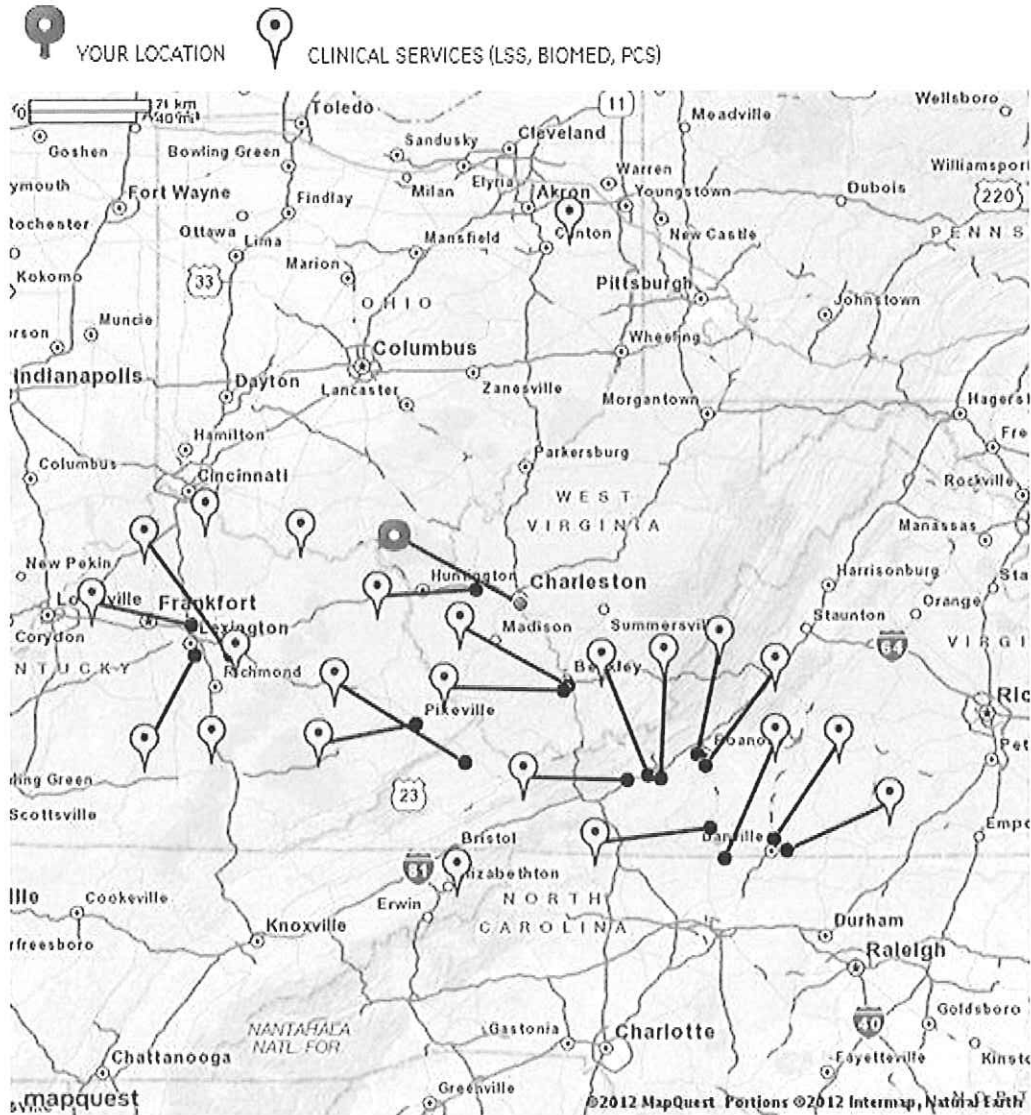


#### GE Healthcare Response:

GE Healthcare provides comprehensive support with more than 3,000 Field Engineers, 700 plus biomedical engineers and clinical asset managers, 200 plus online engineers and more than 200 application specialists. The Call Center is located in the U.S. and provides 24 hours a day and 7 days a week support directly from your system for issue resolution, fixes and training.

This density map shows the extensive local coverage we offer in your area.

The enclosed represents information that is current as of the date of this proposal, and may be subject to change.



GE Healthcare's Clinical Services also utilizes OEM and recognized training institutions to provide additional opportunities for BMETs to enhance their skill sets.

4. Vendor shall provide technical support via phone 24 hours per day 7 days per week.

#### GE Healthcare Response:

Please refer to GE Healthcare's response to question 2.

5. The vendor must complete PM's on a monthly and/or biannual basis for the specified medical equipment as recommended by the manufacturer.



**GE Healthcare Response:**

Intervals of Inspection-Biomedical: Planned Maintenance (PM) intervals will be set appropriate to the equipment and is based on criteria such as risk levels, manufactures' recommendations, and current experience. Detailed procedures are outlined in the Equipment Risk Analysis section of the Risk Management Work Instructions (WI).

Default intervals for each risk code are as follows: Risk

Risk 1: 6 months

Risk 2: Annually

Risk 3: Annually

Risk 4: Inspected during corrective maintenance and clinical rounds

Intervals may be adjusted to meet regulatory, accreditation, manufacturer, state, or local requirements

6. When equipment becomes inoperable due to mechanical failure, vendor is required to provide repairs. Should this be required the contractor agrees to provide corrective maintenance at the hourly rate as indicated on cost sheet.

**GE Healthcare Response:**

Corrective service provided will be billed at our reduced hourly-billed service rates for contract customers unless otherwise indicated on the applicable Schedule A.

7. The vendor must provide the hospital with copies of all maintenance service reports that describe the actual maintenance work performed on each item on the equipment list. The vendor shall provide and maintain a current, orderly and chronological log, posted within Nursing Administration, of all servicing and maintenance work performed, and status reports shall be submitted to the facility monthly.

**GE Healthcare Response:**

GE Healthcare agrees to work in good faith to provide a field service report for every call or transaction that includes at a minimum the following information: Date of incident, description of reported problem, equipment identification, asset tag ID, service technician identification, labor hours, detailed description of service provided including what was found and what was done, part number, description, duration the equipment was out of service for clinical use, evidence of equipment check-out with and turn-over of the equipment to the operator, service technician signature and date.

Service provided will be billed at our reduced hourly-billed service rates for contract customers unless otherwise indicated on the applicable Schedule A.

8. Services provided shall meet JCAHO (Joint Commission on the Accreditation of Healthcare Organizations) compliance ([www.jointcommission.org](http://www.jointcommission.org)).

**GE Healthcare Response:**

GE Healthcare will comply with the requirements of Federal and State laws and regulations that are applicable to it and require compliance by it as a manufacturer, vendor, and service provider of medical devices.

9. Hospital will notify vendor in advance if new equipment (equipment that may be purchased after the date of the contract and added only after new equipment warranty has been exhausted) is to be added to the equipment list. Pricing of any



equipment added will be of mutual agreement between the vendor and the hospital via change orders and proper documentation of such.

**GE Healthcare Response: Inventory Additions and Deletions**

Customer is responsible for notifying GE Healthcare to the extent it proposes to add items to the Service Agreement. Customer agrees that changes to Products covered under the Service Agreement may require GE Healthcare to modify the price charged and/or the terms of the service to be provided by GE Healthcare. Any services provided by GE Healthcare at Customer's request that are not covered by the Service Agreement will be furnished at GE Healthcare's then-current standard applicable contract rate.

10. Equipment deleted from service agreement prior to the expiration of agreement will be removed by mutual agreement by vendor and hospital, and the contract amount will be reduced by the amount allotted for the equipment, prorated from the date of removal.

**GE Healthcare Response:**

Product(s) sold by Customer or scrapped by Customer may be deleted from coverage under the Service Agreement with at least sixty (60) days' prior written notice to GE Healthcare of the product(s) to be deleted and the effective date of such deletion, whereby GE Healthcare will decrease the price established in the Service Agreement by the portion of the existing price allocated to the deleted product(s). Pricing adjustments shall take effect on the later of (a) the sixty (60) days notice or (b) the date that the product(s) is actually sold or scrapped from clinical use.

11. If it is determined that a piece of equipment has reached the end of its service life, the vendor must notify the facility's Nursing Administration Department in writing. The facility will then evaluate retirement of the equipment. After notification from the vendor and evaluation, if the hospital desires the piece of equipment to remain in service it will be maintained and repaired on a time and material basis.

**GE Healthcare Response:**

**End of Product Support Announcement (Non-GE Product).** Customer shall provide GE Healthcare with all information Customer receives regarding end of product life announcements. Regardless of whether Customer provides GE Healthcare with proper notification from the OEM, GE Healthcare may, at its option, remove end-of-life Products from the Product Schedule effective as of the end-of-product life date announced by the OEM. Alternatively, GE Healthcare will move such Products to the End of Life Offering applicable to the specific Product.

12. Vendor must have Worker's compensation insurance and general liability with an amount of at least \$1,000,000.00 C.S.L. (combined single limit) and the State of West Virginia will be named the Certificate Holder, since the vendor will be working on-site.

**GE Healthcare Response:**

GE Healthcare maintains insurance coverage in accordance with the attached Certificate of Insurance.

13. Payment will be made by the Agency on a monthly basis, in arrears, for services performed after 100% acceptance by the Agency.

**GE Healthcare Response:**

Customer will be billed for services beginning with the commencement date. Payment will be due the first of each month. If the commencement date is not the first of the month, the first and last payments will be prorated accordingly. This may increase the total number of periodic payments by one, but will not increase total Normal Fixed Charges.



14. Contract will be awarded to the lowest grand total bid meeting specifications.
15. Successful bidder must be a registered vendor with the WV State Purchasing Division and the Secretary of State Office, and any other entity that is required by West Virginia State Code including but not limited to section 21-11-2.
16. This contract may be renewed upon the mutual written consent of the spending unit and vendor submitted to the Director of Purchasing thirty (30) days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) one (1) year periods.

**GE Healthcare Response:**

Please refer to the terms and conditions of the attached GE Healthcare Quotation for complete details of the proposed 1-year agreement.

Upon award of the bid, GE Healthcare is willing to amend the terms of the Quotation to provide the State with two (2) optional 1-year extensions at the end of the 1-year term. Upon 90 days prior written notice of Year 2 or Year 3 annual anniversary of the agreement, the clause will allow Customer to elect to extend the agreement for a period of 1 year.



WEH13018 Service Support Agreement for Medical Equipment  
Cost Sheet

Item No.	Quantity	Manufacturer	Description	Serial #	Monthly Cost	Total Annual Cost
1	1	Alaris	7100GV IV Pump	3237205		
2	1	Alaris	7100K IV Pump	3429285		
3	1	Alaris	7100K IV Pump	3429268		
4	1	Alaris	7100K IV Pump	3429278		
5	1	Alaris	7100K IV Pump	3430505		
6	1	Alaris	7100K IV Pump	3429201		
7	1	Alaris	7100K IV Pump	3429130		
8	1	Alaris	7100K IV Pump	3429272		
9	1	Alaris	7100K IV Pump	3429281		
10	1	Alaris	7100K IV Pump	3429243		
11	1	Alaris	7100K IV Pump	3429229		
12	1	Alaris	7200K IV Pump	3432568		
13	1	Alaris	7100K IV Pump	3430513		
14	1	Alaris	7100K IV Pump	3430527		
15	1	Alaris	7100K IV Pump	3429245		
16	1	Alaris	7100K IV Pump	3429197		
17	1	Alaris	7100K IV Pump	3429250		
18	1	Alaris	7100K IV Pump	3429248		
19	1	Alaris	7100K IV Pump	3429253		
20	1	Alaris	7200K IV Pump	3432604		
21	1	Alaris	7100K IV Pump	3429244		
22	1	Alaris	7100K IV Pump	3430540		
23	1	Alaris	7200K IV Pump	3431610		
24	1	Alaris	7100K IV Pump	3429259		
25	1	Alaris	7200K IV Pump	3432567		
26	1	Alaris	7200K IV Pump	3432672		
27	1	Alaris	7200K IV Pump	3432609		
28	1	Alaris	7100K IV Pump	3430531		
29	1	Alaris	7100K IV Pump	3439221		
30	1	Alaris	7100K IV Pump	3429237		
31	1	Alaris	7100K IV Pump	3430534		

32	1	Alaris	7100K IV Pump	3432620		
33	1	Alaris	7100K IV Pump	3429246		
34	1	Alaris	7100K IV Pump	3430521		
35	1	Alaris	7200K IV Pump	3432653		
36	1	Alaris	7100K IV Pump	3429238		
37	1	Alaris	7100K IV Pump	3429242		
38	1	Alaris	7100K IV Pump	3429284		
39	1	Alaris	7100K IV Pump	3429222		
40	1	Alaris	7100K IV Pump	3429276		
41	1	Alaris	7100K IV Pump	3429270		
42	1	Alaris	7100K IV Pump	3430504		
43	1	Alaris	7200K IV Pump	3232079		
44	1	Alaris	7200K IV Pump	3432717		
45	1	Alaris	7200K IV Pump	3432602		
46	1	Alaris	7200K IV Pump	3432708		
47	1	Alaris	7100K IV Pump	3429241		
48	1	Alaris	7100K IV Pump	3432666		
49	1	Alaris	7200K IV Pump	3432669		
50	1	Alaris	7200K IV Pump	3429247		
51	1	Alaris	7200K IV Pump	3429274		
52	1	Ameda	Compact 30II suction pump	AD711509		
53	1	Amsco	Washer/Sterilizer 3012	0106798-01		
54	1	Amsco	Model ODJ06 Warming Cabinet-dual compartment	414803191		
55	1	Aspen Labs	Inflatomatic 3000 regulator	8L058913		
56	1	Bair Hugger	Model 500/OR	502E42355USA		
57	1	Bair hugger	Model 505 warmer	47227		
58	1	Baxter	AS 50 Syringe pump	807069AB		
59	1	Burton	Model 0113012 operating light	21258		
60	1	Datex-Ohmeda	Cardiacap/5 Monitor	6039851		
61	1	Datex-Ohmeda	Cardiacap/5 Monitor	6049469		
62	1	Datex-Ohmeda	Aestiva/5 Anesthesia Machine	AMRJ03017		
63	1	Datex-Ohmeda	Aestiva/5 Anesthesia Machine	AMRJ02634		
64	1	Detecto	model 6735 infact scale	9811-032		
65	1	GE	Dinamap Pro Care	AAW08310222SA		
66	1	GE	Dinamap Pro Care	AAW08310123SA		







