



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

**Solicitation**

NUMBER  
 WEH13020

1

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

ROBERTA WAGNER

\*709010412 800-523-9695  
 B BRAUN MEDICAL INC  
 901 MARCON BLVD  
 ALLENTOWN PA 18109

SHIP TO

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

DATE PRINTED  
 12/27/2012

BID OPENING DATE: 01/24/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UCP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES FOR WELCH COMMUNITY HOSPITAL LOCATED AT 454 MCDOWELL STREET, WELCH, WV 24801 REQUEST A QUOTE TO PROVIDE IV PUMP INFUSION SYSTEMS AND STANDS AND IV ADMINISTRATIONS SETS AND CONSUMABLES PER THE ATTACHED SPECIFICATIONS.  BID OPENING: JANUARY 24, 2013 AT 1:30 PM  REFERENCE ATTACHED INSTRUCTIONS TO BIDDERS AND TERMS & CONDITIONS.						
0001	30	EA		470-90 621-100ESR	\$1,850.00	\$55,000.00
				AMSCO 3085 SP SURGICAL TABLE OR EQUAL.		
0002	30	EA		470-90 N7516	\$181.00	\$5,430.00
				IV PUMPS INFUSION STANDS		
0003	1	EA		470-90	\$0.00	\$0.00
				Included in the cost of the pump.		
				MANUAL/CD'S		

01/23/13 10:01:31 AM  
 West Virginia Purchasing Division

SIGNATURE *Sharon S. Robertson* DATE 1/21/2013  
 TITLE Sharon S. Robertson CONTACT INFORMATION 610-997-4602  
 FEIN 23-2116774 ADDRESS CHANGES TO BE NOTED ABOVE

CONTRACT MANAGER SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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VENDOR

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

DATE PRINTED
01/03/2013

BID OPENING DATE: 01/24/2013      BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 01						
1. ADDENDUM ISSUED TO CORRECT THE DESCRIPTION OF ITEM 1 AS FOLLOWS:						
0001 - 30 EACH IV PUMP INFUSION SYSTEMS						
2. TO PROVIDE ADDENDUM ACKNOWLEDGEMENT THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 01						

SIGNATURE <i>Sharon S. Robertson</i>	TELEPHONE 610-997-4602	DATE 1/21/2013
TITLE Sharon S. Robertson Contracts Finance Mgr./Bids/Contracts Dept.	FEIN 23-2116774	ADDRESS CHANGES TO BE NOTED ABOVE

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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ROBERTA WAGNER

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SHIP TO

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

DATE PRINTED
12/27/2012

BID OPENING DATE: 01/24/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	1	YR		470-90 Included in the cost of the pump. EQUIPMENT VALUED OVER \$1000.00 FOR ONE YEAR WARRANTY	\$0.00	\$0.00
0005	1	JB		470-90 Estimate as of 1/22/13	\$144.00	\$144.00
0006	1	JB		470-90 Included in the cost of the pump. IN SERVICE TRAINING	\$0.00	\$0.00
0007	10,000	EA		470-90 354212 PRIMARY SET	4.99	\$49,939.92
0008	2,000	EA		470-90 V1921 SECONDARY SET	\$0.75	\$1,500.00415

SIGNATURE <i>Sharon S. Robertson</i>	TELEPHONE 610-997-4602	DATE 1/21/2013
TITLE <b>Sharon S. Robertson</b> Contracts Dept	FEIN 23-2116774	ADDRESS CHANGES TO BE NOTED ABOVE

Contract File No. **1213** SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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 ROBERTA WAGNER  
 304-558-0067

\*709010412 800-523-9695  
 B BRAUN MEDICAL INC  
 901 MARCON BLVD  
 ALLENTOWN PA 18109

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

DATE PRINTED  
 12/27/2012

BID OPENING DATE: 01/24/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0009	7,500 LEUR LOCK	EA		470-90 415122	\$1.24	\$9,424.00
0010	1,000 6" EXTENSION	EA		470-90 470124	\$1.75	\$1,750.00
0011	400 BLOOD SET W/200 MIC FILTER	EA		470-90 354216	\$7.19	\$2,933.52
0012	800 40" EXTENSION	EA		470-90 V5484	\$0.77	\$616.00
0013	600 LUER LOCK CAPS	EA		470-90 474900	\$0.12	\$72.00

SIGNATURE *Sharon S. Robertson* 506 12213 TELEPHONE 610-997-4602 DATE 1/21/2013  
 TITLE Sharon S. Robertson FEIN 23-2116774 ADDRESS CHANGES TO BE NOTED ABOVE  
 Contract Finance Mgr./Asst. Contracts Dept

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



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 Purchasing Division  
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# Solicitation

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DATE PRINTED  
 12/27/2012

BID OPENING DATE: 01/24/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0014	400	EA		470-90 470117	\$2.89	\$1,156.00
	17" EXTENSION W/22 U FILTERS					
0015	200	EA		470-90 471957	\$1.61	\$322.00
	6" Y EXTENSION					
0016	40	EA		470-90 354215	\$8.61	\$344.40
	MICOBURETTE					
0017	200	EA		470-90 V7450	\$8.02	\$1,732.32
	LOW SORBING (NTG) SET					
***** THIS IS THE END OF RFQ WEH13020 ***** TOTAL:						
*** Please note Amount column reflects case price, as that is how unit is sold ***						

SIGNATURE *Sharon S. Robertson* DATE *1-22-13* TELEPHONE 610-997-4602 DATE 1/21/2013  
 TITLE Sharon S. Robertson FEIN 23-2116774  
 Contract Finance Manager ADDRESS CHANGES TO BE NOTED ABOVE

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

**SOLICITATION NUMBER: WEH13020**  
**Addendum Number: 01**

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

1. Addendum issued to correct the description of Item 1 as follows:  

0001 - 30 each IV PUMP INFUSION SYSTEMS
2. To provide Addendum Acknowledgement.

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

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: WEH13020**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

B. Braun Medical Inc. \_\_\_\_\_  
 Company  
*Sharon S. Robertson*  
 Sharon S. Robertson \_\_\_\_\_  
 Contract Finance Manager Authorized Signature 1/22/13  
 January 21, 2013  
 \_\_\_\_\_  
 Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

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

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

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

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



information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Question Submission Deadline: January 8, 2013

Submit Questions to:

Roberta Wagner  
 2019 Washington Street, East  
 P.O. Box 50130  
 Charleston, WV 25305  
 Fax: 304-558-3970  
 Email: Roberta.A.Wagner@wv.gov

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

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

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

SEALED BID

BUYER: Roberta Wagner

SOLICITATION NO.: WEH13020

BID OPENING DATE: January 24, 2013

BID OPENING TIME: 1:30 PM

FAX NUMBER: 304-558-3970

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

BID TYPE:     Technical  
                   Cost

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

**Bid Opening Date and Time:**

January 24, 2013 at 1:30 pm

**Bid Opening Location:**

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

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

**GENERAL TERMS AND CONDITIONS:**

Please refer to the attached Cover Letter for General Terms and Conditions details.

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

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on   
 Upon Award  
and extends for a period of  One (1)  year(s).

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

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

- | | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within  days.
- | | **One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- | | **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

| **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

| **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

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

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

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

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

| **Commercial General Liability Insurance:** Please see attached  or more. Certificate.

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

<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>

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

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


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

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

	for	

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

**14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

**15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

**18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

**20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

**21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's



failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1. et seq.

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

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

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

**45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total

contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

REQUEST FOR QUOTATION  
WEH13020 IV Pump Infusion System

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WVDHHR/BHHR/Welch Community Hospital to establish a contract for the one time purchase of thirty (30) new hospital intravenous (IV) pump infusion systems and thirty (30) IV pump infusion stands and to establish an open-end contract for IV administration sets and consumables.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3, Subsection 1 below.
  - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
  - 2.3 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as WEH13020.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
    - 3.1.1 **THIRTY (30) NEW HOSPITAL INTRAVENOUS (IV) PUMP INFUSION SYSTEMS**
      - 3.1.1.1 Must have the ability so that infusion rate(s) can be changed without stopping infusion. *Yes*
      - 3.1.1.2 Infusion system must have a drug library. *Yes*
      - 3.1.1.3 Must be able to update infusion systems drug library. *Yes*
      - 3.1.1.4 Must have the ability so that infusion can be started outside of drug library (e.g., in case of emergency and changed to drug in drug library without stopping infusion). *Yes*
      - 3.1.1.5 Each infusion pump must have the ability to infuse two (2) separate drips simultaneously, not including piggyback infusions. *Yes*
      - 3.1.1.6 System must provide standard 120 volt electrical cord. *Yes*



