



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

**Request for
 Quotation**

RFQ NUMBER
WEH90132

PAGE
1

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

ORIGINAL

RFO COPY

VENDOR

Beckman Coulter, Inc
 Ray Stagg
 212 Galliation Street
 Ravenswood, WV 26164

SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL
 454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/27/2009				

BID OPENING DATE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
04/30/2009						

1001	2	EA	193-12	<p>Net Unit Purchase Price: Extended Net Price: \$50,000.00 x 2= \$100,000.00</p> <p>OPEN-END BLANKET CONTRACT FOR REAGENTS/CONSUMABLES PLUS THE PURCHASE OF 2 (TWO) NEW FULLY AUTOMATED HEMATOLOGY ANALYZERS.</p> <p>Net purchase price of \$100,000.00 is based upon consumable volume commitment plus the trade-in and return to BCI of 2 Coulter MaxM Hematology Systems (Serial Numbers Z08099 and RAF18018).</p> <p>INSTRUMENT-FOB: SHIP POINT, DO NOT ADD FREIGHT TO INVOICE. REAGENT-FOB: SHIP POINT, AS BECKMAN AGREES TO WAIVE FREIGHT CHARGES IN CONNECTION WITH SHIPMENT OF REAGENTS.</p> <p>EMERGENCY SHIPMENTS WILL BE SHIP POINT- ADD FREIGHT TO IN- VOICE.</p> <p>REQUEST FOR QUOTATION</p> <p>TO PROVIDE TWO NEW FULLY AUTOMATED HEMATOLOGY ANALYZERS (COULTER LH 500 HEMATOLOGY SYSTEMS OR EQUAL), FOR THE LABORATORY AT WELCH COMMUNITY HOSPITAL AND AN OPEN END CONTRACT TO PURCHASE REAGENTS/CONSUMABLES FOR USE WITH THE HEMATOLOGY ANALYZER SYSTEMS, PER THE ATTACHED SPECIFICATIONS.</p> <p>THIS IS A RE-BID OF WEH90093 AND WEH90114. THE ONLY LANGUAGE CHANGE IS THE ADDITION OF A TRADE-IN ALLOWANCE AS LISTED IN THE REVISED SPECIFICATIONS.</p> <p>REAGENT/CONSUMABLES CONTRACT WILL BE FOR A ONE YEAR PERIOD WITH THE OPTION OF TWO (2), ONE (1) YEAR RENEWALS. Beckman Coulter offers (above) Cash Purchase proposal for 2 LH500 Systems with 1-year Warranty, plus a 36-month reagent/consumable contract commitment with discounted prices schedule on BCI proposal no. 32755US (attached to this RFQ-response).</p>		
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RECEIVED

2009 APR 29 A 10:25

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Jeannie Nelson for Roger Schweg</i>	TELEPHONE (800) 526-3821	DATE 4-28-09
TITLE Manager - Pro-Sale Admin	FERN 95-1040600	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 304-558-0067

VENDOR

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SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710

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03/27/2009				

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					01:30PM		

LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.

UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.

RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.

CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.

OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN 95-1040600	ADDRESS CHANGES TO BE NOTED ABOVE

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SUPPORT

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<p>PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 04/14/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR</p>						

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ORDER

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<p>RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>PLEASE NOTE: THE PRICE ADJUSTMENT IS ONLY APPLICABLE TO THE REAGENTS/CONSUMABLES. EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIV</p>						

SIGNATURE	TELEPHONE	DATE
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<p>DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>IF THE VENDOR CANNOT GUARANTEE A FIRM PRICE FOR THE LIFE OF CONTRACT, HE MUST INDICATE ONE OF THE PARAGRAPHS LISTED BELOW. FAILURE TO QUALIFY THE PREFERRED TERMS WILL BIND THE VENDOR TO A FIRM PRICE FOR THE LIFE OF THE CONTRACT.</p> <p>ALTERNATE TERMS: () THE PRICES ON THIS CONTRACT WILL REMAIN FIRM FOR DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT. PRICES WILL REMAIN FIRM AFTER EACH PRICE ADJUSTMENT FOR A MINIMUM OF DAYS. (xxx) THE VENDOR DOES NOT AGREE TO MAINTAIN A FIRM PRICE FOR THE LENGTH OF THE CONTRACT BUT OFFERS AN ALTERNATE PROPOSAL AS FOLLOWS: Beckman Coulter Hematology Reagents and consumables for the proposed LH500 System's prices are firm for one year from date of acceptance of this bid response. </p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT</p>						

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<p>INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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PURCHASER

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0002	1	JB		193-12		(Estimate of \$21,320.92 in Reagents per Year)
SEALED BID BUYER:-----RW/FILE 22----- RFQ. NO.:-----WEH90132----- BID OPENING DATE:-----04/30/2009----- BID OPENING TIME:-----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (714)961-3746 (BIDS ONLY); (888)899-6793 (REAGENT ORDERS) ----- CONTACT PERSON (PLEASE PRINT CLEARLY): **HEMATOLOGY SALES CONSULTANT: RAY STAGG: (304)549-1771** **ACCOUNT SALES CONSULTANT: TAMMY CHIPLINSKI: (304)281-5929 **CUSTOMER SERVICE SPECIALIST: KIM BROADY: (800)526-3821 OPEN END CONTRACT TO PROVIDE REAGENTS/CONSUMABLES						

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***** THIS IS THE END OF RFQ WEH90132 ***** TOTAL:						(refer to Page 17 for total numbers)

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REQUEST FOR QUOTATION
Department of Health and Human Resources
Welch Community Hospital
RFQ #WEH90132

GENERAL INFORMATION

Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital, "Agency" is soliciting Quotations to purchase two (2) new fully automated hematology analyzers, Coulter LH 500 Hematology System or equal, for the Laboratory at Welch Community Hospital and to purchase reagents/consumables for the hematology analyzer systems.

Project:

The mission or purpose of this project is to purchase two (2) new hematology analyzers, Coulter LH 500 Hematology System or equal, for the laboratory at Welch Community Hospital as well as the purchase of necessary reagents/consumables to be used as needed with the hematology analyzers purchased.