102	1	IVAC	4415C vital signs monitor	499333426
103	1	IVAC	4415C vital signs monitor	499333430
104	1	Johnson and Johnson	Dinamap MPS vitals monitor	980H0006451
105	1	Kangaroo	Enteral pump	59813941
106	1	Kendall	SCD model 5325 arthrombic pump	EB018557
107	1	Kendall	SCD model 7325 arthrombic pump	E0327675
108	1	Level 1	H-25 pressure infusion system	1738
109	1	Level 1	H-1200 fluid warmer	20050321
110	1	Malis	Quardilite light source	387
111	1	Med-Graphics	Profiler Pulmonary Diagnostic System	218000913
112	1	Nelcor	N-3000 SpO2 monitor	21278167
113	1	Nelcor	N-3100 NIBP monitor	20866659
114	1	Ohio	Model 370 peds aerosol tent	AEMM00772
115	1	Ohio	Model 370 peds aerosol tent	AEMM00775
116	1	Ohio	Model 370 peds aerosol tent	AEMM00686
117	1	Ohio	Model 370 peds aerosol tent	AEMM00767
118	1	Ohio	Model 370 peds aerosol tent	AEMM00734
119	1	Ohio	Neonatal Care Center	ABAN00290
120	1	Ohmeda	Biox 3700 Pulse Oximeter	118-79912
121	1	Ohmeda	Infant Incubator 304-3256-910	BEON00363
122	1	Ohmeda	Biox 3740 pulse Oximeter	FMPS02265
123	1	Olympic	Bili-lite model 33	20100
124	1	Olympic	Bili-lite model 33	27785
125	1	Olympus	CLV-U20 light Source	8253735
126	1	Olympus	Visera CLV-S40 Xenon light source	7508491
127	1	Olympus	Visera OTV-S7 Digital Processor	7560648
128	1	Olympus	OTV-S2 camera processor	2246834
129	1	Olympus	OTV-S5 camera processor	7764493
130	1	Olympus	Hystero insufflator	9055609
131	1	Olympus	Exera II CV-180 Video system	7980556
132	1	Olympus	Exera II CLV-180 light source	7909466
133	1	Olympus	OEV191H HD LCD monitor	7820788
134	1	Olympus	Co2 insufflator	01-03500A2
135	1	Olympus	CLK-3 cold light source	7646709
136	1	Olympus	CLE-F10 light source	7622785

137	1	Physio Control	VSM 2 vitals monitor	2263
138	1	Physio Control	VSM 1 vitals monitor	5397
139	1	Precision Medical	PM50 Easy Comp compressor	438
140	1	Precision Medical	PM50 Easy Comp compressor	503
141	1	Respironics	332203 BiPap unit	221756
142	1	Ross	Patrol enteral pump	2024163
143	1	Ross	Patrol enteral pump	2004078
144	1	Ross	Patrol enteral pump	2111101
145	1	Ross	Patrol enteral pump	2073298
146	1	Schiller	Cardiovit CS-100 EKG	150.00881
147	1	SchucoVac	Model 130	1.297E+11
148	1	SchucoVac	Model 130	1.297E+11
149	1	SchucoVac	Model 130 suction unit	19800033514
150	1	SchucoVac	Model 130 suction unit	11040993
151	1	Siemens	SC 6002XL Vital Signs Monitor	5512710472
152	1	Siemens	SC 7000 vitals monitor	5394361457
153	1	Siemens	SC 6002XL Vital Signs Monitor	5512709866
154	1	Siemens	SC 6002XL Vital Signs Monitor	5512709964
155	1	Siemens	SC 6002XL Vital Signs Monitor	5512707672
156	1	Siemens	SC 7000 vitals monitor	5394375255
157	1	Siemens	SC 6002XL Vital Signs Monitor	5512709465
158	1	Siemens	SC 6002XL Vital Signs Monitor	5512709670
159	1	Siemens telemetry transmitter	5591537	5102069772
160	1	Siemens telemetry transmitter	5591537	5102072180
161	1	Siemens telemetry transmitter	5591537	5600862275
162	1	Siemens telemetry transmitter	5591537	5102255375
163	1	Siemens telemetry transmitter	5591537	5600994765
164	1	Siemens telemetry transmitter	5591537	5102068773
165	1	Siemens telemetry transmitter	5591537	5102070877
166	1	Sony	PVM-1343MD Trinitron color monitor	2013503
167	1	Sony	PVM-1943MD Trinitron color monitor	2008458
168	1	Steris Ultrasonic Cleaning System	Model No. SC1224C	0406706-056
169	1	Steris Sterilizer Eagle Series 3000	Model No. E3043-1	0116302-01
170	1	Storz	S-6002 lightsource	4639
171	1	Timeter	Aridyne 3500 compressor	L32A

172	1	Unico	Colposcope	UP200806-17		
173	1	USSC	Auto Sonix generator	AS 1499		
174	1	Venodyne	Model 510 arthrombic pump	992632970		
175	1	Welch Allyn	48740 exam light	N/A		
176	1	Welch Allyn	48740 exam light	N/A		
177	1	Welch Allyn wall mounted otoscopes	74710	N/A		
178	1	Welch Allyn wall mounted otoscopes	74710	N/A		
179	1	Welch Allyn wall mounted otoscopes	74710	N/A		
180	1	Welch Allyn wall mounted otoscopes	74710	N/A		
181	1	Welch Allyn wall mounted otoscopes	74710	N/A		
182	1	Welch Allyn wall mounted otoscopes	74710	N/A		
183	1	Welch Allyn wall mounted otoscopes	74710	N/A		
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191	1	Welch Allyn wall mounted otoscopes	74710	N/A		
192	1	Welch Allyn wall mounted otoscopes	74710	N/A		
193	1	Welch Allyn wall mounted otoscopes	74710	N/A		
194	1	Welch Allyn wall mounted otoscopes	767	N/A		
195	1	Welch Allyn wall mounted otoscopes	767	N/A		
196	1	Welch Allyn wall mounted otoscopes	48830	N/A		
197	1	Welch Allyn wall mounted otoscopes	48830	N/A		
198	1	Wilmot Castle Company	Model 152 mobile OR light	11424		
				Total	\$	\$

**For evaluation purposes only**

Costs:

Costs:

75 hrs. Estimated Technician Rate for corrective maintenance, during normal business hours 8 a.m. to 5 p.m (For evaluation purposes only). This is an estimate only and actual hours needed at the facility will be provided by the successful bidder, whether it be more or less. This hourly rate will remain firm for the life of the contract.

	Hourly Rate:	Annual
75 Hours@	\$ _____ B.	\$ -----

**For evaluation purposes only**

Annual Parts  
Cost Estimate:

This is an estimate only and the actual cost amount for parts needed Estimated \$3,000.00 in parts at cost x \_\_\_\_\_% percentage mark-up = for repairs will be provided by the successful bidder, whether it be more or less.

\$3,000 + \_\_\_\_% of \$3,000 = C. \$ \_\_\_\_\_

Rate for after normal business hours =

\$ \_\_\_\_\_

Rate for weekends =

\$ \_\_\_\_\_

Rate for holidays =

\$ \_\_\_\_\_

All Annual Cost Grand Total (A + B + C) = \$ \_\_\_\_\_

Contract will be awarded to the lowest grand total bid meeting specifications.

GE Healthcare's signature only indicates that it has responded to this Bid proposal. Final terms and conditions shall be negotiated in good faith by the parties in accordance with GE Healthcare's opening bid response.

GE Healthcare

Vendor Name (Printed)

Purchase Order Address

Vendor Authorized Representative Printed

Vendor Remit-To Address:

Vendor Authorized Representative Signature

Date

Telephone

Fax

E-mail

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**GE Healthcare Response:**

Final terms and conditions shall be negotiated in good faith by the parties in accordance with GE Healthcare's opening bid response.

3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening.

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

[insert date and time]

[insert address of pre-bid]

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

[insert date and time]

[insert address of pre-bid]

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at



the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 6/26/2012

Submit Questions to: Roberta Wagner  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305  
Fax: 304-558-4115  
Email: roberta.a.wagner@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:


Department of Administration, Purchasing Division  
2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID  
BUYER: ROBERTA WAGNER  
SOLICITATION\_NO: WEH13018

BID OPENING DATE: 7/5/2012  
BID OPENING TIME: 01:30 PM  
FAX NUMBER: 304-558-4115



In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus  convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal or expression of interest as follows:

BID TYPE:    ☐ Technical  
                  ☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:            7/5/2012

Bid Opening Location:                    Department of Administration, Purchasing Division  
    2019 Washington Street East  
    P.O. Box 50130,  
    Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.



GE Healthcare Opening Response:

General Electric Company, by and through its GE Healthcare Division ("GE Healthcare"), is pleased to submit and offer the products and services described in this proposal to the State of West Virginia ("Customer") for its consideration and selection. GE Healthcare has reviewed the terms and conditions of this RFP and takes a general exception to the application of such terms and conditions without a separate written agreement between both parties. If awarded the bid, the parties agree to work in good faith to negotiate mutually acceptable terms and conditions governing the purchase and sale of any GE Healthcare equipment or service. Negotiation shall be based on, but not be limited to, this RFP, all GE Healthcare responses to this RFP, GE Healthcare's standard terms and conditions applicable to the purchase of the products and/or services listed on the Quotation and GE Healthcare's Warranty Statement.

For informational purposes, GE Healthcare has provided responses to some of the terms below.

The information contained herein is the confidential and proprietary information of GE Healthcare, its third party vendors and its affiliated entities, and may be disclosed only to persons with a need to know solely for the purpose of evaluating the information for a potential transaction. Any unauthorized use or disclosure is strictly prohibited. After use or upon reasonable request, this information may be returned or destroyed.

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.





3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ Term for Open End, Service, and Similar Contracts

**Initial Contract Term:** This Contract becomes effective on [the date the purchase order is issued, the date the notice to proceed is received, etc.] and extends for a period 1 year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 2 successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General Approval may be required.

**One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.

4. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.



- ☒ Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- ☐ One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
5. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- ☐ BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of ~~100% of the Contract value or \$~~.
- The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.



☐ MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☒ WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

☒ INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

☒ Commercial General Liability Insurance: \$1,000,000.00 or more.

☐ Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

☐ ~~Insert required insurance.~~

☐ ~~Insert required insurance.~~

☐ ~~Insert required insurance.~~

☐ ~~Insert required insurance.~~

☐ ~~Insert required insurance.~~

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

☒ LICENSE(S) / CERTIFICATIONS: In addition to anything required under Section 39, entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses prior to Contract award, in a form acceptable to the Purchasing Division.

☐ ~~Insert required license or certification.~~

☐ ~~Insert required license or certification.~~

☐ ~~Insert required license or certification.~~

☐ ~~Insert required license or certification.~~

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.



8. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
9. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
10. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of [\$\_\_\_\_\_ per day, per week, per unit, or some other agreed measure] for [insert action that triggers liquidated damages]. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
14. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
15. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.



16. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
17. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
18. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
19. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
20. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § SA-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
21. **SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, woman-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
22. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
23. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
24. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules §148-1-4.6.
25. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
26. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principle. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.





27. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
28. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
29. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
30. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
31. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
32. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
33. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.



34. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
35. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
36. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
37. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
38. **CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
39. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.



40. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
41. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
42. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.
- The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
43. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.
44. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums,





contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

45. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
46. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
47. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
48. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
49. **BACKGROUND CHECK:** In accordance with W.Va. Code § 15-20-3, the Director of the Division of Protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.



By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

GE Healthcare Response:

GE Healthcare's signature only indicates that it has responded to this Bid proposal. Final terms and conditions shall be negotiated in good faith by the parties in accordance with GE Healthcare's opening bid response.

G.E. HEALTHCARE

(Company)

John Eladys

(Representative Name, Title)

804-610 - 9910

(Contact Phone/Fax Number)

7-5-2012

(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: WEH13018**

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**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

**GE Healthcare Response:**

No addenda have been received as of the date of this response.

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

GE HEALTHCARE

Company

John C. Dudley

Authorized Signature

7-5-2012

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

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: GE HEALTH CARE

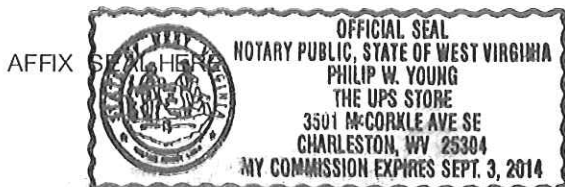
Authorized Signature: [Signature] Date: 7-5-2012

State of WEST VIRGINIA

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 5<sup>th</sup> day of July, 2012.

My Commission expires 9/3/2014, 20  .



NOTARY PUBLIC

[Signature]

To the best of our knowledge, GE Healthcare is not a debtor to the State of West Virginia. With the diversified nature of GE Healthcare's business, there are not centralized databases to permit us to access this information on a world-wide basis, or even across divisions of GE Healthcare.