- 3.1.1.7 Must allow the user to access drug in drug library by choosing first letter of drug. Yes
- 3.1.1.8 Must display drug or IV fluid name, dose and rate for each infusion. Yes
- 3.1.1.9 Must have the ability so that the user can customize channel label on each individual pumping channel. Single Channel Pump.
- 3.1.1.10 System must prompt user to clear (if necessary) previous patient data after powering device up. Yes
- 3.1.1.11 System must show remaining battery life in hours/minutes or real-time. Yes
- 3.1.1.12 System must have visual indicators of device status that can be seen from all angles and in all light conditions. Yes
- 3.1.1.13 User must be able to input/enter patient ID on device using multiple methods (e.g., barcode or manual entry). Barcode not available on this device.
- 3.1.1.14 System must have Anesthesia Mode functionality (e.g., ability for device to be set on permanent pause; anesthesia drugs moved to drug library; all drug library limits become soft limits). Please see attachment for response.
- 3.1.1.15 System must prompt user for next steps in programming/use of system. Yes
- 3.1.1.16 System must have no more than one power cord for up to two channels. One power cord - Single Channel Pump.
- 3.1.1.17 System must provide customizable minimum and maximum limits for:
- 3.1.1.17.1 Bolus dose (e.g., how much medication is delivered). Yes
  - 3.1.1.17.2 Rate of administration for bolus dose (e.g., how fast medication can be given during bolus dose). Yes
  - 3.1.1.17.3 Total dose and duration limits (for intermittent drugs). Yes
  - 3.1.1.17.4 Primary infusions. Yes
  - 3.1.1.17.5 Secondary infusions. Yes
  - 3.1.1.17.6 Drug concentration. Yes

- 3.1.1.17.7 Patient Controlled Analgesia (PCA) continuous dose. N/A with this device. Please see CME PCA brochure.
- 3.1.1.17.8 Patient Controlled Analgesia (PCA) maximum dose. N/A with this device. Please see CME PCA brochure.
- 3.1.1.18 System must have a dynamic pressure display that is displayed on main screen of system. Yes
- 3.1.1.19 System must have multiple options for occlusion detection (e.g. pump versus selectable). Yes
- 3.1.1.20 System main screen must always display current patient care. Yes
- 3.1.1.21 System must have functionality where drugs in the drug library can be selected by therapy (e.g., Tissue Plasminogen Activator (TPA) for Acute Myocardial Infarction (AMI) or TPA for Stroke. Please see attachment for response.
- 3.1.1.22 System must have ability to have non-editable concentrations in the drug library. Please see attachment for response.
- 3.1.1.23 System must have Clinical Advisory functionality. Yes
- 3.1.1.24 System must have PCA device that will allow infusion to be paused automatically based upon respiratory parameters. N/A on this device. Please see CME PCA brochure.
- 3.1.1.25 System must have dose error reduction software on all delivery modalities (large volume pump-single, double, syringe and PCA). Outlook 100ES has dose error reduction software.
- 3.1.1.26 System must have Common User and Programming Interface for all modalities. Yes
- 3.1.1.27 System must have common IT interface. Yes
- 3.1.1.28 System must have common dose error reduction software drug library editor. Yes
- 3.1.1.29 System vendor must provide multiple forms of training (computer based training, in-person and competency modules are mandatory). Please see attached Clinical Implementation Plan.
- 3.1.1.30 Pump infusion administration sets must be latex-free. Yes, sets are latex free
- 3.1.1.31 Must have the ability to infuse blood and blood products. Yes.
- 3.1.1.32 Must have a minimum flow rate of 0.1 ml/hr. Yes.
- 3.1.1.33 Must have a maximum flow rate of 999 ml/hr. Yes.

3.1.1.34 Must have battery operation ability and operate for a minimum of 8 hours in single pump mode infusing at a keep vein open (kvo) rate. Yes

3.1.1.35 The pump module's instrument accuracy must be at least +/-5% at rates between 1 and 999 ml/hr. Yes.

**3.1.2 THIRTY (30) IV PUMP INFUSION STANDS**

3.1.2.1 IV pole must be adjustable from at least a minimum of sixty seven inches (67") to a height of at least a maximum ninety eight inches (98").

3.1.2.2 Base must have at least five (5) three inch (3") wheels for mobility. Six wheels.

3.1.2.3 IV pole must have four (4) IV hooks. Six wheels, five hooks.

**3.1.3 IV ADMINISTRATION SETS AND CONSUMABLES**

3.1.3.1 All IV administration sets/consumables and supplies must have a minimum shelf life of one (1) year or more beyond date of receipt. Also, the vendor will ensure that each of the items delivered to the hospital have the maximum shelf life available for that specific product. Please refer to attached General Terms and Conditions.

**3.1.4 Manual/CD's**

3.1.4.1 Must include manual/CDs for trouble shooting equipment problems. Must have ability to buy parts for repair from bid winner. Yes

**3.1.5 Warranty**

**3.1.5.1** Equipment valued over \$1,000.00 must have pricing for one (1) year warranty. Items valued under \$1,000.00 will be sufficient with manufacturer ninety (90) day Warranty. One year warranty included in the price of the pump.

**3.1.6 Delivery**

**3.1.6.1** Vendor shall deliver within sixty (60) days after receiving a purchase order or notice to proceed.

Yes

**3.1.7 In-Service Training**

**3.1.7.1** Vendor shall provide in-house staff training and education of equipment within sixty (60) days after receiving a purchase order or notice to proceed. Yes, Please see attached Clinical and Technical Implementation Plan.

**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by inserting pricing for each item listed on the Pricing Page. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: [Roberta.A.Wagner@wv.gov](mailto:Roberta.A.Wagner@wv.gov)

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within two (2) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the

Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. MISCELLANEOUS:**

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Sharon S. Robertson  
**Telephone Number:** 610-997-4602  
**Fax Number:** 610-997-5530  
**Email Address:** Sharon.robertson@bbraun.com

WEH13020 IV Infusion Pump Pricing Page

Description	Item #	Quantity	Cost Per Unit	Total Cost
1. 3.1.1 IV pump infusion systems	621-100ESR	30	\$1,850.00	\$55,000.00
2. 3.1.2 IV pump infusion stands	N7516	30	\$181.00	\$5,430.00
3. 3.1.4 Manual/CD's		Included	in price of the pump.	
4. 3.1.5 Equipment valued over \$1000.00 for one (1) year warranty	One year warranty is	1	1	Included in the price of the pump.
5. 3.1.6 Delivery				\$144.00
6. 3.1.7 In-Service Training	Clinical and Technical training	included	in the cost of the pump.	
<b>Total</b>	<b>A.)</b>			<b>\$60,574.00</b>

(Estimate as of 1/22/13)  
Biomed training available for a fee. See attached information.

Description of Consumables	Item #	*Estimated Quantity Per Unit	Cost Per Unit	Units Per Case	Case Price	Total Cost
3.1.3.						
1. Primary Set	354212	10,000	\$4.99	24	\$119.76	\$49,939.92
2. Secondary Set	V1921	2,000	\$0.75	50	\$37.50	\$1,500.00
3. Leur Lock	415122	7,500	\$1.24	200	\$248.00	\$9,424.00
4. 6" Extension	470124	1,000	\$1.75	100	\$175.00	\$1,750.00
5. Blood Set w/ 200 Mic Filter	354216	400	\$7.19	24	\$172.56	\$2,933.52
6. 40" Extension	V5484	800	\$0.77	50	\$38.50	\$616.00
7. Luer Lock Caps	474900	600	\$0.12	100	\$12.00	\$72.00
8. 17" Extension w/ 22u filter	470117	400	\$2.89	50	\$144.50	\$1,156.00
9. 6" Y Extension	471957	200	\$1.61	100	\$161.00	\$322.00
10. Microburette	354215	40	\$8.61	20	\$172.20	\$344.40
11. Low Sorbing (NTG) Set	V7450	200	\$8.02	24	\$192.48	\$1,732.32
<b>Total</b>	<b>B.)</b>					<b>\$69,790.16</b>

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

Grand Total A.) & B.)

\$130,364.16

Evaluation & Award Criteria: Award will be made to the lowest vendor meeting all the specifications

B. Braun Medical Inc.

824 Twelfth Avenue Bethlehem, PA 18018

Vendor Name (Printed)

Sharon S. Robertson

Vendor Address

*Sharon S. Robertson* JMB  
1-22-13

Vendor Authorized Representative  
610-997-4602

Signature: Sharon S. Robertson  
Date: 610-997-5533  
Contract Finance Manager  
sharon.robertson@bbraun.com

Telephone

Fax

E-mail

# 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.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: B. Braun Medical Inc. Signed: *Sharon S. Robertson*  
 Date: N/A Title: Sharon S. Robertson *DKB*  
Contract Finance Manager *12213*



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

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

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature: [Signature] KIEFER Date: 1/10/13

CREDIT COLLECTIONS MGR

State of Pennsylvania

County of Lehigh, to-wit:

Taken, subscribed, and sworn to before me this 10<sup>th</sup> day of January, 2013.

My Commission expires November 3, 2014.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature]

*Purchasing Affidavit (Revised 07/01/2012)*

**COMMONWEALTH OF PENNSYLVANIA**  
Notarial Seal  
Esther M. Check, Notary Public  
City of Bethlehem, Lehigh County  
My Commission Expires Nov. 3, 2014  
Member, Pennsylvania Association of Notaries

**CERTIFICATION AND SIGNATURE PAGE**

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

B. Braun Medical Inc.

(Company)

*Sharon S. Robertson*

(Authorized Signature)  
Sharon S. Robertson

SRB 12-13

**Contract Finance Manager**

Sharon S. Robertson, Contract Finance Manager, Bids/Contracts Department

(Representative Name, Title)

610-997-4602

610-997-5530

(Phone Number)

(Fax Number)

January 21, 2013

(Date)

## ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: WEH13020

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

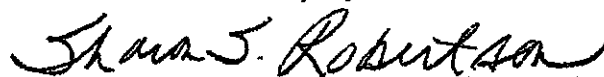
- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

B. Braun Medical Inc.

Company

585 1-22-13



Sharon S. Robertson Authorized Signature

Contract Finance Manager

January 21, 2013

Date

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

## Specifications Response

3.1.1.14 System must have Anesthesia Mode functionality ( e.g., ability for device to be set on permanent pause; anesthesia moved to drug library; all drug library limits become soft.)

***The Outlook ES does not have Anesthesia mode capability. In point of fact, the Anesthesia Patient Safety Foundation recommends the use of either soft or hard limits on drugs administered by anesthesiologists during procedures. It is estimated that in a career, and anesthesiologist will perform over 250,000 separate drug administrations. The probability of medication error is sufficiently high that limits are recommended for all drugs used in anesthesia.***

3.1.1.21 System must have functionality where drugs in the library can be selected by therapy (e.g. Tissue Plasminogen Activator (TPA) for Acute Myocardial Infarction or TPA for stroke.

***Yes. If the Drug Entry is structured with a name including the therapy or therapy indicators, the drug can be searched for and selected in the drug library and can be assigned unique concentrations and limits associated with that specific therapy.***

3.1.1.22 System must have ability to have non-editable concentrations in the drug library.

***Yes, once created, the system can be set up NOT to allow editing of the concentrations of the drug library.***



B. Braun Medical Inc.  
Bids Department  
824 Twelfth Avenue  
Bethlehem, PA 18018  
Telephone: (800) 523-9676  
Fax: (610) 691-2062

January 22, 2013

Welch Community Hospital  
454 McDowell Street  
Welch, WV 24801

ATTN: Roberta Wagner, CPPO, CPPB, CPIM, Buyer Supervisor

RE: Request For Quote WEH13020

DUE: January 24, 2013 – Bid Opening Time 1:30 PM

Dear Ms. Wagner:

B. Braun Medical Inc. (“B.Braun”) is pleased to submit the attached bid in response to your request.

This letter is an integral part of our bid offer. Prices offered in this submission are based upon the (“Welch Community Hospital”) selecting B.Braun as its primary vendor for those items awarded to B.Braun. Prices quoted will remain firm for two (2) years. Thereafter, prices will increase on each subsequent annual anniversary by an amount equal to the greater of 3% or the percentage increase in the Consumer Price Index for all Urban Consumers for Medical Care Commodities for the twelve month period ending three months prior to such anniversary date. Notwithstanding the foregoing, in the event of an unusual increase in the cost of transportation, energy, raw materials, or manufacturing, or other costs, fees or taxes due to any governmental act or regulation, event of nature, or other event beyond the reasonable control of B.Braun, B.Braun may increase its prices after providing written notice to Customer.

All prices are quoted for direct purchases only and all infusion systems are offered for sale on a direct basis only. If Welch Community Hospital elects to purchase any disposable products through distribution, Welch Community Hospital shall be responsible for any distribution charges, mark-ups or other costs charged by any distributor under separate contract negotiated between Welch Community Hospital and such distributor, and for any charges incurred by B.Braun under its current agreement with such distributor, if any. Payment terms for direct purchases are net 30 days from invoice date.

We have enclosed our General Terms and Conditions, Outlook® Safety Infusion Device Reconditioned or Refurbished Warranty and Outlook® Safety Infusion Device Extended Warranty (“Terms of Sale”), which cover, among other things, our returned goods policy, shipping information and warranties. This offer is made subject to our General Terms and Conditions and Terms of Sale, which supersede and control over any contrary or additional terms contained in any of the bid materials. Since this offer is made subject to our Terms of Sale, B.Braun has not submitted any exceptions to Welch Community Hospital that B.Braun may

otherwise have made to the bid materials. However, if B.Braun is selected as Vendor of Choice, B.Braun reserves the right to negotiate any specific terms with Welch Community Hospital to ensure that both parties' needs are adequately addressed in a definitive agreement.

This bid response contains confidential and proprietary information of B.Braun and is submitted with the understanding that you will keep the terms hereof confidential and shall not disclose or use such information for any purpose other than for evaluation of our offer.

This offer is valid for 90 days from the bid opening. Within that time, we would appreciate notification of an award. For your convenience, we are enclosing a form to notify us of your decision. This can be faxed to the Bids Department at (610) 691-2062. This will enable us to implement your pricing promptly.

In order to expedite our response to all future requests, please mail all documents requiring quotations and/or signatures to our Sales Headquarters at the following address:

B. Braun Medical Inc.  
Attn: Bids Department  
824 Twelfth Avenue  
Bethlehem, PA 18018  
bbmus\_bids@bbraun.com

Thank you for the opportunity to submit a price quotation. We look forward to your favorable reply. Additional information regarding B.Braun may be obtained through our web site, [www.bbmunusa.com](http://www.bbmunusa.com). Should you have any questions concerning any part of our offer, please contact Dianne Maholick, Bids Analyst, by calling (800) 523-9676, extension 4644.

Sincerely,



Sharon S. Robertson

~~Sharon S. Robertson~~  
Contract Finance Manager  
Contract Finance Manager,  
Bids/Contracts Department

cc: Kim McQueeney  
Michael Ewing  
Jill Jaggard

Customer:	Proposal for Purchase
Welch Emergency Hospital Phcy 454 Mcdowell St WELCH WV 24801 Customer Number : 20069814	Reference Number/Date: 23414732 / 01/22/2013 Proposal Number: 23414732 Valid from/Valid to: 01/22/2013 - 04/21/2013 Payment Terms: Within 30 days due net Shipping Terms: F.O.B. origin, frgt ppd & add

B. Braun Medical Inc. is pleased to offer Welch Emergency Hospital the option to purchase the OUTLOOK 100ES, REFURB Infusion devices.

The terms of our purchase option are outlined in our Infusion Systems Agreement included with our proposal for your review. Any related disposable products may be purchased pursuant to our General Terms and Conditions, a copy of which is included with our proposal.

<b>Conditions</b>	<b>Currency USD</b>
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Material	Quantity	Description	Unit Price	EA	Extended Price
621-100ESR	30 EA	OUTLOOK 100ES, REFURB	1,850.00	EA	55,500.00
N7516	30 EA	CUSTOM IV STAND 6 LEG	181.00	EA	5,430.00
354212	417 CS	OUTLOOK IV SET 15DROP W/2 CARESITE	119.76	CS	49,939.92
V1921	40 CS	ADULT SECONDARY SET LUER LOCK	37.50	CS	1,500.00
415122	38 CS	CARESITE LUER ACCESS DEVICE	248.00	CS	9,424.00
470124	10 CS	CARESITE EXTENSION SET 8 IN.	175.00	CS	1,750.00
354216	17 CS	OUTLOOK Y SET W/CARESITE & BLOOD FILTER	172.56	CS	2,933.52
V5484	16 CS	EXT SET W/FEMALE LUER LOCK	38.50	CS	616.00
474900	6 CS	W1000 LUER TIP CAP	12.00	CS	72.00
470117	8 CS	CARESITE ADD-ON 1.2 MIC FILTER	144.50	CS	1,156.00
471957	2 CS	ET06MDA SMALLBORE Y EXT SET	161.00	CS	322.00
354215	2 CS	OUTLOOK SET W/2 CARESITE BURETTE	172.20	CS	344.40

If the pricing hereunder constitutes a discount or other reduction in price under section 1128(b)(3)(a) of the social security act 42 U.S.C. 1320a-7b(b)(3)(a), and 42 C.F.R. § 1001.952(h), Customer shall disclose the discount or reduction in price to the full extent required under any state or federal program that provides cost or charge based reimbursement to Customer for products covered herein. This act requires, among other things, that Customer fully and accurately report on any claim or request for payment it submits to Medicare and Medicaid the actual purchase price paid by Customer for products, net of any discounts, rebates or allowances provided hereunder. Customer may also be required, upon request, to provide documentation of the discount or other reduction in price to the Secretary of Health and Human Services.

**Terms of Sale:** These General Terms and Conditions of Sale ("Terms") govern the purchase by and sale to Customer of B.Braun Products and supersede the terms and conditions of any purchase order or other documentation used by Customer and, except for delivery addresses, prices, items and quantities ordered, contain the entire agreement between the parties relating to B.Braun Products, and any conflicting or additional terms are void and have no effect.

**Payment Terms:** Payment terms are net thirty (30) days from date of invoice. Credit card payments will not be accepted without prior approval from B.Braun. Any taxes, fees or assessments imposed upon the Product, its sale, transportation, delivery, use or consumption shall be the responsibility of Customer. Customer's obligation to pay outstanding invoices and all other amounts is absolute and unconditional and is not subject to any abatement, reduction, set-off, defense, counterclaim, interruption, deferment or recoupment for any reason whatsoever. Balances remaining unpaid at due date are subject to a service charge of 1.5% per month or the highest rate permitted by law, whichever is lower, until paid. Any discounts, rebates, administrative fees, credits, or other fees due or owed to Customer will be applied against delinquent balances before payment or reimbursement is made. Any disputed amounts should be reported immediately and remitted with the undisputed amount by the payment due date. If B.Braun agrees with the billing dispute, B.Braun will credit Customer the amount of the agreed-upon billing dispute. All billing disputes must be made within six (6) months of the applicable invoice date, or will be deemed to be waived. If payments are not made within the credit terms, or if Customer becomes insolvent or bankrupt, B.Braun, in addition to its other available rights and remedies, may withhold further shipment until all overdue balances are made current, and may require prepayment of future orders prior to shipment. Customer shall reimburse B.Braun for any costs and expenses incurred for collection of overdue amounts or enforcement of its rights, including without limitation, its reasonable attorneys' fees, expenses and court costs.

**Tax:** Customer must provide B.Braun with a resale/exemption certificate in order to avoid the withholding by B.Braun of applicable taxes. No refund or adjustment to previously withheld taxes will be made by B.Braun sixty (60) days after the invoice date. Please mail proof of certification to: B. Braun Medical Inc., 824 Twelfth Ave., Bethlehem, PA 18018-0027.

**Minimum Order Quantity:** All products must be ordered in full case quantities. Orders received with a value of less than \$250.00 will be subject to a handling charge of \$40.00.

**Returned Goods Policy:** Product returns are subject to the following conditions:

1. All returns are subject to the prior authorization of B.Braun, in its discretion. Customer must notify Customer Support at (800) 227-2862 and complete a Return Request Form. The Return Request Form requires lot numbers, quantities and catalog numbers along with a specific reason for return. Customer Support will either authorize or deny the request for return. Only items appearing on an approved Return document are acceptable for return. Product returns will only be accepted from the original purchaser. Product returns will not be accepted from third party return companies. Unauthorized returns will be destroyed and no credit issued. All authorized returned goods must be shipped freight prepaid to the B.Braun location indicated on the Return document, except B.Braun will pay freight costs for Product shipped-in-error.
2. All Products returned within 30 days of delivery are subject to a **25% restocking charge**, except for Products shipped-in-error. Products returned after 30 days are considered excess stock and will be eligible for 50% credit. No Products will be accepted for return after 90 days from the date of delivery.
3. Subject to paragraph 2 above, credit will be issued at the net purchase price for all authorized returns provided:
  - a. Products have at least one year shelf-life remaining, or products with original expiration dating of eighteen months or less have at least six months shelf-life remaining.
  - b. Proper authorization has been obtained,
  - c. Products must be in original packaging,
  - d. Products are current inventory items, and
  - e. The Products have been shipped and billed to Customer by B.Braun, and Customer has paid for said Products.
4. Certain Products are not eligible for return. These are:
  - a. Products which have deflorated because of improper storage, handling, abuse or other factors.
  - b. Products which have been opened, partly used or which the labels or seals have been removed or tampered.
  - c. Products which have been involved in a special promotion sale,
  - d. Broken, damaged or opened cases. Resealed cartons are not eligible for return,
  - e. Special products made to Customer's specification, and
  - f. Sets over two (2) years old, flush syringe Products, infusion systems devices, related accessories and IV poles.
5. Products that are to be returned for repair (e.g., medical device equipment) must be accompanied by an approved Repair Notification.

**Expiration Date:** On dated Products, the expiration date is shown as a month and year, e.g., August 2012, 8/12. The date of expiration is the last day of the given month, e.g., August 31, 2012.

Credits for returned goods are conditioned upon B.Braun's inspection and approval of such goods upon their return. If B.Braun determines, in its discretion, that any returned goods are not eligible for return due to any of the reasons provided in paragraph 4 above, Customer will not receive a credit, even if a Return document was issued. No advance credits will be accepted.

**Intellectual Property Rights:** In all cases, all intellectual property rights in and to, and all technology relating to, the Products supplied to Customer, their design and all improvements thereto or thereof, whether or not such Product, design or improvement is made pursuant to Customer's specifications or at Customer's expense, shall be and remain the exclusive property of B.Braun.

**Warranty:** With respect to disposable Products, B.Braun warrants to the original purchaser that each standard Product manufactured by B.Braun at time of delivery is free of defects in material and workmanship and, when used for the purposes and indications described on the labeling, is fit for the purposes and indications described on the labeling. All warranties for a Product shall expire as of Product expiration date, or if none, after one (1) year from the date of shipment from B.Braun. B.Braun's warranty hereunder shall not apply if: (i) a Product is not used in accordance with its instructions or if it is used for a purpose not indicated on the labeling, (ii) any repairs, alterations or other work has been performed by Customer or others on such item, other than work performed with B.Braun's authorization and according to its approved procedures; or (iii) the alleged defect is a result of abuse, misuse, improper

maintenance, accident or the negligence of any party other than B.Braun. The warranty set forth herein is conditioned upon proper storage, installation, use and maintenance in accordance with applicable written recommendations of B.Braun. The warranty furnished hereunder does not extend to damage to items purchased hereunder resulting in whole or in part from the use of components, accessories, parts or supplies not furnished by B.Braun.

B.Braun's sole obligation and Customer's sole remedy shall be to repair or replace, at B.Braun's option, any defective component or Product and pay transportation expenses for such replacement. Customer shall provide labor for the removal of the defective component or item and installation of its replacement at no charge to B.Braun. Customer shall bear all risk of loss or damage to returned goods while in transit. In the event no defect or breach of warranty is discovered by B.Braun upon receipt of any returned item, the item will be returned to Customer at Customer's expense and Customer will reimburse B.Braun for the transportation charges, labor and associated charges incurred in testing the allegedly defective item.

**Except as expressly provided herein, B.Braun makes no warranty of any kind, expressed or implied with respect to any products, parts or services provided by B.Braun including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Products distributed, but not manufactured, by B.Braun are not warranted by B.Braun and Customer must instead rely on the representations and warranties, if any, provided directly to the Customer by the manufacturer of such Product. The sole and exclusive remedy for breach of any warranty is limited to the remedies provided in the paragraph above.**

Warranties for infusion system devices are provided in a separate warranty document.

#### Miscellaneous:

1. Except as expressly provided herein, no changes to these Terms or waiver of any of these Terms shall be effective unless in writing and signed by both parties. Any failure by B.Braun to enforce any of its rights hereunder shall not be deemed to be a waiver of such rights, and B.Braun may, at its option, from time to time, enforce any of its rights herein. This Agreement binds Customer and its permitted successors and assigns.
2. B.Braun will use its reasonable efforts to fill orders, but B.Braun shall not be liable for nonperformance or delays caused by a shortage of raw materials, manufacturing problems, delivery or labor problems, priorities, acts of regulatory agencies or judicial bodies, discontinuation of a product line, acts of God or third parties, or other causes beyond its reasonable control. Customer agrees that in such events B.Braun may allocate Products among all customers, without liability.
3. The Products are sold subject to Pennsylvania law and any dispute or claim arising out of or relating to these Terms or the sale of Product ("Claim") shall be governed by the laws, but not the law of conflicts of law, of the Commonwealth of Pennsylvania. Such Claim shall be tried by a court and not a jury. Customer expressly and unconditionally waives its rights to a jury trial in any such Claim.
4. B.Braun shall promptly deliver written notice or verbal, followed by written, notice of any recall of Product. Should the recall require Products be removed from the market, B.Braun shall, to the extent reasonably possible and at B.Braun's option, replace any such recalled Products as soon as practicable with comparable Products not subject to such recall or repair any such recalled Products and return them to Customer.
5. Customer may not change, adulterate, obscure, remove or deface trademarks, tradenames or labels appearing on any Product of B.Braun.
6. B.Braun shall not be liable to customer for any indirect, incidental, special, consequential or punitive damages (including any damage for lost profits) arising out of or in connection with furnishing of products, parts or service hereunder, or the performance, use of, or inability to use any products, parts or service, or otherwise, whether based in contract, warranty, tort, including without limitation, negligence, or any other legal or equitable theory. B.Braun's total liability for any claim or action shall not exceed the purchase price of the products out of which such claim or action arose.
7. If the pricing hereunder constitutes a discount or other reduction in price under section 1128(b)(3)(a) of the social security act 42 U.S.C. 1320a-7b(b)(3)(a), and 42 C.F.R. § 1001.952(h), Customer shall disclose the discount or reduction in price to the full extent required under any state or federal program that provides cost or charge based reimbursement to Customer for products covered herein. This act requires, among other things, that Customer fully and accurately report on any claim or request for payment it submits to Medicare and Medicaid the actual purchase price paid by Customer for products, net of any discounts, rebates or allowances provided hereunder. Customer may also be required, upon request, to provide documentation of the discount or other reduction in price to the Secretary of Health and Human Services.

**Shipping:** Freight charges will be prepaid when orders are shipped via a transportation mode and carrier selected by B.Braun. Unless otherwise stated in an agreement, shipment of infusion systems devices, related accessories and IV poles will be made F.O.B. Origin. When expedited delivery, specialized service, or alternate transportation modes are requested, or if requests are inconsistent with efficient distribution practices, an additional charge to cover the premium expense will be added to the invoice. Inside deliveries are subject to additional charges based on current common carrier rates or hourly rates. Palletized deliveries are encouraged. Products will be shipped on a scheduled order and delivery basis. Orders shipped outside Customer's order and delivery schedule may be subject to a handling charge of \$75.00. B.Braun will provide proof of delivery upon request.

**Damage or Loss in Transit:** Identity of items and extent of damage or loss must be noted on Customer's copy of the delivery document by the agent of the transportation company. If damage is discovered after receipt of shipment, notify the transportation company immediately and request that inspection be made and an inspection report rendered. Customer must report concealed shortages or damages within palletized shipments to B.Braun Customer Support within 3 business days of delivery or credit will not be allowed. In addition, Customer must provide B.Braun with a copy of Customer's claim request accompanied by a delivery receipt or an inspection report upon which the transportation company has properly noted such damage or loss and B.Braun will issue a credit for the loss or damage and file a claim with the carrier. If such information is not received within ten (10) days of delivery, no credit will be issued. Count and inspect your freight before the carrier departs. **Damaged merchandise should not be accepted. Please forward all information to Affm: Customer Support, B.Braun Medical Inc. 901 Marcon Boulevard, Allentown, PA 18109 (800) 227-2862.**



Material	Quantity	Description	Unit Price	Extended Price
V7450	9 CS	OUTLOOK PUMP UNI.SPIKE NITROGLYCERIN SET	192.48 CS	1,732.32
FRTRR	1 EA	FREIGHT - TRUCK	144.00 EA	144.00

<b>ITEMS TOTAL</b>	130,864.16
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<b>FINAL AMOUNT</b>	130,864.16
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\*Denotes Taxable Item

It is anticipated that delivery of the Outlook® 100 ES Refurbished Safety Infusion Device will generally be made within forty-five (45) days after acceptance of a purchase order, depending upon implementation requirements. However, delivery schedules are approximate only, and based upon manufacturing capabilities, schedules, and access to component parts. All pricing is exclusive of any extended warranty, applicable taxes and freight charges. Any customization for products/services or accessories not quoted in this proposal will be made available at an additional charge. The pricing and terms set forth herein are confidential in nature, and Customer agrees to hold in confidence and refrain from disclosing such information to third parties. All transactions are pending credit approval.

IV stands require up to a 6-8 week lead time for shipment from the date a valid Purchase Order is received by B Braun.

The freight quote provided is subject to change due to variations with fuel charges and other factors. The final shipping cost may differ.

If the pricing hereunder constitutes a discount or other reduction in price under section 1128(b)(3)(a) of the social security act 42 U.S.C. 1320a-7b(b)(3)(a), and 42 C.F.R. § 1001.952(h), Customer shall disclose the discount or reduction in price to the full extent required under any state or federal program that provides cost or charge based reimbursement to Customer for products covered herein. This act requires, among other things, that Customer fully and accurately report on any claim or request for payment it submits to Medicare and Medicaid the actual purchase price paid by Customer for products, net of any discounts, rebates or allowances provided hereunder. Customer may also be required, upon request, to provide documentation of the discount or other reduction in price to the Secretary of Health and Human Services.

**Terms of Sale:** These General Terms and Conditions of Sale ("Terms") govern the purchase by and sale to Customer of B.Braun Products and supersede the terms and conditions of any purchase order or other documentation used by Customer and, except for delivery addresses, prices, items and quantities ordered, contain the entire agreement between the parties relating to B.Braun Products, and any conflicting or additional terms are void and have no effect.

**Payment Terms:** Payment terms are net thirty (30) days from date of invoice. Credit card payments will not be accepted without prior approval from B.Braun. Any taxes, fees or assessments imposed upon the Product, its sale, transportation, delivery, use or consumption shall be the responsibility of Customer. Customer's obligation to pay outstanding invoices and all other amounts is absolute and unconditional and is not subject to any abatement, reduction, set-off, defense, counterclaim, interruption, deferment or recoupment for any reason whatsoever. Balances remaining unpaid at due date are subject to a service charge of 1.5% per month or the highest rate permitted by law, whichever is lower, until paid. Any discounts, rebates, administrative fees, credits, or other fees due or owed to Customer will be applied against delinquent balances before payment or reimbursement is made. Any disputed amounts should be reported immediately and remitted with the undisputed amount by the payment due date. If B.Braun agrees with the billing dispute, B.Braun will credit Customer the amount of the agreed-upon billing dispute. All billing disputes must be made within six (6) months of the applicable invoice date, or will be deemed to be waived. If payments are not made within the credit terms, or if Customer becomes insolvent or bankrupt, B.Braun, in addition to its other available rights and remedies, may withhold further shipment until all overdue balances are made current, and may require prepayment of future orders prior to shipment. Customer shall reimburse B.Braun for any costs and expenses incurred for collection of overdue amounts or enforcement of its rights, including without limitation, its reasonable attorneys' fees, expenses and court costs.

**Tax:** Customer must provide B.Braun with a resale/exemption certificate in order to avoid the withholding by B.Braun of applicable taxes. No refund or adjustment to previously withheld taxes will be made by B.Braun sixty (60) days after the invoice date. Please mail proof of certification to: B. Braun Medical Inc., 824 Twelfth Ave., Bethlehem, PA 18018-0027.

**Minimum Order Quantity:** All products must be ordered in full case quantities. Orders received with a value of less than \$250.00 will be subject to a handling charge of \$40.00.

**Returned Goods Policy:** Product returns are subject to the following conditions:

- All returns are subject to the prior authorization of B.Braun, in its discretion. Customer must notify Customer Support at (800) 227-2862 and complete a Return Request Form. The Return Request Form requires lot numbers, quantities and catalog numbers along with a specific reason for return. Customer Support will either authorize or deny the request for return. Only items appearing on an approved Return document are acceptable for return. Product returns will only be accepted from the original purchaser. Product returns will not be accepted from third party return companies. Unauthorized returns will be destroyed and no credit issued. All authorized returned goods must be shipped freight prepaid to the B.Braun location indicated on the Return document, except B.Braun will pay freight costs for Product shipped-in-error.
- All Products returned within 30 days of delivery are subject to a **25% restocking charge**, except for Products shipped-in-error. Products returned after 30 days are considered excess stock and will be eligible for 50% credit. No Products will be accepted for return after 90 days from the date of delivery.
- Subject to paragraph 2 above, credit will be issued at the net purchase price for all authorized returns provided:
  - Products have at least one year shelf-life remaining, or products with original expiration dating of eighteen months or less have at least six months shelf-life remaining,
  - Proper authorization has been obtained,
  - Products must be in original packaging,
  - Products are current inventory items, and
  - The Products have been shipped and billed to Customer by B.Braun, and Customer has paid for said Products.
- Certain Products are **not eligible for return**. These are:
  - Products which have deteriorated because of improper storage, handling, abuse or other factors.
  - Products which have been opened, partly used or which the labels or seals have been removed or tampered,
  - Products which have been involved in a special promotion sale,
  - Broken, damaged or opened cases. Resealed cartons are not eligible for return,
  - Special products made to Customer's specification, and
  - Sets over two (2) years old, flush syringe Products, infusion systems devices, related accessories and IV poles.
- Products that are to be returned for repair (e.g., medical device equipment) must be accompanied by an approved Repair Notification.

**Expiration Date:** On dated Products, the expiration date is shown as a month and year, e.g., August 2012, 8/12. The date of expiration is the last day of the given month, e.g., August 31, 2012.

Credits for returned goods are conditioned upon B.Braun's inspection and approval of such goods upon their return. If B.Braun determines, in its discretion, that any returned goods are not eligible for return due to any of the reasons provided in paragraph 4 above, Customer will not receive a credit, even if a Return document was issued. No advance credits will be accepted.

**Intellectual Property Rights:** In all cases, all intellectual property rights in and to, and all technology relating to, the Products supplied to Customer, their design and all improvements thereto or thereof, whether or not such Product, design or improvement is made pursuant to Customer's specifications or at Customer's expense, shall be and remain the exclusive property of B.Braun.

**Warranty:** With respect to disposable Products, B.Braun warrants to the original purchaser that each standard Product manufactured by B.Braun at time of delivery is free of defects in material and workmanship and, when used for the purposes and indications described on the labeling, is fit for the purposes and indications described on the labeling. All warranties for a Product shall expire as of Product expiration date, or if none, after one (1) year from the date of shipment from B.Braun. B.Braun's warranty hereunder shall not apply if: (i) a Product is not used in accordance with its instructions or if it is used for a purpose not indicated on the labeling, (ii) any repairs, alterations or other work has been performed by Customer or others on such item, other than work performed with B.Braun's authorization and according to its approved procedures; or (iii) the alleged defect is a result of abuse, misuse, improper

maintenance, accident or the negligence of any party other than B.Braun. The warranty set forth herein is conditioned upon proper storage, installation, use and maintenance in accordance with applicable written recommendations of B.Braun. The warranty furnished hereunder does not extend to damage to items purchased hereunder resulting in whole or in part from the use of components, accessories, parts or supplies not furnished by B.Braun.

B.Braun's sole obligation and Customer's sole remedy shall be to repair or replace, at B.Braun's option, any defective component or Product and pay transportation expenses for such replacement. Customer shall provide labor for the removal of the defective component or item and installation of its replacement at no charge to B.Braun. Customer shall bear all risk of loss or damage to returned goods while in transit. In the event no defect or breach of warranty is discovered by B.Braun upon receipt of any returned item, the item will be returned to Customer at Customer's expense and Customer will reimburse B.Braun for the transportation charges, labor and associated charges incurred in testing the allegedly defective item.

**Except as expressly provided herein, B.Braun makes no warranty of any kind, expressed or implied with respect to any products, parts or services provided by B.Braun including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Products distributed, but not manufactured, by B.Braun are not warranted by B.Braun and Customer must instead rely on the representations and warranties, if any, provided directly to the Customer by the manufacturer of such Product. The sole and exclusive remedy for breach of any warranty is limited to the remedies provided in the paragraph above.**

Warranties for infusion system devices are provided in a separate warranty document.

#### Miscellaneous:

- Except as expressly provided herein, no changes to these Terms or waiver of any of these Terms shall be effective unless in writing and signed by both parties. Any failure by B.Braun to enforce any of its rights hereunder shall not be deemed to be a waiver of such rights, and B.Braun may, at its option, from time to time, enforce any of its rights herein. This Agreement binds Customer and its permitted successors and assigns.
- B.Braun will use its reasonable efforts to fill orders, but B.Braun shall not be liable for nonperformance or delays caused by a shortage of raw materials, manufacturing problems, delivery or labor problems, priorities, acts of regulatory agencies or judicial bodies, discontinuation of a product line, acts of God or third parties, or other causes beyond its reasonable control. Customer agrees that in such events B.Braun may allocate Products among all customers, without liability.
- The Products are sold subject to Pennsylvania law and any dispute or claim arising out of or relating to these Terms or the sale of Product ("Claim") shall be governed by the laws, but not the law of conflicts of law, of the Commonwealth of Pennsylvania. Such Claim shall be tried by a court and not a jury. Customer expressly and unconditionally waives its rights to a jury trial in any such Claim.
- B.Braun shall promptly deliver written notice or verbal, followed by written, notice of any recall of Product. Should the recall require Products be removed from the market, B.Braun shall, to the extent reasonably possible and at B.Braun's option, replace any such recalled Products as soon as practicable with comparable Products not subject to such recall or repair any such recalled Products and return them to Customer.
- Customer may not change, adulterate, obscure, remove or deface trademarks, tradenames or labels appearing on any Product of B.Braun.
- B.Braun shall not be liable to customer for any indirect, incidental, special, consequential or punitive damages (including any damage for lost profits) arising out of or in connection with furnishing of products, parts or service hereunder, or the performance, use of, or inability to use any products, parts or service, or otherwise, whether based in contract, warranty, tort, including without limitation, negligence, or any other legal or equitable theory. B.Braun's total liability for any claim or action shall not exceed the purchase price of the products out of which such claim or action arose.
- If the pricing hereunder constitutes a discount or other reduction in price under section 1128(b)(3)(a) of the social security act 42 U.S.C. 1320a-7b(b)(3)(a), and 42 C.F.R. § 1001.952(h), Customer shall disclose the discount or reduction in price to the full extent required under any state or federal program that provides cost or charge based reimbursement to Customer for products covered herein. This act requires, among other things, that Customer fully and accurately report on any claim or request for payment it submits to Medicare and Medicaid the actual purchase price paid by Customer for products, net of any discounts, rebates or allowances provided hereunder. Customer may also be required, upon request, to provide documentation of the discount or other reduction in price to the Secretary of Health and Human Services.

**Shipping:** Freight charges will be prepaid when orders are shipped via a transportation mode and carrier selected by B.Braun. Unless otherwise stated in an agreement, shipment of infusion systems devices, related accessories and IV poles will be made F.O.B. Origin. When expedited delivery, specialized service, or alternate transportation modes are requested, or if requests are inconsistent with efficient distribution practices, an additional charge to cover the premium expense will be added to the invoice. Inside deliveries are subject to additional charges based on current common carrier rates or hourly rates. Palletized deliveries are encouraged. Products will be shipped on a scheduled order and delivery basis. Orders shipped outside Customer's order and delivery schedule may be subject to a handling charge of \$75.00. B.Braun will provide proof of delivery upon request.

**Damage or Loss in Transit:** Identity of items and extent of damage or loss must be noted on Customer's copy of the delivery document by the agent of the transportation company. If damage is discovered after receipt of shipment, notify the transportation company immediately and request that inspection be made and an inspection report rendered. Customer must report concealed shortages or damages within palletized shipments to B.Braun Customer Support within 3 business days of delivery or credit will not be allowed. In addition, Customer must provide B.Braun with a copy of Customer's claim request accompanied by a delivery receipt or an inspection report upon which the transportation company has properly noted such damage or loss and B.Braun will issue a credit for the loss or damage and file a claim with the carrier. If such information is not received within ten (10) days of delivery, no credit will be issued. Count and inspect your freight before the carrier departs. **Damaged merchandise should not be accepted. Please forward all information to Aftn: Customer Support, B.Braun Medical Inc. 901 Marcon Boulevard, Allentown, PA 18109 (800) 227-2862.**

**B. BRAUN MEDICAL INC.**  
**Outlook® Safety Infusion Device Reconditioned or Refurbished**  
**PRODUCT WARRANTY**

B. Braun Medical Inc. ("B. Braun") warrants to and only to the original purchaser or lessee ("Customer") of the Outlook® Safety Infusion System device ("Device") that reasonable care has been used in the refurbishment of each Device and that, when properly used and maintained by Customer, it shall be free from defects in material and workmanship in accordance with its specifications for a period of one (1) year from the date of shipment of such Device by B. Braun ("Warranty Period"). Any Device that is found by B. Braun not to meet these standards within this Warranty Period will, at B. Braun's sole option, be repaired or replaced without charge. Any nonconforming Device or component thereof should be returned promptly to B. Braun, properly packaged and with postage prepaid by Customer. Customer shall provide labor for the removal of nonconforming Device and installation of its replacement, and shall bear all risk of loss or damage while in transit. In the event no breach of warranty is discovered by B. Braun upon receipt of any returned item, the item will be returned to Customer at Customer's expense.

This Warranty is valid only if the Device is operated and maintained as described in B. Braun's operator's manuals, supplements or other operating instructions. This Warranty shall not apply to any Device or component thereof if (1) any repairs, alterations, or other work has been performed on the Device or any component thereof by anyone other than B. Braun or a technician or repair facility authorized in writing by B. Braun; (2) the Device is altered in any manner that, in B. Braun's sole judgement, affects its stability or reliability; (3) the alleged condition or nonconformity is a result of the misuse, cleaning or handling, negligence, accident or improper maintenance of any party; (4) the Device is not used in accordance with its instructions for use furnished by B. Braun or is not used for its intended purpose. This warranty does not apply to batteries, petal module covers, or any upgrades, including but not limited to software, cosmetic bezels, case tops, case bottoms and key pads.

Any nonconformity or condition that has been caused by the misuse, unauthorized modification, or abnormal conditions of operation, or that is otherwise excluded from this Warranty, will be repaired by B. Braun at its then current repair charges. In this case, upon the request of Customer, B. Braun will submit an estimate of the repair cost to Customer prior to making any repairs.

This Warranty does not extend to damages to, or resulting in whole or in part from the use of, components, accessories, parts or supplies not supplied by B. Braun for use with the Device. Products or components not manufactured by B. Braun are not warranted by B. Braun, and Customer must rely on the warranties, if any, provided directly by the manufacturer of such product or component. Customer shall be solely responsible for, and B. Braun makes no representation or warranty regarding, integration of barcoding and/or wireless interfacing, as applicable, of the Devices with Customer's systems.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, B. BRAUN MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE WITH RESPECT TO THE DEVICE INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The sole and exclusive remedy of Customer for breach by B. Braun of any warranty shall be limited, at B. Braun's sole election, to the repair or replacement of the Device or any component thereof. In no event shall B. Braun be liable to Customer for any indirect, incidental, special, consequential or punitive damages (including damages for lost profits) arising out of or in connection with the delivery, use or service of any Device or the performance, use or inability to use the Device or otherwise, whether based in contract, warranty, tort (including negligence) or any other legal or equitable theory.

B. Braun neither assumes, nor authorizes any person to assume for it, any additional liability or responsibility in connection with the Device and no agent, employee or representative of B. Braun has the right to modify or expand the warranties set forth herein and no such modification or expansion should be relied upon by Customer. Notwithstanding anything to the contrary in any other document, this warranty shall be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding its laws of conflict of laws.

**B. Braun Medical Inc. 824 Twelfth Avenue, Bethlehem, PA 18018**  
**Customer Support (800) 627-7867**

1/01/10



**EXTENDED WARRANTY AGREEMENT**  
**for Outlook® Safety Infusion Device Models**

The undersigned ("Customer") has elected to purchase the Extended Warranty described herein on (insert quantity) (insert description), having the serial numbers listed on Schedule A of this agreement (collectively, the "Equipment"), which it (complete as applicable):

Leased from B. Braun Medical Inc. ("B.Braun") under its lease agreement dated , Contract No. (the "Contract").

Purchased from B. Braun Medical Inc. ("B.Braun") under its purchase agreement dated , Contract No. (the "Contract").

Years of Warranty	End Date	Warranty Price Per Unit	Annual Warranty Price for all Equipment	Aggregate Warranty Price Over Warranty Term

**Payment:** The Annual Warranty Price shall be paid by Customer to B.Braun prior to the commencement of each warranty year.

**Eligibility:** If, after expiration of B.Braun's standard factory warranty, Customer desires to purchase the Extended Warranty, such purchase is conditioned upon B.Braun's written approval. B. Braun shall have the right to inspect the Equipment to determine operational conditions prior to offering or accepting the Extended Warranty with respect to such Equipment, and Customer will be charged a Reinstatement Fee.

**Extended Warranty Description:** B.Braun hereby agrees to extend the Product Warranty set forth in Exhibit 1, attached hereto and incorporated by reference herein, for the warranty term set forth above. The Extended Warranty shall commence immediately after expiration of B.Braun's standard factory warranty covering the Equipment. To initiate the repair or replacement of a unit of Equipment under the Product Warranty, Customer must notify B.Braun Infusion Systems Customer Support at (800) 627-7867 (PUMP) to be issued a return authorization number ("Service Notification"), which must be made visible on the outside of the shipping container. Only the Equipment listed in the Service Notification will be accepted at B.Braun's service center. For a current list of covered and non-covered parts, refer to the current Outlook® Safety Infusion System Parts Price List. **The Extended Warranty does not include preventative maintenance service. Preventative Maintenance Services for the Equipment may be purchased separately by contacting Infusion Systems Customer Support at (800) 627-7867.**

**Term:** The Extended Warranty shall remain in effect for the period identified above, unless terminated earlier by B.Braun due to a breach by Customer of this Extended Warranty Agreement or of the Contract. In the event of termination by B.Braun due to the failure of Customer to perform any of its obligations, B.Braun shall be entitled to the Annual Warranty Price for the remainder of the warranty period as if such termination did not occur.

This Extended Warranty Agreement shall not become effective or binding upon B.Braun, unless signed below by two authorized representatives of B.Braun.

**Agreed to:**

**Customer:**

**B. BRAUN MEDICAL INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Schedule A  
Equipment**

**Exhibit 1**  
**B. BRAUN MEDICAL INC.**  
**Outlook® Safety Infusion Device Models**  
**PRODUCT WARRANTY**

B. Braun Medical Inc. ("B.Braun") warrants to and only to the original purchaser or lessee ("Customer") of the Outlook® Safety Infusion Device models ("Device") that reasonable care has been used in the manufacture of each Device and that, when properly used and maintained by Customer, it shall be free from defects in material and workmanship in accordance with its specifications for a period of one year from the date of shipment of such Device by B.Braun ("Warranty Period"). Any Device that is found by B.Braun not to meet these standards within this Warranty Period will, at B.Braun's sole option, be repaired or replaced without charge. Any nonconforming Device or component thereof should be returned promptly to B.Braun, properly packaged and with postage prepaid by Customer. Customer shall provide labor for removal of the nonconforming Device and installation of its replacement, and shall bear all risk of loss or damage while in transit. In the event no breach of warranty is discovered by B.Braun upon receipt of any returned Device, the Device will be returned to Customer at Customer's expense.

This Warranty is valid only if the Device is operated and maintained as described in B.Braun's operator's manuals, supplements or other operating instructions. This Warranty shall not apply to any Device or component thereof if (1) any repairs, alterations, or other work has been performed on the Device or any component thereof by anyone other than B.Braun or a technician or repair facility authorized in writing by B.Braun; (2) the Device is altered in any manner that, in B.Braun's sole judgement, affects its stability or reliability; (3) the alleged condition or nonconformity is a result of the misuse, cleaning or handling, negligence, accident or improper maintenance of any party; (4) the Device is not used in accordance with its instructions for use furnished by B.Braun or is not used for its intended purpose. This warranty does not apply to batteries, petal module covers, or to any upgrades, including but not limited to software, cosmetic bezels, case tops, case bottoms and key pads.

Any nonconformity or condition that has been caused by the misuse, unauthorized modification, or abnormal conditions of operation, or that is otherwise excluded from this Warranty, will be repaired by B.Braun at its then current repair charges. In this case, upon the request of Customer, B.Braun will submit an estimate of the repair cost to Customer prior to making any repairs.

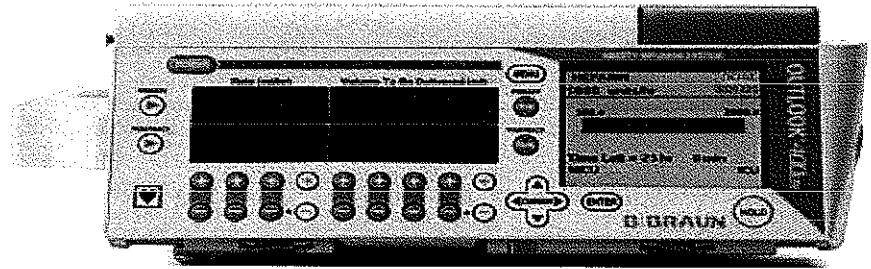
This Warranty does not extend to damages to, or resulting in whole or in part from the use of, components, accessories, parts or supplies not supplied by B.Braun for use with the Device. Products or components not manufactured by B.Braun are not warranted by B.Braun, and Customer must rely on the warranties, if any, provided directly by the manufacturer of such product or component. Customer shall be solely responsible for, and B.Braun makes no representation or warranty regarding, integration of barcoding and/or wireless interfacing, as applicable, of the Devices with Customer's systems.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, B.BRAUN MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE WITH RESPECT TO THE DEVICE INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The sole and exclusive remedy of Customer for breach by B.Braun of any warranty shall be limited, at B.Braun's sole election, to the repair or replacement of the unit of Device or any component thereof. In no event shall B.Braun be liable to Customer for any indirect, incidental, special, consequential or punitive damages (including damages for lost profits) arising out of or in connection with the delivery, use or service of any Device or the performance, use or inability to use the Device or otherwise, whether based in contract, warranty, tort (including negligence) or any other legal or equitable theory.

B.Braun neither assumes, nor authorizes any person to assume for it, any additional liability or responsibility in connection with the Device and no agent, employee or representative of B.Braun has the right to modify or expand the warranties set forth herein and no such modification or expansion should be relied upon by Customer. Notwithstanding anything to the contrary in any other document, this warranty shall be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding its laws of conflict of laws.

**B. Braun Medical Inc. 824 Twelfth Avenue, Bethlehem, PA 18018**  
**Customer Support 1 (800) 627-7867**

1/01/10



## **B. BRAUN OUTLOOK® ES PROPOSED IMPLEMENTATION PROCESS**

The following is an outline of the level of service B. Braun Medical Inc. will provide in the implementation and inservicing of products.

### **One month prior to implementation:**

- ◆ B. Braun Medical Inc. representatives meet with nursing and purchasing to determine dates of conversion. Any unit specific issues such as specialty IV sets, and pump setup related questions are addressed. In addition, meetings are scheduled to determine proper dose calculation parameters and other software related issues that will then be pre-programmed into the Outlook® ES Safety Infusion System prior to implementation.
- ◆ B. Braun Medical Inc. meets with purchasing to facilitate any purchase orders, price lists or shipping needs to insure that a product arrives 2-3 weeks before implementation begins per the hospitals instructions. Also inventory requirements will be addressed to insure that there are a limited number of old tubings in the system.
- ◆ The central sterile supply departments will be briefed and inserviced on cleaning, charging requirements prior to devices arriving in the hospital.

### **Two Weeks Prior To Implementation:**

- ◆ B. Braun Medical Inc. will make final arrangements with purchasing to order tubing and check inventory levels of existing tubing's.
- ◆ Nursing will re-convene with B. Braun representatives to finalize inservice times, manpower requirements, **Outlook® 100ES** rollout schedule and any special training arrangements that need to be made.
- ◆ The devices are unboxed, labeled and safety checked by the biomedical department and/or a B. Braun representative. All devices should be plugged in for at least 24 hours prior to implementation to insure full battery charge.

**Implementation Planning:**

- ◆ **Nursing:** B. Braun Medical Inc. representatives will meet with appropriate nursing committee(s) to determine the type of inservice schedule required, types of tubing's needed on each floor, and any other inservice or staffing issues required. Infusion device features will be selected and identified for placement into Main or Alternate user menus, default settings and other operational parameters are selected. In addition, a company representative will visit each floor to meet with appropriate head nurse to communicate inservice plans.
- ◆ **OR/ER/ICU:** Company representatives will meet with key clinicians in each of these critical areas to assess needs from an inservice, tubing and software perspective. Based on their input, separate scheduling may be arranged. B.Braun will have a dedicated representative in place in the Intensive Care areas during the implementation.
- ◆ **Purchasing:** Company representatives will work with purchasing to properly cross reference and select proper tubing for each area of the hospital as outlined by nursing. B.Braun will also assist in placing first order, handle any special shipping or pricing needs and will oversee the shipment of infusion pumps devices from our Carrollton facility to **Welch Community Hospital**.
- ◆ **Nursing Education:** Company representatives will be available 24 hours a day in person or via pager during entire implementation stage. B. Braun Medical Inc will accommodate any education requirements by **Welch Community Hospital**. In-service staff at no additional charge. As an additional resource, B.Braun will provide nurse clinicians for questions regarding the **Outlook® 100ES** applications. In-service videotapes are available and custom "taping" of in-service can be completed with **Welch Community Hospital** A/V department if necessary.
- ◆ **Technical Assistance:** B. Braun Medical Inc. offers *24-hour year round clinical/technical assistance*. Appropriate numbers for **Outlook® 100ES** related questions will be provided to the hospital at the time of purchase.
- ◆ **Continuing Education:** All clinical consultants are R.N.s. Continuing education is available as long as the equipment is in use by **Welch Community Hospital**. All education related to new safety upgrades would be included at no charge.



**Implementation Schedule:**

**Week One:** All classroom and specialty training is handled in week one. A final check to make sure all IV sets have arrived for appropriate nursing units is completed. IV sets are labeled and readied to be taken to individual units on day rollout is scheduled typically after three (3) days of inservicing.

Based on the determination by nursing and B.Braun, IV pump rollout will take place after day three (3) of facility wide inservicing. The rollout will begin with central supply replacing all existing IV sets with new tubing the morning of the conversion. All existing devices will be replaced in central supply that morning and company representatives, with nursing assistance, will travel unit to unit replacing all existing devices with new Horizon infusion devices.

This roll out will include OR and all ICU's in order to eliminate old equipment as quickly as possible so there will not be a mixture of devices and IV sets available on the nursing units. Company representatives will be on site throughout the facility during this process. This can typically be accomplished within two (2) days. Company representatives will also be available during the weekend for additional training and support.

**Week Two:** Company representatives will be available throughout the facility conducting any follow up inservicing, 24 hours, that may be necessary. Any ancillary units such as respiratory, pharmacy, physical therapy can be trained this week.

In-house biomedical training can be included per the warranty if so desired. All old infusion devices will be boxed and removed by B. Braun personnel.

## Outlook 100es

The Outlook® ES Safety Infusion System is a safe, reliable and easy to use, easy to learn modular infusion system that takes advantage of Extendable Platform Technology. Expandable Platform Technology enables a facility to select a safety platform that matches their current needs and easily migrate to another platform when ready.

DoseGuard™ Technology notifies clinicians when hospital defined dose limits are exceeded by the clinician during programming or titration. DoseGuard can not be turned off and min/max limit values are displayed during infusion.

Set-based FFP

Proprietary B. Braun Pump Set Only

Epidural sets are marked stripe.

Single Channel Modular

Dimensions and Weight- 30.5 W x 11.4 H x 22.2 D (cm) 5 kg with battery

Stack 5 independent modules

15 clinical care areas, with 300 drug entries.

Two preprogrammed concentrations/drug expands list to potential of 600 unique drug names per location compared to single drug name/concentration offerings. Customization option is standard

24 hr maximum programmable delay

New Patient?, Retain All, and Clear All data retention defaults available.

Max hold time programmable to 2 hours in three minute increments.

DoseGuard and RateGuard min/max limits are also displayed.

Battery-NiMH

Battery Life-7 hrs @ 25 ml/hr

10 hrs for full charge for fully depleted battery

Upstream/Downstream occlusion, Bag Empty and Low Flow alarms applicable. Occlusion alarm for secondary line clamp N/A if primary line open. Self correcting occlusion warning option available.

3 Unique logs: Operation, Alarm and DoseGuard Alert logs. 3,056 FIFO events.

Dose Error Reduction System-DoseGuard, RateGuard

Size of the Dose Error Reduction System- 3,056 FIFO events

Downloadable log for spreadsheet analysis only.

Total Alerts, Total Overrides, Alarm History-all reports may be trended by care area, drug, above or below limit, date, pump.

Outlook ES Pump Configuration Editor Software required (additional cost) to custom configure pump menu and feature options and drug/solution library contents.

Wide range of dosing parameters including ng, and mEq. Lb, kg and m2 dosing units available. Drug names expanded to 15 character max based on actual pixel width

Dosing Units Available- Any combination of the following:

**Drug Weight:** g, mg, mcg, ng, units, milliU, and mEq

**Patient:** None, kg, lb, m2

**Time:** hr, min

Concentrations in drug library may not be changed by end user.

Active Alphabetical Index

Global setting to pump and user selectable per therapy

Range of occlusion available- 75, 100, 200, 300, 400, 500 and 750 mmHg

Network Infrastructure- 802.11 a/b/g

Encryption Method- WEP 40 and 128 bit, WPA-PSK (Pre-shared key), WPA2-PSK



# CERTIFICATE OF LIABILITY INSURANCE

COSH

DATE (MM/DD/YYYY)  
12/27/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> The Graham Company The Graham Building 1 Penn Square West Philadelphia, PA 19102		(215) 567-6300	<b>CONTACT NAME:</b> John D. Kurtz <b>PHONE (A/C, No, Ext):</b> 215-701-5237 <b>E-MAIL ADDRESS:</b> jkurtz@grahamco.com <b>PRODUCER CUSTOMER ID #:</b> BBRAUNM-01	<b>FAX (A/C, No):</b> 215-525-0241													
<b>INSURED</b> B. Braun Medical Inc. 824 Twelfth Avenue Bethlehem, PA 18018		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Gemini Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B : ACE American Insurance Co.</td> <td>22667</td> </tr> <tr> <td>INSURER C : Gerling America Insurance Company</td> <td>41343</td> </tr> <tr> <td>INSURER D : Factory Mutual Insurance Company</td> <td>21482</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Gemini Insurance Company		INSURER B : ACE American Insurance Co.	22667	INSURER C : Gerling America Insurance Company	41343	INSURER D : Factory Mutual Insurance Company	21482	INSURER E :		INSURER F :	
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**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL1101812	12/31/2012	12/31/2013	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
	<input checked="" type="checkbox"/> Products Liability						PERSONAL & ADV INJURY	\$
	<input checked="" type="checkbox"/> \$500,000 Deductible						GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
B	AUTOMOBILE LIABILITY			ISA H08712876	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS				\$			
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUD1067105	1/1/2013	1/1/2014	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C47127506	12/31/2012	12/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Property			LS078	12/31/2012	12/31/2013	Per Occ Loss Limit	\$1,000,000,000
B	General Liability			HDO G27014756	12/31/2012	12/31/2013	\$5,000,000 Ea Occ Per Loc	\$10,000,000 Gen. Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Primary Auto Liability Policy is for All Other States (AOS). State Specific Auto Liability Policy is for Canada # CAC425878. Property Policy has "Special Causes of Loss" Coverage.

<b>CERTIFICATE HOLDER</b>  <b>EVIDENCE OF INSURANCE</b> -	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

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## BID NOTIFICATION

To: B. Braun Medical Inc.  
Attn: Bids Department  
824 Twelfth Avenue  
Bethlehem, PA 18018

From: Welch Community Hospital  
454 McDowell Street  
Welch, WV 24801

Attn. Dianne Maholick

Bid Number/Name: Request For Quote WEH13020  
Due Date: January 24, 2013 – Bid Opening Time 1:30 PM

**Please complete and return the following pertinent information. For your convenience, this can be faxed to the Bids Department at (610) 997-4102.**

Entire Bid Accepted       Partial Bid Accepted

Bid Rejected and Awarded to \_\_\_\_\_

For partial awards, please specify Catalog and/or Item Numbers awarded:  
(use an attachment if additional space is required)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Estimated dollar amount of items bid: \_\_\_\_\_

\* Previous Supplier:

B. Braun Medical Inc.       Other (Specify): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Contract No. if different from Bid No. \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

**\* Please supply this information regardless of outcome of bid.**