OPERATING ENVIRONMENT

Location

Facility is located in McDowell County at Welch Community Hospital, 454 McDowell Street, Welch WV 24801

Background:

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

The following numbers represent the typical utilization encountered by the outpatient service area of Welch Community Hospital for the 2007 fiscal year:

Emergency Room Patients – 10,441
 Observation Visits – 542
 Clinic Patients – 25,524
 Surgeries – 343
 Deliveries – 78
 Laboratory Tests – 771,015
 Radiology – 15,063
 CAT Scans – 2,529
 Ultrasound – 1,869

Mammography – 633
 Respiratory Tests – 21,402
 Electrocardiograms – 4,231
 Admissions – 974
 Long Term Card ADC (48 Patients per day) – 94%
 Overall ADC (60 Patients per day) – 66%
 Total Patient Days (17,514 Long Term Care and 4,496 Acute Care Days) – 22010

Outpatient Services Provided Are:

Primary Care and Family Practice in a Certified Rural Health Setting
 Pediatric Clinic
 Newborn Care
 Internal Medicine
 Surgery
 Emergency Room Services
 Radiology Services Including:
 Diagnostic
 CAT Scan
 Ultrasound
 Mammography
 EKG, Cardiac Doppler Studies, Stress Testing and Respiratory Therapy Services
 Laboratory Services

PROCUREMENT SPECIFICATIONS

General Requirements

The purpose of this project is to purchase two (2) new fully automated hematology analyzers, Coulter LH 500 Hematology System or equal, and reagent/consumables for Welch Community Hospital.

Scope of Work:

The vendor shall provide hematology analyzer equipment and reagent/consumables **as needed** for the Laboratory at Welch Community Hospital. Hematology analyzer equipment will include computer, monitor, keyboard, and laser printer.

1. The vendor will ensure that a local engineer/technician is available to provide service within 12 hours or less of receiving a service call during normal business hours 8:00 am to 5:00 pm, 24 hours or less during all other hours of operation, including weekends and holidays. Also, Technical support must be available via telephone 24 hours a day/7 days a week to troubleshoot problems and/or answer staff questions.
2. Reagents and consumables will be shipped as requested within six (6) days of the vendor receiving the order.

3. All reagents and test kits must have a minimum shelf life of ninety (90) days or more beyond date of receipt. Also, the vendor will ensure that each of the reagents delivered to the hospital have the maximum shelf life available for that specific product.
4. The number of tests kits 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.
5. Reagents will not have to be mixed before using and be immediately ready to put on the analyzer. Reagents must not need to be frozen or reconstituted-they must be ready to use out of the refrigerator.
6. All products and equipment are to be quoted FOB Destination, unless otherwise stated in vendor's quotation.
7. Warranty must include 1 year on parts, labor and travel during Standard Business Hours.
8. References shall be provided upon request.

Equipment Specifications:

The instrument must meet or exceed the following requirements:

A. SAMPLE HANDLING

1. System must have automated sample handling, including mixing and cap-piercing capability for at least 25 samples.
2. System must be able to automatically mix, sample and analyze calibration and control materials.

B. FAIL-SAFE Sample Management

1. Must have FAIL-SAFE sample management system:
 - a. Positive tube identification (tube bar-code read at time of aspiration).
 - b. Positive cassette/position identification (cassette and position bar-code read at time of aspiration).

C. Sample Volume

System shall perform the following:

1. Require 185ul (micro liter) whole blood for analysis in the automated (cap-piercing) mode.
2. Require 125ul sample in the manual or pre-dilute mode of a 1:3 dilution (minimum 50ul whole blood).
3. Require 50ul whole blood with 4 drops reagent A and 2ml (milliliter) reagent B for retic mode.

4. Automatic probe wipe and wash in manual mode.
5. Dual sample aspiration verifiers.
6. Specimen integrity check during and after aspiration.

D. Positive Barcode ID

1. System must have bar code capabilities.
2. System must have 2 identification fields, each of which can be alphanumeric or alpha or numeric up to 16 characters.
3. System must have a bar coded cassette number and position for additional audit trail allowing operator to easily identify the tube if further review is necessary.

E. Counting, Differential and Flagging Technology

1. Must extend analysis time for cytopenic samples (RBC {Red Blood Cells}, Plt {Platelets} and WBC {White Blood Cells}).
2. Must directly measure MCV (Mean Corpuscular Volume).
3. Must have visual displays of RBC volume distribution curves over the range 24 – 360 fl (femto-liter) using 256 channels which are 1.31 fl in size to provide maximum resolution.
4. Must have visual displays of Platelet volume distribution curves from 2 – 20 fl using 64 channels which are 0.28 fl in size to provide maximum resolution.
5. Must use sweep flow to maximize sensing in the RBC/Plt apertures.
6. Must provide a differential analysis in a single channel using the three technologies of volume, conductivity, and scatter in order to maximize resolution, specificity, and efficiency.
7. Must be able to provide a differential on WBC equal or greater than 100 cells/ul.
8. Must directly measure each leukocyte population (vs. calculated parameters) in order to provide more accurate results.
9. Must analyze leucocytes in their near-native state so as not to physically or biochemically alter their morphology. (No cytochemical stains, therefore a much cleaner system and more reliable results).
10. Must include customer definable definitive flags and instrument generated suspect flags.

F. Modes of Operation

1. Must be capable of automatic, cap-piercing whole blood mode running by profile type:
 - a. CBC
 - b. CBC/Differential

G. Parameters:

1. System must perform and display a hematology profile consisting of at least the following 26 parameters:

- a. White Blood Cell Count per ul.
- b. Lymphocyte % (by percentage).
- c. Monocyte %.
- d. Neutrophil %.
- e. Eosinophil %.
- f. Basophil %.
- g. Lymphocyte # (by whole number).
- h. Monocyte #.
- i. Neutrophil #.
- j. Eosinophil #.
- k. Basophil #.
- l. Red Blood Cell Count per ul.
- m. Hemoglobin g/dl (gram per deci-liter).
- n. Hematocrit %.
- o. Mean Corpuscular Volume per fl (femto-liter).
- p. Mean Corpuscular Hemoglobin pg (pico-gram).
- q. Mean Corpuscular Hemoglobin Concentration g/dl.
- r. Red Cell Distribution Width %.
- s. Platelet Count per ul.
- t. Mean Platelet Volume fl.
- u. Plateletcrit %.
- v. Platelet Distribution Width %.
- w. Reticulocyte #.
- x. Reticulocyte %.
- y. Mean Reticulocyte Volume.
- z. Immature Reticulocyte Fraction.