GE Healthcare's signature only indicates that it has responded to this Bid proposal. Final terms and conditions shall be negotiated in good faith by the parties in accordance with GE Healthcare's opening bid response.

## State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §SA-3-37. (Does not apply to construction contracts). *West Virginia Code*, §SA-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 25% 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.**

GE Healthcare Response:

GE Healthcare is not a resident of West Virginia, therefore this is not applicable.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

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

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



GE HEALTHCARE

CLINICAL ASSET MANAGEMENT AND SERVICES - SCHEDULE A

Welch Community Hospital, Welch, WV

Customer Id: 1138.111222:64752223

Quote Date: 12/30/2011

Quote Expiration Date: 6/30/2012

ITEM #	MODALITY	CUSTOMER MANUFACTURER	CUSTOMER MODEL	QMT MANUFACTURER	QMT MODEL	SERIAL#	PART NUMBER	RISK CODE	MODEL DESCRIPTION	SELECTED LEVEL OF COVERAG	ANNUAL PRICE
24	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3237205	ALARIS/7100K	2	7100GV IV Pump	PMNP	\$140.88
28	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429285	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
29	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429268	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
30	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429278	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
31	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3430505	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
32	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429201	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
42	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429130	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
34	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429272	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
26	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429281	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
35	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429243	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
36	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429229	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
37	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429513	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
38	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3430527	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
44	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429245	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
47	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429197	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
50	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429250	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
49	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429248	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
48	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429253	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
46	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429244	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
51	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3430540	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
45	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429259	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
39	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3430531	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
43	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3439221	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
41	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429237	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
40	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3430534	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
27	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3432620	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
12	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429246	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
2	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3430521	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
3	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429238	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
4	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429242	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
5	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429284	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
6	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429222	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
7	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429276	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
8	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429270	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
9	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3430504	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
10	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429241	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
11	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3432666	ALARIS/7100K	2	7100K IV Pump	PMNP	\$140.88
25	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3432568	ALARIS/7100K	2	7200K IV Pump	PMNP	\$140.88
13	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3432604	ALARIS/7100K	2	7200K IV Pump	PMNP	\$140.88



## GE HEALTHCARE

## CLINICAL ASSET MANAGEMENT AND SERVICES - SCHEDULE A

Welch Community Hospital, Welch, WV

Customer Id: 1138:111222:64752223

Quote Date: 12/30/2011

Quote Expiration Date: 6/30/2012

ITEM #	MODALITY	CUSTOMER MANUFACTURER	CUSTOMER MODEL	QMT MANUFACTURER	QMT MODEL	SERIAL#	PART NUMBER	RISK CODE	MODEL DESCRIPTION	SELECTED LEVEL OF COVERAGE	ANNUAL PRICE
1	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3431610	ALARIS/7100K	2	7200K IV Pump	PMNP	\$140.88
15	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3432567	ALARIS/7100K	2	7200K IV Pump	PMNP	\$140.88
16	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3432672	ALARIS/7100K	2	7200K IV Pump	PMNP	\$140.88
17	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3432609	ALARIS/7100K	2	7200K IV Pump	PMNP	\$140.88
18	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3432653	ALARIS/7100K	2	7200K IV Pump	PMNP	\$140.88
19	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3232079	ALARIS/7100K	2	7200K IV Pump	PMNP	\$140.88
20	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3432717	ALARIS/7100K	2	7200K IV Pump	PMNP	\$140.88
21	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3432602	ALARIS/7100K	2	7200K IV Pump	PMNP	\$140.88
14	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3432708	ALARIS/7100K	2	7200K IV Pump	PMNP	\$140.88
22	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3432669	ALARIS/7100K	2	7200K IV Pump	PMNP	\$140.88
33	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429247	ALARIS/7100K	2	7200K IV Pump	PMNP	\$140.88
23	General Biomedical	Alaris	7100K	Alaris Medical Systems Inc	7100K	3429274	ALARIS/7100K	2	7200K IV Pump	PMNP	\$140.88
66	General Biomedical	Ameda	COMPACT 30II	Ameda/Egnell Inc	COMPACT 30II	AD711509	EGNELL/COMPACT 30II	2	Compact 3011 suction pump	PMNP	\$34.38
169	General Biomedical	Amsco	QDJ04	Steris Corp	QDJ04	414803191	STERIS/QDJ04	3	Warming Cabinet-dual compartment	PMNP	\$500.23
52	Sterilizers - High End	Amsco	3012	Amsco International Inc	3012	0106798-01	AMSCO/3012	2	Washer/Sterilizer 3012	PMNP	\$1,788.05
55	General Biomedical	Aspen Labs	ATS3000	Aspen Laboratories Inc Sub Con	ATS3000	BL058913	ASPEN/ATS3000	1	Inflatomatic 3000 regulator	PMNP	\$138.87
53	General Biomedical	Bair Hugger	500/OR	Arizant	500/OR	502E4235USA	Arizan/500/OR	2	Model 500/OR	PMNP	\$34.38
54	General Biomedical	Bair hugger	505	Arizant	505	47227	Arizan/505	2	Model 505 warmer	PMNP	\$34.38
56	General Biomedical	Baxter	AS50	Baxter	AS50	807069A3	BAXTER/AS50	2	AS 50 Syringe pump	PMNP	\$34.38
57	General Biomedical	Burton	0113012	Burton Medical Products Corp	0113012	21258	BURTON/0113012	4	model 0113012 operating light	PMNP	\$34.38
61	Anesthesia - High End	Datex-Ohmeda	AESTIVA 5 7900	Datex Medical Instrumentation	AESTIVA 5 7900	AM RJ03017	DATEX//AESTIVA 5 7900	1	Aestiva/5 Anesthesia Machine	PMNP	\$660.00
60	Anesthesia - High End	Datex-Ohmeda	AESTIVA 5 7900	Datex Medical Instrumentation	AESTIVA 5 7900	AMRJ02634	DATEX//AESTIVA 5 7900	1	Aestiva/5 Anesthesia Machine	PMNP	\$660.00
63	Low-End Monitoring	Datex-Ohmeda	CARDIO CAP 5	Datex Medical Instrumentation	CARDIO CAP 5	6039851	DATEX//CARDIO CAP 5	2	Cardiacap/5 Monitor	PMNP	\$333.30
62	Low-End Monitoring	Datex-Ohmeda	CARDIO CAP 5	Datex Medical Instrumentation	CARDIO CAP 5	6049469	DATEX//CARDIO CAP 5	2	Cardiacap/5 Monitor	PMNP	\$333.30
65	General Biomedical	Detecto	6735	Detecto Scale Co	6735	9811-032	DETECT/6735	3	model 6735 infact scale	PMNP	\$34.38
71	General Biomedical	GE	CICV5.1	General Electric	CICV5.1	SCH08305074GA	GE/CICV5.1	3	CIC Central Station	PMNP	\$233.75
70	General Biomedical	GE	250	General Electric	250	SBE06272649PR	GE/250	2	Corometrics 250 ECG monitor	PMNP	\$264.00
69	General Biomedical	GE	250	General Electric	250	SBE06292854PR	GE/250	2	Corometrics 250 ECG monitor	PMNP	\$264.00
73	Low-End Monitoring	GE	3000DASH	General Electric	3000DASH	SD007283070GR	GE/Dash 3000	2	Dash 3000 vitals monitor	PMNP	\$500.23
72	Low-End Monitoring	GE	3000DASH	General Electric	3000DASH	SBG06151694GR	GE/Dash 3000	2	Dash 3000 vitals monitor	PMNP	\$500.23



GE HEALTHCARE  
 CLINICAL ASSET MANAGEMENT AND SERVICES - SCHEDULE A  
 Welch Community Hospital, Welch, WV  
 Customer Id: 1138:111222:64752223  
 Quote Date: 12/30/2011  
 Quote Expiration Date: 6/30/2012

ITEM #	MODALITY	CUSTOMER MANUFACTURER	CUSTOMER MODEL	QMT MANUFACTURER	QMT MODEL	SERIAL#	PART NUMBER	RISK CODE	MODEL DESCRIPTION	SELECTED LEVEL OF COVERAGE	ANNUAL PRICE
76	Monitoring	GE	Dash 4000	General Electric	Dash 4000	SBG07083095GR	GE/Dash 4000	2	Dash 4000 vitals monitor	PMNP	\$411.40
75	Monitoring	GE	Dash 4000	General Electric	Dash 4000	SD007220614GR	GE/Dash 4000	2	Dash 4000 vitals monitor	PMNP	\$411.40
74	Monitoring	GE	Dash 4000	General Electric	Dash 4000	SD007220613GR	GE/Dash 4000	2	Dash 4000 vitals monitor	PMNP	\$411.40
78	Monitoring	GE	Dash 4000	General Electric	Dash 4000	SD007220897GR	GE/Dash 4000	2	Dash 4000 vitals monitor	PMNP	\$411.40
77	Monitoring	GE	Dash 4000	General Electric	Dash 4000	SD008065618GR	GE/Dash 4000	2	Dash 4000 vitals monitor	PMNP	\$411.40
83	General Biomedical	GE	Pro Care 400	General Electric	Pro Care 400	AAW08310222SA	GE/Pro Care 400	2	Dinamap Pro Care	PMNP	\$105.60
81	General Biomedical	GE	Pro Care 400	General Electric	Pro Care 400	AAW08310123SA	GE/Pro Care 400	2	Dinamap Pro Care	PMNP	\$105.60
80	General Biomedical	GE	Pro Care 400	General Electric	Pro Care 400	AAW08310264SA	GE/Pro Care 400	2	Dinamap Pro Care	PMNP	\$105.60
79	General Biomedical	GE	Pro Care 400	General Electric	Pro Care 400	AAW08310235SA	GE/Pro Care 400	2	Dinamap Pro Care	PMNP	\$105.60
82	General Biomedical	GE	Pro Care 400	General Electric	Pro Care 400	AAW08310249SA	GE/Pro Care 400	2	Dinamap Pro Care	PMNP	\$105.60
67	General Biomedical	GE	250	General Electric	250	SBE06272649PR	GE/250	2	Fetal Monitor	PMNP	\$264.00
68	General Biomedical	GE	250	General Electric	250	SBE 06292854PR	GE/250	2	Fetal Monitor	PMNP	\$264.00
131	General Biomedical	HP	HEARTSTREAM FR2	Philips Medical Systems	HEARTSTREAM FR2	32984	PHILIP/HEARTSTREAM FR2	1	heartstream AED	PMNP	\$87.95
132	General Biomedical	HP	M1700	Philips Medical Systems	M1700	3130A02959	PHILIP/M1700	2	M1700A Pagewriter EKG	PMNP	\$102.85
134	General Biomedical	HP	M1722A	Philips Medical Systems	M1722A	US00106777	PHILIP/M1722A	1	M1722 Codemaster defib	PMNP	\$38.98
136	General Biomedical	HP	M1722A	Philips Medical Systems	M1722A	3304A05846	PHILIP/M1722A	1	M1722 Codemaster defib	PMNP	\$38.98
133	General Biomedical	HP	M1722A	Philips Medical Systems	M1722A	3814A14110	PHILIP/M1722A	1	M1722 Codemaster defib	PMNP	\$38.98
135	General Biomedical	HP	M1722A	Philips Medical Systems	M1722A	US00109346	PHILIP/M1722A	1	M1722 Codemaster defib	PMNP	\$38.98
95	Low-End Monitoring	IVAC	4415	Ivac Corp	4415	499333379	IVAC/4415	2	4415C vital signs monitor	PMNP	\$61.26
84	Low-End Monitoring	IVAC	4415	Ivac Corp	4415	499333372	IVAC/4415	2	4415C vital signs monitor	PMNP	\$61.26
94	Low-End Monitoring	IVAC	4415	Ivac Corp	4415	499333381	IVAC/4415	2	4415C vital signs monitor	PMNP	\$61.26
96	Low-End Monitoring	IVAC	4415	Ivac Corp	4415	499333404	IVAC/4415	2	4415C vital signs monitor	PMNP	\$61.26
93	Low-End Monitoring	IVAC	4415	Ivac Corp	4415	499333384	IVAC/4415	2	4415C vital signs monitor	PMNP	\$61.26
92	Low-End Monitoring	IVAC	4415	Ivac Corp	4415	499333435	IVAC/4415	2	4415C vital signs monitor	PMNP	\$61.26
91	Low-End Monitoring	IVAC	4415	Ivac Corp	4415	499333396	IVAC/4415	2	4415C vital signs monitor	PMNP	\$61.26
90	Low-End Monitoring	IVAC	4415	Ivac Corp	4415	499333376	IVAC/4415	2	4415C vital signs monitor	PMNP	\$61.26
88	Low-End Monitoring	IVAC	4415	Ivac Corp	4415	499333405	IVAC/4415	2	4415C vital signs monitor	PMNP	\$61.26





GE HEALTHCARE  
 CLINICAL ASSET MANAGEMENT AND SERVICES - SCHEDULE A  
 Welch Community Hospital, Welch, WV  
 Customer Id: 1138:111222:64752223  
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 Quote Expiration Date: 6/30/2012

ITEM #	MODALITY	CUSTOMER MANUFACTURER	CUSTOMER MODEL	QMT MANUFACTURER	QMT MODEL	SERIAL#	PART NUMBER	RISK CODE	MODEL DESCRIPTION	SELECTED LEVEL OF COVERAGE	ANNUAL PRICE
87	Low-End Monitoring	IVAC	4415	Ivac Corp	4415	499333408	IVAC/4415	2	4415C vital signs monitor	PMNP	\$61.26
98	Low-End Monitoring	IVAC	4415	Ivac Corp	4415	499333455	IVAC/4415	2	4415C vital signs monitor	PMNP	\$61.26
86	Low-End Monitoring	IVAC	4415	Ivac Corp	4415	499333377	IVAC/4415	2	4415C vital signs monitor	PMNP	\$61.26
89	Low-End Monitoring	IVAC	4415	Ivac Corp	4415	499333409	IVAC/4415	2	4415C vital signs monitor	PMNP	\$61.26
85	Low-End Monitoring	IVAC	4415	Ivac Corp	4415	499333354	IVAC/4415	2	4415C vital signs monitor	PMNP	\$61.26
99	Low-End Monitoring	IVAC	4415	Ivac Corp	4415	499333426	IVAC/4415	2	4415C vital signs monitor	PMNP	\$61.26
97	Low-End Monitoring	IVAC	4415	Ivac Corp	4415	499333430	IVAC/4415	2	4415C vital signs monitor	PMNP	\$61.26
59	General Biomedical	Johnson and Johnson	DINAMAP MPS	Critikon Inc A Johnson & Johns	DINAMAP MPS	980H0006451	CRTKJJ/DINAMAP MPS	2	Dinamap MPS vitals monitor	PMNP	\$105.60
102	General Biomedical	Kangaroo	KANGAROO	Kendall Usa	KANGAROO	S9813941	KENDAL/KANGAROO	3	Enteral pump	PMNP	\$34.38
100	General Biomedical	Kendall	5325	Kendall Usa	5325	E8018557	KENDAL/5325	2	SCD model 5325 orthrombic pump	PMNP	\$39.60
101	General Biomedical	Kendall	7325	Kendall Usa	7325	E0327675	KENDAL/7325	2	SCD model 7325 orthrombic pump	PMNP	\$34.38
103	General Biomedical	Level 1	H-1200	Level 1 Technologies Inc	H-1200	20050321	LEVEL/H-1200	2	H-1200 fluid warmer	PMNP	\$89.38
104	General Biomedical	Level 1	H-25	Level 1 Technologies Inc	H-25	1738	LEVEL/H-25	2	H-25 pressure infusion system	PMNP	\$236.50
64	General Biomedical	Malis	QUADRILITE	Designs For Vision	QUADRILITE	387	DESIGN/QUADRILITE	3	Quardilite light source	PMNP	\$58.59
105	Respiratory - High End	Med-Graphics	Profiler	Medical Graphics Corp	Profiler	218000913	MEDGRA/Profiler	2	Profiler Pulmonary Diagnostic System	PMNP	\$462.00
106	General Biomedical	Nellcor	N-3000	Nellcor Inc	N-3000	21278167	NELLCO/N-3000	2	N-3000 SpO2 monitor	PMNP	\$146.28
107	General Biomedical	Nellcor	N-3100	Nellcor Inc	N-3100	20866659	NELLCO/N-3100	2	N-3100 NIBP monitor	PMNP	\$146.28
109	Respiratory Ther/Cardio Pulm	Ohio	370	Ohio Medical Products Div The	370	AEM M00772	OHIOME/370	3	Model 370 peds aerosol tent	PMNP	\$34.38
112	Respiratory Ther/Cardio Pulm	Ohio	370	Ohio Medical Products Div The	370	AE M M 00775	OHIOME/370	3	Model 370 peds aerosol tent	PMNP	\$34.38
113	Respiratory Ther/Cardio Pulm	Ohio	370	Ohio Medical Products Div The	370	AEMM00686	OHIOME/370	3	Model 370 peds aerosol tent	PMNP	\$34.38
111	Respiratory Ther/Cardio Pulm	Ohio	370	Ohio Medical Products Div The	370	AEM M00767	OHIOME/370	3	Model 370 peds aerosol tent	PMNP	\$34.38
110	Respiratory Ther/Cardio Pulm	Ohio	370	Ohio Medical Products Div The	370	AE M M 00734	OHIOME/370	3	Model 370 peds aerosol tent	PMNP	\$34.38
108	General Biomedical	Ohio	NEONATAL	Ohio Imaging	NEONATAL	ABAN00290	OHIOM/NEONATAL	2	Neonatal Care Center	PMNP	\$78.14
114	General Biomedical	Ohmeda	3700	Ohmeda Div Boc Healthcare Inc	3700	118-79912	OHMEDA/3700	2	Biox 3700 Pulse Oximeter	PMNP	\$101.48



## GE HEALTHCARE

## CLINICAL ASSET MANAGEMENT AND SERVICES - SCHEDULE A

Welch Community Hospital, Welch, WV

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ITEM #	MODALITY	CUSTOMER MANUFACTURER	CUSTOMER MODEL	QMT MANUFACTURER	QMT MODEL	SERIAL#	PART NUMBER	RISK CODE	MODEL DESCRIPTION	SELECTED LEVEL OF COVERAGE	ANNUAL PRICE
115	General Biomedical	Ohmeda	3740	Ohmeda Div Boc Healthcare Inc	3740	FM PS02265	OHMEDA/3740	2	Biox 3740 pulse Oximeter	PMNP	\$101.48
116	General Biomedical	Ohmeda	IC	Ohmeda Div Boc Healthcare Inc	IC	BEON00363	OHMEDA/IC	2	Infant Incubator 304-3256-910	PMNP	\$58.61
119	General Biomedical	Olympic	33	Olympic Medical Corp	33	20100	OLYMPI/33	2	bili-lite model 33	PMNP	\$34.38
118	General Biomedical	Olympic	33	Olympic Medical Corp	33	27785	OLYMPI/33	2	bili-lite model 33	PMNP	\$34.38
120	General Biomedical	Olympus	01-03500-A2	Olympus Medical Systems Corp	01-03500-A2	01-03500A2	OLYMPU/01-03500-A2	2	c02 insufflator	PMNP	\$39.08
121	General Biomedical	Olympus	CLE-F10	Olympus Medical Systems Corp	CLE-F10	7622785	OLYMPU/CLE-F10	3	CLE-F10 light source	PMNP	\$34.38
122	General Biomedical	Olympus	CLK-3	Olympus Medical Systems Corp	CLK-3	7646709	OLYMPU/CLK-3	3	CLK-3 cold light source	PMNP	\$34.38
125	General Biomedical	Olympus	CLV-U20	Olympus Medical Systems Corp	CLV-U20	8253735	OLYMPU/CLV-U20	3	CLV-U20 light Source	PMNP	\$34.38
123	General Biomedical	Olympus	CLV-180	Olympus Medical Systems Corp	CLV-180	7909466	OLYMPU/CLV-180	3	Exera II CLV-180 light source	PMNP	\$43.80
126	General Biomedical	Olympus	CV-180	Olympus Medical Systems Corp	CV-180	7980556	OLYMPU/CV-180	3	Exera II CV-180 Video system	PMNP	\$224.40
130	General Biomedical	Olympus	UHI-2	Olympus Medical Systems Corp	UHI-2	9055609	OLYMPU/UHI-2	2	Hystero insufflator	PMNP	\$89.03
117	General Biomedical	Olympus	OEVI91	Olympus Corp Clinical Instrume	OEVI91	7820788	olymcl/OEVI91	3	OEVI91H HD LCD monitor	ESNP	\$30.00
127	General Biomedical	Olympus	OTV-S2	Olympus Medical Systems Corp	OTV-S2	2246834	OLYMPU/OTV-S2	3	ON-S2 camera processor	ESNP	\$30.00
128	General Biomedical	Olympus	OTV-S5	Olympus Medical Systems Corp	OTV-S5	7764493	OLYMPU/OTV-S5	3	OTV-S5 camera processor	ESNP	\$30.00
124	General Biomedical	Olympus	CLV-S40	Olympus Medical Systems Corp	CLV-S40	7508491	OLYMPU/CLV-S40	3	Visera CLV-S40 Xenon light source	PMNP	\$76.67
129	General Biomedical	Olympus	OTV-S7	Olympus Medical Systems Corp	OTV-S7	7560648	OLYMPU/OTV-S7	3	Visera OTV-S7 Digital Processor	PMNP	\$224.40
137	General Biomedical	Physio Control	VSM1	Physio-Control Corp Cardiovasc	VSM1	5397	PHYCON/VSM1	2	VSM 1 vitals monitor	PMNP	\$34.38
138	General Biomedical	Physio Control	VSM1	Physio-Control Corp Cardiovasc	VSM1	2263	PHYCON/VSM1	2	VSM 2 vitals monitor	PMNP	\$34.38
139	General Biomedical	Precision Medical	PM50	Precision Medical Inc	PM50	438	PRECMD/PM50	3	PM50 Easy Comp compressor	PMNP	\$34.38
140	General Biomedical	Precision Medical	PM50	Precision Medical Inc	PM50	503	PRECMD/PM50	3	PM50 Easy Comp compressor	PMNP	\$34.38
141	Respiratory Ther/Cardio Pulm	Respironics	332203	Respironics	332203	221756	RESINC/332203	2	332203 BiPap unit	PMNP	\$49.44
142	General Biomedical	Ross	PATROL	Ross Laboratories Div Abbott L	PATROL	2024163	ROSSPR/PATROL	3	Patrol enteral pump	PMNP	\$34.38
143	General Biomedical	Ross	PATROL	Ross Laboratories Div Abbott L	PATROL	2004078	ROSSPR/PATROL	3	Patrol enteral pump	PMNP	\$34.38
144	General Biomedical	Ross	PATROL	Ross Laboratories Div Abbott L	PATROL	2111101	ROSSPR/PATROL	3	Patrol enteral pump	PMNP	\$34.38
145	General Biomedical	Ross	PATROL	Ross Laboratories Div Abbott L	PATROL	2073298	ROSSPR/PATROL	3	Patrol enteral pump	PMNP	\$34.38
146	General Biomedical	Schiller	CARDIOVIT-AT	Schiller Ag	CARDIOVIT-AT	150.00881	SCHILL/CARDIOVIT-AT	2	Cardiovit CS-100 EKG	PMNP	\$351.63
148	General Biomedical	SchucoVac	130	Schuco Inc	130	1.297E+11	SCHUCO/130	2	Model 130	PMNP	\$34.38
149	General Biomedical	SchucoVac	130	Schuco Inc	130	1.297E+11	SCHUCO/130	2	Model 130	PMNP	\$34.38
150	General Biomedical	SchucoVac	130	Schuco Inc	130	19800033514	SCHUCO/130	2	Model 130 suction unit	PMNP	\$34.38



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147	General Biomedical	SchucoVac	130	Schuco Inc	130	11040993	SCHUCO/130	2	Model 130 suction unit	PMNP	\$34.38
158	Low-End Monitoring	Siemens	SC-6002XL	Siemens Medical Systems Inc	SC-6002XL	5512710472	SIEMDS/SC-6002XL	2	SC 6002XL Vital Signs Monitor	PMNP	\$96.25
163	Low-End Monitoring	Siemens	SC-6002XL	Siemens Medical Systems Inc	SC-6002XL	5512709866	SIEMDS/SC-6002XL	2	SC 6002XL Vital Signs Monitor	PMNP	\$96.25
162	Low-End Monitoring	Siemens	SC-6002XL	Siemens Medical Systems Inc	SC-6002XL	5512709964	SIEMDS/SC-6002XL	2	SC 6002XL Vital Signs Monitor	PMNP	\$96.25
161	Low-End Monitoring	Siemens	SC-6002XL	Siemens Medical Systems Inc	SC-6002XL	5512707672	SIEMDS/SC-6002XL	2	SC 6002XL Vital Signs Monitor	PMNP	\$96.25
160	Low-End Monitoring	Siemens	SC-6002XL	Siemens Medical Systems Inc	SC-6002XL	5512709465	SIEMDS/SC-6002XL	2	SC 6002XL Vital Signs Monitor	PMNP	\$96.25
159	Low-End Monitoring	Siemens	SC-6002XL	Siemens Medical Systems Inc	SC-6002XL	5512709670	SIEMDS/SC-6002XL	2	SC 6002XL Vital Signs Monitor	PMNP	\$96.25
165	General Biomedical	Siemens	SC 7000	Siemens Ag	SC 7000	5394361457	SIEMEN/SC 7000	2	SC 7000 vitals monitor	PMNP	\$84.11
164	General Biomedical	Siemens	SC 7000	Siemens Ag	SC 7000	5394375255	SIEMEN/SC 7000	2	SC 7000 vitals monitor	PMNP	\$84.11
156	General Biomedical	Siemens telemetry transmitter	5591537	Siemens Medical Systems Inc	5591537	5102070877	SIEMDS/5591537	2	5591537	PMNP	\$34.38
155	General Biomedical	Siemens telemetry transmitter	5591537	Siemens Medical Systems Inc	5591537	5102069772	SIEMDS/5591537	2	5591537	PMNP	\$34.38
151	General Biomedical	Siemens telemetry transmitter	5591537	Siemens Medical Systems Inc	5591537	5102072180	SIEMDS/5591537	2	5591537	PMNP	\$34.38
154	General Biomedical	Siemens telemetry transmitter	5591537	Siemens Medical Systems Inc	5591537	5600862275	SIEMDS/5591537	2	5591537	PMNP	\$34.38
157	General Biomedical	Siemens telemetry transmitter	5591537	Siemens Medical Systems Inc	5591537	5102255375	SIEMDS/5591537	2	5591537	PMNP	\$34.38
153	General Biomedical	Siemens telemetry transmitter	5591537	Siemens Medical Systems Inc	5591537	5600994765	SIEMDS/5591537	2	5591537	PMNP	\$34.38
152	General Biomedical	Siemens telemetry transmitter	5591537	Siemens Medical Systems Inc	5591537	5102068773	SIEMDS/5591537	2	5591537	PMNP	\$34.38
166	Non-Clinical	Sony	PVM-1343MD	Sony Medical Electronics	PVM-1343MD	2013503	SONY/PVM-1343MD	3	PVM-1343MD Trinitron color monitor	ESNP	\$30.00
167	Non-Clinical	Sony	PVM-1943MD	Sony Medical Electronics	PVM-1943MD	2008458	SONY/PVM-1943MD	3	PVM-1943MD Trinitron color monitor	ESNP	\$30.00
170	Sterilizers - High End	Steris	V116	Steris Corp	V116	0116302-01	STERIS/V116	2	Steam Sterilizer	PMNP	\$2,398.81
168	Sterilizers	Steris	550-DTH	Steris Corp	550-DTH	0406706-056	STERIS/550-DTH	3	Ultrasonic Cleaning System	PMNP	\$893.58
171	General Biomedical	Storz	S-6002	Storz Instrument Co	S-6002	4639	STORZ/S-6002	3	S-6002 lights u rce	PMNP	\$34.38
172	General Biomedical	Timeter	ARIDYNE 3500	Timeter Instrument Corp Allied	ARIDYNE 3500	L32A	TIMETE/ARIDYNE 3500	2	Aridyne 3500 compressor	PMNP	\$34.38
173	General Biomedical	Unico	CS-103	Unico United Products	CS-103	U P200806-17	UNICO/CS-103	3	Colposcope	PMNP	\$158.79



## GE HEALTHCARE

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174	General Biomedical	USSC	AUTOSONIX	United States Surgical Corp	AUTOSONIX	AS 1499	UNISTA/AUTOSONIX	1	Auto Sonix generator	PMNP	\$232.00
175	General Biomedical	Venodyne	Advantage 610	Venodyne Div Advanced Instrume	Advantage 610	992632970	VENODY/Advantage 610	2	Model 510 arthrombic pump	PMNP	\$34.38
177	General Biomedical	Welch Allyn	48740	Welch Allyn Inc Medical Div	48740	N/A	WELCH/48740	4	48740 exam light	PMNP	\$34.38
176	General Biomedical	Welch Allyn	48740	Welch Allyn Inc Medical Div	48740	N/A	WELCH/48740	4	48740 exam light	PMNP	\$34.38
198	General Biomedical	Welch Allyn wall mounted otoscopes	767	Welch Allyn Inc Medical Div	767	N/A	WELCH/767	4	767	ESNP	\$30.00
197	General Biomedical	Welch Allyn wall mounted otoscopes	767	Welch Allyn Inc Medical Div	767	N/A	WELCH/767	4	767	ESNP	\$30.00
178	General Biomedical	Welch Allyn wall mounted otoscopes	48830	Welch Allyn Inc Medical Div	48830	N/A	WELCH/48830	4	48830	ESNP	\$30.00
179	General Biomedical	Welch Allyn wall mounted otoscopes	48830	Welch Allyn Inc Medical Div	48830	N/A	WELCH/48830	4	48830	ESNP	\$30.00
195	General Biomedical	Welch Allyn wall mounted otoscopes	74710	Welch Allyn Inc Medical Div	74710	N/A	WELCH/74710	4	74710	ESNP	\$30.00
194	General Biomedical	Welch Allyn wall mounted otoscopes	74710	Welch Allyn Inc Medical Div	74710	N/A	WELCH/74710	4	74710	ESNP	\$30.00
193	General Biomedical	Welch Allyn wall mounted otoscopes	74710	Welch Allyn Inc Medical Div	74710	N/A	WELCH/74710	4	74710	ESNP	\$30.00
192	General Biomedical	Welch Allyn wall mounted otoscopes	74710	Welch Allyn Inc Medical Div	74710	N/A	WELCH/74710	4	74710	ESNP	\$30.00
191	General Biomedical	Welch Allyn wall mounted otoscopes	74710	Welch Allyn Inc Medical Div	74710	N/A	WELCH/74710	4	74710	ESNP	\$30.00
180	General Biomedical	Welch Allyn wall mounted otoscopes	74710	Welch Allyn Inc Medical Div	74710	N/A	WELCH/74710	4	74710	ESNP	\$30.00
190	General Biomedical	Welch Allyn wall mounted otoscopes	74710	Welch Allyn Inc Medical Div	74710	N/A	WELCH/74710	4	74710	ESNP	\$30.00
196	General Biomedical	Welch Allyn wall mounted otoscopes	74710	Welch Allyn Inc Medical Div	74710	N/A	WELCH/74710	4	74710	ESNP	\$30.00
189	General Biomedical	Welch Allyn wall mounted otoscopes	74710	Welch Allyn Inc Medical Div	74710	N/A	WELCH/74710	4	74710	ESNP	\$30.00
188	General Biomedical	Welch Allyn wall mounted otoscopes	74710	Welch Allyn Inc Medical Div	74710	N/A	WELCH/74710	4	74710	ESNP	\$30.00
187	General Biomedical	Welch Allyn wall mounted otoscopes	74710	Welch Allyn Inc Medical Div	74710	N/A	WELCH/74710	4	74710	ESNP	\$30.00
186	General Biomedical	Welch Allyn wall mounted otoscopes	74710	Welch Allyn Inc Medical Div	74710	N/A	WELCH/74710	4	74710	ESNP	\$30.00
185	General Biomedical	Welch Allyn wall mounted otoscopes	74710	Welch Allyn Inc Medical Div	74710	N/A	WELCH/74710	4	74710	ESNP	\$30.00
184	General Biomedical	Welch Allyn wall mounted otoscopes	74710	Welch Allyn Inc Medical Div	74710	N/A	WELCH/74710	4	74710	ESNP	\$30.00
183	General Biomedical	Welch Allyn wall mounted otoscopes	74710	Welch Allyn Inc Medical Div	74710	N/A	WELCH/74710	4	74710	ESNP	\$30.00
182	General Biomedical	Welch Allyn wall mounted otoscopes	74710	Welch Allyn Inc Medical Div	74710	N/A	WELCH/74710	4	74710	ESNP	\$30.00



GE HEALTHCARE

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181	General Biomedical	Welch Allyn wall mounted otoscopes	74710	Welch Allyn Inc Medical Div	74710	N/A	WELCH/74710	4	74710	ESNP	\$30.00
58	Lights and Tables	Wilmot Castle Company	1520	Castle Co	1520	11424	CASTLE/1520	4	Model 152 mobile OR light	PMNP	\$150.47
TOTAL EQUIPMENT BID											\$27,325.79



## Hourly Rates

<u>Device Type</u>	<u>Out of Scope</u>	<u>After Hours</u>	<u>Saturday</u>	<u>Sunday</u>	<u>Holidays</u>
Biomed	\$170	\$245	\$245	\$315	\$315
Sterilizer	\$190	\$270	\$270	\$345	\$345
Anesthesia	\$300	\$450	\$450	\$595	\$595
Respiratory/Ventilators and Monitoring	\$240	\$365	\$365	\$475	\$475
Phacoemulcifiers/Telemanipulation / Dialysis	\$310	\$450	\$450	\$595	\$595
Lab Analyzer	\$240	\$365	\$365	\$475	\$475



References herein to "Products" and "Services" mean the Products (including equipment and software) and Services identified on the applicable GE Healthcare Quotation ("Quotation").

## 1. General Terms

1.1. Confidentiality. Each party will treat the terms of this Agreement and the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Customer will treat GE Healthcare (and GE Healthcare's third party vendors') software and technical information as confidential information whether or not marked as confidential and shall not use or disclose to any third parties any such confidential information except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to GE Healthcare). The receiving party shall have no obligations with respect to any information which (i) is or becomes within the public domain through no act of the receiving party in breach of this Agreement, (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove, (iii) is independently developed by the receiving party and the receiving party can so prove, or (iv) is received from another source without any restriction on use or disclosure.

1.2. Governing Law. The law of the state where the Product is installed or the Service is provided will govern this Agreement.

1.3. Force Majeure. Neither party is liable for delays or failures in performance (other than payment obligations) under this Agreement due to a cause beyond its reasonable control. In the event of such delay, the time for performance shall be extended as reasonably necessary to enable performance.

1.4. Assignment; Use of Subcontractors. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may transfer and assign this Agreement without the other party's consent to any person or entity (except to a GE Healthcare competitor) that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignees agree, in writing, to be bound by the terms of this Agreement. Subject to such limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. GE Healthcare may hire subcontractors to perform work under this Agreement, provided that GE Healthcare will at all times remain responsible for the performance of its obligations and duties under this Agreement.

1.5. Amendment; Waiver; Survival. This Agreement may be amended only in writing signed by both parties. Any failure to enforce any provision of this Agreement is not a waiver of that provision or of either party's right to later enforce each and every provision. The terms of this Agreement that by their nature are intended to survive its expiration (such as the confidentiality provisions included herein) will continue in full force and effect after its expiration.

1.6. Termination. If either party materially breaches this Agreement and the other party seeks to terminate this Agreement for such breach, such other party shall notify the breaching party in writing, setting out the breach, and the breaching party will have sixty (60) days following receipt of such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may, subject to the terms of Section 1.4.5 of the GE Healthcare Product Terms and Conditions, terminate this Agreement by written notice to the breaching party. For the avoidance of doubt, this Agreement is not terminable for convenience and may only be terminated in accordance with this Agreement. If GE Healthcare determines in good faith at any time that there are legal or regulatory compliance and/or material credit issues with this Agreement, if any, GE Healthcare may terminate this Agreement (including warranty services hereunder) immediately upon written notice to Customer.

## 2. Compliance

2.1. Generally. This Agreement is subject to (i) GE Healthcare's on-going credit review and approval and (ii) GE Healthcare's on-going determination that Customer and this Agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE OR MAY BE SUBJECT TO REGULATION BY THE FDA AND OTHER FEDERAL OR STATE AGENCIES. CUSTOMER SHALL NOT USE OR PERMIT THE PRODUCTS TO BE USED IN ANY MANNER THAT DOES NOT COMPLY WITH APPLICABLE FDA OR OTHER REGULATIONS OR FOR ANY NON-MEDICAL, ENTERTAINMENT, OR AMUSEMENT PURPOSES. Further, Customer represents that it is purchasing the Products for its own use consistent with the terms of this Agreement and that it does not intend to re-sell the Products to any other party or to export the Products outside the country to which GE Healthcare delivers the Products.

2.2. Cost Reporting. Customer represents and warrants that it shall comply with (a) the applicable requirements of the Discount Statutory Exception, 42 U.S.C. 1320a-7b(b)(3)(A), and the Discount Safe Harbor, 42 C.F.R. § 1001.952(h), with respect to any discounts Customer may receive under this Agreement and (b) the Warranties Safe Harbor, 42 C.F.R. § 1001.952(g), with respect to any price reductions of an item (including a free item) which were obtained as part of a warranty under this Agreement. Customer agrees that, if Customer is required to report its costs on a cost report, then (i) the discount must be based on purchases of the same good bought within a fiscal year; (ii) Customer must claim the benefit in the fiscal year in which the discount is earned or in the following year; (iii) Customer must fully and accurately report the discount in the applicable cost report; and (iv) Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. If Customer is an individual or entity in whose name a claim or request for payment is submitted for the discounted items, the discount must be made at the time of the sale of the good; and the Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. GE Healthcare agrees to comply with the applicable requirements for sellers or offerors under the Discount Safe Harbor, as appropriate.

2.3. Site Access Control and Network Security. Customer shall be solely responsible for establishing and maintaining security, virus protection, backup and disaster recovery plans for any data, images, software or equipment. GE Healthcare's Services do not include recovery of lost data or images. Customer shall comply with all applicable laws and regulations related to site access control.

2.4. Environmental Health and Safety. Customer shall provide and maintain a suitable, safe and hazard-free location and environment for the GE Healthcare Products and Services in material compliance with any written requirements provided by GE Healthcare, perform GE Healthcare recommended routine maintenance and operator adjustments, and ensure that any non-GE Healthcare provided Service is performed by, and GE Healthcare Products are used by, qualified personnel in accordance with applicable user documentation. GE Healthcare shall have no obligation to perform Services until Customer has complied with its obligations under this Section.

5. GE Healthcare-Supplied Parts. GE Healthcare can make no assurances that Product performance will not be affected by the use of non-GE Healthcare-supplied parts. In some instances, use of non-GE Healthcare-supplied parts may affect Product performance or functionality.



2.6. Training. Any Product training identified in the Quotation shall be in accordance with GE Healthcare's then-current training program offerings and terms. Unless otherwise stated in the catalog description, training must be completed within twelve (12) months after (i) the date of Product delivery for training purchased with Products and (ii) the start date for Services for training purchased with Services. If training is not completed within the applicable time period, GE Healthcare's obligation to provide the training will expire without refund.

2.7. Medical Diagnosis and Treatment. All clinical and medical treatment and diagnostic decisions are the responsibility of Customer and its professional healthcare providers.

### 3. Disputes; Liability; and Indemnity

3.1. Waiver of Jury Trial. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

3.2. Limitation of Liability. GE HEALTHCARE'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED: (A) FOR PRODUCTS OR SERVICES OTHER THAN SERVICES UNDER AN ANNUAL SERVICE CONTRACT, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR ANNUAL SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR GE HEALTHCARE (NOR THEIR RESPECTIVE REPRESENTATIVES) SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3.3. IP Indemnification. GE Healthcare will defend, indemnify and hold harmless Customer from any third party claims for infringement of intellectual property rights arising from Customer's use of GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation in accordance with their specifications and within the license scope granted in this Agreement. If any such claim materially interferes with Customer's use of such equipment and/or software, GE Healthcare shall, at its option: (i) substitute functionally equivalent non-infringing products; (ii) modify the infringing Product so that it no longer infringes but remains functionally equivalent; (iii) obtain for Customer at GE Healthcare's expense the right to continue to use the infringing Product; or (iv) if the foregoing are not commercially reasonable, refund to Customer the purchase price, as depreciated (based on five (5) year straight-line depreciation), for the infringing Product. Any such claims arising from Customer's use of such infringing Product after GE Healthcare has notified Customer to discontinue use of such infringing Product and offered one of the remedies set forth in clauses (i) through (iv) above are the sole responsibility of Customer. This Section represents Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) regarding any infringement claim associated with such infringing Product. The above indemnification obligation is conditional upon Customer providing GE Healthcare prompt written notice of the infringement claim after receiving notice of such claim, allowing GE Healthcare to control the defense of such claim, and reasonably cooperating with GE Healthcare in such defense. Notwithstanding any other provision in this Agreement, GE Healthcare shall not have any obligation to Customer hereunder for infringement claims based or resulting from: (a) use of such infringing Product in combination with any computer software, tools, hardware, equipment, materials, or services, not furnished, authorized in writing for use by GE Healthcare; (b) use of such infringing Product in a manner or environment or for any purpose for which GE Healthcare did not design or license it, or in violation of GE Healthcare's use instructions; or (c) any modification of such infringing Product by Customer or any third party. GE Healthcare shall not be responsible for any compromise or settlement or claim made by Customer without GE Healthcare's written consent. This indemnification obligation is expressly limited to the GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation.

### 4. Payment and Finance

4.1. Generally. The payment and billing terms for the Product(s) and/or Service(s) are stated in the Quotation.

4.2. Affiliate Billing. If Customer's order includes Products manufactured by more than one GE Healthcare affiliated company, each affiliated company may invoice Customer separately for the portion of the total price under the Quotation attributable to its Products, under the same payment terms specified in the Quotation. There shall be no additional fees or charges to Customer for such separate invoicing.

4.3. Late Payment. Failure to make timely payment is a material breach of this Agreement, for which (in addition to other available remedies) GE Healthcare may suspend performance under any or all GE Healthcare agreements until all past due amounts are brought current. If GE Healthcare so suspends, GE Healthcare will not be responsible for the completion of planned maintenance due to be performed during the suspension period and any product downtime will not be included in the calculation of any uptime commitment. Interest shall accrue on past-due amounts at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Customer will reimburse GE Healthcare for reasonable costs (including attorneys' fees) relating to collection of past due amounts. Any credits that may be due to Customer under an agreement may be applied first to any outstanding balance. If Customer has a good faith dispute regarding payment for a particular Product (or subsystem thereof) or Service, such dispute shall not entitle Customer to withhold payment for any other Product (or subsystem thereof) or Service provided by GE Healthcare. GE Healthcare may revoke credit extended to Customer because of Customer's failure to pay for any Products or Services when due, and in such event all subsequent shipments and Services shall be paid for on receipt.

4.4. Taxes. Prices do not include sales, use, gross receipts, excise, valued-added, services, or any similar transaction or consumption taxes ("Taxes"). Customer shall be responsible for the payment of any such Taxes to GE Healthcare unless it otherwise timely provides GE Healthcare with a valid exemption certificate or direct pay permit. In the event GE Healthcare is assessed Taxes, interest or penalty by any taxing authority, Customer shall reimburse GE Healthcare for any such Taxes, including any interest or penalty assessed thereon. Each party is responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.



# GE Healthcare Service Terms and Conditions

**1. Initial Inventory Verification.** Within ninety (90) days of assuming initial service responsibility, GE Healthcare will complete an inventory of the Product ("Product" means that equipment and software owned or leased by Customer as identified on the applicable GE Healthcare Quotation including GE-equipment and non-GE equipment unless specifically stated) to ensure accuracy. Any Product that cannot be located will be removed from the Product Schedule. Following completion of the inventory, GE Healthcare will provide a copy of the revised Product Schedule for Customer's review and, upon Customer's signed acceptance, the Product Schedule will become final. Upon completion of the inventory, GE Healthcare will make the appropriate adjustments to Total Normal Fixed Charges ("Total Normal Fixed Charges" means the total fixed amount to be paid under an Agreement for Support ("Service Agreement"). It does not include additional charges for services, other items not covered by the Service Agreement but requested by Customer, or any variable charges, if any. GE Healthcare reserves the right to perform periodic additional audits to confirm then-existing inventory.

**2. Product Inspection.** Any Product covered under this Service Agreement must be in safe, normal operating condition and substantially in compliance with OEM specifications ("Operating Condition") when added to the Product Schedule. GE Healthcare may inspect any Product that has been without GE Healthcare warranty or Service Agreement coverage for more than thirty (30) days. The Service Agreement will be effective for such Product only after a GE Healthcare service representative has determined its eligibility. If service or initial repair is required, the cost will be separately invoiced to Customer at GE Healthcare's then-current list prices.

**3. Modifications.** Customer is responsible for notifying GE Healthcare to the extent it proposes to add items to the Service Agreement. Customer agrees that changes to Products covered under the Service Agreement may require GE Healthcare to modify the price charged and/or the terms of the service to be provided by GE Healthcare. Any services provided by GE Healthcare at Customer's request that are not covered by the Service Agreement will be furnished at GE Healthcare's then-current standard applicable contract rate.

**4. Inflation Adjustment.** After the first year of the Service Agreement, but no more than annually, GE Healthcare may adjust the service fees by an amount no more than the prior twelve (12)-month increase in the U.S. Bureau of Labor Statistics (BLS) Employment Cost Index (ECI) for "Installation, Maintenance and Repair (not seasonally adjusted, total compensation)", or any replacement index as determined by the BLS. This adjustment shall be no more than five percent (5%) annually and Customer will be notified by GE Healthcare at least sixty (60) days prior to any adjustment.

**5. Warranties.** GE Healthcare warrants that its services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. The foregoing service remedies are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liabilities) for service warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WILL APPLY. GE Healthcare may use refurbished parts during service as long as it uses the same quality control procedures as for new parts. Any part for which GE Healthcare has supplied a replacement shall become GE Healthcare property.

**Software License.** GE Healthcare grants to Customer a non-exclusive, non-transferable license to use for internal business only the GE Healthcare software, third-party software and associated documentation provided hereunder by GE Healthcare to Customer, subject to the license scope and other restrictions set forth in this Service Agreement. Customer may permit its employees, agents and independent contractors to use the software and associated documentation consistent with this Service Agreement; provided, however, that Customer shall be responsible for any acts of its employees, agents and/or independent contractors which are inconsistent with this Service Agreement. Customer may only use any third-party software provided by GE Healthcare together with the GE Healthcare software and will comply with all third-party software license terms included in any click or shrink wrap license or of which GE Healthcare otherwise makes Customer aware. Without GE Healthcare's prior written consent, Customer may not: (i) copy, sublicense, distribute, rent, lease, loan, resell, modify or translate the software or create derivative works based thereon; (ii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the software; (iii) provide service bureau, time share or subscription services based on the software; or (iv) remove, obscure or modify any markings, labels or any notice of the proprietary rights, including copyright, patent and trademark notices of GE Healthcare or its licensors. Customer may make one copy of the software solely for backup purposes. GE Healthcare and its licensors, as applicable, retain all ownership and intellectual property rights to the software and documentation. No license rights are granted (whether by implied license or otherwise), to Customer, except as specifically provided in this section.

**7. Independent Contractor.** GE Healthcare and Customer are independent contractors and nothing contained in this Service Agreement is intended nor shall it be construed as creating a fiduciary relationship, partnership or joint venture between the parties, except as otherwise agreed in writing by the parties.

**8. Customer Responsibilities.** In addition any other Customer Responsibilities throughout this Service Agreement, Customer is responsible for the following:

- Ensuring satisfactory power quality and grounding for all Products.
- Providing all operating and maintenance manuals, warranty information, OEM maintenance requirements, and related materials, including diagnostic software and other tools, pertaining to each non-GE Product. GE Healthcare will acquire any additional necessary operating and maintenance materials that are available at Customer's expense. All such operating and maintenance materials will remain or become Customer property.
- Repair, replacement, or disposal of any accessories, power supply equipment, uninterruptible power supplies or consumable items, including but not limited to: batteries, cassettes, copier drums, electrodes, fiber optics, fiber optic bundles, filters, laser tubes, film magazines, patient cables, radiation sources, refrigeration compressors, styli, radiation shields, overhead lights or software. Additionally, Customer is responsible for any cosmetic repairs to the Products.
- Updates for non-GE manufactured Products, as are subject to the policies and conditions imposed by the relevant manufacturer.
- Prior to the commencement of any services hereunder, provide to GE Healthcare (and those employees that will be working on Customer's site) a list of all chemicals or hazardous materials (e.g., asbestos, lead, mercury) located in or on Customer's site that GE Healthcare's employees may be exposed to and/or expected to handle and any associated Material Safety Data Sheets. Customer shall take all necessary and legally required precautions for the health and safety of GE Healthcare personnel who will be performing service at the site, including taking all necessary or legally required actions to properly store, remove and/or remediate any safety conditions or hazardous materials, as well as, maintain a reasonably safe operating environment in accordance with legal requirements so that GE Healthcare can safely perform the services.





- System Database Management (backup, data integrity, archiving, etc.) and network security (maintaining secure network, network security components, firewalls and security related hardware and/or software).
- Designating a Customer employee (and an alternate) to as Customer's Product administrator. Such employees will have the necessary technical knowledge and expertise to reasonably assist GE Healthcare technical personnel in performing service, and will place service calls in accordance with those GE Healthcare protocols provided to Customer in writing.

**9. End of Product Support Announcement (Non-GE Product).** Customer agrees to provide GE Healthcare with all information Customer receives regarding end of product life announcements. Regardless of whether Customer provides GE Healthcare with proper notification from the OEM, GE Healthcare may, at its option, remove end-of-life Products from the Product Schedule effective as of the end-of-product life date announced by the OEM. Alternatively, GE Healthcare will move such Products to the End of Life Offering applicable to the specific Product.

**10. End of Support Announcement (GE Product).** If GE Healthcare announces to its customers that it will no longer offer support ("End of Life") for a Product or component, then upon at least twelve (12) months' prior written notice to Customer, GE Healthcare may, at its option, remove any such item from all GE Healthcare Service Agreements, with an appropriate adjustment of charges, without otherwise affecting such Service Agreements. GE Healthcare will use commercially reasonable efforts to continue its support obligations under the Service Agreement for any Product or component that is approaching its End of Life for as long as it is covered by the Service Agreement. Alternatively, at the request of Customer GE Healthcare will move such GE Product to the applicable End of Life Offering.

**11. Connectivity (Applies Only to Products with InSite™ or iLinq™).** Customer will provide GE Healthcare with access via connection validated by GE Healthcare for the Product such as an internet connection, VPN persistent access, or other secure remote access reasonably requested by GE Healthcare to permit GE Healthcare to perform support services and meet service levels, including remote diagnostic, monitoring and repair services. If Customer does not permit GE Healthcare to connect via a connection validated by GE Healthcare for the Product and the service representative must therefore be dispatched to the Customer site, then the Customer will pay GE Healthcare at GE Healthcare's then-current standard applicable contract overtime rate for services performed by the service representative. Unless Customer specifically requests in writing that GE Healthcare disable the remote connection, the remote connection will continue to connect to Customer's Products following expiration of any Service Agreement. For Products not covered by a current Service Agreement, GE Healthcare disclaims any obligation to monitor such products via a remote connection or advise Customer of any possible Product error or malfunction.

**12. Return to Manufacturer Authorization ("RMA") / Repair Depot.** If GE Healthcare, at its sole discretion requires that Customer return Products for service to the GE Healthcare Repair Depot, in lieu of GE Healthcare servicing on-site, such repair service is included at no additional charge. Customer is responsible for any damage incurred during shipment from Customer facility to GE Healthcare Repair Depot.

**13. Exclusions.** Unless expressly indicated on the Product Schedule, this Service Agreement does not cover:

- X-ray tubes, image intensifier tubes, detectors, crystals, probes, user-replaceable parts and supplies (e.g. rubber and elastomer goods, such as breathing circuits, including filters, water traps, tubes, masks, and bags), batteries (unless it requires machine disassembly AND are specified to be replaced on the OEM planned maintenance procedures), user-replaceable cartridges, and cosmetic upgrades or any other parts used to correct/enhance the aesthetic appearance of the Product; GE Healthcare will charge Customer separately for such items;
- Any defect or deficiency (including failure to conform to Product Specifications and/or Documentation, as applicable) that results, in whole or in part, from any improper storage or handling, failure to maintain the Product in the manner described in any applicable instructions or specifications, inadequate back-up or virus protection or any cause external to the Product or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris;
- Payment or reimbursement of any facility costs arising from repair or replacement of the Product;
- Any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer, unless such coverage is provided by GE Healthcare as indicated on the Product Schedule;
- Expendable supply items;
- Stockpiling of replacement parts;
- Any non-GE hardware or software that was not commercially available from the OEM on the date such hardware or software was installed, including but not limited to experimental and proprietary hardware or software;
- Service required under an OEM's warranty or with respect to Product upgrades, installations, certification surveys or Product relocation;
- Consultation, training or other assistance with Customer use, development, or modification of any items or materials, including software and protocols, not provided by GE Healthcare;
- Installation, including reusing existing facilities and temporary installation for testing, training, and other purposes;
- For MR systems, any defect or deficiency that results, in whole or in part, from failure of any water chiller system supplied by Customer or service to any water chiller systems supplied by Customer; and
- For network and antenna installations not provided by GE Healthcare or its authorized agent(s), network and antenna system troubleshooting will be billable at GE Healthcare's standard service rates.

## 14. Product Specific Schedules

### 14.1. CT Specific Schedule.

**14.1.1. Annual CT Usage Adjustment.** Normal Fixed Charges have been determined according to Customer's estimate of annual total patient exam volume. GE Healthcare will monitor system usage and tube usage based on patient exams, or in slices depending on Customer's system. When usage is measured in slices, GE Healthcare will infer an approximate number of total patient exams according to the conversion 40 slices = 1 Patient Exam.



("Patient Conversion"). Where usage is monitored by slices, if GE Healthcare determines, based on the Patient Conversion, that Customer's actual annual patient exam volume may exceed Customer's estimate or any later-revised usage level, GE Healthcare will request, and Customer agrees to provide, reasonable written verification of the actual annual total patient exam volume. GE Healthcare may adjust Normal Fixed Charges ("Normal Fixed Charges" means the amount of the periodic payments for Support, as specified in the Service Agreement), based on actual usage at anytime, but not more than once every twelve (12) months. Adjustments shall be made to future billings only.

## 14.2. X-Ray Tube Schedule.

14.2.1. CT/X-RAY Tube Support; New Tube (N) Coverage. If indicated on the Product Schedule, GE Healthcare will install a new tube when the term of this Service Agreement begins. Customer agrees to pay GE Healthcare for this tube at the end of this Service Agreement, at GE Healthcare's then-prevailing tube price, upon receipt of GE Healthcare's invoice.

14.2.2. GE Healthcare's Additional Responsibilities for X-Ray Tube Support. GE Healthcare will provide, on an exchange basis, X-Ray tubes GE Healthcare normally sells to replace failed X-Ray tubes in Customer's Product. As part of this service, GE Healthcare will perform a basic Product inspection to verify the overall operation of the Product. Tube Coverage does not cover Product service or repair. If a tube failure occurs within thirty (30) days after GE Healthcare installs a tube, GE Healthcare will waive its installation charge for its installation of the replacement tube, provided (i) the replacement tube installation is during GE Healthcare's applicable coverage hours, (ii) GE Healthcare determines that the tube failure was not caused by a Product problem, and (iii) GE Healthcare determines that Customer has fulfilled all Customer responsibilities with respect to the affected Product under this Service Agreement during the applicable time period. If GE Healthcare determines the Product has a problem that has materially affected or could materially affect tube operation or usage, Customer must correct the problem before the replacement tube will be installed.

## 14.2.3. Customer Additional Responsibilities for X-Ray Tube Support.

- Customer will maintain a Product maintenance and repair program, including tube warm up, strictly in accordance with written planned maintenance and repair requirements GE Healthcare provides to Customer.
- Customer will repair the Product only with repair parts that meet GE Healthcare's repair part specifications.
- Customer will protect the Product configuration against alteration except as authorized in writing by GE Healthcare or performed by GE Healthcare or GE Healthcare's contractor.
- An operating tube of Customer's will already be in the Product when the term of this Service Agreement begins. No credit will be provided to Customer for its operating tube; there will be no charge to Customer for the tube in the Product at the end of this Service Agreement.

## 14.3. MR Schedule.

14.3.1. Magnet Maintenance for MR systems with Lhe/Ln and Shield Cooler Configured Magnets and Condenser Configured Magnets (K4 Technology). The following terms apply if Magnet Maintenance coverage is indicated on the Product Schedule:

### GE Healthcare Responsibilities:

- Adjust, repair, or replace, at GE Healthcare's option, covered components (MR magnet, cryostat, coldhead, cryo-cooler compressor, shim coils).
- Monitor the level of cryogenics within the magnet's cryostat, based on Customer's cryostat meter readings.
- Perform cryostat vacuum re-pumping at intervals OEM deems appropriate.
- Perform magnetic field homogeneity adjustments to the extent required by a magnet ramping and/or covered component adjustment, repair, or replacement.

### Customer Responsibilities:

- Ensure that any cryo-cooler system of the Product (including those in vans or trailers in transit) is in operation at all times and that GE Healthcare is immediately notified if it is not.
- Ensure that the water chiller system used in conjunction with the cryo-cooler system of the Product (including those in vans or trailers in transit) is in operation at all times and suitably maintained.

14.3.2. Magnet Maintenance for MR Systems With Permanent Magnets. The following terms apply if indicated on the Product Schedule:

- GE Healthcare will perform magnetic field homogeneity adjustments to the extent required by a covered component adjustment, repair, or replacement.

14.3.3. Cryogen Coverage for all MR systems. The following terms apply if indicated on the Product Schedule:

### GE Healthcare Responsibilities:

- Refill the cryostat with cryogenics as necessary.
- Schedule the delivery of cryogenics to the site.
- Transfer cryogenics to the Product's cryostat. Unless otherwise agreed, cryogen transfill service will occur between 9 PM and 6 AM. GE Healthcare is not liable for any loss of cryogenics during transfer to the cryostat and makes no representation regarding transfer efficiency.

### Customer Responsibilities:

- Inform GE Healthcare in writing of Customer designated cryogen representative for the delivery of cryogenics to the site, authorize Customer designated cryogen representative to act with Customer's full authority to provide GE Healthcare accurate cryostat meter readings and receive notifications from GE Healthcare relative to cryogen quantity and delivery schedules (for Lhe/Ln and shield cooler configured magnets only).
- Provide an appropriate delivery dock and storage facility.



14.3.4. Cryogen Cost Increases. In the event that GE Healthcare's cost for cryogens increases or decreases by more than fifteen percent (15%), as measured against GE Healthcare's cost as of the effective date of this Service Agreement or the cost to GE Healthcare on the date of the most recent adjustment, if any, under this paragraph, GE Healthcare may increase or decrease Customer's Normal Fixed Charges under this Service Agreement in an amount equal to such cost increase upon no less than sixty (60) days' prior written notice to Customer.





For Equipment identified on the attached Schedule as "Full Service with Parts (FSWP)", "Full Service no Parts (FSNP)", Planned Maintenance with Parts (PMWP)", Planned Maintenance no Parts (PMNP)" or Electrical Safety no Parts (ESNP)", GE Healthcare will provide the following:

## Service Coverage Options

### FSWP 24x7

Full Service with Parts, 24 hours per day, 7 days a week. This coverage includes all repair labor and required parts to perform covered repairs, planned maintenance inspections including performance verification, and electrical safety inspections.

### FSNP 24x7

Full Service No Parts, 24 hours per day, 7 days a week. This coverage includes all repair labor required to perform covered repairs, planned maintenance inspections including performance verification. Parts are not included.

### FSWP 8x5

Full Service with Parts, 8 hours per day, 5 days a week. This coverage, performed during an 8-hour period agreed to between Customer and GE Healthcare, includes all repair labor and required parts to perform covered repairs, planned maintenance inspections including performance verification, and electrical safety inspections.

### FSNP 8x5

Full Service No Parts, 8 hours per day, 5 days a week. This coverage, performed during an 8-hour period agreed to between Customer and GE Healthcare, includes all repair labor to perform covered repairs, planned maintenance inspections including performance verification, and electrical safety inspections. Parts are not included.

### PMWP 24x7

Planned Maintenance with Parts, 24 hours per day, 7 days a week. This coverage includes all labor and required parts to perform planned maintenance inspections including performance verification, and electrical safety inspections.

### PMNP 24x7

Planned Maintenance without Parts, 24 hours per day, 7 days a week. This coverage includes all labor required to perform planned maintenance inspections including performance verification, and electrical safety.

### PMWP 8x5

Planned Maintenance with Parts, 8 hours per day, 5 days a week. This coverage, performed during an 8-hour period agreed to between Customer and GE Healthcare, includes all repair labor and required parts to perform planned maintenance inspections including performance verification, and electrical safety inspections.

### PMNP 8x5

Planned Maintenance without Parts, 8 hours per day, 5 days a week. This coverage, performed during an 8-hour period agreed to between Customer and GE Healthcare, includes all repair labor to perform planned maintenance inspections including performance verification, and electrical safety inspections. Parts are not included.

### ESNP 8x5

Electrical Safety, No Parts. 8 hours per day, 5 days a week. This coverage covers electrical safety inspection of the equipment only. Parts are not included.

## Non-covered service events

Service occurring outside the applicable hours of coverage and services not covered by the selected coverage will be billed to the customer at GE Healthcare's then-current contract overtime (OT) rates for the applicable Equipment.

## Planned Maintenance Performance Commitment

GE Healthcare will perform all planned maintenance in accordance with this Agreement. If with respect to any rolling 12 month period, measured on a semiannual basis, GE Healthcare should fail to complete planned maintenance on covered Equipment at the facility in the percentages indicated in the table below, GE Healthcare will provide a credit against future Normal Fixed Charges in the amount in the table. Alternatively, at GE Healthcare's sole option, GE Healthcare may refund to you an amount equal to the indicated credit. The credit or refund will be calculated by multiplying the indicated percentage by the Annual Fixed Charge paid with respect to the Equipment covered at the facility as Bio Medical Service during the prior 12 months.

% of PM Compliance in 12-Month Period	Credit
>95%	0
90%-94.9%	0.5%
<90%	1.75%

To be eligible for a credit or refund under the foregoing Commitment, a facility must maintain its cannot locate/unavailable equipment at <1% of its total Bio-Med Equipment inventory during the applicable rolling 12-month. Cannot locate/unavailable equipment means clinical equipment that cannot be located or is unavailable for Planned Maintenance service at the scheduled time. Planned Maintenance scheduled for clinical equipment that is not in operating condition or in unsuitable condition for maintenance due to non-service related issues shall not be counted as either completed to not completed for the purposes of this calculation.



Notwithstanding the above, you will not be entitled to any remedy if GE Healthcare's failure to provide planned maintenance results from (i) your default, or (ii) any cause beyond GE's Healthcare's control. Other than Customer's remedies under Termination (Standard Terms and Conditions) and Default (Additional Terms and Conditions for Service), the above is your sole and exclusive remedy for GE Healthcare's failure to meet its planned maintenance performance commitment.

## AssetPlus CE

The AssetPlus CE portal enables you to access, through the Internet, inventory and equipment management information related to clinical and non-clinical assets. The 3 types of decision support information are collectively referred to as the "Information." GE Healthcare reserves the right to upgrade, modify, replace or delete portions of the Information, web site, and Related Materials at any time during the Term.

- Equipment Management: Asset listings with ownership, location, and characteristics information that can be filtered and sorted by the user.
- Service Histories: Corrective and preventive maintenance management information on clinical and non-clinical assets including labor, parts and cause/corrective action information.
- Basic Reporting: After filtering and sorting data, an export to Excel provides convenient, customized reporting for the user.

## Subscription

GE Healthcare provides you a subscription allowing you to access Information obtained by GE Healthcare relating to clinical systems covered under this Agreement through the AssetPlus web site specified by GE Healthcare. During the term of your subscription, you are granted a limited, non-exclusive, non-transferable right to search, retrieve, display, download, print and use the Information solely at the Site for internal business use only. User ID and password (or other security process defined by GE Healthcare) will control access to the Information. You will manage password assignment and confidentiality. The subscription does not allow you to input or modify Information accessed through the AssetPlus portal.

You will not (i) de-compile or reverse engineer any of the associated software and other content and materials related to the Information ("Related Materials"); (ii) sell, sub-license, distribute, or commercially exploit the Information or the Related Materials; (iii) make the Information or any of the Related Materials available to any third party through any means or media; or (iv) modify, publish, transmit, participate in the license, transfer, or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit the Information or any of the Related Materials, in whole or in part, without the prior written consent of GE Healthcare.

## Ownership and Use of Intellectual Property Rights

The Information and Related Materials are the property of GE Healthcare and are protected by copyright and other intellectual property laws of the United States and by applicable international treaties. All rights with regard to the Information are reserved to GE Healthcare. No rights are transferred to you by virtue of this subscription except as specifically provided in this subscription. You agree to abide by all copyright notices, information, or restrictions.

## Third Party Contents and Links

GE Healthcare may provide through this subscription third party content or links to third party content. GE Healthcare is not responsible for this content and may remove such content at any time during the Term. The terms and conditions for use of such content, including privacy policies applicable to such content, are determined solely by the third party, and not by GE Healthcare.

## Customer's Additional Responsibilities

- Comply with the requirements of any implementation guidelines, security procedures or other instructions provided by GE Healthcare, including any requirements to have access to any commercially available software, media player or other technology reasonably necessary for access to or use of the Information.
- Use the Information and Related Materials solely in accordance with this Agreement and in accordance with applicable law.
- Not rely on the Information or Related Materials in your preparation of any reimbursement claim, cost report or similar reports.
- Not add or link to the web site any content or links that infringe the trademark, copyright, patent or other rights of any third party.

## GE Healthcare's Additional Responsibilities

- Host the AssetPlus Portal on its own equipment during the Term.
- Provide you access to and use of the Information and Related Materials during the Term consistent with this Agreement.
- Provide you with Support relating to the AssetPlus Portal during Coverage Hours.
- Use commercially reasonable efforts to make available during your business hours the Information and Related Materials during the Term.
- Use commercially reasonable efforts to gather data contemplated this Agreement from your Equipment and other systems.
- Provide the Information and Related Materials solely in accordance with this subscription agreement and in accordance with applicable law.

## Disclaimer of Warranties

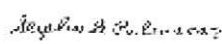
NOTWITHSTANDING THE LIMITED WARRANTIES SECTION IN THE MASTER TERMS AND CONDITIONS, GE Healthcare EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE INFORMATION AND RELATED MATERIALS, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE WITH ENJOYMENT, AND TITLE. DUE TO THE NUMBER OF SOURCES FROM WHICH INFORMATION IS OBTAINED, AND THE INHERENT HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS, OR INACCURACIES. THE INFORMATION AND RELATED MATERIALS COULD INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND MAY NOT BE AVAILABLE WITHOUT INTERRUPTION.

## Training

At your request and in conjunction with the activation of your initial subscription, GE Healthcare or its agent will provide one-time per-site training in the use of the AssetPlus Portal, the Information and the Related Materials (regardless of the number of pieces of Equipment for which you have a subscription). Additional applications training may be purchased separately and charges for such training will be in accordance with GE's then-prevailing rates for such services.



## STANDARD CERTIFICATE OF INSURANCE - STD116250

THIS CERTIFICATE IS NOT A POLICY OF INSURANCE AND IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.		THIS DOCUMENT SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED UNDER THIS NUMBER.				
<b>COMPANIES AFFORDING COVERAGES</b>		<b>COMPANY LETTER A ELECTRIC INSURANCE COMPANY</b>				
<b>NAME AND ADDRESS OF INSURANCE COMPANY:</b> ELECTRIC INSURANCE COMPANY 75 SAM FONZO DRIVE, BEVERLY, MA 01915  LDI COI 278928 11 11		<b>COMPANY LETTER B</b>				
		<b>COMPANY LETTER C</b>				
<b>NAME AND ADDRESS OF INSURED:</b> GE Healthcare - 3000 North Grandview Blvd, Waukeesa, WI 53188 USA		<b>COMPANY LETTER D</b>				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, CERTAIN POLICIES MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).						
COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY		
					EACH OCCURRENCE	AGGREGATE
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL FORM <input checked="" type="checkbox"/> PREMISES-OPERATIONS <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> BLANKET CONTRACTUAL <input checked="" type="checkbox"/> ADVERTISING LIABILITY <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> SEPARATION OF INSUREDS <input checked="" type="checkbox"/> PERSONAL INJURY <input checked="" type="checkbox"/> CLINICAL TRIALS <input checked="" type="checkbox"/> OCCURRENCE FORM	GL 12-1	1/1/12 TO 1/1/13	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 2,500,000	\$5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> ALL OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED	ML 12-2	1/1/12 TO 1/1/13	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$2,500,000	
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> FOLLOWING FORM	XS 12-1	1/1/12 TO 1/1/13	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$2,500,000	\$5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> INCLUDES WISCONSIN AND JONES ACT COVERAGE AND "ALL STATES" ENDORSEMENT	WC 12-1	1/1/12 TO 1/1/13	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT DISEASE - POLICY LIMIT DISEASE - EACH EMPLOYEE	 \$2,500,000 \$2,500,000 \$2,500,000	   
<b>LOCATION:</b> REMARKS: THE POLICIES REFERENCED ABOVE HAVE BEEN ENDORSED TO PROVIDE THE FOLLOWING NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.						
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
<b>NAME AND ADDRESS OF CERTIFICATE HOLDER:</b> GE Healthcare, 3000 N. Grandview Blvd, Waukeesa, WI 53188				<b>DATE ISSUED: 12/14/2011</b>   <b>STEPHEN G. PALENSCAR</b> Authorized Representative		





## GE Healthcare

**Michelle D. Mueller**  
Senior Counsel

3000 North Grandview Boulevard  
W-400  
Waukesha, WI 53188

T 262-513-4198  
F 262 544 3573  
michelle.mueller@ge.com

Re: Business Associate Addendum

Ladies and Gentlemen:

GE Healthcare has received your request to enter into a Business Associate Addendum ("BAA"). In order to address the high volume of BAA requests from our customers in a timely and uniform manner, it has been our procedure to use the attached BAA, which addresses both the HIPAA Privacy and Security Rule requirements, as well as the HITECH Act regulations.

If this BAA is acceptable, please write in the "Covered Entity" name, address and any covered subsidiaries in the attached BAA, and return a countersigned copy to me via e-mail (scanned .pdf file) or by fax at the number above. This BAA will cover all legal entities within GE Healthcare.

Please feel free to contact me if you have any questions or concerns.

Regards,

Michelle Mueller  
Senior Counsel

Enc.

## HIPAA Business Associate Addendum

---

and

GE Healthcare

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This Business Associate Addendum ("Addendum"), effective on the last signature date below, is entered into by and between General Electric Company, through its division, GE Healthcare, on behalf of itself and its affiliates ("GE Healthcare"), and \_\_\_\_\_ with an address at \_\_\_\_\_ - on behalf of itself and its subsidiaries listed on Schedule A attached hereto ("Covered Entity") (each a "Party" and collectively the "Parties").

### 1. BACKGROUND AND PURPOSE.

The Parties have entered into, and may in the future enter into, one or more agreements, that require GE Healthcare to perform a service, function or activity involving the Use or Disclosure of PHI (as defined in Section 2.2) (the "Underlying Contract(s)"), that is subject to the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191 (Aug. 21, 1996), its implementing regulations, the Health Information Technology for Economic and Clinical Health Act ("HITECH") and its implementing regulations (collectively, "HIPAA"). This Addendum shall supplement and/or amend each of the Underlying Contract(s) only with respect to GE Healthcare's receipt, Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow both parties to comply with HIPAA.

### 2. DEFINITIONS.

2.1 Capitalized terms used but not otherwise defined in this Addendum shall have the same meaning as the meaning ascribed to those terms in HIPAA.

2.2 "EPHI" means PHI (as defined in Section 2.3) transmitted or maintained in Electronic Media.

2.3 "PHI" shall have the same meaning as the term "Protected Health Information" in 45 CFR 160.103, limited to the information created or received by GE Healthcare from or on behalf of the *Covered Entity*, including, but not limited to EPHI.

### 3. OBLIGATIONS OF BUSINESS ASSOCIATE.

To assure that the *Covered Entity* and GE Healthcare may achieve and maintain compliance with the requirements of HIPAA, GE Healthcare agrees to:

3.1 Not Use or Disclose PHI other than as permitted by this Addendum, the Underlying Contract(s) or as Required By Law. GE Healthcare may (a) Use and Disclose PHI to perform its obligations as set forth in the Underlying Contract(s); (b) Use PHI for the proper management and administration of GE Healthcare or to carry out its legal responsibilities; (c) Disclose PHI to a third party for the proper management and administration of GE Healthcare or to carry out its legal responsibilities, if such Disclosure is Required By Law or if GE Healthcare obtains reasonable assurances from the recipient that the recipient will keep the PHI confidential. Use or further Disclose the PHI only as Required By Law or for the purpose for which it was Disclosed to the recipient, and notify GE Healthcare of any instances of which it is aware in which the confidentiality of the PHI has been breached; (d) Use PHI to provide data aggregation services relating to the health care operations of *Covered Entity*; (e) Use or Disclose PHI to report violations of the law to law enforcement, subject to 45 CFR § 164.512(f); and (f) Use PHI to create de-identified information consistent with the standards set forth at 45 CFR § 164.514;



3.2 Use reasonable and appropriate safeguards to prevent Use or Disclosure of PHI, except as permitted or required by this Addendum;

3.3 Use reasonable and appropriate administrative, physical and technical safeguards to protect the Confidentiality, Integrity and Availability of EPHI;

3.4 If GE Healthcare becomes aware of a Use or Disclosure of PHI in violation of this Addendum by GE Healthcare or by a third party to which GE Healthcare Disclosed PHI, report any such Use or Disclosure to the Covered Entity without unreasonable delay;

3.5 Report any Security Incident involving unsecured PHI of which it becomes aware in the following manner: (a) any actual, successful Security Incident will be reported to the Covered Entity in writing without unreasonable delay and if practicable within five (5) business days, and (b) any attempted, unsuccessful Security Incident of which GE Healthcare becomes aware will be reported to the Covered Entity orally or in writing on a reasonable basis, upon request by the Covered Entity. If the HIPAA security regulations are amended to remove the requirement to report unsuccessful attempts at unauthorized access, the requirement hereunder to report such unsuccessful attempts will no longer apply as of the effective date of the amendment;

3.6 Following the determination of the occurrence of a Breach of Unsecured PHI, notify the Covered Entity of such Breach in accordance with 45 CFR § 164.410 without unreasonable delay, and exercise commercially reasonable efforts to provide such notice to Covered Entity within five (5) business days, but in no case later than sixty (60) days after discovery of the Breach;

3.7 Require all of its subcontractors and agents that receive, Use or have access to PHI to agree, in writing, to adhere to the same restrictions and conditions on the Use or Disclosure of PHI that apply to the GE Healthcare pursuant to this Addendum;

3.8 Make internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by GE Healthcare on behalf of the Covered Entity available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with HIPAA;

3.9 Provide documentation regarding Disclosures that would have to be included in an accounting of Disclosures to an Individual under 45 CFR 164.528 as amended by HITECH, within a reasonable amount of time of receipt of a request from the Covered Entity;

3.10 If, and to the extent that GE Healthcare maintains a Designated Record Set of Covered Entity, within fifteen (15) business days of receipt of a written request by the Covered Entity for access to PHI about an Individual contained in the Designated Record Set, make available to the Covered Entity such PHI for so long as GE Healthcare maintains such information in the Designated Record Set. If GE Healthcare receives a request for access to PHI directly from an Individual, GE Healthcare shall direct the Individual to contact the Covered Entity directly;

3.11 If, and to the extent that GE Healthcare maintains a Designated Record Set of Covered Entity, within fifteen (15) business days of receipt of a written request from the Covered Entity for the amendment of an Individual's PHI contained in the Designated Record Set, provide the Covered Entity such information to the Covered Entity for amendment and incorporate any such amendments in the PHI (for so long as GE Healthcare maintains such information in the Designated Record Set) as required by 45 C.F.R. 164.526. If GE Healthcare receives a request for amendment to PHI directly from an Individual, GE Healthcare shall direct the Individual to contact the Covered Entity directly; and

3.12 Mitigate, to the extent practicable, any harmful effects (known to GE Healthcare) from any Use or Disclosure of PHI by GE Healthcare not permitted by this Addendum.



#### 4. OBLIGATIONS OF COVERED ENTITY.

4.1 Covered Entity agrees to timely notify GE Healthcare, in writing, of any arrangements between the Covered Entity and the Individual that is the subject of PHI that may impact in any manner the Use and/or Disclosure of that PHI by GE Healthcare under this Addendum.

4.2 Covered Entity shall not request GE Healthcare to use or disclose PHI in any manner that would not be permissible under HIPAA if done directly by Covered Entity.

4.3 Covered Entity represents that, to the extent Covered Entity provides PHI to GE Healthcare, such PHI is the minimum necessary PHI for the accomplishment of GE Healthcare's purpose.

4.4 Covered Entity represents that, to the extent Covered Entity provides PHI to GE Healthcare, Covered Entity has obtained the consents, authorizations and/or other forms of legal permission required under HIPAA and other applicable law.

#### 5. TERMINATION BY COVERED ENTITY.

5.1 Should the Covered Entity become aware of a pattern of activity or practice that constitutes a material breach of a material term of this Addendum by GE Healthcare, the Covered Entity shall provide GE Healthcare with written notice of such breach in sufficient detail to enable GE Healthcare to understand the specific nature of the breach. Covered Entity shall be entitled to terminate the Underlying Contract associated with such breach if, after the Covered Entity provides the notice to GE Healthcare, GE Healthcare fails to cure the breach within a reasonable time period of not less than thirty (30) days specified by the Covered Entity in such notice; provided, however, that such time period specified by the Covered Entity shall be based on the nature of the breach involved.

5.2 At the termination of the Underlying Contract(s), GE Healthcare shall return to the Covered Entity or destroy, if feasible, any and all PHI in its possession and retain no copies. If GE Healthcare reasonably determines that such return or destruction is not feasible, GE Healthcare shall so notify the Covered Entity and extend the protections of this Addendum to the information and limit further Uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

#### 6. MISCELLANEOUS.

6.1 **Interpretation.** In the event of a conflict between this Addendum and an Underlying Contract, this Addendum shall prevail to the extent necessary to allow the Covered Entity and GE Healthcare to comply with HIPAA. Except as supplemented and/or amended by this Addendum, the terms of an Underlying Contract shall continue unchanged and shall apply with full force and effect to govern the matters addressed in the Underlying Contract.

6.2 **No Third Party Beneficiaries.** Nothing in this Addendum shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

6.3 **Amendment.** To the extent that any relevant provision of HIPAA is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Addendum to give effect to these revised obligations. In addition, the parties acknowledge and agree that HITECH imposes new requirements with respect to privacy, security and breach notification and contemplates that such requirements shall be implemented by regulations to be adopted by HHS. The HITECH provisions applicable to business associates will be collectively referred to as the "HITECH BA Provisions". The provisions of HITECH and the HITECH BA Provisions are hereby incorporated by reference into this Addendum as if set forth in this Addendum in their entirety. Notwithstanding anything to the contrary, the HITECH BA Provisions will be effective: (a) with respect to any security breach notification

provision, September 23, 2009; and (b) with respect to the other HITECH BA Provisions, February 17, 2010 or such subsequent date as may be specified in HITECH or applicable final regulations.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf.

**COVERED ENTITY**

**GENERAL ELECTRIC COMPANY,  
through its division, GE HEALTHCARE**

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

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

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

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

By: Angelo Calvache

Print Name: Angelo Calvache

Print Title: Privacy Manager

Date: December 15 2009

Schedule A  
Covered Entity

Covered Entity:

List of Covered Entity's Subsidiaries: