



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

Request for Quotation

RFQ NUMBER
WEH11147

PAGE
1

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

RFQ COPY

VENDOR

Covidien
 6135 Gunbarrel Ave.
 Boulder, CO 80301

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	F.O.B	FREIGHT TERMS
04/27/2011	Net 30	Ground	Destination	No Charge

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	4	EA		475-00-99-001	\$22,012.53	\$88,050.12
<p>MECHANICAL VENTILATORS <i>Please see Attachment B, Item 9.</i> REQUEST FOR QUOTATION</p> <p>DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR HEALTH AND HEALTH FACILITIES IS SEEKING BIDS FOR THE PURCHASE OF FOUR (4) FULLY INHANCED MECHANICAL VENTILATORS PER ATTACHED SPECIFICATIONS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. <i>Please see Attachment B.</i></p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. <i>Please see Attachment B.</i></p> <p>REV. 05/26/2009</p> <p>INQUIRIES:</p>						

RECEIVED

2011 JUN -7 A 10:07

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Crystal Bickford TELEPHONE 336-675-6213 DATE 6-7-11

TITLE Vent Sales Rep FEIN 94-2789249 ADDRESS CHANGES TO BE NOTED ABOVE

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



**Welch Community Hospital
Health and Human Resources
State of West Virginia**

Request for Quotation #WEH11147

for Equipment – Ventilators

due June 7, 2011, 1:30 pm

Proposal by

Nellcor Puritan Bennett LLC, d/b/a Covidien

Dated: June 7, 2011

**Nellcor Puritan Bennett LLC, d/b/a Covidien
6135 Gunbarrel Avenue
Boulder, CO 80301**

**Crystal Bickford
Ventilator Sales Representative
336.675.6213**



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HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL

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 24801 304-436-8710

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<p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 05/19/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p><i>See attached literature; 840 vent and Aeroneb pro.</i></p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Crystal Bickford	TELEPHONE	336-675-6213	DATE	6-7-11
TITLE	Vent Sales Rep	FEIN	94-2789249	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----WEH11147-----</p> <p>BID OPENING DATE:-----06/07/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----336-578-9020-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Crystal Bickford	TELEPHONE	336-675-6213	DATE	6-7-11
TITLE	Vent Sales Rep	FEIN	94-2789249	ADDRESS CHANGES TO BE NOTED ABOVE	

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Crystal Bickford -----						
***** THIS IS THE END OF RFQ WEH11147 ***** TOTAL:						\$88,050.12

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Crystal Bickford	TELEPHONE	336-675-6213	DATE	6-7-11
TITLE	Vent Sales Rep	FEIN	94-2789249	ADDRESS CHANGES TO BE NOTED ABOVE	

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

PROCUREMENT SPECIFICATIONS

WEH11147

The selected vendor will provide all services relating to the purchase of four (4) Philips Respironics V200 or equal intensive care unit mechanical ventilators by Welch Community Hospital consistent with all the applicable State and Federal laws and regulations. More specifically, the vendor shall provide the appropriate units to perform volume controlled-pressure limited respiratory support for adult and pediatric patients in an acute care hospital setting. The units must also support a non-invasive application.

The units must meet the following:

- a. The units must have the following modes:
 - Assist/Control (A/C)
 - Continuous positive airway pressure (CPAP)
 - Noninvasive ventilation (NIV)
 - Synchronous intermittent mandatory ventilation (SIMV)
 - SIMV with pressure support (SIMV/PSV)
- b. The units must provide ventilatory support of patients from pediatric to adult. Must be able to generate inspiratory tidal volumes in a range of minimum 50ml to maximum 2500ml per breath.
- c. The units must have a respiratory rate setting range of at least a minimum of 1 to a maximum of 80 breaths per minute in the SIMV and AC modes.
- d. The units must be able to cycle by pressure sensitivity. The pressure sensitivity must have a range of at least a minimum of -20 to a maximum of -0.1 cmH₂O.
- e. The units must be mobile, with all of the essential components housed within a mobile configuration.
- f. The units must be able to blend oxygen and air to produce a specific fraction of inspired oxygen (FiO₂). The range must be from a minimum of 21% to a maximum of 100%. Oxygen hose must be included with unit. Diameter index safety system (DISS) connection. Oxygen hose must be at least a minimum of eight feet in length and a maximum of twelve feet in length.
- g. The units must be able to produce a specific fraction of inspired oxygen (FiO₂) in areas where piped –in air is not available. Units must **not** utilize tanks for this function. Units must include air compressor or other mechanical device to blend a specific fraction of inspired oxygen (FiO₂) in areas where piped air is not available.
- h. The units must provide for positive end expiratory pressure (PEEP) at a range of a minimum of 0 to and a maximum of at least 35 cmH₂O.

- i. The units must provide the user a means of adjustment to produce desired inspiratory /expiratory ratios (I:E ratios).
- j. Each unit, including cart, must be within the following dimensions:
 - Height: minimum 36 inches, maximum 60 inches
 - Width: minimum 15 inches, maximum 30 inches
 - Depth: minimum 15 inches, maximum 40 inches
 - Weight: minimum 50 pounds, maximum 150 pounds
- k. The units must also provide pressure support at a range of a minimum of 0 to a maximum of 100 cmH2O.
- l. The units must provide an option to add and remove an inspiratory breath hold (Plateau) of two seconds.
- m. The following data must be monitored and displayed:
 - Total respiratory rate- Set rate and spontaneous rate.
 - Exhaled Tidal volume.
 - Exhaled Minute volume
 - Peak Inspiratory Pressure
 - Inspiratory/Expiratory ratio (I:E Ratio)
 - End expiratory pressure (PEEP)
- n. The units must provide for an audible alarm for the following:
 - high inspiratory pressure
 - low inspiratory pressure
 - low PEEP/CPAP pressure
 - high respiratory rate
 - apnea
 - low exhaled tidal volume
 - high minute volume
 - low oxygen supply
- o. Audible alarm must have a manual silence setting of two minutes. The unit must also include a "reset" function of alarms. Audible alarm volume must be user adjustable.
- p. Mounting kit for humidifier must be included on each unit. Mounting kit must be for a conchatherm (Model: Hudson RCI Conchatherm III, Catalog number 380-80) heated humidifier. Total of four mounting kits.
- q. The units must allow for nebulized medications to be administered. Nebulizer system must be included for each unit. Total of four nebulizing systems. *Please See Attachment*
- r. The units must be able to deliver 100% oxygen for pre-suction oxygenation for two minutes in duration. After two minutes, the unit must return to the current oxygen setting without operator intervention. *B.*

- s. Units must operate on standard 120 V AC power.
- t. The units must be complete with all appropriate manuals.
- u. The units must have a minimum one (1) year all inclusive warranty.
- v. The vendor must include pricing for second year all inclusive warranty/maintenance and third year all inclusive warranty/maintenance.
- w. The vendor must provide onsite training for the units.
- x. The units must allow for an inspiratory and expiratory bacteria filter.

Delivery, Installation, and In-Service Training:

A. Delivery shall be within thirty (30) days after receipt of the approved purchase order. Vendor must furnish, deliver, setup, and install the equipment and provide one day basic instructional training on the equipment usage and features upon delivery.

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

Warranty:

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

Payment: *Please see Attachment B, Page 1.*

The vendor shall submit invoices, in arrears, to the facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payment will be made in arrears, upon completion of delivery and in-service training. State law forbids payment of invoices prior to receipt of goods and services.

Evaluation & Award Criteria:

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

Welch Community Hospital

WEH11147

Cost Sheet

Description	Quantity	Unit Cost	Extended Cost
Phillips Respironics V200 or equal and a one year warranty per attached detailed specifications.	4	\$ 22,012.53	\$88,050.12
Second year all inclusive warranty/maintenance renewal for 4 Phillips Respironics V200 or equal	4	Included	
Third year all inclusive warranty/maintenance renewal for 4 Phillips Respironics V200 or equal	4	Included	

Grand Total \$88,050.12

Please see Attachment A, Quote # 40162

Evaluation & Award Criteria:

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

Covidien

Company Name

Crystal Bickford

Signature

6-7-11

Date



ATTACHMENT A

675 McDonnell Boulevard
P.O. Box 5840
St. Louis, MO 63134

May 23, 2011

Roberta Wagner
WELCH COMMUNITY HOSPITAL
FORMERLY WELCH EMERGENCY HOSPITAL
WELCH, WV 24801

Dear Roberta Wagner,

Thank you for your interest in Puritan Bennett products in consideration of the attached quotation.

Sincerely,

Crystal Bickford
Field Sales Rep
Phone: 800-634-1515 x39445
Fax: (800) 748-9740

Quotation Terms and Conditions

The Group Purchasing Organization (GPO) contract identified on this quotation will govern all transactions resulting from this quotation and overrides any conflicting terms stated below. If purchases are not being made under a GPO contract, then Seller's Standard Terms and Conditions of Sales will apply.

Quoted prices do not include freight/shipping costs, which will be prepaid and added to the invoice.

Quoted prices do not include applicable sales or use taxes. Such taxes will be added to the invoice unless Customer is exempt from such taxes.

Quoted prices are based on the use of the ventilator(s) within the 50 United States. Ventilators that are shipped outside of the 50 United States would need to be shipped back to the Puritan Bennett Service Center in Carlsbad, CA or to another designated location within the 50 United States, at Customer's sole expense, for warranty service needs.

Payment Terms are subject to Puritan Bennett's standard terms at time of shipment.

Please indicate account number, complete bill-to and ship-to addresses on purchase order.

The pricing and other terms and conditions contained in this quotation are confidential and intended solely for the identified customer's consideration. This information must not be disclosed to any other person or entity or used for any purpose other than the identified customer's consideration of the proposed transaction.



WELCH COMMUNITY HOSPITAL
 FORMERLY WELCH EMERGENCY HOSPITAL
 WELCH, WV 24801

Contact Person:

Roberta Wagner, Buyer Supervisor
 Phone: 304-436-8710
 Fax: 304-5584115
 Email: Roberta.A.Wagner@WV.gov

Crystal Bickford
 Field Sales Rep
 675 McDonnell Boulevard
 P.O. Box 5840
 St. Louis, MO 63134
 Phone: 800-634-1515 x39445
 Fax: (800) 748-9740

Quote Date: 5/23/2011 Expiration Date: 6/22/2011 Pristine Number: 851939

Quote Number: 40162 GPO: Amerinet Non-Committed Pricing

Payment Terms: Net 30 days Freight Terms: FOB Destination, customer does not pay freight

Quote Configuration

Part Number	Description	List Price	Amount	Qty	Extended Amount
4-075312-00	Humidifier Cover Plate,120V ENG/F	\$20.00	\$73.58	4	\$294.32
4-076102-00	840 Cart (a cart is required)	\$1,371.14	\$995.00	4	\$3,980.00
4-076330-00	806 Compressor	\$3,362.63	\$2,100.00	4	\$8,400.00
4-840120DIUU-02	840 with Color Screen, Battery Power Supply (BPS), Oxygen Analyzer, Drainage Vial, one case each DX/800 and Sterivent disposable Bacteria Filters, Air Hose, Oxygen Hose, Power Cord, Test Lung, Flex Arm, Tube Holder, Operator's Manual; 2-Year Warranty	\$33,417.65	\$17,500.00	4	\$70,000.00
4-AP6000-US	AERONEB® PROFESSIONAL NEBULIZER SYSTEM: PRO Control Module (15 and 30 minute timers), Aeroneb Pro Nebulizer Unit with Filler Cap, Adult Tee with Silicone Plug, Universal Mounting Bracket, Equipment Mount Adapter, AC/DC Adapter, and Instruction Manual	\$1,343.95	\$1,343.95	4	\$5,375.80

Quotation Summary

Net Amount	\$88,050.12

SELECT THE PLAN THAT FITS YOUR NEEDS

Plan Type	Part number	Coverage	Inclusions
Platinum Plus	7-000840-PPO	All inclusive plus rental benefit	Repair parts (including batteries and oxygen sensors), PM parts (2 PMs), labor, travel, 25 percent discount on ventilator rental plans
Platinum	7-008401-PRM	All inclusive	Repair parts (including batteries and oxygen sensors), PM parts (2 PMs), labor and travel
Gold	7-008401-DLX	Repair only	Repair parts, labor and travel
Silver	7-008401-PTS	Parts only	Repair parts, PM parts
Bronze	7-008401-PLS	Preventative maintenance only	PM parts (2 PMs), labor and travel

All plans are one year in duration. Plans may be purchased in multiple quantities to provide multi-year coverage.

At Covidien, we realize there is never a one-size-fits-all solution in healthcare. That's why we offer a choice of service plans for your Puritan Bennett 840™ ventilator. This menu of options makes it easy to find a plan that's a good fit with the needs of your organization.