H. Data Management

System must provide an Information Management System offering flexibility for easy interfacing, addition of peripheral devices and future software via disk.

I. Information Management

Information Management System must be able to provide:

1. 3 different levels of user access for security of data and system configuration.
2. At least 20,000 numeric patient results, including graphic results and list mode data.
3. An unlimited number of user-definable control files.
4. An unlimited number of patient control files.
5. Setup of files for each shift worked.
6. Record reagent information lot numbers.
7. Entry of control data from diskette.
8. AutoStop in the event of unacceptable control data.
9. A database of location and physician.
10. User defined decision rules to optimize and standardize laboratory processes 24hrs a day.
11. Transmission of patient results, control results, numeric and graphic to as host computer.

J. Short Term Storage

Must provide short term storage for:

1. Startup log.
2. Calibration.
3. Reproducibility.
4. Carryover.
5. Maintenance.
6. System Events

K. Quality Control (QC)

1. System must combine the following QC techniques:
 - a. Storage and analysis of commercial control data.
 - b. Daily instrument checks.
 - c. Patient results by operator.
 - d. Storage of patient results with XB analysis with AutoStop function after two successive batches exceed limits.
 - e. Archive any or all control data to floppy disk.

f. Interlaboratory Quality Assurance Program (IQAP).

2. IQAP assessment.
3. Automated calibration with values from diskette.

L. MAINTENANCE

System must have zero routine daily maintenance which includes utilization of the following features:

1. Self-cleaning blood sampling valve.
2. Proprietary pull-apart pinch tubing.
3. Cleaning agent, which eliminates the need for routine bleaching.
4. Burn circuit, which purges apertures of sample residues after each cycle with specified voltage.
5. Automatic anti-clog device for VCS (Volume, Conductivity, Scatter) Cell Analysis Chamber.
6. Must have "STAT" capability with positive bar code identification.
7. Cap piercing needle should be single needle assembly, which both pierces and vents while minimizing trauma to the rubber cap.
8. Must provide sensing alerts for low reagents.
9. Manufacturer must provide commercial control materials for routine quality control of CBC and extended differential parameters.

M. Throughput

System must have a throughput of up to 75 samples per hour in the CBC Primary mode when processing samples with the following criteria:

WBC > 7.0×10^3 cells/ul.

RBC > 5.0×10^6 cells/ul.

Plt > 300×10^3 cells/ul.

Trade-In Allowance of Equipment on Hand

Vendors may take into consideration Coulter Max-M hematology systems currently owned by the facility as trade-in for the purchase of the new equipment.

1. Coulter Max-M w/Retic Blood Analyzer, Serial Number 00Z08099.
2. Coulter Max-M A/L Blood Analyzer, Serial Number RAF18018.

Term of Contract

This contract shall be for the period of one year with the option of two (2) one (1) year renewals.

Cost Evaluation

It is preferred that each responder use the cost proposal sheet provided.

Award will be based on the overall lowest grand total.

Payment

The vendor shall submit invoices, in arrears, to the facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

Payment for equipment will be made in arrears, upon completion of delivery, installation and in-service training and receipt of invoice.

Payment for reagent and consumables will be made in arrears upon delivery of reagents/consumables. State law forbids payment of invoices prior to receipt of goods or services.

**Cost Sheet
WEH90132**

Equipment Description		Quantity	Equipment Each	Total Equipment Cost
1	Coulter LH 500 "OR EQUAL"	2	\$57,000.00	\$ 114,000.00
2	Equipment Delivery and Inservice Training	1	\$ 0.00	\$ (INCLUDED)
3	Year 2 Maintenance Agreement Upon Renewal	2	\$11,655.00	\$ 23,310.00
4	Year 3 Maintenance Agreement Upon Renewal	2	\$11,655.00	\$ 23,310.00
5	Less Trade-In Allowance Coulter Max-M w/Retic S#00Z08099		-\$7,000.00	-\$ 7,000.00
6	Less Trade-In Allowance/Coulter Max-M A/L S#RAF18018		-\$7,000.00	-\$ 7,000.00
Total		(A)		\$ \$146,620.00

*The estimated annual usage per unit is based on the following estimated number of test (CBC /Diff's 26,828, Control Runs 7,300 per year and 2 Calibration procedures per year per per instrument) to be performed using the Coulter LH 500 or equal:

Item No.	Reagent/Consumable Description	Vendor Item Number	*Estimated Annual Usage Per Unit	Unit Price	Estimated Annual Cost
1	LH 700 Series Diluent, 20 L "OR EQUAL"	8547194	114	\$ 25.02	\$ 2,852.28
2	Lyse S III dif, 5 L "OR EQUAL"	8546796	12	\$ 317.12	\$ 3,805.44
3	LH 700 Series Pak, EA "OR EQUAL"	8547195	16	\$ 137.77	\$ 2,204.32
4	LH Cleaner, 10 L "OR EQUAL"	721543	14	\$ 47.16	\$ 660.24
5	Latron Control, 5x16mL "OR EQUAL"	7546914	18	\$112.13	\$ 2,018.34
6	Latron Primer, 5x16mL "OR EQUAL"	7546915	18	\$46.43	\$ 835.74
7	5C Tri-Pak, 12x3.3mL "OR EQUAL"	7547116	48	\$180.38	\$ 8,658.24
8	S-CAL, 2x4.2mL "OR EQUAL"	624519	4	\$ 71.58	\$ 286.32
9*				\$	\$
10*				\$	\$
11*				\$	\$
12*				\$	\$
13*				\$	\$
14*				\$	\$
15*				\$	\$
Total Reagent/Consumables			(B)		\$ \$21,320.92 (one year volume)

Grand Total (A)+(B) **\$167,940.92**

* Add any additional reagents/consumables that would be in addition to the items listed above with estimated annual usage based on the above estimated numbers to allow items to be included in the evaluation process.

Award will be made on the overall grand total of all items requested

Vendor will invoice hospital for reagents/consumables and payment will be made in arrears.
 Vendor will invoice hospital for equipment, delivery, and inservice, payment will be made in arrears.
 Vendor will invoice hospital upon renewal for maintenance agreement quarterly and payment will be made in arrears.

RFQ No. WEH 90132

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code §61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: BECKMAN COULTER, INC.

Authorized Signature: Jeanne Nelson for Roger Sedway Date: 4-28-09

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: BECKMAN COULTER, INC. Signed: (NOT APPLICABLE)

Date: Title:

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

Beckman Coulter Purchase Plan



Date: 4/28/09 Expiration Date: 6/30/09 BCI Proposal No. : 32755US
 Page No. : 1 of 8

BILL TO Welch Community Hospital 454 McDowell Street Welch, WV 24801	SHIP TO Welch Community Hospital Request for Quotation No. WEH90132 454 McDowell Street Welch, WV, 24801
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Beckman Coulter Representative(s): Ray Stagg

System Description	Type	Part No.	Quantity	Extended List Price
■ Coulter LH 500 Hematology System	New	179511	1	\$145,000.00
■ Coulter LH 500 Hematology System	New	179511	1	\$145,000.00
■				

Total Allowances: \$190,000.00
 In consideration of a 36 month Reagent Agreement, the net pricing shown is contingent upon the purchase of the reagents in the dollar volumes stated in the attached Reagent Agreement on Reagent Proposal Number 32755US-A.

Total List: \$290,000.00
Non-Std Allowances: (\$14,000.00)
Std Allowances: (\$176,000.00)
Net: \$100,000.00

CHECK ONE: FMV LEASE RENTAL OTHER: **Purchase**

End of Lease Purchase Option: End of Lease Option shall be Rental unless another option is selected.

National/Corporate Account Affiliation:

Agreement Term / Total Investment:

36
 Agreement Term- Monthly System Monthly Service Payment
 (Number of Months) Lease Payment* [if included]
 *Sales Tax is NOT included and will be automatically added when applicable.

Security Initial Lease Payment
 Deposit (1st Month + Service [if included] + Deposit)

Lessor/Seller: Beckman Coulter, Inc.

Lessee/Buyer: Welch Community Hospital

Signature-Beckman Coulter Authorized Official

Customer Authorized Signature

Printed Name-Beckman Coulter Authorized Official

Printed Name and Title

Acceptance Date

Effective Date

Date

Purchase Order Number

ACCEPTANCE: This agreement is subject to the terms and conditions set forth on both sides and is not binding until signed by an authorized representative of user and accepted by Beckman Coulter, Inc. ("BCI") with the signature of a BCI-Authorized Official

The pricing, warranties and product descriptions on this Contract are valid only for sale within the United States of America.

This Document contains Confidential, Trade Secret, Commercial, or Financial Information owned by Beckman Coulter, Inc. and is voluntarily submitted for evaluation purposes only. It is exempt from disclosure under the Freedom of Information Act (5 U.S.C 552) under Exemption (b)(4), and its disclosure is prohibited under the Trade Secrets Act (18 U.S.C 1905).

Compliance: Parties agree to comply with all Federal and State laws and regulations including, but not limited to, HIPAA and Stark laws, as well as JCAHO Standards for quality of care. Security and Confidentiality: Parties agree to maintain Security and Confidentiality and any individually identifiable health information received ("Protected Health Information" or "PHI") as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated there under.

No purchase order issued or sent by the customer to BCI, either subsequent to or contemporaneously with this Agreement, shall become part of this Agreement or be valid or enforceable, except to the extent that the purchase order provides for the time and place of delivery of the goods supplied pursuant to this Agreement and only if such items are not specified in this Agreement.

Unless expressly provided otherwise in this Agreement, in the event that Customer is returning an instrument pursuant to this Agreement, if Customer does not return the instrument within thirty (30) days after the termination of this Agreement, Customer shall pay BCI an amount equal to the fair market value of the System of the type possessed by Customer in average condition.

Unless expressly provided otherwise in this Agreement, in the event that BCI has given a trade-in allowance, Customer shall send to BCI the subject of the trade-in allowance upon the commencement of this agreement. If Customer does not send BCI the subject of the trade-in allowance within thirty (30) days after the commencement date, Customer shall pay BCI an amount equal to the trade-in allowance.

Beckman Coulter Hematology LH & HmX Series Reagent Proposal



Date: 04/28/2009

BCI Proposal No. : 32755US-A

Proposal Expires: 6/30/09

Agreement Term: 36 Months

Page No. : 2 of 8

BILL TO

Welch Community Hospital
454 McDowell Street
Welch, WV 24801

SHIP TO

Welch Community Hospital
Request for Quotation No. WEH90132
454 McDowell Street
Welch, WV, 24801

National/Corporate Account Affiliation:

Do the quantities and prices stated below supercede any existing Beckman Coulter Contract? YES NO

● If YES, the current Beckman Coulter Contract Number to be cancelled/superceded is: 5918US (COMP4921).

● Also, if YES, the Customer's current Purchase Order Number to be cancelled is:

Reagents/consumables to perform 26828 CBC/Diffs, 0 CBC's, and 0 Reticulocyte Tests per year are included below.

Reagents/consumables to perform 7300 Control Runs per year and 2 Calibration procedures per year per instrument are included below.

Part Number	Description	Annual Qty	Net Price	Extended Net Price
8547194	LH 700 Series Diluent, 20 L	114	\$25.02	\$2,852.28
	Based upon Amerin-Lyse S III diff, 5 L	12	\$317.12	\$3,805.44
8547195	LH 700 Series Pak, EA	16	\$137.77	\$2,204.32
721543	LH Cleaner, 10 L	14	\$47.16	\$660.24
7546914	Latron Control, 5 x 16 mL	18	\$112.13	\$2,018.34
7546915	Latron Primer, 5 x 16 mL	18	\$46.43	\$835.74
7547116	5C Tri-Pack, 12 x 3.3 mL	48	\$180.38	\$8,658.24
624519	S-CAL, 2 x 4.2 mL	4	\$71.58	\$286.32

Proposal Annual Reagent Commitment: **\$21,320.92**

Monthly Reagent Commitment: **\$1,776.74**

For the proposed Instrumentation, refer to page 1 of this Proposal

In consideration of Customer's agreement to use the specified Reagents sold by Beckman Coulter, Beckman Coulter agrees to sell to Customer for the term of this Agreement, such quantities of Reagents at the pricing specified above. Beckman Coulter will invoice Customer for items ordered, plus any applicable taxes, shipping and handling charges. Customer shall issue its purchase order directly to Beckman Coulter, Inc. All terms and conditions contained in any order form issued by Customer pursuant to this Agreement shall be null and void to the extent that they conflict with any of the terms and conditions of this Agreement. This Agreement is subject to the terms and conditions set forth on both sides and is not binding until signed by an authorized representative of user and accepted by Beckman Coulter, Inc. with the signature of a Beckman Coulter, Inc. Authorized Official. Furthermore, the

SELLER or LESSOR:

BECKMAN COULTER, INC.

