

**FRESENIUS  
KABI**

**Response to Request for Quotation  
State of West Virginia**

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**Infusion Pumps and Accessories  
Solicitation Number: CRFQ 0506 WEH1600000018**



05/23/16 09:39:30  
WV Purchasing Division



May 20, 2016

State of West Virginia  
Attention: April Battle  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

Fenwal, Inc.  
1100 Corporate Blvd.  
Columbus, OH 43260

Subject: Response to RFQ – Infusion Pumps and Accessories  
Solicitation Number: CRFQ 0506 WEH1600000018  
Vendor Code: VS0000009764

Dear Ms. Battle:

The attached information is provided by Fenwal, Inc., a Fresenius Kabi Company, in response to the Infusion Pumps and Accessories RFQ dated April 22, 2016. We have formally registered on the State of West Virginia as required under our legal entity name, Fenwal, Inc., but will reference Fresenius Kabi throughout our response as Fresenius Kabi owns one hundred percent of Fenwal, Inc. as of December 31, 2012. We did not include the Vendor Preference Certificate in our response as it is not applicable to our business.

We agree to the conditions set forth in the RFQ except as noted (i) in the Specification Response Document; (ii) Terms and Conditions Section 36; and (iii) as redlined in Section 5.6.a of the document titled Provisions for Federally Funded Procurements.

The proposal, including all pricing, will remain valid through December 31, 2016.

Sincerely,

William Huegel  
Senior Account Executive  
Cell: 614-424-9701  
[William.Huegel@fresenius-kabi.com](mailto:William.Huegel@fresenius-kabi.com)

## **Company Overview**

The roots of Fresenius go back more than 100 years to the founding of Fresenius SE in Bad Homburg, Germany, where the company is headquartered today. In the United States, Fresenius Kabi expanded its presence in 2008 with the acquisition of APP Pharmaceuticals, which specializes in specialty injectable drugs. In 2012, the company acquired Fenwal Inc., which provides blood transfusion products and technologies.

Fresenius Kabi is a global health care company that specializes in lifesaving medicines and technologies for infusion, transfusion and clinical nutrition. Our products are used to help care for critically and chronically ill patients.

The people of Fresenius Kabi are driven by a common purpose to put lifesaving medicines and technologies in the hands of people who care for patients, and to find answers to the challenges they face.

Fresenius Kabi employs more than 30,000 people worldwide and has annual sales of more than \$5 billion.

Fresenius is one of the world's leading healthcare companies with over 200,000 employees in more than 100 countries around the globe. At Fresenius, the patient always comes first. For more than 100 years now we have been working to save lives and improve the quality of life of our patients.

## **A Leader in Infusion, Transfusion and Clinical Nutrition**

### **Infusion**

Fresenius Kabi offers a broad portfolio of injectable and specialty pharmaceutical products and medical devices with a focus on the oncology, anti-infective, anesthetic/analgesic and critical care markets for use in hospitals, long-term care facilities, alternate care sites and clinics.

### **Transfusion**

Fresenius Kabi provides a comprehensive portfolio of transfusion technologies for manual and automated blood collection, separation and storage, as well as for other therapeutic procedures.

### **Clinical Nutrition**

Fresenius Kabi provides parenteral nutrition (administered intravenously) and enteral nutrition (administered as sip or tube feed via the gastrointestinal tract), as well as nutrition pumps and infusion disposables.

## **Commitment to Research and Development**

Research and Development within the Medical Device Division of Fresenius Kabi is a global operation comprised of various sites based within the United States, Europe and China.

These professionals represent a broad array of engineering and scientific expertise including software, mechanical, electrical, plastics, chemistry, physiology, microfluidics, nanotechnology, systems, and packaging.

Our R&D efforts continue to develop and enhance our current product offerings as well as focus on growing our market space.

The Fresenius Kabi Medical Device Division meets the performance of R&D with strong support, high expectations, and growing funding year over year. The combination results in a robust organization well-positioned to be a strong partner to our customers and their endeavors.

## Our Values

A lot of companies have values. What makes ours special at Fresenius Kabi is that each one, brought to life through the work we do each day, makes caring possible. And caring is essential to life.

Caring is **Customer Focus, Quality, Integrity, Collaboration, Creativity, Passion and Commitment.**

## In Summary

Why Fresenius Kabi?

### **1. Worldwide proven leader in infusion technology**

- Global leader with >500,000 infusion devices sold in over 120 countries.
- In 2014 alone, we manufactured and sold 170,000 Agilia devices.
- Leadership position (#2) in generic injectable pharmaceuticals.

### **2. Our capabilities and personnel expertise**

- We empower nurses and pharmacists with simplicity of our devices and solutions.
- We always put patient safety first.
- We are a trusted partner in meeting patient safety goals with our expert implementation team and processes.

### **3. High reliability of the Agilia pump with no recall history**

- 3-year PM cycle, 0.5% failure rate, mean time between failures is 16 months.

**Specification Response Document – Infusion Therapy Systems, Accessories and Supplies**

Section Number	General Information	Fresenius Kabi Response
3.1.1	<b>Forty (40) Sigma Spectrum Infusion System or equal</b>	<b>Response for forty (40) infusion pumps Product Code: Z021135 Description: Volumat MC Agilia</b>
<b>3.1.1.1 Volumetric Accuracy</b>		
3.1.1.1.1	Must have Volumetric Accuracy of between 0.5 – 1.9 milliliter per hour (mL/hr) of $\pm 0.1$ mL/hr; 2.0 – 800 mL/hr of $\pm 5\%$ and 801 – 999 mL/hr of $\pm 5\%$ flow rate.	Flow rates from 0.1 mL/hr to 1500 mL/hr. (exceeds requirements listed) $\pm 5\%$ Flow Rate Accuracy
3.1.1.1.2	Must have volume given 0.1 to 9999 milliliter (mL) with 0.1 mL/hr increments from 0.5 to 99.9 mL/hr and 1.0 mL/hr increments from 100 to 999 mL/hr.	Macro: From 1 to 9999 mL in 1 mL increments  Micro : From 0.1 to 2000 mL , in increments of 0.1mL from 0.1 to 99.9 mL and 1mL from 100 to 2000mL
3.1.1.1.3	Timekeeping must have real time clock with back up battery with at least a ten (10) year battery life.	The Event Log is maintained and stored indefinitely. The Real Time clock is maintained through AC power, Li-ion battery and capacitor.
3.1.1.1.4	Drug Library capacity must have drug library with at least 1600 drugs and with at least a 32 care area capacity.	A data set containing up to 19 Care Areas can be created with the Drug Library Software. Each Care Area can be defined with one Drug Library containing up to 200 drugs for a total of 3,800 drugs.
3.1.1.1.5	Drug error prevention must have a wrong dose prevention mode.	Yes, the Agilia infusion pump meets this requirement.
3.1.1.1.6	Must have master drug library with the ability to list all intravenous (IV) drugs, along with their safe delivery parameters.	Yes, the Agilia infusion pump meets this requirement.
3.1.1.1.7	Must be able to make drug entries that include the care area, drug name, concentration, dose rate mode, bolus mode, starting dose rate, soft and hard dose rate and bolus limits, volume to be infused, primary or secondary IV container, and pump screen color.	Yes, the Agilia infusion pump meets this requirement.
3.1.1.1.8	Must have automatic start-up in the drug library.	Yes, the Agilia infusion pump meets this requirement.
<b>3.1.1.2 Login Memory</b>		
3.1.1.2.1	Must have at least a 24 hour memory of all set up screens except for multistep and cyclic modes that are maintained permanently.	This feature is not available at this time.
3.1.1.2.2	Must have separate pump history and drug event log.	Yes, the Agilia infusion pump meets this requirement.
3.1.1.2.3	Must have at least a 10,000 event capacity. Once maximum number of log entries is reached, the data for each new event should replace the data for the oldest event.	The Agilia infusion pump offers an event log with last in, last out data.

Section Number	General Information	Fresenius Kabi Response
<b>3.1.1.3 Power</b>		
3.1.1.3.1	Should have input of 100 volts (v) – Alternating current (AC) – 240 V-AC, 50-60 Hertz (Hz)/200 milliamps (MA).	Yes, the Agilia infusion pump meets this requirement.
3.1.1.3.2	Each infusion pump should have power cord at least nine (9) feet long.	Yes, our power cord exceeds specifications and is ten (10) feet long.
<b>3.1.1.4 Battery Power and Capacity</b>		
3.1.1.4.1	Must have a lithium ion battery for each infusion pump.	Yes, the Agilia infusion pump meets this requirement.
3.1.1.4.2	Must have at least eight (8) hours infusion time on battery at 125 milliliters per hour (mL/hr).	Yes, the Agilia infusion pump meets this requirement.
3.1.1.4.3	Charging must occur when infusion pump is plugged in whether pump is on or off.	Yes, the Agilia infusion pump meets this requirement.
<b>3.1.1.5 Display</b>		
3.1.1.5.1	Display must be in color.	The display on our infusion pump is blue and white.
<b>3.1.1.6 Occlusion Pressure</b>		
3.1.1.6.1	Must be adjustable with three (3) different setups – high, medium and low.	Yes, the Agilia infusion pump meets this requirement.
<b>3.1.1.7 Alarms and Alerts</b>		
3.1.1.7.1	Must have air-in-line alarm.	Yes, the Agilia infusion pump meets this requirement.
3.1.1.7.2	Must have speaker activated audio alarm, low, medium and high levels selected through the user setup.	Yes, the Agilia infusion pump meets this requirement with Levels 1-7.
3.1.1.7.3	Must have depleted battery alarm.	Yes, the Agilia infusion pump meets this requirement.
3.1.1.7.4	Must have battery missing alarm.	Yes, the Agilia infusion pump generates an error code.
3.1.1.7.5	Must have dose rate exceeded alarm.	Yes, the Agilia infusion pump meets this requirement.
3.1.1.7.6	Must have downstream occlusion alarm with automatic restart after downstream occlusion is cleared.	The Agilia infusion pump does have downstream occlusion alarm once the pressure has reached the threshold level. If necessary, readjust pressure threshold in relation to flow rate. Once alarm activated restart is required.
3.1.1.7.7	Must have inactivity alarm.	Yes, the Agilia infusion pump meets this requirement.
3.1.1.7.8	Must have infusion complete alarm.	Yes, the Agilia infusion pump meets this requirement.
3.1.1.7.9	Must have upstream occlusion alarm.	Yes, differentiates upstream occlusion notification from downstream occlusion via

Section Number	General Information	Fresenius Kabi Response
		screen prompts for easy assessment.
3.1.1.7.10	Must have variable alarm volume of high, medium and low.	Yes, the Agilia infusion pump meets this requirement.
3.1.1.7.11	Must have check flow confirmation alert.	Yes, there is an OCS System Check.
3.1.1.7.12	Must have secondary check flow alert.	Yes, the Agilia infusion pump meets this requirement.
3.1.1.7.13	Must have on screen clinical advisories.	Yes, these are programmable in Drug Library.
<b>3.1.2</b>	<b>Forty (40) IV Pump Infusion Stands</b>	<b>Response for forty (40) infusion pumps Product Code: RD-0710A Description: 5 Leg IV Pole For 1-3 Pumps</b>
3.1.2.1	IV pole must be adjustable from at least a minimum of sixty seven inches (67") to a height of at least a maximum off ninety eight inches (98").	The IV Pole fits up to 3 Agilia infusion pumps, is five-legged with a detachable heavy weight base 22 inches in diameter, with a pole that is 96 inches fully extended and 68 inches when compressed.
3.1.2.2	Base must have at least five (5) three inch (3") wheels/casters for mobility.	The IV Pole has five (5) three (3) inch premium rubber casters with sealed ball bearings.
3.1.2.3	IV poles must have at least four (4) IV hooks.	The IV Pole is equipped with an 8 hook Rake Top.
<b>3.1.3</b>	<b>Seven (7) Triple Mount carrier for IV Pole</b>	<b>Not required to mount three Agilia devices, Agilia devices are easily mounted vertically on an IV stand</b>
<b>3.1.4 Warranty</b>		
3.1.4.1	Equipment valued over \$1,000.00 must have pricing for one (1) year warranty.	For the first year from the date of receipt of the Agilia infusion pump, warranty coverage for the device, including parts and labor will be provided by Fresenius Kabi.
<b>3.1.5 In-Service Training</b>		
3.1.5.1	Must provide in-house staff education for all of the nursing staff (approximately 100) for instruction for equipment use and care. Vendor shall complete in-service training (3.1.5) within ten (10) working days after delivery of infusion pump equipment; training will be completed at the facility at Welch Community Hospital, 454 McDowell Street, Welch, WV.	Yes, training will be provided.
<b>3.2.1 IV Administration Sets and Consumables</b>		
3.2.1.1	All iv administration sets/consumables and supplies must have a minimum shelf life of one (1) year or more beyond date of receipt. Also, the vendor will ensure that each of the items delivered to the hospital have the maximum shelf life available for that specific product.	Yes, Fresenius Kabi will ship product with minimum of one (1) year shelf life.
3.2.1.1.1	Administration Set SE 20 Drops/mL Drip Rate 100" 2 ports	VL PR42-12, Primary Pump Set, 2 needle free ports (1 upstream and 1 downstream), Not made with natural rubber latex or DEHP

Section Number	General Information	Fresenius Kabi Response
3.2.1.1.2	Secondary Set Male Luer Lock Connector DEHP	VL SL00-0, Secondary Set with Hanger, 35 inch, Not made with natural rubber latex or DEHP
3.2.1.1.3	Needle Free Valve Luer Lock	Currently not available.
3.2.1.1.4	Hep-Lock Set 6" Extension	FK209E, 6 IN. Extension Set, Needle free Valve, not made with natural rubber latex or DEHP
3.2.1.1.5	Blood Set IV 105" 1Y w/ 180 Mic Filter	VL SP22-0, Transfusion Pump Set, dual non-vented spikes, 200 micron filter, downstream needle free port, Not made with natural rubber latex or DEHP
3.2.1.1.6	Extension Set 40" Extension 2 Ports 5.0 mL Priming Volume DEHP	FK505E, Extension Set, 2 –Needle free Valves, not made with natural rubber latex or DEHP
3.2.1.1.7	Luer Lock Replacement Caps ML/FML	FK103C, Combi-Lock-Blue Cap, not made with natural rubber latex or DEHP
3.2.1.1.8	Extension Set 17" 1 Port 5.0 mL Priming Volume DEHP	Currently not available.
3.2.1.1.9	Extension Set 9" Tubing 2 ports 0.6mL Priming Volume NonDEHP	Currently not available.
3.2.1.1.10	SE Burette Infusion Set	VL PA92-1, Primary Pump Burette Set, 150 mL burette, 20 drops/mL, downstream needle free port, Not made with natural rubber latex or DEHP
3.2.1.1.11	SE Primary Low Sorbing (NTG) Infusion Set	VL SP62, Primary Pump Set, PVC free fluid path, needle free port downstream, Not made with natural rubber latex or DEHP
<b>5.0 Ordering and Payment</b>		
5.1 Ordering	Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.	For infusion products, we currently accept orders through phone, fax, email and EDI.  In the coming months we will be implementing a secure online ecommerce portal on which infusion products will be included.
5.2 Payment	Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.	Invoices are issued upon shipment of the product, standard payment terms are Net 30 days.
<b>6.0 Delivery and Return</b>		
6.1 Delivery Time	Vendor shall deliver infusion pump equipment (3.1.1, 3.1.2, and 3.1.3) within sixty (60) calendar days after receiving a purchase order. Vendor shall complete in-service training (3.1.5) within ten (10) working days after delivery of infusion pump equipment; training will be completed at the facility at Welch Community Hospital, 454 McDowell Street, Welch, WV.	Fresenius Kabi will deliver emergency orders within three (3) working day(s) after orders are received at the customer's expense.



Section Number	General Information	Fresenius Kabi Response
	Vendor shall deliver standard orders 3.2.1 within seven (7) working days after orders are received. Vendor shall deliver emergency orders within three (3) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Contract items must be delivered to Agency at Welch Community Hospital, 454 McDowell Street, Welch, WV.	Welch Community Hospital will need to complete a credit application and provide required documentation (license, tax certificate, etc.) for approval and account creation.
6.2 Late Delivery	The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.	In the event a product is unavailable to ship (back-ordered), the customer is notified at the point of order placement and given an estimated date it should arrive in our warehouse. We provide weekly updates via phone/email to all backordered customers on the estimated dates we expect the product.
6.3 Delivery Payment/Risk of Loss	Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.	Agreed.
6.4 Return of Unacceptable Items	If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.	Agreed.
6.5 Return Due to Agency Error	Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.	Agreed.

Section Number	General Information	Fresenius Kabi Response
<b>7.0 Vendor Default</b>		
7.1	The following shall be considered a vendor default under this Contract.	
7.1.1	Failure to provide Contract Items in accordance with the requirements contained herein.	Agreed.
7.1.2	Failure to comply with other specifications and requirements contained herein.	Agreed.
7.1.3	Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.	Agreed.
7.1.4	Failure to remedy deficient performance upon request.	Agreed.
7.2	The following remedies shall be available to Agency upon default.	
7.2.1	Immediate cancellation of the Contract.	Agreed.
7.2.2	Immediate cancellation of one or more release orders issued under this Contract.	Agreed.
7.2.3	Any other remedies available in law or equity.	Agreed.
<b>8. Miscellaneous</b>		
8.1 No Substitutions	Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.	This section is not applicable.
8.2 Vendor Supply	Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.	Yes, agreed.
8.3 Reports	Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.	Reports will be supplied upon request.
8.4 Contract Manager	During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.	<b>Contract Manager:</b> Donna Feld <b>Telephone Number:</b> 847-550-2714 <b>Fax Number:</b> 847-550-2943 <b>Email:</b> Sales.Contracts@fenwalinc.com

CRQM 006 WEH160000018 Infusion Therapy Systems, Accessories, and Supplies

Pricing Page

Exhibit A

Description	Quantity	FK CROSS	Cost Per Unit	Total Cost		
3.1.1 SIGMA Spectrum Infusion System or equal	40 each	Z021135	2,062.80	82,512.00		
3.1.2 IV pump infusion stands	40 each	RD-0710A	273.32	10,932.80		
Vigilant Drug Lib Agilla: (DERS) License Fee	1 each	Z073476	Included	Included		
3.1.3 Triple mount carrier for IV pole	7 each	N/A	N/A	N/A		
3.1.4 Warranty/Equipment valued over \$1,000.00 for one year warranty	40 each	Included	Included	Included		
3.1.5 In-service training	1 each	Included	Included	Included		
<b>Total</b>				<b>93,444.80</b>		
A.)						
Description of Consumables	*Estimated Quantity Per Unit	FK CROSS	Cost Per Unit	Units Per Case	Case Price	Total Cost
3.2.1.1.1 Administration Set SE 20 Drops/mL Drip Rate 100" 2 ports	7,500 each	VL PR42 11 M46445660	4.16	30	124.80	31,200.00
3.2.1.1.2 Secondary Set Male Luer Lock Connector DEHP	3,000 each	VL SL00-0 M77460030	1.25	40	50.00	3,750.00
3.2.1.1.3 Needle Free Valve Luer Lock	7,000 each	Not currently available	N/A	N/A	N/A	N/A
3.2.1.1.4 Hep-Lock Set 6" Extension	1,000 each	FK209E	1.60	50	80.00	1,600.00
3.2.1.1.5 Blood Set IV 105" 1Y w/ 180 Mic Filter	200 each	VL SP22-0 M46443160	3.93	30	117.90	786.00
3.2.1.1.6 Extension Set 40" Extension 2 Ports 5.0 mL Priming Volume DEHP	800 each	FK505E	2.59	50	129.50	2,072.00
3.2.1.1.7 Luer Lock Replacement Caps ML/FML	600 each	FK103C	0.13	840	109.20	78.00
3.2.1.1.8 Extension Set 17" 1 Port 5.0 mL Priming Volume DEHP	100 each	Not currently available	N/A	N/A	N/A	N/A
3.2.1.1.9 Extension Set 9" Tubing 2 ports 0.6mL Priming Volume NonDEHP	100 each	Not currently available	N/A	N/A	N/A	N/A
3.2.1.1.10 SE Burette Infusion Set	20 each	VL PA92-1 M46445260	6.77	10	67.70	135.40
3.2.1.1.11 SE Primary Low Sorbing (NTG) Infusion Set	200 each	VL SP62-1 M46443450	4.05	30	121.50	810.00
<b>Total</b>						<b>40,431.40</b>
B.)						

\*The number of IV administration sets/consumables and supplies listed on the cost sheet is for bidding purposes only. The vendor will be required to provide actual quantities needed, be it more or less.

Grand Total Cost A. & B. \$ 133,876.20

Evaluation and Award Criteria: Contract shall be awarded to the Vendor that meets the required specifications with the lowest Grand Total Cost.

Fenwal, Inc., A Fresenius Kabi Company

3 Corporate Drive Lake Zurich, IL 60047

Vendor Name (Printed)

Vendor Address

Patricia Flynn



May 20, 2016

Vendor Authorized Representative  
(847) 550 - 2351

Signature  
(847) 550 - 2943

Date  
Patricia.Flynn@Fresenius-Kabi.com

Telephone

Fax

E-mail



May 18, 2016

Fenwal, Inc.  
Fresenius Corporate Drive  
Walter 20000, Mendota, IL 60047

State of West Virginia  
Attention: April Battle  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

Dear Ms. Battle:

Fenwal, Inc., a Fresenius Kabi Company ("Fenwal") is not a "business associate" of any State of West Virginia facility because Fenwal does not qualify under the definition of "business associate" as that term is defined by 45 C.F.R. Section 160.103. In providing products to the State of West Virginia facilities under a Purchase Agreement, Fenwal does not create, receive, maintain, have access to, use, disclose or transmit protected health information ("PHI") (as that term is defined by 45 C. F.R. Section 160.103) to perform any service for or on behalf of any State of West Virginia facility pursuant to any contract with the State of West Virginia. In the event that any arrangement between our company and a State of West Virginia facility results in Fenwal meeting the definition of "business associate" in relation to any State of West Virginia facility, and such arrangement does not fit within an exception to the requirement for a business associate agreement under the HIPAA, we will notify the State of West Virginia in writing and execute a business associate agreement prior to creating, receiving, maintaining, having access to, using, disclosing or transmitting PHI pursuant to such arrangement with a member.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Elkins".

Craig W. Elkins  
Corporate Counsel, Commercial  
Region North America

## **GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. "Award Document"** 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 contract holder.
  - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. "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 Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of one (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 should be submitted to the Purchasing Division 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 three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. 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.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. 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.

**6. 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.

**7. 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 a 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.

**8. 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 \_\_\_\_\_. The performance bond must be 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 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.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \$1,000,000.00 or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.



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 / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. 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.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

N/A

for

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:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. 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.

**14. 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.

**15. 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.

**16. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

**17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. 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.

**19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

**21. 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.

**22. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**23. 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 full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. PRIVACY, SECURITY, AND 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>.

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document 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.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

**34. 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 unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**35. 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.

~~36. 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.~~

**Comment [MS1]:** Fenwal, Inc., a Fresenius Kabi Company will require a modification to this language upon receipt of an award.

**37. 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.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall 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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.



**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

FENWAY Inc.  
(Company)

Dean Gregory  
(Authorized Signature) (Representative Name, Title)  
President Medical Service NA.

847.550.2770      5/16/2014  
(Phone Number) (Fax Number) (Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO WEH16000000018**

**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 checked="" 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 |

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.

FENWAL Inc. \_\_\_\_\_  
Company  
 \_\_\_\_\_  
Authorized Signature  
5/18/2016 \_\_\_\_\_  
Date

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

# SOLICITATION NUMBER: CRFQ WEH1600000018

## Addendum Number: 1

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The purpose of this addendum is to modify the solicitation identified as CRFQ WEH1600000018 ("Solicitation") to reflect the change(s) identified and described below.

### Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

### Description of Modification to Solicitation:

To provide answers to questions submitted during the question period.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

**Procurement Folder 187908 CRFQ WEH160000018**

**Addendum 1 Questions and Answers**

**Q.1 How are the device requirements/specifications stacked/ranked?**

A.1 Vendor must meet or exceed all mandatory specifications listed within the Specifications.

**Q.2 How should any "value-adds" be addressed in our bid?**

A.2 Vendor must meet or exceed all mandatory specifications listed within the Specifications. Vendor should provide pricing for each item listed on the pricing pages. If you are not bidding the exact manufacturer item requested, vendor should provide pricing for an equal/exceeded item.

**Q.3 What is the process after the bids have been opened?**

A.3 Evaluation of all bids received to insure that each bid meets the mandatory specifications then the award of the contract/Purchase Order.

**Q.4 When will the award be made?**

A.4 Upon completion of the evaluation of all bids received.

**Q.5 How will the vendor of choice be notified?**

A.5 Vendors will receive notification from the Department of Administration Purchasing Division concerning the award.

**Q.6 What date will you want the devices shipped?**

A.6 Vendor shall deliver infusion pump equipment (3.1.1, 3.1.2, and 3.1.3) within sixty (60) calendar days after receiving a purchase order. Vendor shall complete in-service training (3.1.5) within ten (10) working days after delivery of infusion pump equipment; training will be completed at the facility at Welch Community Hospital, 454 McDowell Street, Welch, WV. Vendor shall deliver standard orders 3.2.1 within seven (7) working days after orders are received. Vendor shall deliver emergency orders within three (3) working day(s) after orders are received.

**Q.7 What time line/date do you have established for implementation/training at the hospital?**

A.7 Must provide in-house staff education for all of the nursing staff within ten working days after delivery of infusion pump equipment.

**Q.8 Who do we contact after the bid opening to check on progress?**

A.8 April E. Battle, Senior Buyer

**Q.9 How many bids have been solicited?**

A.9 There is no limit. All vendors interested in bidding on this solicitation, may do so.

**Q.10 Please describe the payment procedures of the State of West Virginia referred to in Section 5.2 of the Request for Quotation?**

A.10 **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.

**Q.11 Can we redline the General Terms and Conditions document?**

A.11 No, doing so may result in disqualification of the submitted bid.

**Q.12 Can we redline the Provisions Required for Federally Funded Procurements document?**

A.12 No, doing so may result in disqualification of the submitted bid.

**Q.13 Do you have the item #'s for each product listed on the bid, that you could email to me.**

A.13 SIGMA Spectrum Infusion System or equal, Part Number 35700BAX. No other part numbers are available.

**Q.14 Whom is the Baxter Rep for your facility and what is his contact information.**

A.14 darle\_c\_walls@baxter.com

**Q.15 Will the State allow any exceptions to the terms and conditions?**

A.15 No, doing so may result in disqualification of the submitted bid.

**Q.16 Will the State allow any exceptions to the insurance requirements?**

A. No.

## Provisions Required for Federally Funded Procurements

1. **Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
2. **2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. **§200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.
  - (A) At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908).

West Virginia Code of State Rules § 148-1-5 states:

### § 148-1-5. Remedies.

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

**5.2.a. Cancellation.** The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

**5.2.a.1.** The vendor agrees to the cancellation;

**5.2.a.2.** The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

**5.2.a.3.** Failure to honor any contractual term or condition or to honor standard commercial practices;

**5.2.a.4.** The existence of an organizational conflict of interest is identified;

**5.2.a.5.** Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

**5.2.a.6.** Violation of any federal, state, or local law, regulation, or ordinance.

**5.2.b.** The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

**5.2.c. Opportunity to Cure.** In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

**5.2.d. Re-Award.** The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

**5.2.d.1.** The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

**5.2.d.2.** The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

**5.3. Non-Responsible.** If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

**5.4. Suspension.**

**5.4.a.** The Director may suspend, for a period not to exceed one (1) year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

**5.4.a.1.** The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.

**5.4.a.2.** The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.

**5.4.a.3.** The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

**5.4.a.4.** The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.



5.4.b. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.b.2. A notice of suspension must inform the vendor:

5.4.b.2.A. Of the grounds for the suspension;

5.4.b.2.B. Of the duration of the suspension;

5.4.b.2.C. Of the right to request a hearing contesting the suspension;

5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;

5.4.b.2.E. That the vendor's failure to request a hearing no later than five (5) working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.b.2.F. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.b.3. A vendor's failure to serve a request for hearing on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond. 5.4.b.4. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.b.5. Within five (5) working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.b.6. The hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.c. A vendor may appeal a decision of the Director to the Secretary of Administration. The appeal must be in writing and served on the Secretary no later than five (5) working days of receipt of the Director's decision.

5.4.d. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.e. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in West Virginia Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.a. Debarment proceedings shall be conducted in accordance with West Virginia Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.b. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.c. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor,

including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated. 5.5.d. Pursuant to West Virginia Code section 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.e. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.6. Damages.

5.6.a. A vendor who fails to perform as required under a contract shall be liable for actual damages ~~and costs incurred by the state.~~

5.6.b. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.c. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

**(B)** At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “**federally assisted construction contract**” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

41 CFR § 60-1.3 defines “Federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a "federally assisted construction contract" under 41 CFR Part 60-1.3, the following clause is included:

**41 CFR 60-1.4 - Equal opportunity clause. (b) *Federally assisted construction contracts.***

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**(D) Davis-Bacon Act, as amended (40 U.S.C.3141–3148).** Any construction contract resulting from this solicitation hereby requires compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.



**(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—** Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act (42 U.S.C. 7401–7671q)** and the Federal Water Pollution Control Act as amended (**33 U.S.C.1251–1387**).

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—** Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.”

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—** Any contract resulting from this solicitation requires compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: FENWAL INC.

Authorized Signature: [Signature] Date: 5/18/16

State of ILLINOIS

County of COOK, to-wit:

Taken, subscribed, and sworn to before me this 18th day of MAY, 2016.

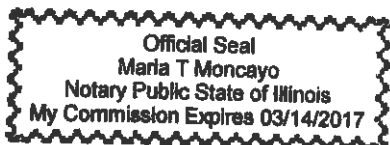
My Commission expires 3-14-17, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 08/01/2015)



**Agilia<sup>®</sup>**

**LARGE VOLUME PUMP**



# Aquila

## Large volume pump

<b>Infusion</b>	
Infusion rate range	From 0.1 to 1000 mL/h, in increments of 0.1 mL/h from 0.1 to 99.9 mL/h and in increments of 1 mL/h from 100 to 1500 mL/h. Programmable by drug via the Vigilant Drug Library software.
Nominal flow rate accuracy	±/- 5%.
Infusion modes	<b>mL/h modes, with or without Loading Dose:</b> Volume × Flow rate, Volume + Time, Flow rate + Time, Volume + Time × Rate, Secondary/Piggyback. <b>Dose modes, with or without Loading Dose:</b> nanog/h, nanog/kg/min, nanog/kg/h, mcg/min, mcg/h, mcg/kg/min, mcg/kg/h, mg/h, mg/24h, mg/kg/min, mg/kg/h, mcg/kg/24h, g/h, g/kg/min, g/kg/h, mUnit/min, mUnit/h, mUnit/kg/min, mUnit/kg/h, Unit/min, Unit/h, Unit/kg/h, Unit/kg/24h, Eq/h, mEq/min, mEq/h, mEq/kg/min, mEq/kg/h, mmol/h, kcal/h, kcal/24h, kcal/kg/24h.
Volume to be infused (vbi)	<b>Macro:</b> From 1 to 9999 mL, in 1 mL increments. <b>Micro:</b> From 0.1 to 1000 mL, in increments of 0.1 mL, from 0.1 to 99.9 mL and 1 mL from 100 to 2000 mL.
Infusion time	From 1 minute to 168 hours. Option for delayed start. <b>Call back alert:</b> A warning message can be activated and adjusted from 1 minute to 96 hours.
Priming	Manual or by using the prime function of the pump.
Occlusivity check system	The Occlusivity Check System (OCS) automatically clamps the line, activates pumping and checks for the rise in pressure. The OCS first verifies the circuit and pump occlusivity at start up, thus reducing the occurrence of unintentional gravity flow.
Bolus	<b>Direct Macro:</b> From 200 to 1500 mL/h, in increments of 50 mL/h. <b>Micro:</b> From 200 to 100 mL/h, in increments of 50 mL/h. <b>Programmed Macro:</b> From 1 to 1000 mL/h, in increments of 1 mL/h. <b>Micro:</b> From 0.1 to 1000 mL/h, in increments of 0.1 mL/h from 0.1 to 99.9 mL/h and in increments of 1 mL/h from 100 to 1000 mL/h. <b>Direct and Programmed:</b> Programmable by drug via the Vigilant Drug Library software.
Kvo rate (keep vein open)	From 1 to 20 mL/h, in increments of 1 mL/h. Programmable by drug via the Vigilant Drug Library software.
Programmable pause	From 1 minute to 24 hours, in increments of 1 minute.
Data log event	1500 data log events in real time.
Graphical history	Drug name, concentration, flow rate, dose, pressure.
Night mode	The night mode decreases the brightness of the screen and the green lights. The key beep can also be turned off. The night mode can be turned on/off manually or can be programmed via the drug library software to turn on/off at pre-set times.
Programming modes	Basic mL/h. <b>Vigilant Drug Library Software:</b> Dose Error Reduction Software (DERS) Next allows the pharmacy to define hard/soft dosing limits for each drug.
Care areas	A data set containing up to 10 Care Areas can be created with the Vigilant Drug Library Software.
Drug libraries	Each care area can be defined with one drug library containing up to 200 drugs. This drug library is built using the Vigilant Drug Library software.

Due to our policy of continuous product development as well as changes in standards, the features described are subject to change.

<b>Pressure management</b>	
Pressure modes	<b>Variable:</b> Adjustable from 50 to 750 mmHg, in 25-50 mmHg increments. 3 Level: Adjustable to Low, Medium and High from 50 to 750 mmHg, in 50 mmHg increments.
Dynamic pressure system	The Dynamic Pressure System (DPS) informs the user of any sudden rise or drop in pressure.
Pressure monitoring	Graphic representation of the pressure in the infusion line and of the pressure limit.
Keypad lock	Ability to lock the keypad to prevent involuntary changes.
Anti-bolus system	Back flow pumping reduces the bolus volume after an occlusion to <0.3 mL.

<b>Alarms/security</b>	
Pump status	Green for infusion in progress, yellow for low priority alarm and warnings, red for high priority alarm. Visibility up to 16 feet. All alarms are expressed by means of light indicators, written words, pictograms and sound beeps.
Set Installation control	SafeClip control, OCS test.
Infusion control	End of infusion, near end of infusion, downstream occlusion, upstream occlusion, line disconnection, air in line, empty container, unconfirmed setting, end of pause, above upper soft limit, below lower soft limit, upper hard limit.
Device control	Motor rotation check, power source indication, main power disconnection, low battery, discharged battery, technical fault, watchdog check, communication connection failure.

<b>Technical specifications</b>	
Pumping mechanism	2nd generation linear peristaltic pumping system.
Display	Blue graphic LCD monochrome, 2.7 x 1.4 in (70 x 35 mm)
Swinglock clamp	Variable clamp that allows the pump to be attached to a pole or a rail. <b>Pole:</b> Diameter from 0.6 to 1.6 in (15 to 40 mm). <b>Rail:</b> Width 0.1 to 1.4 in (25 to 35 mm), Depth 0.3 x 0.4 in (8 to 10 mm).
Dimensions - weight	H/WD 5.3 x 7.5 x 6.7 in (132 x 190 x 170 mm). <b>Weight:</b> approximately 2 kg (4.4 lbs).
Battery	<b>Characteristics:</b> 7.2 V 2.2 Ah - Li-Ion Smart Battery. When fully charged, the battery life is at least 6 hours for rates up to 125 mL/h. Charging time: Pump OFF: < 4 h / Pump ON: < 20 h.
Compliance standard	EN/IEC 60601-1 and EN/IEC 60601-2-24 / CE 0459 marking in compliance with the EEC 93/42 European Medical Device Directive / EMC.
Ingress protection	IP22.
Electrical compliance	Protection against leakage current: Defibrillation-proof type CF. Protection against electric shock: class II.
Power supply	100-240 Vac / 50-60 Hz with standard cable, 10 Vdc with specific DC cable.

<b>Disposables</b>	
Free-flow protection	All sets incorporate the SafeClip that automatically clamps the line to avoid any risk of free-flow when the door is opened and when the set is disengaged.
Pumping segment	Silicone pumping segment.
Material	All infusion sets are DEHP free and latex free.
Needle-free access	All sets integrate needle-free ports to protect medical staff against the risk of needle stick injuries.

Due to our policy of continuous product development as well as changes in standards, the features described are subject to change.

**Agilia®**

Large Volume Pump  
with Vigilant® Drug Library Software

## THE COMMONSENSE CHOICE IN SMART INFUSION PUMPS

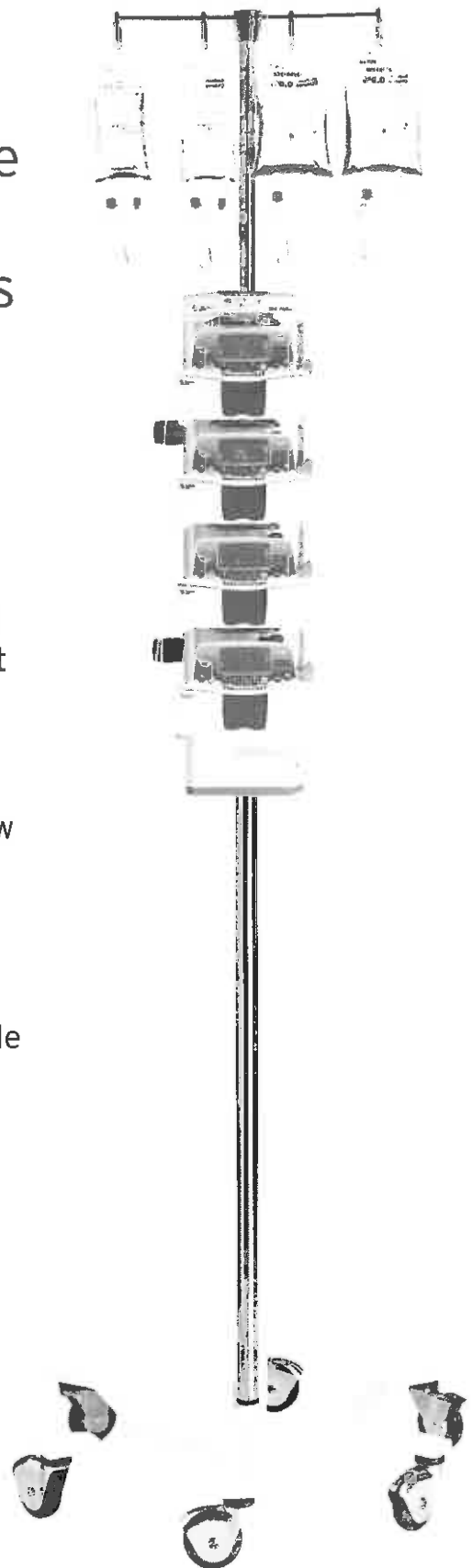


Designed to empower nurses and pharmacists with its simplicity, Agilia® Large Volume Pump is the commonsense choice in smart infusion pumps that helps you put patient safety first.

In one comprehensive offering, Agilia Large Volume Pump combines a friendly, lightweight pump packed with features and functionality that can adapt to the way you work and grow, and offers steadfast support to get you up and running.

It's a smart approach using proven technology that makes transition today and transformation tomorrow an achievable goal.

And it's just one more way Fresenius Kabi, a global leader in infusion technology, is working to make essential medicines and technologies more accessible to everyone, everywhere.



● Up to  
**3,800**  
total drug entries  
within 19 care areas

### **Built-in patient safety features help reduce risk within large and small institutions alike**

Agilia Large Volume Pump with Vigilant Drug Library Software has the flexible functionality to meet the day-to-day needs of multiple care areas within large and small hospital environments.

- Vigilant Drug Library Software customizes to clinical need – create up to 19 care areas, each area containing as many as 200 drugs with 5 concentrations per drug
- Vigilant Drug Library Software helps limit risk of administering unauthorized drugs
- Convenient features such as Weight-based Dosing, Clinical Advisories, Loading Dose, Bolus Dose, Drug X (for non-formulary or new drugs)
- Quick editing of drugs allows your pharmacist to enable/disable these features
- Effective Safety Initiatives reduce costs associated with dose errors and risk of administering unauthorized drugs

Weighs just  
**4.4lbs**

● A lightweight,  
portable device

### **Easy to program, friendly to use**

Agilia Large Volume Pump packs all essentials into a small, lightweight, portable device with a clinician-friendly interface and infusion sets that adapt to your workflow.

- Small size enhances patient and caregiver mobility – weighs just 4.4 lbs.
- Battery run time of 8 hours for rates up to 125 mL/h
- Agilia Vigilant lighthouse on screen displays Vigilant Drug Library is active, gives visual cue of compliance to drug library
- Verified compliance to Vigilant Drug Library by requiring user to Opt Out, increasing likelihood of using authorized drugs only
- Programmable pause, Direct and Programmable Bolus features ensure use of pump for bolus doses within soft and hard limits within Vigilant Drug Library
- User interface is designed with arrows to help decrease decimal errors more common with numeric keypads
- Unique Occlusivity Check System (OCS) provides protection against accidental free flow

### **A caring and dedicated team to help implement and support**

Behind every pump is a team dedicated to training your nurses, supporting your pharmacists and consulting with your biomedical engineers to help with adoption of the technology and to provide on-going support.

- Pharmacy Consulting works with you to maximize use of Vigilant Drug Library
- Nurse Implementation team trains your staff to maximize use of your investment
- Ongoing support available from Service Capability & Performance (SCP) certified Technical Services Team

PRODUCT SPECIFICATIONS



**Agilia<sup>®</sup>**

**DISPOSABLES**







## Disposables

Volumat lines to be used with Volumat MC Agilla™ or Gravity Infusions.  
All sets have upstream roller clamp and rotating male luer lock.

Standard & primary set						
Order number	Product code	Product description	Drops per mL	Priming volume mL	Set length inches	Pieces per case
M46445460	VL PR22-1	Upstream: Robson Clamp and needle-free port Downstream: Robson Clamp and needle-free port	20	25	112	30
M46445660	VL PR42-1f	Upstream: Robson clamp, backcheck valve, needle-free port Downstream: Robson clamp, needle-free port	20	25	112	30
M46445690	VL PR42-12	Upstream: Robson clamp, backcheck valve and needle-free port Downstream: Robson Clamp, 2 needle-free ports	20	25	112	30
M46445670	VL PR42-2f	Upstream: Robson clamp, backcheck valve, 2 needle-free ports Downstream: Robson clamp, needle-free port	20	25	112	30
M46441960	VL ST02-0	Upstream: Robson clamp, needle-free port	20	25	112	30
M46441360	VL ST10-0	No valve set	20	25	112	30
Filter set						
M46442460	VL PN02-1	Downstream: 1.2 micron filter, Robson clamp, needle-free port	20	25	114	30
M46445860	VL PR72-1f	Upstream: Robson clamp, backcheck valve, needle-free port Downstream: 0.2 micron filter, Robson clamp, needle-free port	20	27	112	30
Burette set						
M46445260	VL PA92-1	Upstream: Robson clamp, 100 mL burette, needle-free port Downstream: Robson Clamp, needle-free port	20	25	116	30
M46445270	VL PA92-2	Upstream: Robson clamp, 100 mL burette, needle-free port Downstream: Robson clamp, needle-free port	60	20	116	30

Specialty set						
Order number	Product code	Product description	Drops per mL	Priming volume mL	Set length Inches	Pieces per case
M46444150	VL ON7Z-1	PVC-free fluid path Downstream: 0.2 micron filter, Robson clamp, needle-free port	20	26	114	30
M46445680	VL PR42-41	Upstream: Robson clamp, backcheck valve, 4 needle-free ports Downstream: Robson clamp and needle-free port	20	30	118	30
M46443450	VL SP62-1	PVC-free fluid path set Downstream: Robson clamp and needle-free port	30	25	112	30
Secondary set						
M77460030	VL SL00-0	Hander included to lower primary IV fluid bag	20	12	35	10
Transfusion set						
M46443160	VL SP22-0	Dual spike set Upstream: 200 micron filter Downstream: Robson clamp, needle-free port	20	30	114	30
M46442850	VL TR00-0	Single spike set Upstream: 200 micron filter	20	25	110	30

Order number	Primary set					
	M46445460	M46445660	M46445690	M46445670	M46441960	M46441360
Product code	VL PR22-1	VL PR42-11	VL PR42-12	VL PR42-21	VL ST02-0	VL ST10-0
All sets can be used as gravity lines with the safety clamp in the open position. Regulate flow with the roller clamp.						
Calibrated silicone pumping segment with Blue SafeClip: anti-free flow safety clamp.						
 						
All sets with upstream roller clamp and rotating male luer lock.						
<b>Spike Vented</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Drip Chamber (Upstream/Downstream)</b>	Upstream	Upstream	Upstream	Upstream	Upstream	Upstream
<b>150mL Vented Burette with Needle-Free Access</b>						
<b>Backcheck Valve</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>Needle-Free Access</b>	$\frac{1}{1}$ Upstream $\frac{1}{1}$ Downstream	$\frac{1}{1}$	$\frac{1}{2}$	$\frac{2}{1}$	$\frac{0}{1}$	$\frac{0}{0}$
<b>Robson Clamp (Upstream/Downstream)</b>	Both	Both	Both	Both	Downstream	
<b>Filter (Anti-Bacterial/Air Eliminating)</b>						
<b>Rotating Male Luer Lock</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Automatic Flow Stop Cap for Easy Printing</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>DEHP/Latex Free</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PVC-Free Fluid Path</b>						
<b>Volume (mL)</b>	25	35	25	35	25	25
<b>Set Length (in.)</b>	112	112	112	112	112	112
<b>Drops per mL</b>	30	30	20	20	20	20
<b>Number per Case</b>	30	30	30	30	30	30
<b>Notes</b>						

Order number	Filter set		Burette set		Specialty set		
	M46445860	M46442460	M46445260	M46445270	M46445680	M46444160	M46443150
Product code	VL PR72-11	VL PN02-1	VL PA92-1	VL PA92-2	VL PR42-41	VL ON72-1	VL SP62-1
All sets can be used as gravity lines with the safety clamp in the open position. Regulate flow with the roller clamp.							
Calibrated silicone pumping segment with Blue SafeClip anti-flow safety clamp							
OPEN CLOSED							
All sets with upstream roller clamp and rotating male luer lock.							
Spike Vented	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drip Chamber (Upstream/inline)	Upstream	Upstream	Inline	Inline	Upstream	Upstream	Upstream
150mL Vented Burette with Needle-Free Access	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Backcheck Valve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Needle-Free Access	Upstream <input type="checkbox"/>	Downstream <input type="checkbox"/>	Upstream <input type="checkbox"/>	Downstream <input type="checkbox"/>	Upstream <input type="checkbox"/>	Downstream <input type="checkbox"/>	Downstream <input type="checkbox"/>
Robson Clamp (Upstream/Downstream)	Both	Downstream	Both	Both	Both	Downstream	Downstream
Filter (Anti-Bacterial/Air Eliminating)	0.2 Micron	12 Micron				0.2 Micron	
Rotating Male Luer Lock	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automatic Flow Stop Cap for easy printing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DEHP/Latex Free	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PVC-Free Fluid Path	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Volume (mL)	27	25	25	20	50	20	25
Set length (in.)	12	14	16	18	18	14	12
Drops per mL	20	20	20	60	20	20	20
Number per case	30	30	10	10	30	30	30

†† Includes

Order number	Secondary set	Transfusion set	
	M77450030	M46443160	M46442360
Product code	VL SL00-0	VL SP22-0	VL TR00-0
All sets can be used as gravity lines with the safety clamp in the open position. Regulate flow with the roller clamp.			
Calibrated silicone pumping segment with Blue SafeClip anti-flow safety clamp			
OPEN CLOSED			
All sets with upstream roller clamp and rotating male luer lock.			
Spike Vented	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drip Chamber (Upstream/inline)	Upstream	Inline	Inline
150mL Vented Burette with Needle-Free Access	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Backcheck Valve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Needle-Free Access	Upstream <input type="checkbox"/>	Downstream <input type="checkbox"/>	Downstream <input type="checkbox"/>
Robson Clamp (Upstream/Downstream)		Downstream	
Filter (Anti-Bacterial/Air Eliminating)		200 Micron	200 Micron
Rotating Male Luer Lock	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automatic Flow Stop Cap for easy printing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DEHP/Latex Free	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PVC-Free Fluid Path	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Volume (mL)	12	30	25
Set length (in.)	36	14	12
Drops per mL	20	20	20
Number per case	40	30	30

†† Includes

## Fresenius Kabi Technical Services

A certified team of service professionals dedicated to delivering the support you need.



Support for your  
**Agilia®**  
Large Volume Pump



## Technical Services

### Technical Support

- Multiple Service Repair options available
- Robust service depot repair process focused on delivering rapid turnaround time
- Experienced professionals that average over 18 years of service experience

### Service Agreements

- One year full-warranty coverage for the device and battery
- Multiple service agreement offerings are available to meet your specific needs
- Status tracking available for devices in service depot repair process
- Loaner pumps available during service periods
- 30 day service repair guarantee

### Hotline

- Live hotline support available Monday through Friday 8:00 am-5:00 pm CST
- Experienced team focused on operational troubleshooting

**Technical Services**  
**855-354-6387, Prompt 2**



**FRESENIUS  
KABI**

caring for life

# Fresenius Kabi Technical Services Engineer Specialists



## SCP Field Service Standard certified

Our Technical Services team's renowned dedication to customer service has now been recognized at the highest level. Highly trained and deeply experienced, Fresenius Kabi offers the first engineer team in the Infusion Technology industry to be SCP field service standard certified.

Overall Repair Time  
Satisfaction Rating<sup>1</sup>:

# 97.8%

## Repair time satisfaction levels

97.8% overall satisfaction rating achieved in our customer satisfaction survey.

n = 445  
Margin of error 1.19%  
95% confidence level

## The support you need, when you need it

- Specialist response in under 2 hours
- Successful technical repair completed in 92% of first visits<sup>2</sup>
- 97.8% customer satisfaction with repair time
- Automated preventive maintenance programs ensure PM compliance

**Technical Services**  
**855-354-6387, Prompt 2**

[www.fresenius-kabi.us/agilia](http://www.fresenius-kabi.us/agilia)

<sup>1</sup> Data on file at Fresenius Kabi USA. Inclusive of total portfolio. Results obtained from 2013 Customer Satisfaction Survey.

<sup>2</sup> Data on file at Fresenius Kabi USA. Results obtained from 2013 Technical Services Annual Metric Report.

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KABI**

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