- The **Platinum Plus** plan combines the benefits of the Platinum plan and ventilator rental plans. When you choose this option, you receive a 25 percent discount on any ventilator rentals, as well as the benefits of the Platinum plan for your covered ventilators.
- The **Platinum** plan offers all-inclusive, worry-free coverage. Covidien handles all preventative maintenance and repairs on your Puritan Bennett 840™ ventilator. The plan includes all repair parts, PM parts (including batteries and oxygen sensors) and labor.
- The **Gold** plan is tailored to meet the needs of organizations that plan to handle preventative maintenance with in-house resources but want access to experts for repair work. Through this plan, Covidien handles all repairs on your Puritan Bennett 840™ ventilator. The plan covers repair parts and labor.
- The **Silver** plan covers parts only. It is designed for organizations that plan to handle maintenance and repairs with their own resources, but want access to genuine Puritan Bennett™ repair and PM parts at a predictable annual price.
- The **Bronze** plan covers preventative maintenance only. It gives you the assurance that preventative maintenance will be handled on a timely basis, and accordingly to manufacturer specifications, by the people who know your Puritan Bennett 840™ ventilator best. This helps you meet your PM regulatory requirements.

**Nellcor Puritan Bennett LLC
doing business as Covidien
Exceptions to Invitation to Bid**

The following are Nellcor Puritan Bennett LLC's, doing business as Covidien ("Covidien's") exceptions to Welch Community Hospital's ("Customer") Request for Quotation number WEH11147. If Covidien's bid is accepted, these exceptions will become part of the bid contract award unless otherwise agreed to in writing between the parties. For purposes of the language in these exceptions, Vendor shall mean Covidien, Customer shall mean Welch Community Hospital, Department of Health and Human Resources or State of West Virginia, and Product(s) shall mean the products covered by this bid request.

Covidien reserves the right to waive any exception(s) prior to award of this bid.

The following exceptions are made to the Request for Quotation packet:

Section titled "REQUEST FOR QUOTATION":

Revise second paragraph as follows to insert phrase in red:

...OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID, as modified by exception, AND CONTRACT HEREIN.

Revise fourth paragraph as follows to insert phrase in red:

THE TERMS AND CONDITIONS, as modified by the Vendor, CONTAINED IN THIS....

Section titled "PROCUREMENT SPECIFICATIONS":

Item q. Strike second sentence and replace in its entirety with the following.

An external nebulizer is included in the Quote, See Attachment B.

Section titled "Payment":

The paragraph is struck in its entirety and replaced with the following language.

The Vendor shall submit invoices, with payment terms of Net 30 Days, to the Facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payment shall be due and payable in full thirty (30) days after shipment date. State law forbids payment of invoices prior to receipt of goods or services.

Document titled "State of West Virginia, VENDOR PREFERENCE CERTIFICATE":

Not applicable.

Document titled “GENERAL TERMS & CONDITIONS”:

Item 4. Add the following at the end of the last sentence of item 4.

, provided, however, that Customer shall remain obligated to pay for any Products already received, unless products have been properly rejected for non-performance.

Item 5. Add the following language to Item 5.

For Equipment requiring installation by Supplier, such Equipment shall be deemed accepted when installation is complete. Installation means successful completion of Supplier’s standard installation process documenting that the Equipment meets or exceeds the specifications set out in Supplier’s published documentation for the Equipment. Supplier’s standard installation process includes, but is not limited to, safety testing, calibration, performance testing, documentation inspection and testing for adherence to specifications. A complete set of all test documentation and procedures will be made available to the Member upon request. Any Product failure or defect shall be addressed in accordance with Supplier’s return goods policy or warranty (See Return Goods and Warranty sections below), as applicable.

Item 8. Add the following sentence to this item.

Customer will provide Vendor with appropriate documentation of Customer’s tax exempt status.

Item 9. Add the following to the end of sentence.

, provided, however, that Customer shall remain obligated to pay for any Products already received, unless products have been properly rejected for non-performance.

Item 13. HIPAA BUSINESS ASSOCIATE ADDENDUM. This section is struck in its entirety and replaced with the following language.

HIPAA BUSINESS ASSOCIATE ADDENDUM: The parties agree that the Agency’s acquisition of ventilators from vendor does not create a business associate relationship between the parties. The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and will be made part of the agreement when, if and to the extent the Agency meets the definition of a Covered Entity (45 CFR 160.103) and discloses Protected Health Information (45 CFR 160.103) to the vendor, and vendor meets the definition of a Business Associate (45 CFR 160.103) and receives Protected Health Information (45 CFR 160.103) from the Agency.

Item 14. CONFIDENTIALITY. Add the following sentence at the end of this Section:

Notwithstanding anything to the contrary in this Request for Quotation or the referenced Confidentiality Policies and Information Security Accountability Requirements (“Confidentiality Policies”), Confidential Information any ideas or suggestions with respect to new or existing products or product design that are disclosed to vendor by the agency (including without limitation any employees of its facilities) shall not be subject to any confidentiality provisions of this Request

for Quotation or the Confidentiality Policies, and vendor shall be free to use any such ideas or suggestions for any purpose.

Item 16. ANTITRUST. This item is deleted in its entirety

The following terms are added:

Other Terms and Conditions

Customer is currently a member of Amerinet group purchasing organization ("GPO"), which has a current contract (a "GPO Contract") with Vendor (or one of its affiliates) that covers the Products to be purchased hereunder. Therefore, the purchase of such Products hereunder shall be subject to the terms and conditions of such GPO Contract (including any extensions, renewals or replacement contracts) except to the extent otherwise set forth herein. Regardless of any standard purchase order, invoice, or related forms that Customer or Vendor may use for orders hereunder, the terms and conditions set forth herein (including terms and conditions incorporated by this paragraph) or, if different, in any written agreement resulting from acceptance of Vendor's proposal, shall govern such orders, and the preprinted terms and conditions of such standard forms shall have no force or effect.

Discontinued Products

Vendor reserves the right in its sole discretion to discontinue Products in the normal course of business. In the event that Vendor stops offering any of the Products for sale during the term of this Agreement, then such Products will no longer be available for purchase under this Agreement. Vendor will give at least sixty (60) days notice of such discontinuance.

Excusable Delays

If the performance of any obligation, except payment of moneys due, is prevented, delayed, restricted, or interfered with in any way by reason of any Act of God, fire, flood, explosion, act of war, act of terrorism (whether actual or threatened), failure of machinery, strikes, lockouts, or labor trouble, supply of fuel, power, materials, containers or transportation, or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the party to whom the performance is due, shall be excused from such performance to the extent of such interference. Each party shall use reasonable efforts to remove or resolve such interference with performance as promptly as reasonably possible.

Limitation of Liability

EXCEPT AS EXPRESSLY PROVIDED IN INDEMNIFICATION PROVISIONS HEREUNDER, IN NO EVENT SHALL VENDOR BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR REPROCUREMENT COSTS, LOST PROFITS, LOSS OF USE, OR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, INSTALLATION, USE, LOSS OF USE, REPAIR OR PERFORMANCE OF THE PRODUCTS, INCLUDING ALL ADDITIONS TO AND REPLACEMENTS OF THE PRODUCTS, OR ANY FAILURE OR DELAY IN CONNECTION WITH ANY OF THE FOREGOING. THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE ANY LIABILITY WHICH, UNDER APPLICABLE PRODUCTS LIABILITY LAW, CANNOT LEGALLY BE PRECLUDED BY CONTRACT.

Returned Goods

Customer shall promptly inspect Products upon receipt and notify Vendor of any alleged defects, damage, or shortage. Customer may reject any Products which fail to meet Vendor's published specifications for such Products, but all returns require a Return Goods Authorization (RGA) number in order to be accepted by Vendor. Vendor shall, at its expense, either repair or replace properly rejected Products. Except for

Products properly rejected as above or returned for repair or replacement under an applicable warranty, Product returns will only be permitted as follows: All other returns of Products (discretionary returns) are subject to Vendor's prior approval, which is up to Vendor's sole discretion. For approved discretionary returns, Vendor will issue credit equal to the invoiced price less a 20% restocking fee. RGA numbers and additional information on return policy are available from Customer Service Departments at 1-888-744-1414 for Mallinckrodt brand Products and at 1-800-635-5267 (1-800-NELLCOR) for Nellcor or Puritan Bennett brand products. Vendor shall have the option to modify its return goods policy upon giving Customer not less than ninety (90) days' prior written notice before applying the new policies to purchases hereunder; provided that any such modification shall continue to permit return of goods that were defective at time of receipt or were shipped in error by Vendor, provided that Customer notifies Vendor of the defect or error within thirty (30) days of receipt of goods.

Software/Firmware

Title and all ownership and intellectual property rights to any software and/or firmware included in the Products acquired by a Member remain with Supplier (or the licensor of software to Supplier, as applicable) and do not pass to the Member. Supplier hereby grants to Member a non-exclusive license to use such software/firmware in connection with Member's use of the Products. Member may not reproduce, reverse engineer or disclose to any third party any portion of such software/firmware, and may transfer it only in conjunction with a transfer of the Product and subject to these same restrictions. The 2 proceeding sentences do not apply however to software for which Supplier requires a written license agreement as identified by Vendor at the time of contract execution.

Warranty

As to each Product sold hereunder, Vendor warrants that as of the date of shipment, and thereafter for the warranty period (if any) stated in this Agreement or published by Vendor as the standard warranty period for such Product, the Product will be free of defects in materials and workmanship. Vendor's sole liability and obligation under this warranty shall be to repair, or at Vendor's option, to replace any Product that fails to meet this warranty. Warranties for Products sold for single use shall not extend to any subsequent use. Repaired or replaced Products may contain recycled, refurbished or re-manufactured parts, which are equivalent in performance to new parts. Accessories and consumables (such as batteries or filters) that are included with an equipment item may be subject to a shorter warranty period than the equipment or to a warranty at time of delivery only. This warranty does not cover: (a) damage caused by misuse (including violation of Vendor's instructions), neglect (including failure to perform preventive maintenance in accordance with Vendor's instructions and specifications), accident or causes external to the Product (including failure of or faulty electrical power); (b) any Product on which the serial number or lot code has been removed or made illegible; (c) any Product or part thereof that has been disassembled, serviced, reassembled or modified by anyone other than Vendor, unless authorized by Vendor; (d) re-use of a Product sold for single use; or (e) performance of preventive maintenance (except where Customer has expressly purchased a warranty package that includes preventive maintenance). If Vendor provides loaner equipment while Product is being serviced under warranty, Customer is responsible for loss or damage to such equipment while on loan, or replacement cost of loaners not returned by Customer within 20 days after receipt of repaired Equipment or notice that the requested repair is not covered by the warranty. THIS WARRANTY, TOGETHER WITH ANY EXPRESS WRITTEN WARRANTY THAT VENDOR MAY ISSUE, IS THE SOLE AND EXCLUSIVE WARRANTY AS TO VENDOR'S PRODUCTS, EXTENDS ONLY TO THE INITIAL PURCHASER FROM VENDOR OR AN AUTHORIZED DISTRIBUTOR, IS NOT TRANSFERABLE OR ASSIGNABLE, AND IS EXPRESSLY IN

LIEU OF AND VENDOR EXPRESSLY DISCLAIMS TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW ANY OTHER WARRANTY, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY ORAL OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. VENDOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSS, DAMAGE, OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, INABILITY TO SELL, USE, OR LOSS OF USE OF ANY PRODUCT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VENDOR, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS SHALL INCREASE THE SCOPE OF THIS WARRANTY OR CREATE ANY NEW WARRANTIES. THE LIMITATIONS IN THIS SECTION SHALL NOT PRECLUDE ANY LIABILITY WHICH UNDER APPLICABLE PRODUCTS LIABILITY LAW CANNOT LEGALLY BE PRECLUDED BY CONTRACT.

The current warranty period for the products are as follows:

<u>Product</u>	<u>Warranty Period</u>
4-840120DIUU-02	2 year

Nellcor™
Mon-a-therm™
Puritan Bennett™
Airox™
Mallinckrodt™
DAR™
Shiley™
Sandman™

COLLABORATING TO IMPROVE EFFICIENCIES SURROUNDING PATIENT CARE

EASE OF USE

The innovative design of the 840 ventilator makes it easy to set up and navigate, minimizing training requirements for your staff.

- The 840 supports communication with all major patient monitoring and hospital information systems, and provides seamless data transfer.
- DualView LCD touchscreens display monitored data separately from ventilator settings.

FLEET MANAGEMENT

- The 840 spans the age spectrum in its capabilities.
- In addition to serving as an invasive vent, the 840 ventilator comes standard equipped with noninvasive ventilation (NIV) software.

BEST IN CLASS SERVICE

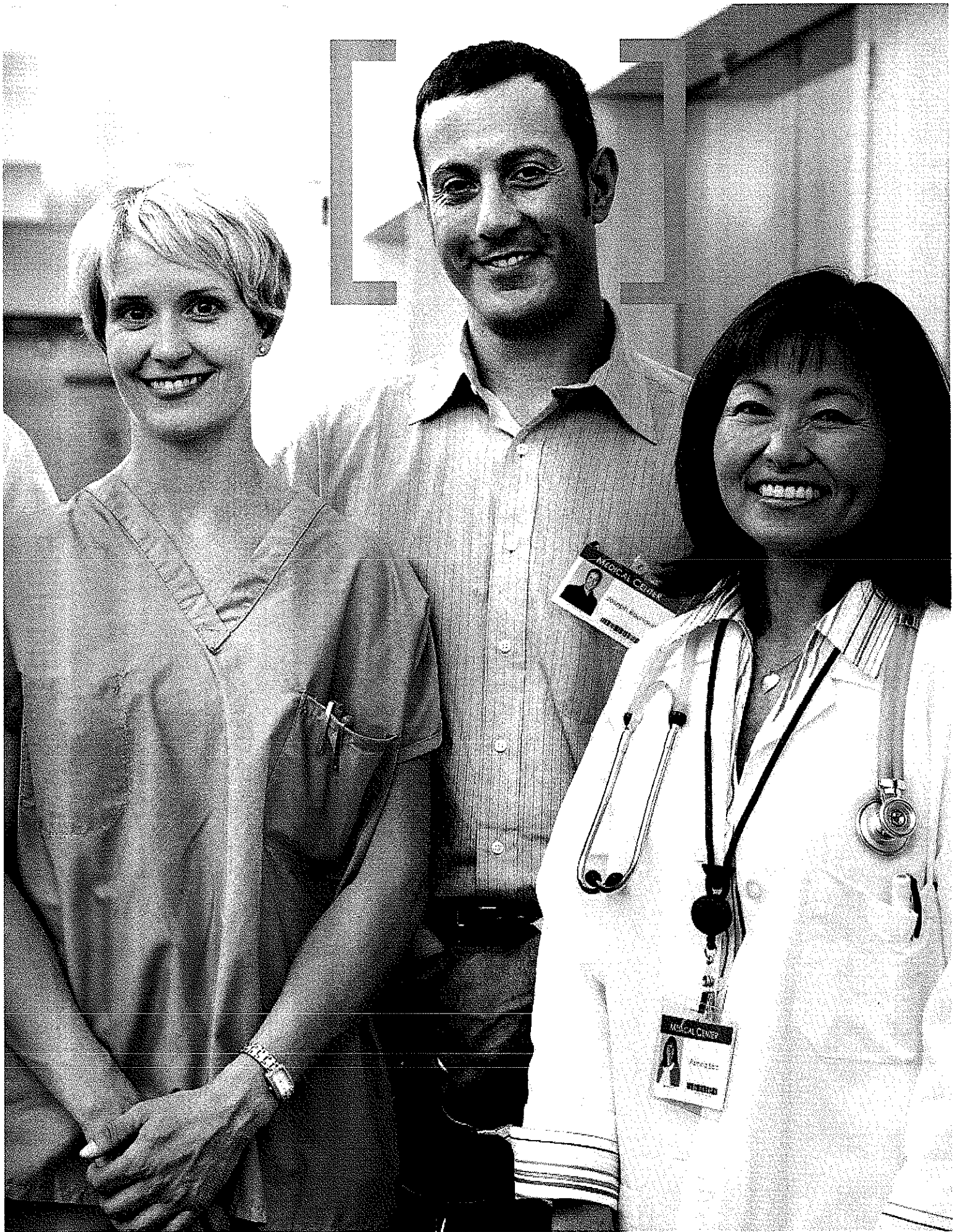
Covidien offers one of the most comprehensive field service programs in the ventilator industry.

- Our field-based sale and service organizations provide customers with warranty and repair services, as well as education and insight.
- The 840 ventilator is designed with rugged and reliable components, and its modular design provides easy serviceability and low cost of ownership. It can also be upgraded and customized with various software options.

EDUCATION AND TRAINING EXCELLENCE

The Center for Clinical Excellence (www.ccexcellence.org) provides free online educational programs for nurses and respiratory therapists. It is accredited by the American Nurses Credentialing Center (ANCC), the California Board of Registered Nursing, and the American Association for Respiratory Care (AARC). Online certificates are available to all successful participants.





ADVANCED TOOLS TO IMPROVE SYNCHRONY AND DECISION SUPPORT

PATIENT/VENTILATOR SYNCHRONY

Proportional Assist Ventilation (PAV+)

- Offers clinicians a new method of tackling synchrony, as well as work of breathing for patients being weaned from ventilation

BiLevel™ Software

- Promotes patient/ventilator synchrony and allows the patient to breathe spontaneously at two levels of PEEP

NeoMode™ Software

- Accommodates the high respiratory rates, large leaks and high ET tube resistance that are unique to neonate ventilation

Volume Ventilation Plus™ Software

- Combines Volume Control Plus (VC+) for delivery of mandatory breaths in A/C and SIMV, and Volume Support (VS) for delivery of spontaneous breaths in SPONT only

E_{SENS}

- Defines the percentage of the projected peak flow at which PRESSURE SUPPORT is terminated

Rise Time %

- Allows the clinician to tailor the rate of pressure application during all pressure based breath types

Flow Triggering

- Can allow for decreasing the imposed work to initiate a breath while minimizing the possibility for autocycling

CLINICIAN DECISION SUPPORT

Trending Software

- Monitors up to 53 parameters over a 72-hour period
- Features a Lung Recruitment Monitoring (LRM) preset

Respiratory Mechanics

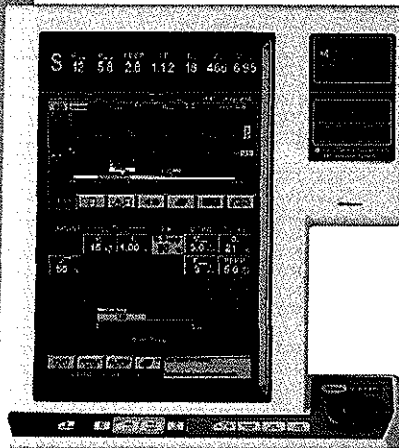
- Makes determining weaning readiness easier than ever with coached respiratory maneuvers

Tube Compensation Software

- Accurately overcomes the work of breathing through an artificial airway

NIV

- Safely and easily ventilate all patient ranges with Non-Invasive Ventilation



Ventilator Settings

Ideal body weight (IBW): 7.7 to 330.7 lb (3.5 to 149 kg) 1.1 to 330.7 lb (0.5 to 149 kg) with NeoMode® Option
Modes: Assist/Control (A/C), synchronous intermittent mandatory ventilation (SIMV), or spontaneous (SPONT). Optional BiLevel™ Volume Ventilation Plus™ (Volume Control Plus™ and Volume Support™), Tube Compensation, Proportional Assist™ Ventilation Plus (PAV™+) and NeoMode software options
Mandatory breath types: Volume control (VC), pressure control (PC) or Volume Control Plus with Volume Ventilation Plus option
Spontaneous breath types: Pressure supported (PS), Volume supported (VS), Proportional Assist (PA), none or Tube Compensation option
Vent type: INVASIVE or NIV
Pressure support (P_{SUPP}): 0 to 70 cm H ₂ O
Rise time %: 1% to 100%
Expiratory sensitivity (E_{SENS}): 1% to 80%; 1 L/min to 10 L/min with PAV+
Tidal volume (V_T): 25 to 2,500 mL, 5 to 315 mL with NeoMode
Respiratory rate (f): 1.0 to 100 /min, 1 to 150 /min with NeoMode
Peak inspiratory flow (\dot{V}_{MAX}): 3 to 150 L/min for IBW > 24 kg; 3 to 60 L/min for IBW ≤ 24 kg, 1 to 30 L/min with NeoMode
Flow pattern: Square or descending ramp
Plateau time (T_{PL}): 0.0 to 2.0 seconds
Inspiratory pressure (P_I): 5 to 90 cm H ₂ O
Constant during rate change: Inspiratory time (T_I), I:E ratio, or expiratory time (T_E)
Inspiratory time (T_I): 0.2 to 8.0 seconds
I:E ratio: ≤ 1:299-4.00:1
Expiratory time (T_E): $T_E \approx 0.2$ second
Trigger type: Pressure (P_{TRIG}) or flow (\dot{V}_{TRIG}) Flow-by® flow triggering)
Pressure sensitivity (P_{SENS}): 0.1 to 20 cm H ₂ O below PEEP
Flow sensitivity (\dot{V}_{SENS}): 0.2 to 20 L/min, 0.1 to 10 L/min with NeoMode
O ₂ %: 21% to 100%
PEEP: 0 to 45 cm H ₂ O
Apnea ventilation: Apnea mandatory type-volume control (VC) or pressure control (PC)
Apnea flow pattern: Square or descending ramp
Apnea peak flow (\dot{V}_{MAX}): 3 to 150 L/min for IBW > 24 kg; 3 to 60 L/min for IBW ≤ 24 kg
Apnea inspiratory pressure (P_I): 5 to 90 cm H ₂ O
Apnea inspiratory time (T_I): 0.2 to 8.0 seconds
Apnea interval (T_{AI}): 10 to 60 seconds
Apnea respiratory rate (f): 2.0 to 40 /min
Apnea O ₂ %: 21% to 100%
Apnea I:E ratio: ≤ 1.00:1
Apnea expiratory time (T_E): ≥ 0.2 second
Disconnect sensitivity (D_{SENS}): 20% to 95% or OFF in NIV
Humidification type: Heat-moisture exchanger (HME), nonheated expiratory tube, or heated expiratory tube
Humidification volume: 100 to 1000 mL
Patient circuit type: Pediatric, adult or neonate with NeoMode option

ORDERING INFORMATION

Standard Accessories Number	Catalog
Flex arm	4-032006-00
Inspiratory bacteria filter	
Disposable filter (D/Flex,™ carton of 12)	4-074601-00
Expiratory bacteria filter and collector vial	
Disposable filter (D/X800,™ carton of 12)	4-076887-00
Test hose	4-018506-00
Test lung	4-000612-00
Oxygen hose assembly, DISS (U.S.)	4-001474-00
Air hose assembly, DISS (U.S.)	4-006541-00
Power cord (North America)	4-071420-00
Operator's and technical reference manual	
English	4-075609-00
Spanish	4-070147-00
Software Options	
PAV™+ Option Kit	4-078203-00
BiLevel™ Software Option	4-076064-00
Tube Compensation Software Option	4-076371-00
NeoMode™ Software Option	4-076441-00
Volume Ventilation Plus® Software Option	4-078126-00
Respiratory Mechanics Option Kit	10019218
Trending Software Option	10020408
Optional Accessories	
Service manual, English	4-070089-00
Wall air water trap kit	4-075315-00
Reusable, adult, with heated wire, for Fisher & Paykel	G-061235-00
Reusable, adult, without heated wire	G-061208-SP
Reusable, pediatric, with heated wire, for Fisher & Paykel	G-061237-00
Reusable, pediatric, without heated wire	G-061223-00
Inspiratory bacteria filter	
Reusable filter (Re/Flex,™ each)	4-074600-00
Neo filter and adapter	
Neo disposable filter (carton of 12)	4-076408-00
Neo filter adapter	4-076405-00
Expiratory bacteria filter and collector vial	
Reusable filter (Re/X800,™ each)	4-070305-00
Reusable collector vial (Re/X800,™ each)	4-074647-00
Drain bag, disposable (package of 25)	4-048491-00
Drain bag tubing, disposable (package of 10)	4-048493-00
Clamp, reusable (package of 5)	4-048492-00
Drain cap	4-074613-00
Seal, expiratory filter	4-070311-00
Mounting kit, humidifier, Fisher & Paykel 480/730	4-075313-00
Oxygen sensor*	4-072214-00
Battery replacement kit	4-070523-SP
10,000-hour preventive maintenance kit,* BDU/GUI	4-078179-00
15,000-hour preventive maintenance kit,* compressor	4-076805-00
Filter, foam, compressor inlet	4-074374-00
Aeroneb Pro Nebulizer	4-AP6000-US
Humidifier Base	4-MR850-00
PB MR 850 Starter Kit	4-070773-00

*Oxygen sensor to be replaced every 2 years or as necessary by a qualified service technician.
Preventive maintenance kits must be installed by a qualified service technician.

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6135 GUNBARREL AVENUE
BOULDER, CO
80301

303-305-2400

WWW.COVIDIEN.COM



Aeroneb[®] pro

Efficient. Flexible. Cost-Effective.



Efficient

Saves time
Does not affect ventilator parameters during operation or refill

Flexible

Operates inline or independently for infants through adults

Cost-Effective

Reduces cost
Low residual volume minimizes drug waste
Multiple patient use

Introducing the Aeroneb[®] Professional Nebulizer System

An exceptional aerosol delivery option for clinicians that saves time, lowers costs and provides flexibility for respiratory therapy throughout the hospital.

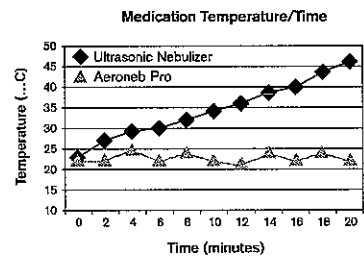
The Aeroneb Pro provides effective dose delivery of physician-prescribed inhalation solutions for infants through adults requiring positive pressure breathing assistance, including mechanical ventilation, as well as hand-held nebulizer therapy. Utilizing Aerogen's unique aerosol generator, the Aeroneb Pro produces a fine particle, low velocity aerosol without environmentally unfriendly propellants, inefficient compressors or costly ultrasonic elements.

The Aeroneb Pro overcomes the issue of poor aerosol delivery during mechanical ventilation, depositing up to four times more medication through an endotracheal tube (*in vitro*) during mechanical ventilation than small volume nebulizers (SVNs). SVNs have been reported to deliver between 1-3%¹ of the nominal dose to the lungs during mechanical ventilation, compared to 2-18%² in nonintubated patients.

Performance Characteristics Table³

	MMAD ⁴	GSD ⁵	FPF ⁶ ($<5\mu\text{m}$)	Residual Volume (mL) ⁷	Adult % Dose Deposited ⁸
Aeroneb Pro Nebulizer System	2.1	2.2	83%	0.3 mL	13%

¹CJ Harvey et al, European Respiratory Journal, 1997; 10: 905-909; ²GC Smaldone et al, Journal of Aerosol Medicine, Volume 11, Number 2, 1998; pp. 113-125; ³Nebulization, 3 mL of 0.083% albuterol; ⁴MMAD: Mass Median Aerodynamic Diameter (micrometers); ⁵GSD: Geometric Standard Deviation; ⁶FPF: Fine Particle Fraction; ⁷Data on file at Aerogen, Inc.; ⁸Dose deposited *in vitro* at endotracheal tube; Source: Fink JB, Schmidt D, Power J, Comparison of a nebulizer using a novel aerosol generator with a standard ultrasonic nebulizer designed for use during mechanical ventilation, ATS 2001.



Aeroneb Pro does not heat or degrade medications.

Source: Fink JB, Schmidt D, Power J, Comparison of a nebulizer using a novel aerosol generator with a standard ultrasonic nebulizer designed for use during mechanical ventilation, ATS 2001.



Aeroneb[®] Pro

Efficient. Flexible. Cost-Effective.

Efficient

- Maximizes respirable dose with 2.1 μ m average MMAD, low residual volume and minimal rainout
- Does not collect or nebulize condensate from ventilator circuit during operation
- Unique aerosol generator does not heat or degrade medications

Flexible

- Delivers all medications approved for use with standard nebulizers to treat infants to adults
- Operates inline with standard ventilator circuits and mechanical ventilators
- Usable in the hospital, ambulatory clinics and during patient transport
- Lightweight control module powered by AC or rechargeable battery

Cost-Effective

- Low residual volume in medication cup (average 0.3 mL of 3 mL dose) minimizes drug waste
- Multiple patient use
- Autoclavable at 132°C - 135°C (270°F - 275°F)

PRODUCT SPECIFICATIONS

Physical:

Nebulizer Unit weight: 25 grams (0.9 oz.)
 Control Module weight: 230 grams (8.1 oz.)
 Medication cup capacity: 10 mL

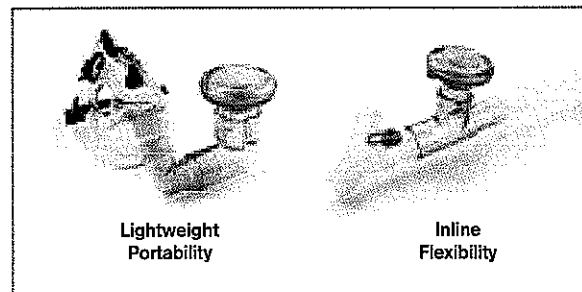
Power:

Consumption: <6.5 watts (charging), <2.0 watts (nebulizing)
 AC/DC adapter (input 100 to 240 VAC 50/60Hz, output 9 V)
 or rechargeable battery (4.8 V nominal output)
 Patient isolation: Approved to IEC 60601-1 and AAMI ES1

Performance:

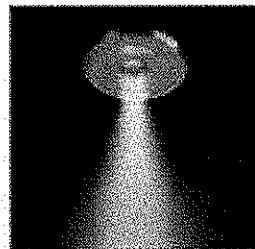
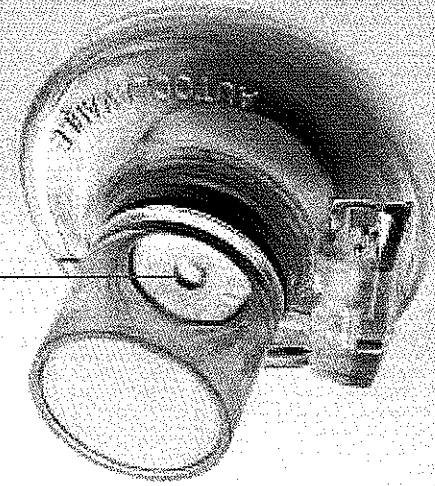
See Performance Characteristics Table
 Noise level: Silent operation
 Frequency, Nebulizer Unit: 128 kilohertz (kHz)

Configuration Options:



Lightweight
Portability

Inline
Flexibility



Aerogen's Aerosol Generator

Drives the Aeroneb Pro System.

- Creates a fine particle, low velocity aerosol
- Produces precisely-defined droplets
- Aerosolizes a broad range of formulations

ORDER INFORMATION

Aeroneb[®] Professional Nebulizer System AG-AP6000
 Aeroneb[®] Professional (autoclavable) Nebulizer Unit AG-AP1000

Accessories and replacement parts available. For more product information, visit Aerogen's website at www.aerogen.com

tyco
Healthcare

**Puritan
Bennett**

4280 Hacienda Drive
 Pleasanton, CA 94588
 Tel 925.463.4000
 Toll Free 1.800.635.5267
www.puritanbennett.com

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 Gosport, UK PO13 0AS
 Tel +44.1329.224000

Specifications subject to change without notice.

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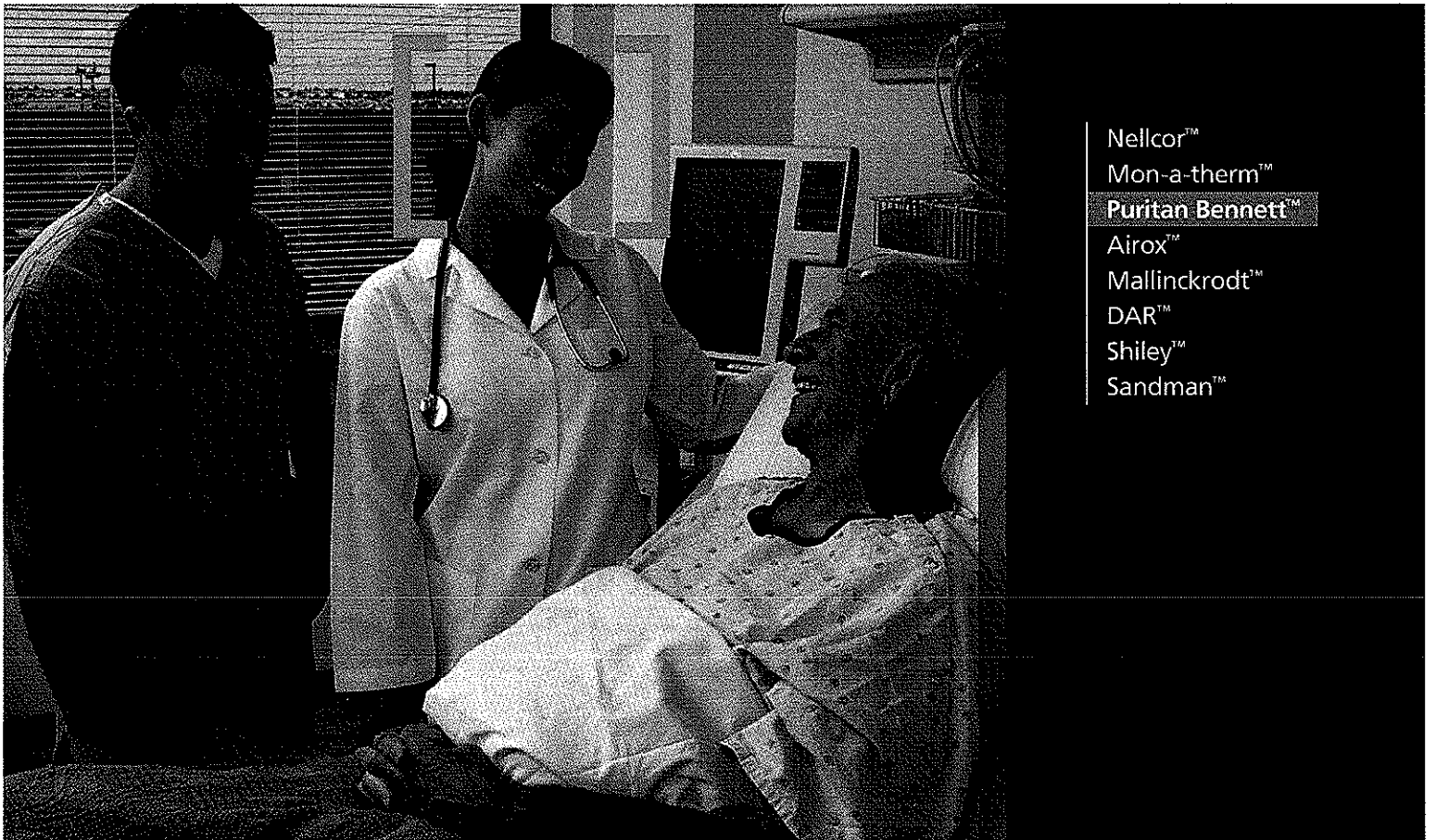
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COVIDIEN

positive results for life™

PURITAN BENNETT 840™ VENTILATOR



Nellcor™

Mon-a-therm™

Puritan Bennett™

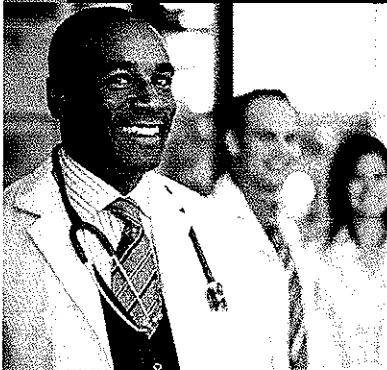
Airox™

Mallinckrodt™

DAR™

Shiley™

Sandman™



WORKING WITH YOU TO IMPROVE VENTILATION OUTCOMES

Healthcare providers and patients throughout the world depend on Covidien for state-of-the-art ventilation therapy. Whether your needs include acute care for critically ill patients with chronic respiratory failure or a solution to transition patients to home care, we have the right system for the task at hand.

Healthcare professionals know all too well the range of issues that impact ventilation outcomes today. At Covidien, our innovations are systematically tackling the issues that truly matter - patient safety, medical efficacy and healthcare efficiency. The Puritan Bennett 840™ Ventilator is another example of how we're helping medical professionals to improve ventilation outcomes and quality of life for their patients.

Three dimensions of excellence built into every Puritan Bennett 840 Ventilator

- **Patient Safety** - Alarm systems, high efficiency filters, state-of-the-art-flow sensors and self-diagnostic testing work together to keep the Puritan Bennett 840 Ventilator running effectively and efficiently.
- **Clinician Support** - DualView™ LCD touch screens display monitored data separately from ventilator settings so clinicians can easily change settings and view the impact. It also provides seamless recorded data transfer into a patient's electronic medical record.
- **Healthcare Efficiency** - An accessible technical support staff, reliable components for low maintenance costs and custom software options meet institutional requirements for dependable technology that is in-line with the budget.

ASSURED SAFETY FOR PATIENTS AND CLINICIANS

TUBE COMPENSATION

- Offers a spontaneous breath type that reduces the patient's work of breathing
- Automatically compensates for the flow-dependent pressure drop across the endotracheal or tracheal tube and controls the patient's carinal pressure to a constant PEEP value

CIRCUIT DISCONNECT DETECTION

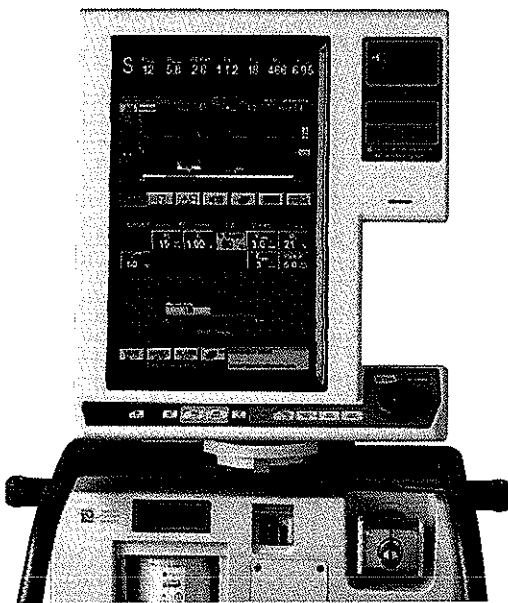
- Relies on low pressure and effective patient volume to detect circuit disconnection
- When a circuit disconnects, gas flow stops and clinicians are alerted

OCCCLUSION AND AUTOMATIC PATIENT DETECTION

- Designed to prevent the clinician from inadvertently putting the ventilator into any type of standby condition in which there is no ventilation

SAFETY NET

- Refers to how the ventilator responds to patient problems and system faults
- Ongoing background checks assess the ventilator's electronics and pneumatics hardware continuously during ventilation to ensure patient safety
- Redundant safety features ensure maximum uptime and patient safety



PURITAN BENNETT 840

The Puritan Bennett 840 Ventilator is highly responsive, offers superior comfort, and delivers sensitive, precise breaths to critically ill patients of all ages.

NOT APPLICABLE

Rev. 09/08

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: _____ Signed: _____
Date: _____ Title: _____

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

RFQ No. WEH11147

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Nellecor Puritan Bennett LLC, d/b/a Covidien

Authorized Signature: [Signature] Date: 6/3/11

State of Colorado

County of Boulder, to-wit:

Taken, subscribed, and sworn to before me this 3rd day of June, 2011.

My Commission expires December 27, 2013

AFFIX SEAL HERE
CATHI DOHERTY
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 12/27/13

NOTARY PUBLIC

[Signature: Cathi Doherty]