ACCEPTANCE

BUYER or LESSEE:

Welch Community Hospital

Signature-Beckman Coulter Authorized Official

Customer Authorized Signature

Printed Name-Beckman Coulter Authorized Official

Printed Name and Title

Acceptance Date

Effective Date

Date

Purchase Order Number

Commencing on the second anniversary of the signed date of this Agreement and on each anniversary thereafter, Customer or Beckman Coulter has the right to renegotiate this Agreement on a prospective basis if the Customer's annual reagent volumes substantially decrease, as measured over the preceding 365 days. This right can only be exercised by giving written notice to the other party within thirty (30) days following the anniversary date.

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Proposal Terms and Conditions



Customer: <u>Welch Community Hospital</u>	Proposal No. <u>32755US</u>
National/Corporate Account Affiliation: _____	Page No. <u>3 of 8</u>
Proposal Expiration Date: <u>06/30/2009</u>	Date: <u>04/28/2009</u>

Requrst for Quotation No. WEH90132

Instrumentation

Each LH 500 Hematology Analyzer includes installation of the LH 500 Instrument with reticulocyte capabilities, one PROService remote diagnostic connections, a Windows-based workstation, flat screen monitor, printer, UPS, integrated barcode scanner, plus an extra hand-held barcode scanner and training for one person in Beckman Coulter's Education Center in Miami, Florida.

Airfare to the Miami Training Center is included in the purchase plan. All training positions for the LH500 Systems must be used within 60 days of the installation of the LH500 Systems.

This agreement includes the trade-in and return to Beckman Coulter of Coulter MaXM-A/L Serial No. RAF18018 and MaXM- Retic Serial No. Z08099 (return freight paid by Beckman Coulter).

The charges in this Agreement includes a credit of up to \$6000.00 for one interface that can be used for reagents. Proof of payment to the interface vendor is required before credit will be given.

Beckman Coulter will include one set of CLIA Compliant Procedure CDs for the LH500 Equipment.

Warranty / Service

Warranty: One year on parts, labor and travel during Standard Business Hours (8:00 AM to 5:00 PM, local time, Monday through Friday, except designated holidays.)

At the end of the first year warranty period the customer may purchase additional Standard Business Hours (8:00AM-5:00PM, local time, Monday through Friday) for the amount \$11,655.00 per year.

Standard Terms, Miscellaneous

The attached Reagent Worksheet includes sufficient reagents and consumables supplies to complete: 26828 CBC/Diff's, 0 CBCs, 0 Reticulocyte and 7300 Quality Control analyses per year on the instrumentation specified on the Instrument Worksheet.

Additionally, included in the Reagent Volume calculations are the following operational assumptions: a) 1 Startup and 1 Shutdown Daily; b) 0% Repeat Rate for CBC-based analyses; c) 0% Repeat Rate for Reticulocyte Analyses.

The Customer agrees to run only commercialized reagent and consumable products sold by Beckman Coulter.

Commencing on the second anniversary of the signed date of this Agreement and on each anniversary thereafter, Customer or Beckman Coulter has the right to renegotiate this Agreement on a prospective basis if the Customer's annual reagent volumes substantially decrease, as measured over the preceding 365 days. This right can only be exercised by giving written notice to the other party within thirty (30) days following the anniversary date.

Prices for the Hematology reagents and consumables will remain firm throughout the term of Amerinet Contract No. VL05000.

Beckman Coulter will waive freight charges for the Equipment as long as the Equipment is shipped using Beckman Coulter's standard shipping schedule and method. All changes to Beckman Coulter's shipping method requested by the Customer will be subject to a fee. All other shipments are governed as otherwise provided in this Agreement.

Beckman Coulter will also waive freight charges for one recurring standing order of Consumables as long as the Equipment is shipped using Beckman Coulter's standard shipping method and as long as the Customer does not change its standing order more than once per year or its predetermined ship schedule. All changes to Beckman Coulter's shipping schedule or method requested by the Customer will be subject to a fee. All other shipments are governed as otherwise provided in this Agreement.

The pricing, warranties and product descriptions on this quotation are valid only for sale within the United States of America.

No purchase order issued or sent by Customer to BCI, either subsequent to or contemporaneously with this Agreement, shall become part of this Agreement or be valid or enforceable, except to the extent that the purchase order provides for the time and place of delivery of the goods supplied pursuant to this Agreement and only if such terms are not specified in this Agreement.

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GENERAL TERMS AND CONDITIONS

- days prior written notice cancel any portion of this Agreement requiring us to deliver the affected Product; the remainder of this Agreement will remain in full force and effect.
1. **Definitions.** "Customer" or "you" means the party identified in the Customer Bill To section of this Agreement. "BCI" or "us" or "we" means Beckman Coulter, Inc. "Products" means Equipment, Consumables, Test, and Billables. "Equipment" means the instrument(s), options and accessories selected by you and specifically identified in this Agreement, together with all replacement parts, repairs, additions, and substitutions. "Test Kits" means the BCI reagents, calibrators, controls, buffers, and diluents to be provided by us to you in accordance with the terms of this Agreement. "Supplies" means BCI sample cups, pipettes and other use and maintenance supplies. "Consumables" means Test Kits and Supplies. "Test" means any analysis of a patient sample, control, or calibration performed with the Equipment using reagents, or Consumables, provided by us. "Billables" means any analysis of a patient sample performed with the Equipment that may be billed to or for which reimbursement may be sought from a patient, insurer, state or federal health care program, or otherwise, including without limitation proficiency testing, no charge patient testing, research testing, and any other testing on patient samples. Billables does not include calibrations, quality control, and patient repeats. "Service" means the service purchased by you as indicated in the Proposal. "Effective Date" means the date upon which an authorized BCI representative signs the Proposal at BCI's corporate offices. "Acceptance Date" means the date upon which the last piece of Equipment is accepted by you pursuant to Section 8 hereof.
 2. **Price.** Your price for any Product will be the price stated on the Proposal. If the price is stated by reference to a published BCI price list, then your price will be the published BCI list price for the Product in effect at the time we receive your purchase order. You are responsible for all sales, use, value added or similar taxes and all fees, licenses, duties, or levies in addition to the prices stated. Unless otherwise expressly stated in this Agreement, in addition to the purchase price, you are responsible for all shipping and handling charges, freight, insurance, and other charges and fees, including telephone hot-line support not covered under the warranty. If you have agreed to return any equipment to us, we must receive the applicable equipment within 30 days of the Acceptance Date or we may charge you for the fair market value of the applicable equipment or Trade-in Credit (as specified in the Proposal). Two years from the Acceptance Date and each anniversary thereafter, either of us may renegotiate the Agreement if your annual Consumable volumes substantially decreased over the prior year and the requesting party gives written notice of the intent to renegotiate within 30 days following the anniversary of the Acceptance Date. If any government action prevents a change in price or the continuing of any price already in effect, we may on 30
 3. **Term; Termination.** Notwithstanding anything in the Proposal to the contrary, we reserve the right to withdraw the Proposal at any time prior to the Effective Date. Your signing and sending to us a copy of the Proposal will constitute your acceptance of the Proposal and these General Terms and Conditions (collectively this "Agreement") The initial term of this Agreement, including for any leased Equipment, is as specified in the Proposal and will automatically renew for additional successive one year terms, unless terminated by one party giving the other party 90 days written notice of termination prior to expiration of the current term.
 4. **Payment Terms; Collection Costs.** Payment terms are net 30 days from the date of our invoice to you unless otherwise expressly stated in the Proposal. If at any time you fail to comply with this Agreement or, in our sole discretion we have doubts about your creditworthiness, we may by written notice to you require alternative payment terms, limit or cancel your credit, require payment in advance or C.O.D., suspend shipments, and demand assurances of your performance. If, after such notice, you fail to agree and comply with the payment terms demanded by us in such notice, or fail to give adequate assurances of performance, we may declare you to be in default of your obligations under this Agreement. If, for any reason, you do not pay us by the due date, we will be entitled to charge you a late fee and interest on all amounts owed to us at the rate of the lesser of 1½% per month or the maximum legal interest rate. Upon default, including without limitation an Equipment lease default as described below in Section 16 or other default as described below in Section 17, you agree to pay all collection costs we incur, including without limitation reasonable attorneys' fees and expenses. Upon signing this Agreement, you will pay any security deposit shown in the Proposal. We may apply, at our discretion, any security deposit to any of your outstanding obligations to us and, to the extent not so applied, will return the security deposit, without interest, to you upon expiration of this Agreement.
 5. **Equipment Lease.** This section applies if you lease the Equipment, whether or not the lease payments are included in the amount you pay for Consumables, Tests, or Billables. You agree that this Agreement constitutes a true lease for the use of Equipment, and unless otherwise specifically agreed to in writing by both you and us, you do not have any ownership interest in or title to the Equipment and will return the Equipment to us upon termination or cancellation of the Agreement in good condition, normal wear excepted. So long as you are not in default, you may purchase the Equipment "as is" upon expiration of the Agreement for a purchase price equal to the Equipment's fair market value at the time of purchase.
 6. **Title; Security Interest.** Title to any Equipment will remain

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with us until you have paid in full all amounts due us, including without limitation the purchase price and any late fees. You will allow us reasonable access to your premises to remove the Equipment upon termination or cancellation of this Agreement. If, for any reason, it is determined that title to any Equipment passes to you, including title to any leased Equipment, you hereby grant to us and we reserve a purchase money security interest in the Equipment, and any proceeds thereof, for all amounts owing to us for or related to such Equipment. In such event, you also grant to us a security interest in the Equipment for any other amounts owing to us under this or any other agreement. You agree to cooperate with us in perfecting and maintaining our security interest, including the preparation, signing, and filing of UCC financing statements. We may assign or reassign our security interest without notice to you, provided that our obligations under this Agreement remain in full force and effect. You will recognize each such assignment and will not assert against the assignee any defense, off-set or counterclaim you may have against us under this Agreement or any other agreement between us. The Equipment is and will remain personal property; you will not affix or attach the Equipment to real property or any improvements thereon. You will not sell, secrete, mortgage, assign, transfer, lease, sublet, loan, part with possession of, or encumber your interest in this Agreement, the Equipment or any interest therein, or permit any liens or charges to become effective thereon.

7. **Equipment Use.** While we hold title to or have a security interest in the Equipment, you agree to (a) maintain and operate the Equipment only in accordance with our operating manual, (b) purchase from us a service plan on the Equipment once the warranty has expired, (c) promptly pay all taxes, including any property taxes, assessments, license fees and other charges when levied or assessed against the Equipment or the ownership or use of it; (d) immediately discharge any lien other than ours that may arise or attach to the Equipment; (e) not remove the Equipment or any part of it from the "Customer Ship to" location stated in the Proposal; (f) not misuse or abuse the Equipment; and (g) not make any alterations, additions or improvements to the Equipment without our prior written consent. You will insure the Equipment for full replacement value for all risks of loss and assume the entire risk of loss or damage to the Equipment from any cause from the date such Equipment is placed in the possession of the common carrier selected by us until we execute any document acknowledging our receipt of the Equipment upon its return, whether or not such Equipment is covered by insurance. The occurrence of any such loss or damage will not relieve you of your obligations hereunder.
8. **Delivery; Product Acceptance.** We will use reasonable commercial efforts to ship Product within a reasonable time after we receive your purchase order, or if the Proposal states a proposed shipment date, we will endeavor to ship the Product on or before such date but will not be liable for failing to do so. We may deliver in installments, and each installment will be deemed to be a

separate sale. We may render a separate invoice for each installment, which you will pay in accordance with this Agreement without regard to prior or subsequent installments. All Products are sold FOB our loading dock. Risk of loss with respect to all Products will pass from us to you upon delivery to the common carrier selected by us. Leased Equipment will be deemed accepted by you 60 days from shipment of the Equipment unless you have notified us in writing of any defect or non-conformity prior to that date. All other Products will be deemed accepted by you upon shipment.

9. **Defective Products; Product Return.** Except for leased Equipment, you will report to us in writing any claims for missing or defective Product within fifteen days from your receipt of the Product. Product returns must be made in accordance with our returned materials policy and may be subject to a restocking charge.
10. **Third Party Use.** You will use the Products only for your internal business purposes and will not permit any third parties to use the Products. It is the explicit intent of us both that no person or entity other than either of us is or will be entitled to bring any action to enforce any provision of this Agreement and that this Agreement will be solely for the benefit of, and will be enforceable only by, either you or us (or each of our respective successors and assigns as permitted under this Agreement).
11. **Service.** To the extent you purchase service, this section will apply. Unless otherwise specified in the Proposal, you will pre-pay your service fees on an annual basis. If you cancel an annual service plan prior to the end of the pre-paid annual period, we will refund you the annual pre-paid fee minus the greater of a) any services rendered at our prevailing rates or b) 15% of the annual service fees multiplied by the number of months or part thereof that the service contract was in effect. Our Business Hour Service plan is our standard service plan and includes 24 x 7 telephone technical support and, as required, parts, labor, and travel for on-site service calls during our normal business hours, which are 8 a.m. to 5 p.m. Monday through Friday local time, excluding holidays. All requests for same-day, on-site service must be made before 3:00 p.m. local time. If you want same-day service and the request is made after 3:00 p.m., you must issue a purchase order to us. If on-site service cannot be completed during our normal business hours, we will charge you our prevailing rates for the service. If you obtain a nonstandard service plan, you may find the applicable plan description in the Total Service Agreement – Plan Description documents available from us. Such description will apply to the extent it is different than the Business Hour Service plan described above. You agree to make the Equipment available at the agreed upon service time or we may charge you our prevailing service rates for the service call. We will own all parts for which we have provided a replacement. Service fees do not include a) the moving, re-installation, de-installation, or decontamination of the Equipment or b) service on

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uninterruptible power systems, line conditioners, or laboratory information services. We warrant that the services will be performed in a workmanlike manner by our trained employees. **THE FOREGOING WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND IS YOUR EXCLUSIVE REMEDY RELATING TO SERVICE.** Your exclusive remedy under the service warranty is the reservice of the applicable Equipment or the replacement of defective parts. If you have purchased PROService, you must maintain and provide us with a network connection to access the Internet and acknowledge that we retain ownership of the PROService equipment.

12. **License.** All computer software and/or programs, regardless of storage media, and all copies thereof, provided with the Equipment and/or provided to you from time to time during the term of this Agreement (jointly and severally the "Software") will at all times be and remain our sole and exclusive property. You further agree that we retain all intellectual property rights in the Software, including rights of derivation. We grant to you and you accept a limited, nonexclusive, non-transferable license to use the Software only in conjunction with your use of the Products and only provided you use the Products in accordance with our current operation and use instructions for the Products, which includes the use of only our Consumables with the Equipment. You will not copy or permit others to copy the Software or any portion of it. You will return the Software to us when you receive from us or our approved vendor new or replacement version of the Software. The license granted herein expires when you cease using the Products in accordance with our current operation and use instructions for the Products and you grant us the right to enter your facilities at reasonable times and after reasonable notice to remove the Software in the event you use the Products in a manner inconsistent with our current operation and use instructions or with another party's reagents or consumables.
13. **Limited Warranty and Disclaimer.** Subject to the below exceptions and conditions, we warrant to you that (a) the Equipment will perform in all material respects in accordance with the applicable operator manuals in effect at the time of the Equipment delivery, for twelve months, or for the period as otherwise specified in the Proposal, from the Acceptance Date and (b) reagents and other consumables provided under this Agreement will conform and perform in all material respects consistent with the applicable labeling for the lesser of the expiration date set forth on such label or 12 months from the delivery date if no date is specified on such label. If our investigation discloses that a Product defect developed under normal and proper use in accordance with our operating instructions within the warranty period, we agree, at our option, and without charge to you for parts, labor, and travel, either to repair during our normal business hours, as defined in Section 11, or replace the non-conforming Product. Your sole and exclusive remedy against us for missing or defective Products will be repair or replacement by us of said Products. If a third party manufactured product is supplied to you pursuant to this Agreement (such as software, printers, or personal computers), we assign to you any rights that may exist under the warranty provided by the manufacturer. We do not, however, warrant the performance of the third party manufactured product or provide any remedy for failure of the third party product to perform. Your exclusive remedy is any remedy that may exist under the warranty rights passed through to you under this section. **THE FOREGOING WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND IS YOUR EXCLUSIVE REMEDY RELATING TO PERFORMANCE OF THE PRODUCTS. EXCEPT AS OTHERWISE STATED IN THIS SECTION, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE PRODUCTS AND TESTS PERFORMED BY THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
14. **Limitation of Liability.** **OUR TOTAL LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO DIRECT MONEY DAMAGES NOT TO EXCEED THE AMOUNT PAID BY YOU UNDER THIS AGREEMENT TO US DURING THE TWELVE MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED. THIS LIMIT IS CUMULATIVE AND ALL PAYMENTS UNDER THIS AGREEMENT WILL BE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMIT. WE WILL HAVE NO LIABILITY TO YOU, YOUR CUSTOMERS OR ANY OTHER THIRD PARTIES UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PENAL LOSS OR DAMAGE OF ANY NATURE WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.** No action, regardless of form, arising out of this Agreement or any transaction pursuant to this Agreement, may be brought by you more than one year after the date the cause of action accrued.
15. **Service and Warranty Disclaimer.** You will be responsible for, and our service obligations under Section 11 and the warranty given under Section 13 will not apply to, repairs, replacements or claims resulting from (a) your failure to properly perform the service and maintenance required in the operator's manual for the Equipment, (b) repairs or relocation of the Equipment by persons other than our service personnel, (c) replacements with non-genuine BCI parts, (d) your negligence or negligent operation of any Product or the negligence or malpractice of another party, (e) alterations or modifications to any Product, (f) using unauthorized third party products with the Equipment, (g) environmental conditions outside the recommended range of the Product, such as electrical supply, temperature, or humidity, or (h) other factors

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beyond our control, such as fire, explosion or flood.

16. **Equipment Lease Default.** Upon your failure to comply with any term or obligation of this Agreement, we may, at our option, upon 30 days notice to you, cancel the equipment lease portion of this Agreement and accelerate the balance. In such event, all amounts due and to become due for the equipment lease, will be immediately due and payable. Upon such cancellation, we may issue an invoice for an amount including any or all of the following: (a) all past due amounts and (b) the number of months remaining in the lease term before maturity multiplied by the monthly lease payment set forth in this Agreement, the product of which will be discounted to the date of the default at six percent (6%) per year, but only to the extent required by law. Because we both understand the difficulty in estimating our damages upon default, you agree that the provisions of this paragraph represent an agreed measure of our actual damages and are not to be deemed a penalty or forfeiture. We will have no obligation, whether under statute or otherwise, to sell, lease or otherwise use or dispose of any Equipment in mitigation of our damages.
17. **Other Default.** Upon your failure to comply with any term or obligation of this Agreement, including without limitation an Equipment lease default, or if you fail to purchase Consumables in the amount of the Minimum Annual Commitment or for the full term and such failure is not corrected after 30 days notice to you, or if any credit or other information submitted by you to us be untrue in any material respect, then we may, at our option and without notice or demand, terminate the Consumables, Tests, Billables and Service portions of this Agreement. Upon such termination, we may issue an invoice to you for an amount equal to the total of (i) all past due amounts, plus (ii) the lesser of: (x) the amount that you would have paid if the Consumables, Tests, Billables and Service delivered had been purchased at the list price instead of any discounted price, or (y) an amount equal to 60% of Contracted Remainder. "**Contracted Remainder**" means the price that you would have been paid if you had fully performed your obligations to purchase the Minimum Annual Commitment and Service under the Agreement. In addition, if Equipment (including accessories, options, and peripherals) has been provided under this Agreement, we will be entitled to be paid an amount equal to any credits, allowances, or discounts given to you and a portion of One Time Expenses. "**One Time Expenses**" means all expenses incurred by us because of you agreeing to the Minimum Annual Commitment and without limitation may include all training, installation, shipping, and delivery expenses. The percentage of these One Time Expenses to be recoverable will be calculated by dividing the Contracted Remainder by the total revenue that would be paid to us under this Agreement if you were to fully perform all your obligations. You agree to pay such invoice within 30 days of the date thereof. The foregoing does not preclude us from seeking or enforcing any other right or remedy available to us under law or in equity. We do not
- waive any rights by accepting overdue payments nor is our waiver of a breach to be deemed a waiver of any future breach.
18. **Regulatory Requirements.** You will comply with all applicable laws and regulations. You acknowledge your obligation to inform your employees, consultants and associates who will use the Products of our labeling literature and related notices that we provide to you. If you file any cost reports or claims for reimbursement with federal or state health care programs, you will fully and accurately disclose and claim the amount of any discount included under this Agreement in the fiscal year in which the discount is earned or the following year, according to any applicable federal and state statutes and regulations. You acknowledge that the Equipment is not generally operated in patient care areas and agree that you will not subject our personnel to access requirements greater than those specifically recommended by the Joint Commission for health care representatives without regular access to patient care areas.
19. **Force Majeure.** We will not be liable for any delay or failure to perform under this Agreement due to causes beyond our reasonable control, such as acts of God, war or other hostility, acts of terrorism, civil disorder, the elements, fire, power failure, equipment failure, industrial or labor dispute, embargo, acts of any government or inability to obtain necessary supplies and the like. In the event of any such delay or failure to perform, we will have additional time within which to perform our obligations under this Agreement as may be reasonably necessary under the circumstances and the right, to the extent necessary in our reasonable judgment, to apportion Product then available for delivery in such manner as we consider equitable.
20. **Patents.** We will defend you in any suit or proceeding brought against you to the extent it is based upon an assertion that a Product provided by us under this Agreement ("**Claim**"), in and of itself, constitutes an infringement of any United States patent having a claim or claims covering the Product or the use of the Product, provided that a) you i) use the Product according to the operator manual and/or the labeling for the Product, ii) do not modify the Product in any way, and iii) do not use the Product in combination with any other product, component or reagent not supplied by us for use with this Product under this Agreement, and b) you notify us promptly in writing of any Claim and give us authority, information and assistance (at our expense) to defend the Claim. We will pay you for all damages and costs awarded against you in the Claim. If use of the Product, in and of itself, is enjoined, we will, at our option and expense, either (1) procure for you the right to continue using the Product, (2) replace the Product with a noninfringing product, or (3) modify the Product so it becomes noninfringing.
21. **Purchase Orders; Entire Agreement.** This Agreement (including the Proposal and these General Terms and Conditions) constitutes the entire understanding between

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you and us with respect to its subject matter and supersedes any and all prior or contemporaneous understandings and agreements, written or oral, and any of your additional or different terms or conditions, relating to the subject matter. Any terms or conditions on your purchase order, order acknowledgement or any other document relating to the purchase, sale or transfer of Product will be null and void and without legal effect. Such documents will be used only to confirm prices, quantities, agreed delivery schedules and the like and will not supplement, modify or amend any term and condition of this Agreement, and in the event of a conflict, this Agreement will prevail.

22. **Dispute Resolution.** Any contract between us relating to Products, including this Agreement, will be governed by and construed in accordance with the laws of the State of California, excluding both its choice of the law provisions and the United Nations Convention on Contracts for the International Sale of Goods. Within 30 days of a request by either you or us, a Vice President (or equivalent officer) of both you and us will personally attempt to resolve a dispute with each other. If these officers do not resolve the dispute within 30 days, the dispute may be submitted to mediation if both you and us agree.
23. **Export Controls.** You agree that you will not export or transfer Product for re-export in violation of any United States laws or regulations, or to any denied or prohibited person, entity, or embargoed country in violation of such laws or regulations. The pricing and warranties set forth in this Agreement are valid only for Products delivered to you installed by you and used by you within the United States and the District of Columbia.
24. **Miscellaneous.** This Agreement may be changed only in a written document signed by each party's duly authorized representative. Our failure to exercise any rights under this Agreement will not be deemed a waiver or forfeiture of such rights. Headings in this Agreement are for convenience only and will not constitute part of this Agreement. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable for any reason, (a) the validity and enforceability of the remaining provisions will not be affected or impaired in any way and (b) the parties will promptly renegotiate the effected provision to determine valid and enforceable language that most closely resembles the language rejected by the court and intended by the parties. You may not assign or transfer this Agreement or any rights or obligations under this Agreement without our prior written consent. This Agreement will not be construed as if it had been prepared by either party, but rather as if it were jointly prepared. This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement.