

03/23/15 10:20:31 WV Purchasina Division

### Siemens Healthcare

Mildred Mitchell Bateman Charleston, WV

March 24, 2015 Request for Proposal #MMB1500000003

Presented By: Tom Cortolillo Diagnostic Sales Consultant 412-639-6567 TCortolillo@labsco.com



SIEMENS



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Should Siemens be selected vendor of choice, this response will be subject to the development of a mutually acceptable agreement by post-award negotiations. Siemens positive responses to feature/function questions may be included in the final agreement on which the parties agree. Any changes or corrections will be submitted to your institution in writing prior to completion of the final mutually acceptable agreement.

The terms in this response shall expire on the one-hundred eightieth (180th) day after receipt unless otherwise stipulated in the RFP or agreed in writing, except that the confidentiality requirement stated above shall survive indefinitely.

Notice: Compliance with legal and internal regulations is an integral part of all business processes at Siemens. Possible infringements can be reported to our Help Desk "Tell us" at www.siemens.com/tell-us.

Siemens' response to this RFP will describe in detail products submitted for bid consideration and that Siemens may also attach brochures and data sheets with a more general description of this and other Siemens offerings. Siemens brochures and data sheets are written for a global audience, and may contain reference to products and/or features that are not cleared or approved for marketing in the United States, and are identified as such in said brochures and data sheets. Such items in a brochure or data sheet should not be considered in determining the merits of Siemens' response.



March 20, 2015

Greg Clay
Mildred Mitchell Bateman
2019 Washington Street, East
Charleston, WV 25305

#### Dear Greg:

Thank you for the opportunity to participate in this Chemistray Analyzer RFP. In this proposal, we introduce our portfolio of performance-driven systems, unmatched menu offerings, service and support--all designed to streamline workflow, enhance operational efficiency and support improved patient care. Siemens Healthcare proposes Dimension® EXLTM 200 to Mildred Mitchell Bateman> to meet your laboratory needs.

Siemens is presently the only company bringing together medical imaging and therapy, laboratory diagnostics, and healthcare IT under one integrated technology portfolio. This strategy aims to increase efficiency and quality for patients across the entire continuum of care, from early detection and prevention to diagnosis, therapy, and ongoing care. This differentiates Siemens Healthcare and provides unique benefits to our customers. Integration delivers economic benefits by helping to improve speed and accuracy, ultimately contributing to higher quality and reduced cost.

We are investing in products and solutions that enable customers to become more energy efficient, environmentally friendly, and competitive. When you partner with us, know that we are committed to the people in the communities in which we operate and serve.

Siemens Healthcare Diagnostics is committed to our "customer-first" culture, which is at the heart of everything we do. Siemens provides customers with online, onsite, and **24/7** over-the-phone technical expertise and guidance, helping to keep labs operating at peak efficiency. We also offer unparalleled educational and training opportunities, including our Personalized Education Plan (PEP), allowing your staff to train at their convenience.

We look forward to providing you with additional information about our company, and you can also find more information on our website at www.siemens.com/diagnostics. I can be reached at 412-639-6567 to answer any questions you may have about our solutions or this bid. Together, we can take diagnostics to the next level.

We are submitting in hardcopy because we attempted to upload the information to the wvOasis site, but were unable to save on multiple attempts and the help desk was not able to solve our problem

Thank You,

Tom Cortolillo
Diagnostic Sales Consultant
412-639-6567

### SIEMENS

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#### **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of Mildred Mitchell-Bateman Hospital to establish an open-end contract for one new chemistry analyzer and reagents. All equipment, maintenance, parts for repair of equipment on this contract must be provided at no cost for entire term of contract.
- 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 3.1 below and on the Pricing Pages.
  - 2.2 "Pricing Pages"means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto and used to evaluate the Solicitation responses.
  - 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

#### 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 Must provide Dimension RxL Max Integrated Chemistry
    System or equal
    Siemens is proposing the Dimension<sup>®</sup> EXL ™ 200 Integrated
    Chemistry System.

### Dimension<sup>®</sup> EXL<sup>™</sup> 200 Integrated Chemistry Systems

The Dimension® EXL™ 200 is a proven, best in class integrated system on a single platform - integrating homogeneous LOCI° and heterogeneous Immunoassays onboard with other chemistries, making them ideal platforms for low, mid-volume and rapid-response laboratories.



Dimension<sup>®</sup> EXL™ 200 Integrated Chemistry System

The Dimension® EXL™ Integrated Chemistry systems are discrete, random-access, microprocessor-controlled, integrated instruments.

The systems use the Siemens Healthcare Diagnostics Flex® multiple-test reagent cartridges, disposable reaction cuvettes, Integrated Multisensor Technology (IMT) with the Siemens QuikLYTE® integrated multisensor to provide rapid, accurate, and precise test results. The systems also use the heterogeneous immunoassay (HM) module for processing chromium-based heterogeneous immunoassays, and the LOCI® module for high-sensitivity homogeneous immunoassays in both sandwich and competitive reaction formats.

The Dimension system provides the following key advantages to help you reduce costs and improve patient care.

### **Proven Technologies with Results You Can Trust**

- LOCI® advanced chemiluminescence
- Heterogeneous Module
- Photometry
- QuikLYTE<sup>®</sup> IMT
- User-defined serum index (HIL) testing

#### **Unprecedented Turnaround and Sensitivity with LOCI Technology**

- Homogeneous chemiluminescent technology
- Fast and accurate
- Excellent precision
- High sensitivity
- Short reaction times, no washing or separation steps
- Excellent STAT testing capability
- Low sample volume required

#### Simplified Workflow with Simultaneous Processing on One Integrated

#### Platform

- Integration of chemistry and immunoassay with a comprehensive menu
- One sample area
- Common reagent area
- Common reagent packaging
- · Process any test, any time, any shift
- Plasma qualified assays
- Fully automated onboard pretreatment (when required)

#### **Enhanced Productivity with True Walk Away Operation**

- Automated calibration and control procedures
- Infrequent calibration
- Paperless, electronic data storage
- Proactive STAT, sample, supply, QC and calibration alerts
- No manual reagent preparation
- No manual sample pretreatment
- No limit or dedicated STAT positions required
- 3.1.1.1 Must provide all equipment, maintenance, parts for repair of equipment on this contract at no cost for entire term of this contract.

Please see Pricing Exhibit.

3.1.1.2 Must be able to sample from tubes maximum of 16mm diameter.

Siemens Agrees

#### Acceptable Sample container types:

- 13mm X 75 mm tubes
- 13mm X 100 mm tubes
- 16mm X 100 mm tubes

The Dimension® EXL™ System can process all standard sizes of tubes including unstoppered 5, 7, and 10 mL tubes. The system also can accommodate sample cups (with lids), and small sample containers (SSCs)

3.1.1.3 Must have Positive Identification for samples and reagents.

Siemens Agrees

With inner and outer bar code readers, the system can quickly assess samples and provide positive sample identification in all positions.

Bar code symbologies read by system include: Code 39 (with and without Check Digits), Code 128, Interleaved 2 of 5 (with and without Check Digits), and Codabar USS.

Reagents are read by a separate bar code reader when loaded on the system. The Flex<sup>®</sup> reagent cartridge bar code label supplies the following information:

- Method name abbreviation
- Lot Number
- Sequence Number
- 3.1.1.4 Must have off line tests capabilities.

Yes. Samples can be processed using the manual order entry screen if the LIS system is down.

The user will need to provide the sample ID, enter the test requirements and submit the order. The Dimension® system will process the tests and hold the results. When LIS connections are restored the user selects the results to retransmit to the LIS.

- The Dimension® System can store 500 samples or 5000 tests in a rolling log. The data can also be downloaded to Siemens Approved USB drive and can be accessed using Excel on any PC. Data is stored in a first in first out basis.
- QC data is automatically accumulated in the Dimension® QC program. The operator can run up to 5 levels per method with storage of at least 100,800 QC results, allocating up to 540 points for each method. This means that depending on how many levels of QC that are run for a method, the instrument can store from 108 to 270 days of results. QC data is automatically deleted on a first in first out basis when the above limit is reached.

These results will be automatically sent to the LIS when it is brought back up.

#### 3.1.1.5 Must have Quality Control management system.

Dimension® EXL™ with LM features the QCC PowerPak™ Efficiency Package, which contains software that enables labs to perform a variety of functions from a single software source, increasing operational efficiency

- Managing QC exceptions QCC PowerPak allows the operator to match a patient result with the reagent lot number with QC lot
- Automates QC procedures
  - Configure QC Alerts
  - Groups QC Alert Function associates methods to QC Products to simplify rerun
  - Ability to barcode QC samples for daily QC run, streamlining QC setup
  - Ability to store up to 50 QC Panels.

- Define Cal Product Auto entry of calibration and control information by barcode eliminates manual processes and possible transcription errors
- Calibration Alert Streamlines processing by grouping calibration and QC alerts
- Calibration auto-acceptance of calibration runs

All data from the system can be stored on a compact storage device and/or be outputted as an Excel spreadsheet, providing flexibility over data format and storage

Please refer to Exhibit 1 QCC PowerPak Brochure for additional details.

3.1.1.6 Must have random access to the coordinates and data of the chemistry analyzer for ease of accessibility.

All data screens can be accessed at any time: including calibration, QC, and patient data.

- 3.1.1.7 Must have computer system and software.
  - 3.1.1.7.1 Must have ability to connect to a LAN (Local Area Network) and use one computer interface to the facilities VISTA System.

Dimension® EXL™ directly interfaces to customer LIS/LAN. No middleware computer is necessary. Interface can be accessed and configured through the Dimension® EXL™ onboard computer.

- 3.1.1.7.2 Interface cost must be included in cost per test.
  Siemens agrees.
- 3.1.1.7.3 Must have bi-directional interface with ASTM (American Society for Testing and Materials) or ASCH (Asynchronous) file format.

ASTM is the standard format. Bi-Directional query is the recommended set-up.

3.1.1.7.4 User Interface must be Windows 2000 (or newer) operating system.

The Dimension® EXL™ Operating System is a custom Debian 4.0 with a real-time Linux kernel.

The monitor supplied with the Dimension<sup>®</sup> EXL™ System has an adjustable touchscreen monitor with visual/audio alerts.

A handheld barcode reader is available on all Dimension ExL instruments. The handheld barcode reader will allow the customer to input calibration product information into the instrument.

3.1.1.7.5 Once all the results have been validated by the system, the final results must have capability of being exported to VISTA.

Once complete, sample results automatically upload to DI then to the VISTA LIS w/o operator intervention. Exports can also be done as described below.

3.1.1.7.6 Vendor must be willing to assist in transition process to VISTA.

Siemens Agrees

(The customer has to perform the changes in VISTA LIS and DI, we can help support them with configurations and testing in the EXL software.)

- 3.1.2 Albumin (ALB), unit number DF13,480 test per unit or equal
  - 3.1.2.1 Test menu must include the reagents under Section 3.

Siemens agrees.

3.1.2.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.2.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.2.3 Test kit must have minimum shelflife of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.2.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.2.5 Must have long calibration intervals.

Albumin has a 90 days calibration frequency.

3.1.2.6 Must be able to perform the test included in the test menu. Siemens agrees.

3.1.2.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

- 3.1.2.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.3 Urea Nitrogen (BUN), unit number DF21, 480 test per unit or equal
  - 3.1.3.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.3.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.3.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.3.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.3.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

- 3.13.5 Must have long calibration intervals.
  - Urea Nitrogen (BUN) has a 30 days calibration frequency.
- 3.1.3.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.3.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

- 3.1.3.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.4 Calcium (CA), unit number DF23A, 480 test per unit or equal
  - 3.1.4.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.14.11 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.4.2 Must have lot and expiration management for reagents. Siemens agrees.

3.1.4.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.4.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.4.5 Must have long calibration intervals.

Calcium (CA) has a 90 days calibration frequency.

- 3.1.4.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.4.7 Reagents must be bar coded.
  Yes. All Flex® reagent cartridges are bar-coded.
- 3.1.4.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.5 Cholesterol (CHOL)), unit number DF27, 480 test per unit or equal
  - 3.1.5.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.5.1.1 Must be compatible with free chemistry analyzer provided.
  - 3.1.52 Must have lot and expiration management for reagents. Siemens agrees.
  - 3.1.5.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.5.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.5.5 Must have long calibration intervals.

Cholesterol (CHOL) has a 90 days calibration frequency.

3.1.5.6 Must be able to perform the test included in the test menu. Siemens agrees.

3.1.5.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

3.1.5.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

- 3.1.6 Creatinine (CREA), unit number DF33A, 480 test per unit or equal
  - 3.1.6.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.6.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.6.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.6.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.6.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.6.5 Must have long calibration intervals.

Creatinine (CREA) has a 90 days calibration frequency.

- 3.1.6.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.6.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

- 3.168 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.7 Enyymatic C02 (EC02), item number DF137, 360 test per unit or equal
  - 3.1.7.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.7.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.7.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.7.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

- 3.1.7.4 Must have long onboard reagent stability.
  - Flex® reagent cartridges have an unopened on board stability of 30 days.
- 3.1.7.5 Must have long calibration intervals.
  - Enzymatic CO2 (ECO2) has a 90 days calibration frequency.
- 3.1.7.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.7.7 Reagents must be bar coded.
  - Yes. All Flex® reagent cartridges are bar-coded.
- 3.1.7.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.8 Glucose (GLU), item number DF40, 960 test per unit or equal
  - 3.1.8.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.8.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.8.2 Must have lot and expiration management for reagents.

Siemens agrees.

3.1.8.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.8.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.8.5 Must have long calibration intervals.

Glucose (GLU) has a 90 days calibration frequency.

- 3.1.8.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.8.7 Reagents must be bar coded.
  Yes. All Flex® reagent cartridges are bar-coded.
- 3.1.8.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.9 Phosphorus (PHOS), item number DF61,480 test per unit or equal
  - 3.1.9.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.19.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.92 Must have lot and expiration management for reagents. Siemens agrees.
- 3.193 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.9.4 Must have long onboard reagent stability.

#### REQUEST FOR QUOTATION

CRFQ MMB 1500000003 Chemistry Analyzer and Reagents

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.9.5 Must have long calibration intervals.

Phosphorus (PHOS) has a 90 days calibration frequency.

3.1.9.6 Must be able to perform the test included in the test menu. Siemens agrees.

3.1.9.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

3.19.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

- 3.1.10 Total Bilirubin (TBIL), item number DF67A, 480 test per unit or equal
  - 3.1.10.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.10.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.10.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.10.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.10.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.10.5 Must have long calibration intervals.

Total Bilirubin (TBIL) has a 90 days calibration frequency.

- 3.1.10.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.10.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

3.1.10.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

3.1.11 Total Protein (TPROT), item number DF73,480 test per unit or equal

3.1.11.1, Testmenu must include the reagents under Section 3.

Siemens agrees.

3.1.11.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.11.2 Must have lot and expiration management for reagents. Siemens agrees.

3.1.11.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.11.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.11.5 Must have long calibration intervals.

Total Protein (TPROT) has a 90 days calibration frequency...

- 3.1.11.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.11.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

3.1.11.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

- 3.1.12 UricAcid (URCA), item number DF77, 480 test per unit or equal
  - 3.1.12.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.12.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.12.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.12.3 Test kit must have minimum shelf life of six (6) months beyond

date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.12.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.12.5 Must have long calibration intervals.

Uric Acid (URCA) has a 90 days calibration frequency.

- 3.1.12.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.12.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

- 3.1.12.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.13 Alkaline Phosphate (ALP), item number DF15A, 360 test per unit or equal
  - 3.1.13.1 Test menu must include the reagents under Section 3.

Siemens agrees.

3.1.13.1.lMust be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.13.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.13.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.13.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.13.5 Must have long calibration intervals.

Alkaline Phosphate (ALP) has a 90 days calibration frequency.

3.1.13.6 Must be able to perform the test inCiuded in the test menu. Siemens agrees.

3.1.13.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

3.1.13.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

- 3.1.14 Creatinine Kinase (CK), item number DF29A, 480 test per unit or equal
  - 3.1.14.1 Test menu must include the reagents under Section 3.
    - Siemens agrees.

3.1.14.1.lMust be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.14.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.14.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.14.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.14.5 Must have long calibration intervals.

Creatinine Kinase (CK) has a 90 days calibration frequency.

- 3.1.14.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.14.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

3.1.14.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

3.1.15 Direct Bilirubin (DBIL), item number DF25A, 320 test per unit or Revised 10/27/2014

#### equal

3.1.15.1 Test menu must include the reagents under Section 3.

Siemens agrees.

3.1.15.1.1Must be compatible with free chemistry analyzer provided. Siemens agrees.

3.1.15.2 Must have lot and expiration management for reagents.

Siemens agrees.

3.1.15.3 Test kit must have minimum shelflife of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.15.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.15.5 Must have long calibration intervals.

Direct Bilirubin (DBI - DF125) has a 90 days calibration frequency.

3.1.15.6 Must be able to perform the test included in the test menu. Siemens agrees.

3.1.15.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

3.1.15.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

3.1.16 Gamma Glutanyl Transferase (GGT), item number DF45A, 288 test per unit or equal

3.1.16.1 Test menu must include the reagents under Section 3.

Siemens agrees.

3.1.16.1.1Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.16.2 Must have lot and expiration management for reagents.

Siemens agrees.

3.1.16.3 Test kit must have minimum shelf life of six (6) months beyond

date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.16.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.16.5 Must have long calibration intervals.

Gamma Glutanyl Transferase (GGT) has a 90 days calibration frequency.

- 3.1.16.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.16.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

- 3.1.16.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.17 Aspartate Aminotransferase (AST), item number DF41A, 360 test per unit or equal
  - 3.1.17.1 Test menu must include the reagents under Section 3.

Siemens agrees.

- 3.1.17.1.1 Must be compatible with free chemistry analyzer provided. Siemens agrees.
- 3.1.17.2 Must have lot and expiration management for reagents.

Siemens agrees.

3.1.17.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.17.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.17.5 Must have long calibration intervals.

Aspartate Aminotransferase (AST) has a 90 days calibration frequency.

3.1.17.6 Must be able to perform the test included in the test menu. Siemens agrees.

3.1.17.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

3.1.17.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

- 3.1.18 Alanine Aminotransferase (ALT), item number DF43A, 240 test per unit or equal
  - 3.1.18.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.18.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.18.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.18.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.18.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.18.5 Must have long calibration intervals.

Alanine Aminotransferase (ALT) has a 90 days calibration frequency.

- 3.1.18.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.18.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

3.1.18.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

- 3.1.19 Lactic Dehydrogenase (LDH), item number DFS3A, 480 test per unit or equal
  - 3.1.19.1 Test menu must include the reagents under Section 3.

Siemens agrees.

3.1.19.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.19.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.19.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

- 3.1.19.4 Must have long onboard reagent stability.
  - Flex® reagent cartridges have an unopened on board stability of 30 days.
- 3.1.19.5 Must have long calibration intervals.
  - Lactic Dehydrogenase (LDI DF54) has a 90 days calibration frequency.
- 3.1.19.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.19.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

- 3.1.19.8 Must have fixed price for reagents for the term of contract.
  - Please see Pricing Exhibit.
- 3.1.20 Triglyceride (TGL), item number DF69A, 480 test per unit or equal
  - 3.1.20.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.20.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.20.2 Must have lot and expiration management for reagents.

Siemens agrees.

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3.1.20.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.20.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.20.5 Must have long calibration intervals.

Triglyceride (TGL) has a 90 days calibration frequency..

- 3.1.20.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.20.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

3.1.20.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

- 3.1.21 Ammonia (AMON), item number DF 19, 120 test per unit or equal
  - 3.1.21.1 Test menu must include the reagents under Section 3.

Siemens agrees.

3.1.21.1.1Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.21.2 Must have lot and expiration management for reagents.

Siemens agrees.

3.1.21.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.21.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.21.5 Must have long calibration intervals.

Ammonia (AMON) DF19, 128 tests per unit has a 90 days calibration frequency.

- 3.1.21.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.21.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

- 3.1.21.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.122 Amylase (AMY), item number DF17A, 240 test per unit or equal
  - 3.1.22.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.22.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.22.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.22.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.22.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.22.5 Must have long calibration intervals.

Amylase (AMY) has a 90 days calibration frequency...

- 3.1.22.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.22.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

3.1.22.8 Must have fixed price for reagents for the term of contract. Please see Pricing Exhibit.

- 3.1.23 Iron (IRN), item number DF49A, 240 test per unit or equal
  - 3.1.23.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.23.1.1Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.23.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.23.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

- 3.1.23.4 Must have long onboard reagent stability.
  - Flex® reagent cartridges have an unopened on board stability of 30 days.
- 3.1.23.5 Must have long calibration intervals.

  Iron (IRN) has a 90 days calibration frequency.
- 3.1.23.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.23.7 Reagents must be bar coded.

  Yes. All Flex® reagent cartridges are bar-coded.
- 3.1.23.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.124 Lipase (LIP), item number DF55A, 120 test per unit or equal
  - 3.1.24.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.24.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.24.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.24.3 Test kit must have minimum shelflife of six (6) months beyond

date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.24.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

- 3.1.24.5 Mus have long calibration intervals.

  Lipase (LIP) has a 45 days calibration frequency.
- 3.1.24.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.24.7 Reagents must be bar coded.
  Yes. All Flex<sup>®</sup> reagent cartridges are bar-coded.
- 3.1.24.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.25 Magnesium (MG), item number DF57, 120 test per unit or equal
  - 3.1.25.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.25.1.1Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.25.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.25.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.25.4 Must have long onboard reagent stability

Flex® reagent cartridges have an unopened on board stability of 30 days.

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- 3.1.25.5 Must have long calibration intervals.Magnesium (MG) has a 90 days calibration frequency.
- 3.1.25.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.25.7 Reagents must be bar coded.
  Yes. All Flex® reagent cartridges are bar-coded.
- 3.125 SMust have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.26 Carbamazepine (CRBM), item number DF87, 80 test per unit or equal
  - 3.1.26.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.126.1.1 Must be compatible with free chemistry analyzer provided. Siemens agrees.
  - 3.1.26.2 Must have lot and expiration management for reagents. Siemens agrees.
  - 3.1.26.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

- 3.1.26.4 Must have long onboard reagent stability.
  - Flex® reagent cartridges have an unopened on board stability of 30 days.
- 3.1.26.5 Must have long calibration intervals.
  - Carbamazepine (CRBM) has a 30 days calibration frequency.
- 3.1.26.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.26.7 Reagents must be bar coded.
  Yes. All Flex<sup>®</sup> reagent cartridges are bar-coded.
- 3.1.26.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.27 Phenobarbital (PHNO), item number DF60, 80 test per unit or equal

3.1.27.1 Test menu must include the reagents under Section 3. Siemens agrees.

3.1.27.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.27.2 Must have lot and expiration management for reagents. Siemens agrees.

3.1.27.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.27.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.27.5 Must have long calibration intervals.Phenobarbital (PHNO) has a 30 days calibration frequency.

- 3.1.27.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.27.7 Reagents must be bar coded.
  Yes. All Flex® reagent cartridges are bar-coded.
- 3.1.27.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.28 Phenytoin (YfN), item number DF64, 112 test per unit or equal
  - 3.1.28.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.28.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.28.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.28.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days

shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.28.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.28.5 Must have long calibration intervals.

Phenytoin (PTN) has a 30 days calibration frequency.

- 3.1.28.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.28.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

- 3.1.28.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.29 Valproic Acid (VALP), item number DF78, 80 test per unit or equal
  - 3.1.29.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.29.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.29.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.29.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.29.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.29.5 Must have long calibration intervals.

Valproic Acid (VALP) has a 30 days calibration frequency.

3.1.29.6 Must be able to perform the test included in the test menu.

Siemens agrees.

3.1.29.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

- 3.1.29.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.30 Total Prostate Specific Antigen (TPSA), item number RF451, 120 test per unit or equal
  - 3.1.30.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.30.1.1 Must be compatible with free chemistry analyzer

Siemens agrees.

provided.

- 3.1.30.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.30.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

- 3.1.30.4 Must have long onboard reagent stability.

  Flex® reagent cartridges have an unopened on board stability
- of 30 days.

  3.1.30.5 Must have long calibration intervals.

Total Prostate Specific Antigen (TPSA) has a 90 days calibration frequency.

- 3.1.30.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.30.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

- 3.1.30.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.31 HDL Cholesterol Automated (AHDL), item number DF48A, 240 test per unit or equal
  - 3.1.31.1 Test menu must include the reagents under Section 3.

Siemens agrees.

3.1.31.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.31.2 Must have lot and expiration management for reagents.

Siemens agrees.

3.1.31.3 Test kit must have minimum shelflife of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.31.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.31.5 Must have long calibration intervals.

HDL Cholesterol Automated (AHDL DF48B) has a 90 days calibration frequency..

- 3.1.31.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.31.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

3.1.31.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

- 3.1.32 Iron Binding (IBCT), item number DF84, 240 test per unit or equal
  - 3.1.32.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.32.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.32.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.32.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and

calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.32.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.32.5 Must have long calibration intervals.

Iron Binding (IBCT) has a 90 days calibration frequency.

- 3.1.32.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.32.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

- 3.1.32.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.33 Ammonia (AMON) Calibrator, item number DC25, 1 set/3 levels per unit or equal
  - 3.1.33.1 Test menu must include the reagents under Section 3.

Siemens agrees.

3.1.33.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.33.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.33.3 Test kit must have minimum shelflife of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.33.4 Must have long onboard reagent stability.

Calibrators are not stored on the Dimension® EXL™ System.

Ammonia (AMON) Calibrator: Open vial stability - Use immediately

Flex® reagent cartridges have an unopened on board stability of 30 days.

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3.1.33.5 Must have long calibration intervals.

Ammonia (AMON - DF19) has a 90 days calibration frequency.

3.1.33.6 Must be able to perform the test included in the test menu. Siemens agrees.

3.1.33.7 Reagents must be bar coded.

Dimension® calibrators are not bar coded but a 2D barcode with the calibrator information is located on the IFU. The QCC® PowerPak handheld barcode reader can be used to automatically enter calibrator products, lot numbers, expiration dates, methods and calibrator bottle values. This automated feature saves tech time and prevents transcription errors.

All Flex® reagent cartridges are bar-coded.

3.1.33.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

- 3.1.34 CHEMICalibrator, item number DC18A, 1 set13 levels per unit or equal
  - 3.1.34.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.34.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.34.2 Must have lot and expiration management for reagents. Siemens agrees.

3.1.34.3 Test kit must have minimum shelflife of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.34.4 Must have long onboard reagent stability.

Calibrators are not stored on the Dimension<sup>®</sup> EXL™ System.

CHEM I Calibrator: Open vial stability - 24 hours @ 2-8°C.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.34.5 Must have long calibration intervals.

CHEM I Calibrator supports the following assays.

Assays	Calibration frequency.
BUN	30 days
CA	90 days
CREA	90 days
EZCR	90 days
GLU	90 days
GLUC	90 days
LA	90 days
URCA	90 days

3.1.34.6 Must be able to perform the test included in the test menu. Siemens agrees.

3.1.34.7 Reagents must be bar coded.

Dimension® calibrators are not bar coded but a 2D barcode with the calibrator information is located on the IFU. The QCC® PowerPak handheld barcode reader can be used to automatically enter calibrator products, lot numbers, expiration dates, methods and calibrator bottle values. This automated feature saves tech time and prevents transcription errors.

All Flex® reagent cartridges are bar-coded.

- 3.1.34.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.35 CHEM II Calibrator, item number DC20, 1 set/3 levels per unit or equal
  - 3.1.35.1 Test menu must include the reagents under Section 3.

Siemens agrees.

3.1.35.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.35.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.35.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.35.4 Must have long onboard reagent stability.

Calibrators are not stored on the Dimension® EXL™ System.

CHEM II Calibrator: Open vial stability - Use immediately.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.35.5 Must have long calibration intervals.

CHEM II Calibrator supports the following assays

Assay	Calibration frequency.
MG	90 days
PHOS	90 days
TGL	90 days

3.1.35.6 Must be able to perform the test included in the test menu. Siemens agrees.

3.1.35.7 Reagents must be bar coded.

Dimension® calibrators are not bar coded but a 2D barcode with the calibrator information is located on the IFU. The QCC® PowerPak handheld barcode reader can be used to automatically enter calibrator products, lot numbers, expiration dates, methods and calibrator bottle values. This automated feature saves tech time and prevents transcription errors.

All Flex® reagent cartridges are bar-coded.

- 3.1.35.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.36 Cholesterol (CHOL) Calibrator, item number DC 16, 1 set/3 levels per unit or equal
  - 3.1.36.1 Test menu must include the reagents under Section 3.

Siemens agrees.

3.1.36.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.36.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.36.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify

the shelf life of products currently shipping.

3.1.36.4 Must have long onboard reagent stability.

Calibrators are not stored on the Dimension<sup>®</sup> EXL™ System. Cholesterol Calibrator: Open vial stability - 24 hours @ 2-8°C Flex<sup>®</sup> reagent cartridges have an unopened on board stability of 30 days.

3.1.36.5 Must have long calibration intervals.
Cholesterol (CHOL) has a 90 days calibration frequency.

- 3.1.36.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.36.7 Reagents must be bar coded.

Dimension® calibrators are not bar coded but a 2D barcode with the calibrator information is located on the IFU. The QCC® PowerPak handheld barcode reader can be used to automatically enter calibrator products, lot numbers, expiration dates, methods and calibrator bottle values. This automated feature saves tech time and prevents transcription errors.

All Flex® reagent cartridges are bar-coded.

- 3.1.36.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.37 Creatinine Kinase (CK) Verifier, item number DC26, 1set/3 levels per unit or equal
  - 3.1.37.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.37.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.37.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.37.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.37.4 Must have long onboard reagent stability.

Calibrators are not stored on the Dimension® EXL™ System.

Creatinine Kinase (CK) Verifier: Open vial stability - 8 hours @ 2-8°C

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.37.5 Must have long calibration intervals.

CKI/Creatine Kinase has a 90 days calibration frequency.

- 3.1.37.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.37.7 Reagents must be bar coded.

Dimension® calibrators are not bar coded but a 2D barcode with the calibrator information is located on the IFU. The QCC® PowerPak handheld barcode reader can be used to automatically enter calibrator products, lot numbers, expiration dates, methods and calibrator bottle values. This automated feature saves tech time and prevents transcription errors.

All Flex® reagent cartridges are bar-coded.

- 3.1.37.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.38 Enzymatic C02 (EC02) Calibrator, item number DC137, 1 set/3 levels per unit or equal
  - 3.1.38.1 Test menu must include the reagents under Section 3.

Siemens agrees.

3.1.38.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.38.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.38.3 Test kit must have minimum shelflife of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.38.4 Must have long onboard reagent stability.

Calibrators are not stored on the Dimension<sup>®</sup> EXL™ System.

Enzymatic CO2 Calibrator: Open vial stability - Use

**Immediately** 

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.38.5 Must have long calibration intervals.

Enzymatic CO2 has a 90 days calibration frequency.

- 3.1.38.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.38.7 Reagents must be bar coded.

Dimension® calibrators are not bar coded but a 2D barcode with the calibrator information is located on the IFU. The QCC® PowerPak handheld barcode reader can be used to automatically enter calibrator products, lot numbers, expiration dates, methods and calibrator bottle values. This automated feature saves tech time and prevents transcription errors.

All Flex® reagent cartridges are bar-coded.

- 3.1.38.8 Must have fixed price for reagents for the term of contract. Please see Pricing Exhibit.
- 3.1.39 Iron (IRN)/Total Iron Binding Capacity (TIBC) Calibrator, item number DC21, 1set/3 levels per unit or equal
  - 3.1.39.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.139.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.39.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.39.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.39.4 Must have long onboard reagent stability.

Calibrators are not stored on the Dimension® EXL™ System.

IRN Calibrator (DC21): Open vial stability - Use Immediately

IBCT Calibrator (DC84): Open vial stability - 30 days @ 2-8°C

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Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.39.5 Must have long calibration intervals.

Iron (IRN)/Total Iron Binding Capacity (TIBC) has a 90 days calibration frequency.

3.1.39.6 Must be able to perform the test included in the test menu. Siemens agrees.

3.1.39.7 Reagents must be bar coded.

Dimension<sup>®</sup> calibrators are not bar coded but a 2D barcode with the calibrator information is located on the IFU. The QCC<sup>®</sup> PowerPak handheld barcode reader can be used to automatically enter calibrator products, lot numbers, expiration dates, methods and calibrator bottle values. This automated feature saves tech time and prevents transcription errors.

All Flex® reagent cartridges are bar-coded.

3.1.39.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

- 3.1.40 Lipase (LIP) Verifier, item number DC 15A, 1 set/3 levels per unit or equal
  - 3.1.40.1 Test menu must include the reagents under Section 3.

Siemens agrees.

3.1.40.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.40.2 Must have lot and expiration management for reagents.

Siemens agrees.

3.1.40.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.40.4 Must have long onboard reagent stability.

Calibrators are not stored on the Dimension® EXL™ System.

Lipase (LIP) Verifier: Open vial stability - 24 hours @ 2-8°C

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.40.5 Must have long calibration intervals.

Lipase has a 45 days calibration frequency.

3.1.40.6 Must be able to perform the test included in the test menu. Siemens agrees.

3.1.40.7 Reagents must be bar coded.

Dimension® calibrators are not bar coded but a 2D barcode with the calibrator information is located on the IFU. The QCC® PowerPak handheld barcode reader can be used to automatically enter calibrator products, lot numbers, expiration dates, methods and calibrator bottle values. This automated feature saves tech time and prevents transcription errors.

All Flex® reagent cartridges are bar-coded.

3.1.40.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

- 3.1.41 Total Bilirubin (TBIL)/Direct Bilirubin (DBIL), item number DC 17, 1 set/3 levels per unit or equal
  - 3.1.41.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.41.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.41.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.41.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.t cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping

3.1.41.4 Must have long onboard reagent stability.

Calibrators are not stored on the Dimension® EXL™ System.

TBI/DBI Calibrator (DC167): Open vial stability - 24 hours @ 2-8°C

Flex® reagent cartridges have an unopened on board stability

of 30 days.

3.1.41.5 Must have long calibration intervals.

TBI/DBI has a 90 days calibration frequency.

3.1.41.6 Must be able to perform the test included in the test menu. Siemens agrees.

3.1.41.7 Reagents must be bar coded.

Dimension® calibrators are not bar coded but a 2D barcode with the calibrator information is located on the IFU. The QCC® PowerPak handheld barcode reader can be used to automatically enter calibrator products, lot numbers, expiration dates, methods and calibrator bottle values. This automated feature saves tech time and prevents transcription errors.

All Flex® reagent cartridges are barcoded

3.1.41.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

- 3.1.42 Total Protein (TP)/Albumin (ALB) Calibrator, item number is DC31, 1set/3 levels per unit or equal
  - 3.1.42.1 Test menu must include the reagents under Section 3.

Siemens agrees.

3.1.42.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.42.2 Must have lot and expiration management for reagents.

Siemens agrees.

3.1.42.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.42.4 Must have long onboard reagent stability.

Calibrators are not stored on the Dimension® EXL™ System.

Total Protein (TP)/Albumin (ALB) Calibrator: Open vial stability - 8 hours @ 2-8°C

Flex® reagent cartridges have an unopened on board stability

of 30 days

3.1.42.5 Must have long calibration intervals.

Total Protein (TP)/Albumin (ALB) has a 90 days calibration frequency.

3.1.42.6 Must be able to perform the test included in the test menu. Siemens agrees.

3.1.42.7 Reagents must be bar coded.

Dimension® calibrators are not bar coded but a 2D barcode with the calibrator information is located on the IFU. The QCC® PowerPak handheld barcode reader can be used to automatically enter calibrator products, lot numbers, expiration dates, methods and calibrator bottle values. This automated feature saves tech time and prevents transcription errors.

All Flex® reagent cartridges are barcoded

3.1.42.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

- 3.1.43 Total/Free Prostate Specific Antigen (T/FPSA) Calibrator, item number RC452, 1set/3 levels per unit or equal
  - 3.1.43.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.43.1.1 Must be compatible with free chemist:Iy analyzer provided.

Siemens Agrees

3.1.43.2 Must have lot and expiration management for reagents.

Siemens Agrees

3.1.43.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.43.4 Must have long onboard reagent stability.

Calibrators are not stored on the Dimension<sup>®</sup> EXL™ System.

T/F PSA Calibrator: Open vial stability - 30 days @ 2-8°C

Flex® reagent cartridges have an unopened on board stability of 30 days

3.1.43.5 Must have long calibration intervals.

T/F PSA has a 90 days calibration frequency.

3.1.43.6 Must be able to perform the test included in the test menu. Siemens agrees.

3.1.43.7 Reagents must be bar coded.

Dimension® calibrators are not bar coded but a 2D barcode with the calibrator information is located on the IFU. The QCC® PowerPak handheld barcode reader can be used to automatically enter calibrator products, lot numbers, expiration dates, methods and calibrator bottle values. This automated feature saves tech time and prevents transcription errors.

All Flex® reagent cartridges are barcoded

- 3.1.43.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.44 Cuvette Cartridge, item number D828, 12,000 test per unit or equal
  - 3.1.44.1 Test menu must include the reagents under Section 3. Not applicable.
    - 3.1.44.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.44.2 Must have lot and expiration management for reagents. Not applicable.
- 3.1.44.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.44.4 Must have long onboard reagent stability.

Not applicable.

3.1.44.5 Must have long calibration intervals.

Not applicable.

3.1.44.6 Must be able to perform the test included in the test menu. Not applicable.

3.1.44.7 Reagents must be bar coded.

Not applicable.

3.1.44.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

- 3.1.45 Enzyme Diluent, item number ED, lObtl/10 mlper unit or equal
  - 3.1.45.1 Test menu must include the reagents under Section 3.

Not applicable.

3.1.45.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.45.2 Must have lot and expiration management for reagents.

Not applicable.

3.1.45.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.45.4 Must have long onboard reagent stability.

Not Applicable

Enzyme Diluent is not stored on the Dimension® EXL™ System. Stability

Unreconstituted Product: See Expiration Date.

Reconstituted Product: Discard after 7 days following reconstitution or immediately if visible turbidity appears

3.1.45.5 Must have long calibration intervals.

Not applicable.

- 3.1.45.6 Must be able to perform the test included in the test menu. Not applicable.
- 3.1.45.7 Reagents must be bar coded.

Not applicable.

- 3.1.45.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.46 Printer Paper-RxL, item number D829, 6 rolls/80 ft per unit or equal
  - 3.1.46.1 Test menu must include the reagents under Section 3.

Not applicable.

3.1.46.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.46.2 Must have lot and expiration management for reagents.

Not applicable.

3.1.46.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.46.4 Must have long onboard reagent stability.

Not applicable.

3.1.46.5 Must have long calibration intervals. Not applicable.

3.1.46.6 Must be able to perform the test included in the test menu.

Not applicable.

3.1.46.7 Reagents must be bar coded.

Not applicable.

3.1.46.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

- 3.1.47 Sample Diluent-SD Plus, item number SDPius, 2 btl/50 ml per unit or equal
  - 3.1.47.1 Test menu must include the reagents under Section 3.

Not applicable.

3.1.47.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.47.2 Must have lot and expiration management for reagents.

Not applicable.

3.1.47.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions

due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.47.4 Must have long onboard reagent stability.

Not applicable.

3.1.47.5 Must have long calibration intervals.

Not applicable

3.1.47.6 Must be able to perform the test included in the test menu. Not applicable.

3.1.47.7 Reagents must be bar coded.

Not applicable.

3.1.47.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

3.1.48 Small Sample Cups, item number D8C5, 1,000 test per unit or equal

3.1.48.1 Testmenu must include the reagents under Section 3.

Not applicable.

3.1.48.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.48.2 Must have lot and expiration management for reagents.

Not applicable.

3.1.48.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.48.4 Must have long onboard reagent stability.

Not applicable.

3.1.48.5 Must have long calibration intervals.

Not applicable.

3.1.48.6 Must be able to perform the test included in the test menu.

Not applicable.

3.1.48.7 Reagents must be bar coded.

Not applicable.

3.1.48.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

- 3.1.49 Sample Cups with Lids, item number DSC4, 1,000 test per unit or equal
  - 3.1.49.1 Testmenu must include the reagents under Section 3. Not applicable.
    - 3.1.49.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.49.2 Must have lot and expiration management for reagents.

  Not applicable.
- 3.1.49.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

- 3.1.49.4 Must have long onboard reagent stability.

  Not applicable.
- 3.1.49.5 Must have long calibration intervals.

  Not applicable.
- 3.1.49.6 Must be able to perform the test included in the test menu. Not applicable.
- 3.1.49.7 Reagents must be bar coded.

Not applicable.

- 3.1.49.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.50 Chem Wash, item number RD701, 1btl/1800 ml per unit or equal
  - 3.1.50.1 Test menu must include the reagents under Section 3. Not applicable.
    - 3.1.50.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.50.2 Must have lot and expiration management for reagents. Not applicable.

3.1.50.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.50.4 Must have long onboard reagent stability.

Not applicable.

3.1.50.5 Must have long calibration intervals.

Not applicable.

3.1.50.6 Must be able to perform the test included in the test menu. Not applicable.

3.1.50.7 Reagents must be bar coded.

Not applicable.

3.1.50.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

### 3.1.51 IMT Probe Cleaner, item number RD704, 12 btl per unit or equal

**3.1.51.1** Test menu must include the reagents under Section 3.

Not applicable.

**3.1.51.1.1** Must be compatible with free chemistry analyzer provided.

Siemens agrees.

**3.1.51.2** Must have lot and expiration management for reagents. Not applicable.

3.1.51.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

**3.1.51.4** Must have long onboard reagent stability.

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Not applicable.

3.1.51.5 Must have long calibration intervals.

Not applicable.

**3.1.51.6** Must be able to perform the test included in the test menu.

Not applicable.

**3.1.51.7** Reagents must be bar coded.

Not applicable.

3.1.51.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

### 3.1.52 Reagent Probe Cleaner, item number RD702, 1 bW500 ml per unit or equal

**3.1.52.1** Test menu must include the reagents under Section 3.

Not applicable.

3.152.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.52.2 Must have lot and expiration management for reagents.

Not applicable.

3.1.52.3 Test kit must have minimum shelf life of six (6) months beyond

date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

**3.1.52.4** Must have long onboard reagent stability.

Not applicable.

**3.1.52.5** Must have long calibration intervals.

Not applicable.

3.1.52.6 Must be able to perform the test included in the test menu.

Not applicable.

3.1.52.7 Reagents must be bar coded.

Not applicable.

3.1.52.8 Must have fixed price for reagents for the terin of contract.

Please see Pricing Exhibit.

3.1.53 Rev Heterogenous Mod Vessels, item number RXVIA, 1,000 test per unit or equal

3.1.53.1 Test menu must include the reagents under Section 3.

Not applicable.

3.153.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.53.2 Must have lot and expiration management for reagents.

Not applicable.

3.1.53.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.53.4 Must have long onboard reagent stability.

Not applicable.

3.1.53.5 Must have long calibration intervals.

Not applicable.

3.1.53.6 Must be able to perform the test included in the test menu.

Not applicable.

3.1.53.7 Reagents must be bar coded.

Not applicable.

3.1.53.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

### 3.1.54 Sample Probe Cleaner, item number RD70G, 1 btl/1,000 ml per unit or equal

**3.1.54.1** Test menu must include the reagents under Section 3.

Not applicable.

**3.1.54.1.1** Must be compatible with free chemistry analyzer provided.

Siemens agrees.

**3.1.54.2** Must have lot and expiration management for reagents.

Not applicable.

3.1.54.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days

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shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.54.4 Must have long onboard reagent stability.

Not applicable.

**3.1.54.5** Must have long calibration intervals.

Not applicable.

**3.1.54.6** Must be able to perform the test included in the test menu.

Not applicable.

3.1.54.7 Reagents must be bar coded.

Not applicable.

**3.1.54.8** Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

### 3.1.55 QuickLYTB Dilution Check, item number 8640, 3 bags/1,000 ml per unit or equal

**3.1.55.1** Test menu must include the reagents under Section 3.

Siemens agrees.

3.1.55.1.1 Must be compatible with free chemistry analyzer provided.

Not applicable.

**3.1.55.2** Must have lot and expiration management for reagents.

Siemens agrees.

3.1.55.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

**3.1.55.4** Must have long onboard reagent stability.

6 months in use expiration

**3.1.55.5** Must have long calibration intervals.

The Dimension<sup>®</sup> IMT system will routinely perform a one point calibration with each sample measurement. In addition, the system performs a two point automatic calibration in duplicate every 2 hours if no analysis is in progress.

- 3.1.55.6 Must be able to perform the test included in the test menu. Not applicable.
- 3.1.55.7 Reagents must be bar coded.

  Not applicable.
- 3.1.55.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.56 QuickLYTB Flush Solution, item number 8630, 3 bags/1,000 ml per unit or equal
  - 3.1.56.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.56.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.56.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.56.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

- 3.1.56.4 Must have long onboard reagent stability.
  - 21 day in use expiration
- 3.1.56.5 Must have long calibration intervals.

The Dimension® IMT system will routinely perform a one point calibration with each sample measurement. In addition, the system performs a two point automatic calibration in duplicate every 2 hours if no analysis is in progress.

- 3.1.56.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.56.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

3.1.56.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

- 3.1.57 QuickLYTB IMT Cartridge, item number 8600, 4 cartridges per unit or equal
  - 3.1.57.1 Test menu must include the reagents under Section 3.

Siemens agrees.

3.1.57.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.57.2 Must have lot and expiration management for reagents.

Siemens agrees.

3.1.57.3 Test kit must have minimum shelflife of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.57.4 Must have long onboard reagent stability.

The Dimension® IMT chip is stable for 5 days on the instrument or 3000 tests. Sodium, Potassium and Chloride are contained on the same chip.

3.1.57.5 Must have long calibration intervals.

The Dimension® IMT system will routinely perform a one point calibration with each sample measurement. In addition, the system performs a two point automatic calibration in duplicate every 2 hours if no analysis is in progress.

**3.1.57.6** Must be able to perform the test included in the test menu.

Siemens agrees.

**3.1.57.7** Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

**3.1.57.8** Must have fixed price for reagents for the term of contract. Please see Pricing Exhibit.

# 3.1.58 QuickLYTB Sample Diluent, item number S635, 1 btl/500 ml per unit or equal

**3.1.58.1** Test menu must include the reagents under Section 3.

Siemens agrees.

**3.1.58.1.1** Must be compatible with free chemistry analyzer provided.

Siemens agrees.

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**3.1.58.2** Must have lot and expiration management for reagents. Siemens agrees.

3.1.58.3 Test kit must have minimum shelflife of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

**3.1.58.4** Must have long onboard reagent stability.

21 day in use expiration.

**3.1.58.5** Must have long calibration intervals.

The Dimension® IMT system will routinely perform a one point calibration with each sample measurement. In addition, the system performs a two point automatic calibration in duplicate every 2 hours if no analysis is in progress.

**3.1.58.6** Must be able to perform the test included in the test menu. Siemens agrees.

**3.1.58.7** Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

**3.1.58.8** Must have fixed price for reagents for the term of contract. Please see Pricing Exhibit.

# 3.1.59 QuickLYTB Standard A, item number S620, 3 bags/1,000 ml per unit or equal

**3.1.59.1** Test menu must include the reagents under Section 3.

Siemens agrees.

**3.1.59.1.1** Must be compatible with free chemistry analyzer provided.

Siemens agrees.

**3.1.59.2** Must have lot and expiration management for reagents. Siemens agrees.

3.1.59.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always

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call into customer service prior to placing the order to verify the shelf life of products currently shipping.

**3.1.59.4** Must have long onboard reagent stability.

21 day in use expiration.

3.1.59.5 Must have long calibration intervals.

The Dimension® IMT system will routinely perform a one point calibration with each sample measurement. In addition, the system performs a two point automatic calibration in duplicate every 2 hours if no analysis is in progress.

3.1.59.6 Must be able to perform the test included in the test menu.

Siemens agrees.

3.1.59.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

3.1.59.8 Must have fixed price for reagents for the tenn of contract.

Please see Pricing Exhibit.

- 3.1.60 QuickLYTB Standard B, item number 8625, 3 bags/1,000 ml per unit or equal
  - 3.1.60.1 Test menu must include the reagents under Section 3.

Siemens agrees.

3.1.60.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.60.2 Must have lot and expiration management for reagents.

Siemens agrees.

3.1.60.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.60.4 Must have long onboard reagent stability.

21 day in use expiration.

3.1.60.5 Must have long calibration intervals.

The Dimension<sup>®</sup> IMT system will routinely perform a one point calibration with each sample measurement. In addition, the system performs a two point automatic calibration in duplicate every 2 hours if no analysis is in progress.

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- 3.1.60.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.60.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

- 3.1.60.8 Must have fixed price for reagents for the tenn of contract.

  Please see Pricing Exhibit.
- 3.1.61 Salt Bridge Solution, item number D105, 3 btl/150 ml per unit or equal
  - 3.1.61.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.61.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.61.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.61.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

- 3.1.61.4 Must have long onboard reagent stability.
  - Not Available.
- 3.1.61.5 Must have long calibration intervals.

The Dimension® IMT system will routinely perform a one point calibration with each sample measurement. In addition, the system performs a two point automatic calibration in duplicate every 2 hours if no analysis is in progress.

- 3.1.61.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.61.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

- 3.1.61.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.62 Reagent Probe Tip, item number 715871505, 48,000 test per unit or equal

3.1.62.1 Test menu must include the reagents under Section 3.

Not applicable.

3.1.62.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.62.2 Must have lot and expiration management for reagents.

Not applicable.

3.1.62.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.62.4 Must have long onboard reagent stability.

Not applicable.

3.1.62.5 Must have long calibration intervals.

Not applicable.

3.1.62.6 Must be able to perform the test included in the test menu.

Not applicable.

3.1.62.7 Reagents must be bar coded.

Not applicable.

3.1.62.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

- 3.1.63 Liquid Glucose (GLUC), item number DF40, 1,440 test per unit or equal
  - 3.1.63.1 Test menu must include the reagents under Section 3.

Siemens agrees.

3.1.63.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.63.2 Must have lot and expiration management for reagents.

Siemens agrees.

3.1.63.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days

shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.63.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.63.5 Must have long calibration intervals.

Liquid Glucose (GLUC) has a 90 days calibration frequency...

- 3.1.63.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.63.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

3.1.63.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

Please see Pricing Exhibit.

- 3.1.64 Lithium (LI), item number DF 132, 80 test per unit or equal
  - 3.1.64.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.64.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.64.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.64.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.64.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.64.5 Must have long calibration intervals.

Lithium (LI) has a 90 days calibration frequency.

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3.1.64.6 Must be able to perform the test included in the test menu. Siemens agrees.

3.1.64.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

3.1.64.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

- 3.1.65 Automated LDL Cholesterol (ALDL), item number DF131, 120 test per unit or equal
  - 3.1.65.1 Test menu must include the reagents under Section 3. Siemens agrees.
    - 3.1.65.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

- 3.1.65.2 Must have lot and expiration management for reagents. Siemens agrees.
- 3.1.65.3 Test kit must have minimum shelflife of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.65.4 Must have long onboard reagent stability.

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.65.5 Must have long calibration intervals.

Automated LDL Cholesterol (ALDL) has a 60 days calibration frequency.

- 3.1.65.6 Must be able to perform the test included in the test menu. Siemens agrees.
- 3.1.65.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

- 3.1.65.8 Must have fixed price for reagents for the term of contract.

  Please see Pricing Exhibit.
- 3.1.66 Automated LDL Cholesterol (ALDL) Calibrator, item number DC131, 1set/3 levels per unit or equal

3.1.66.1 Test menu must include the reagents under Section 3.

Siemens agrees.

3.166.1.1 Must be compatible with free chemistry analyzer provided.

Siemens agrees.

3.1.66.2 Must have lot and expiration management for reagents.

Siemens agrees.

3.1.66.3 Test kit must have minimum shelf life of six (6) months beyond date of receipt.

Typically reagents and calibrators ship with at least 180 days shelf life. Siemens cannot guarantee all reagents and calibrators will meet the 180 days as there may be occasions due to a production delay or other circumstance that might cause the shelf life to be shorter. However, one can always call into customer service prior to placing the order to verify the shelf life of products currently shipping.

3.1.66.4 Must have long onboard reagent stability.

Calibrators are not stored on the Dimension® EXL™ System.

Automated LDL Cholesterol Calibrator: Open vial stability - 24 hours @ 2-8°C

Flex® reagent cartridges have an unopened on board stability of 30 days.

3.1.66.5 Must have long calibration intervals.

Automated LDL Cholesterol has a 60 days calibration frequency.

3.1.66.6 Must be able to perform the test included in the test menu. Siemens agrees.

3.1.66.7 Reagents must be bar coded.

Yes. All Flex® reagent cartridges are bar-coded.

3.1.66.8 Must have fixed price for reagents for the term of contract.

Please see Pricing Exhibit.

### 3.1.67 Training

3.1.67.1 Vendor must provide a company representative for installation and training. Installation and training for equipment must be completed within six (6) weeks of delivery date. Staff training is supplied by the vendor.

### Dimension® EXL System Training

Siemens will work with Mildred Mitchell Bateman to schedule training in our Delaware training facility. This training provides a thorough review of

the basic skills taught by the TAS and offers more extensive training on the use of the software, biologics, and instrumentation, and provides a forum for addressing more complex questions from laboratorians who have some familiarity with the system.

Off-site operator training is conducted at the Siemens Customer Care Center Technical Solutions in Glasgow, Delaware, and includes reasonable hotel, airfare, and meals. Prices provided in this proposal include offsite training slots as follows:

 1 slot for training on the proposed Dimension<sup>®</sup> EXL<sup>™</sup> System with LOCI<sup>®</sup> Module

The class includes hands-on exercises and troubleshooting scenarios. The training provides the tools and techniques for training others at home. Duration: 3.5 Days.

The Dimension® EXL™ with LM Basic Training includes lecture and hands-on exercises emphasizing daily operation. Students are introduced to basic theory, operation, maintenance and instrument troubleshooting. In addition, the operator will learn how to customize the system to meet the needs of their laboratory.

This course is intended for new customers. Medical laboratory professionals who successfully complete classroom training will receive continuing education credits.

On completion of this lesson, you will be able to:

#### System Overview

- Daily Maintenance
- System Configuration
- Heterogeneous & LOCI Modules
- QuikLYTE<sup>®</sup> Integrated Multisensor Technology (IMT)
- Reagent Management System (if applicable)
- Maintenance
- Troubleshooting
- Calibration and Verification (QCC PowerPak®)
- Practical Exercises

#### **Prerequisites**

### Dimension® EXL™ System

- Assay Measurement: IMT and HM and LOCI®
- Reagent Management System

- Maintenance
- Troubleshooting

#### 3.1.68 Maintenance

3.1.68.1 Vendor will retain ownership of the analyzer and will maintain the analyzer in working order to allow the facility to use them with the requested reagents.

Siemens agrees.

3.1.68.2 Vendor shall ensure that a local engineer/technician is available to provide services within 12 hours of receiving a service call, within 24 hours on nights, weekends, and holidays. Technical support shall be available via telephone 24 hours a day/7 days a week to troubleshoot problems and/or answer staff questions.

Siemens shall guarantee an average emergency onsite response time (from time of dispatch) of 12 or less during all hours of operation, including weekends and holidays. "Emergency" shall be defined as the state existing when the equipment is "down" and unavailable for quality patient testing and there is no alternative method available for running the tests. Regular repair response times shall be onsite the following business day from notification. The foregoing shall only apply during a period in which the equipment is covered under a Siemens agreement or if Mildred Mitchell Bateman agrees to provide a purchase order for service during times not covered by an agreement.

The above guarantee shall only apply in the event that Mildred Mitchell Bateman maintains and operates the equipment in accordance with the manufacturers' specifications and the applicable operating manual and to equipment problems which are not the direct or indirect result of equipment misuse or improper maintenance, neglect, or failure to perform routine or scheduled maintenance. This also shall not apply in the event that Mildred Mitchell Bateman mutually agrees with the Technical Solutions Center or Field Service Engineer that additional parts that are not normally included in the field trunk inventory are needed to facilitate the repair of the equipment.

32 The estimated purchase volume for each item represents the approximate yearly volume of anticipated purchases only.

The pricing that is being proposed is based upon estimated volumes pricing. Siemens reserves the right to review and revise pricing to appropriate pricing levels if Mildred Mitchell Bateman actual volumes (on an aggregate basis) do not achieve these volume levels. The standardized pricing offered to Mildred Mitchell Bateman facilities will be reviewed upon request and adjusted prospectively, if the parties agree that volumes provided in this RFP have increased to the next level.

#### 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.

Siemens acknowledges receipt of this information.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by multiplying the unit cost by the quantity. 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.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Gregory.C.Clay@wv.gov

The RFP lists specific quantities of reagents and supplies for which pricing is to be provided, which we have done. However in the amendment, actual patient volumes were provided which are inconsistent with the quantities in the RFP. The annual costs in the RFP will therefore not be an accurate estimate of actual costs to produce the number patient results in the amendment.

Please see the Pricing Pages for the most accurate representation of pricing.

#### 5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Siemens agrees.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

All invoices are due and payable within thirty (30) days of the date of invoice.

#### **6.** DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within five (5) working days Revised 10/27/2014

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.

Please see Exhibit 2 Shipping and Handling Policy.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

In the event that Siemens cannot supply consumables so that Mildred Mitchell Bateman can perform tests in accordance with the terms and conditions of the agreement between the parties for the equipment/goods referenced herein because of defects in the product, back orders, or recalls and, as a result, Mildred Mitchell Bateman cannot perform necessary tests, Mildred Mitchell Bateman may, as Customer's sole remedy, either (1) purchase the consumables necessary to perform the test(s) from another vendor or (2) engage a reference laboratory to perform the test(s), and Siemens will reimburse Customer for the reasonable difference between the price paid to the other vendor or the reference laboratory and the price that would have been paid under such agreement for Customer to perform the test(s). Such tests shall count towards the minimum volume commitment required in the agreement for the products referenced herein.

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.

Siemens agrees.

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.

If Mildred Mitchell Bateman determines at any time during the term of the agreement that the equipment is not performing consistently with the manufacturer's specifications ("Vendor Default") and Siemens is unable to cure the Vendor Default

by repairing or replacing the equipment within ninety (90) days after written notice from Mildred Mitchell Bateman, then Mildred Mitchell Bateman may return the equipment.

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.

Returns made due to ordering errors are subject to a re-stocking fee up to twenty-five percent (25%).

For authorization please call Siemens Customer Service.

No credit will be issued for any unauthorized returns including service parts.

Each return must include the following information:

- Customer name and address
- Siemens invoice number.
- Invoice date
- Customer purchase order number
- Quantity, catalog number and description of item
- Reason for return

The customer must prepay freight charges on all returns unless the shipment was due to a manufacturer or distributor error.

Authorized returns must be packaged and labeled in accordance with all shipping regulations including those of the U.S. Department of Transportation (U.S. DOT) and the U.S. Environmental Protection Agency (U.S. EPA). Supplier will not accept any returned goods if packaging shows evidence of damaged, leaking or improper handling.

Return authorizations will only be valid for 30 days.

#### 7. VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
  - 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

If Mildred Mitchell Bateman determines at any time during the term of the agreement that the equipment is not performing consistently with the manufacturer's specifications ("Vendor Default") and Siemens is unable to cure the Vendor Default by repairing or replacing the equipment within ninety (90) days after written notice from Mildred Mitchell Bateman, then

Mildred Mitchell Bateman may return the equipment.

7.1.2 Failure to comply with other specifications and requirements contained herein.

If Mildred Mitchell Bateman determines at any time during the term of the agreement that the equipment is not performing consistently with the manufacturer's specifications ("Vendor Default") and Siemens is unable to cure the Vendor Default by repairing or replacing the equipment within ninety (90) days after written notice from Mildred Mitchell Bateman , then Mildred Mitchell Bateman may terminate the agreement.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

If Mildred Mitchell Bateman determines at any time during the term of the agreement that the equipment is not performing consistently with the manufacturer's specifications ("Vendor Default") and Siemens is unable to cure the Vendor Default by repairing or replacing the equipment within ninety (90) days after written notice from Mildred Mitchell Bateman , then Mildred Mitchell Bateman may return the equipment.

7.1.4 Failure to remedy deficient performance upon request.

If Mildred Mitchell Bateman determines at any time during the term of the agreement that the equipment is not performing consistently with the manufacturer's specifications ("Vendor Default") and Siemens is unable to cure the Vendor Default by repairing or replacing the equipment within ninety (90) days after written notice from Mildred Mitchell Bateman , then Mildred Mitchell Bateman may return the equipment.

- 7.2 The following remedies shall be available to Agency upon default.
  - 7.2.1 Immediate cancellation of the Contract.

If Mildred Mitchell Bateman determines at any time during the term of the agreement that the equipment is not performing consistently with the manufacturer's specifications ("Vendor Default") and Siemens is unable to cure the Vendor Default by repairing or replacing the equipment within ninety (90) days after written notice from Mildred Mitchell Bateman, then Mildred Mitchell Bateman may return the equipment.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

If Mildred Mitchell Bateman determines at any time during the term of the agreement that the equipment is not performing consistently with the manufacturer's specifications ("Vendor Default") and Siemens is unable to cure the Vendor Default by repairing or replacing the equipment within ninety (90) days after written notice from Mildred Mitchell Bateman , then Mildred Mitchell Bateman may return the equipment.

7.2.3 Any other remedies available in law or equity.

If Mildred Mitchell Bateman determines at any time during the term of the agreement that the equipment is not performing consistently with the manufacturer's specifications ("Vendor Default") and Siemens is unable to cure the Vendor Default by repairing or replacing the equipment within

ninety (90) days after written notice from Mildred Mitchell Bateman, then Mildred Mitchell Bateman may return the equipment.

#### **8.** MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

Siemens agrees.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

Siemens agrees.

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

Siemens agrees.

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	Tom Cort	tolillo		
Telephone Number: 4'	12-639-6567_	Fax	Number:	_
Email Address: TCortol	illo@labsco.c	:om_		

#### 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 infonnation 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.

Siemens acknowledges receipt of this information.

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 tenn in the Solicitation will result in bid disqualification.

Siemens acknowledges receipt of this information.

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:

February 26, 2015
ADMINISTRATION BUILDING#1
1ST FLOOR CONFERENCE ROOM @ 1:00 PM
MILDRED MITCHELL-BATEMAN HOSPITAL
1530 NORWAY AVENUE, HUNTINGTON, WV 25705

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 fonn 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 infonnation. 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 the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be pennitted 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.

Siemens acknowledges receipt of this information.

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. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: FEBRUARY 27, 2015 @ 500 PM

Submit Questions to: GREG CLAY 2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: GreQorv.C.Clay(.(i2wv.Qov

Siemens acknowledges receipt of this information.

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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. Siemens acknowledges receipt of this information.
- 7. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130 A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: CHEMISTRY ANALYZER AND REAGENTS

**BUYER: GREGCLAY** 

SOLICITATION NO.: CRFQ 0506 MMB1500000003

BID OPENING DATE: MARCH 10, 2015

BID OPENING TIME: 1:30 PM FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, and choses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, 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:

BII	OTYPE: (This only applies to CRFP)
	rechnical rechnical
	Cost
Sieme	ns acknowledges receipt of this information.

8. 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing

Division time clock (in the case of hand delivery).

Bid Opening Date and time: March 10, 2015 at 1:30 PM Bid Opening Location: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

Siemens acknowledges receipt of this information.

9. 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.

Siemens acknowledges receipt of this information.

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.

Siemens acknowledges receipt of this information.

10.ALTERNATES: Any model, brand, or specification listed in this Solicitation 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.

Siemens acknowledges receipt of this information.

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.

Siemens acknowledges receipt of this information.

12.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.

Siemens acknowledges receipt of this information.

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

Siemens acknowledges receipt of this information.

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

Siemens acknowledges receipt of this information.

15.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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

Siemens acknowledges receipt of this information.

16.SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, 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, womenowned, 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, womenowned, 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 contract award 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.

Siemens acknowledges receipt of this information. Siemens does not qualify as a Small, Women-owned, or minority-owned business.

17. 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.

Siemens acknowledges receipt of this information.

#### **GENERAL TERMS AND CONDMONS:**

- 1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  - Both the bid terms and the standard term and conditions herein are meant for discussion purposes only, are non-binding, and are not considered final unless and until the execution of a separate contract between Siemens and Mildred Mitchell Bateman. All information provided in this RFP response is proprietary and is not to be disclosed to a third party without express written permission from Siemens Healthcare Diagnostics.
- 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.
  - 22. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.3. "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. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 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.

Siemens acknowledges receipt of this information.

☑ Term	Contract							
	Initial	Contract	Term:	This	Contract od of one(1)	becomes	effective	on
	year(s).			F				
	Renewal Term: This Contract may be renewed upon the mutual written consert the Agency, and the Vendor, with approval of the Purchasing Division and Attorney General's office (Attorney General approval is as to form only). request for renewal should be submitted to the Purchasing Division thirty (30) or prior to the expiration date of the initial contract term or appropriate renewal term. Contract renewal shall be in accordance with the terms and conditions of the origin contract. Renewal of this Contract is limited to three (3) successive one year periods or multiple renewal periods of less than one year, provided that multiple renewal periods do not exceed thirty-six (36) months in total. Autom renewal of this Contract is prohibited. Notwithstanding the foregoing, Purcha Division approval is not required on agency delegated or exempt purchases. Attor General approval may be required for vendor terms and conditions.  Delivery Order Limitations: In the event that this contract permits delivery order delivery order may only be issued during the time this Contract is in effect. delivery order issued within one year of the expiration of this Contract shall effective for one year from the date the delivery order is issued. No delivery order.							
		s acknowledg	-					
		tract: This Co e completed w			fective upon	Vendor's re	ceipt of the	notice
of the notice specification agrees that with an additional total. Autorational Document	ce to processors must be maintenare litional me year promatic renember Purcha until all outend for me	ovided that the twal of this Conservation of the term of the goods conore than one f	of the Corwithin  g, or warracessive one multiple ntract is pro of this Cont	ntract mounty serving year renewal shibited.	ore fully des days ices will be p ewal periods periods d	scribed in the s. Upon comporovided for o s or multiple roon on excee	e attached bletion, the ve one year therea enewal periodmonths Cthe Award	endor after ds of

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be

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

The pricing that is being proposed is based upon reported volume pricing. Siemens reserves the right to review and revise pricing to appropriate pricing levels if Mildred Mitchell Bateman actual volumes (on an aggregate basis) do not achieve volume

levels. The standardized pricing offered to Mildred Mitchell Bateman facilities will be reviewed upon request and adjusted prospectively, if the parties agree that volumes provided in this RFP have increased to the next pricing level.

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.

Siemens acknowledges receipt of this information.

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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

In the event that Siemens cannot supply consumables so that Mildred Mitchell Bateman Revised 08/08/2014

can perform tests in accordance with the terms and conditions of the agreement between the parties for the equipment/goods referenced herein because of defects in the product, back orders, or recalls and, as a result, Mildred Mitchell Bateman cannot perform necessary tests, Mildred Mitchell Bateman may, as Customer's sole remedy, either (1) purchase the consumables necessary to perform the test(s) from another vendor or (2) engage a reference laboratory to perform the test(s), and Siemens will reimburse Customer for the reasonable difference between the price paid to the other vendor or the reference laboratory and the price that would have been paid under such agreement for Customer to perform the test(s). Such tests shall count towards the minimum volume commitment required in the agreement for the products referenced herein.

	noron.
8.	REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
	☐ BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
	PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
	☐ LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
	In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
	☐ MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
	✓ INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
	☑Commercial General Liability Insurance: In the amount of _\$_100,000or more.
	☐ Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.
	The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) I CERTIFICATIONS I 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.

Please see Exhibit 3 Proof of Insurance.

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

Siemens agrees.

10.LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

Siemens acknowledges receipt of this information.

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

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.

Siemens does not agree.

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

Siemens' pricing is dependent upon acceptance of this bid as a whole. If Mildred Mitchell Bateman prefers to accept only some portion of this bid, Siemens will only be bound by terms and conditions that have been mutually agreed upon by the parties.

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

NON-APPROPRIATION. To the extent that Customer is either a state or political subdivision for purposes of Section 103 of the Internal Revenue Code of 1986, as amended, if insufficient funds are appropriated by Customer's governing body to meet Customer's payment obligations under this Agreement during any fiscal year, Customer may elect to discontinue this Agreement on the last day of the fiscal period for which appropriations are available. To discontinue this Agreement, Customer must a) notify Siemens in writing of the non-appropriation of funds within ten (10) days of the date upon which Customer becomes aware that insufficient funds will be available, b) provide Siemens with a certified statement of an authorized official to the effect an event of nonappropriation has occurred, and c) return the Equipment, freight prepaid. Customer may not discontinue this Agreement if any funds are appropriated to Customer by Customer's governing body for the acquisition, retention or operation of other equipment or services performing functions similar to the Equipment. Customer agrees to take all necessary action during the term of this Agreement to obtain adequate funds to satisfy Customer's obligations under this Agreement and will provide for such obligations in each applicable budget submitted to obtain appropriations, use Customer's best efforts to obtain approval of such budget, and exhaust all available appeals if an appropriation sufficient to satisfy such obligations is not made.

14.PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

All invoices are due and payable within thirty (30) days of the date of invoice.

15.TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

Mildred Mitchell Bateman is responsible for and will pay all sales, use and property taxes assessed on the possession, ownership, service, sale or use of the equipment or products under an agreement between the parties resulting from this RFP. If Siemens is billed directly by the taxing authority for such taxes, Siemens shall initially pay such taxes and subsequently re-bill Mildred Mitchell Bateman. If Mildred Mitchell Bateman pays such taxes directly, then copies of the receipted tax bills or other evidence of payment shall be provided to Siemens upon request.

In the event that Mildred Mitchell Bateman enters into an agreement with Siemens as a result of this RFP and is exempt from certain taxes pursuant to a tax exemption certificate (the "Exempt Taxes"), and provided that (i) Mildred Mitchell Bateman maintains a valid tax exemption certificate throughout the term of such agreement; (ii) Mildred Mitchell Bateman provides Siemens with a copy of such certificate; and (iii) such tax exemption is allowable and transferable to Siemens, then Siemens will not pay the Exempt Taxes and will not seek reimbursement from Mildred Mitchell Bateman for the Exempt Taxes. In the event that any taxes are outside the scope of the tax exemption certificate, Mildred Mitchell Bateman will remain responsible for such Taxes.

16.CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

If Mildred Mitchell Bateman determines at any time during the term of the agreement that the equipment is not performing consistently with the manufacturer's specifications ("Vendor Default") and Siemens is unable to cure the Vendor Default by repairing or replacing the equipment within ninety (90) days after written notice from Mildred Mitchell Bateman, then Mildred Mitchell Bateman may return the equipment.

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

Siemens agrees to provide equipment and products at mutually acceptable timeframes.

18.APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

Siemens agrees.

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

Siemens agrees.

20.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-SA-1 et seq. and available at <a href="http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx">http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx</a>. 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.

Siemens agrees.

21. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

Siemens agrees.

22. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.

Should Siemens be selected vendor of choice, this response will be subject to the development of a mutually acceptable agreement by post-award negotiations. Siemens positive responses to feature/function questions may be included in the final agreement on which the parties agree. Any changes or corrections will be submitted to your institution in writing prior to completion of the final mutually acceptable agreement.

23. WAIVER: The failure of either party to insist upon a strict performance of any of the terms Revised 08/08/2014

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.

Siemens agrees.

24. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

Should Siemens be selected vendor of choice, this response will be subject to the development of a mutually acceptable agreement by post-award negotiations. Siemens positive responses to feature/function questions may be included in the final agreement on which the parties agree. Any changes or corrections will be submitted to your institution in writing prior to completion of the final mutually acceptable agreement.

25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

Siemens agrees.

26. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

Siemens warrants that the Equipment shall be free from defects in material and workmanship and conform to the manufacturer's specifications when delivered. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE. Any claim for breach of this warranty must be made in writing within one (1) year of the delivery of the Equipment by Siemens. Siemens' sole obligation for breach of this warranty shall be, at Siemens' option, the repair or replacement of the breaching Equipment or an appropriate refund, allowance or credit reflecting depreciation. Siemens also promises that the use of the Equipment in the form delivered to Buyer and in accordance with the instructions and manufacturer's specifications will not infringe the U.S. patent of any third party. This promise does not cover the use of the Equipment in combination with any other product or equipment not approved by Siemens. Buyer's exclusive remedy for breach of this warranty shall be the intellectual property indemnification set forth in Section 36 (c) below.

Siemens warrants to Customer that Products will be free from patent and latent defects in material and workmanship and will conform to the applicable manufacturer's specifications until the date appearing on the applicable packaging. The foregoing warranty does not apply to conditions resulting from use or storage not in accordance with the manufacturer's instructions or other external causes or from operation outside Revised 08/08/2014

the environmental parameters specified for the Products. Customer's exclusive remedy for breach of this warranty shall be the replacement of such Products.

Siemens also warrants that the use of the Products in the form delivered to Customer and in accordance with the instructions and manufacturer's specifications will not infringe the U.S. patent of any third party. This warranty does not cover the use of Products in combination with any other product or equipment not approved by Siemens. Customer's exclusive remedy for breach of this warranty shall be the intellectual property indemnification forth in Section 36(c) below.

THE ABOVE ARE THE SOLE WARRANTIES PROVIDED BY SIEMENS UNDER THIS AGREEMENT. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No oral or written promises as to the Products which conflict with this warranty will bind Siemens unless signed by an authorized representative of the party to be bound.

- 27. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
  Siemens agrees.
- 28. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

  Siemens agrees.
- 29. 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.

Siemens agrees.

30. 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 oflnformation Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ SA-3-1 et seq., 5-22-1 et seq., and 50-1-1 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. A legend or other statement indicating that all or substantially all of Revised 08/08/2014

the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

Siemens acknowledges receipt of this information.

31. 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.

Siemens acknowledges receipt of this information.

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

Siemens does not agree.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

Siemens agrees.

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

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

Siemens agrees, some fees may apply.

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

Siemens agrees.

- 36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to an y 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.
  - (a) Limitation of Liability. In no event shall Siemens' liability hereunder exceed the actual loss or damage sustained by Buyer, up to the purchase price paid to Siemens for the Equipment giving rise to such loss or damage, however, liability for intentional misbehavior and personal injury will not be limited. SIEMENS SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COST OF SUBSTITUTE EQUIPMENT OR SERVICES (UNLESS OTHERWISE AGREED TO BY SIEMENS), OR LOSS OF STORED, TRANSMITTED OR RECORDED DATA. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. The limitations of Siemens' liability contained herein shall apply to Siemens and Siemens' employees, agents and subcontractors performing under this Agreement, regardless of whether such

agents and subcontractors performing under this Agreement, regardless of whether such Revised 08/08/2014

liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if Siemens or its employees, agents or subcontractors are advised of the likelihood of such damages.

The limitations of Buyer's liability set forth herein do not affect Buyer's liability for Claims (as defined herein) arising out of the negligent or wrongful acts or omissions of Buyer, it's employees or agents in connection with this Agreement or Buyer's indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set forth herein. The limitations of Siemens' liability set forth herein do not affect Siemens' liability for Claims for personal injury arising as a result of Siemens' negligence or product defect, or Siemens' indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set out in this Agreement.

# THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

- (b) General Indemnification. Each party agrees to indemnify and hold the other party and its employees, directors, officers and agents (collectively, the "Indemnitees") harmless from and against any and all third party claims and associated liabilities, obligations, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees) imposed upon or incurred by or asserted against any of the Indemnitees ("Claims") for bodily injuries (including death) or damages to or loss of real or tangible personal property, to the extent that any such Claim arises out of the negligent or wrongful acts or omissions of the indemnifying party, its employees or agents in connection with this Agreement, provided that the Indemnitee provides the indemnifying party with prompt notice of the Claim, reasonable cooperation in the defense and/or settlement of the Claim and all right and power to defend and/or settle the Claim.
- (c) Intellectual Property Indemnification. If Buyer receives notice that any of the Equipment, or parts thereof, violates the infringement warranty set forth in Section 4 herein, then Buyer shall promptly notify Siemens in writing and give Siemens information, assistance and exclusive authority to evaluate, defend and settle the Claim. Siemens shall then, at its own expense, defend or settle such Claim, procure for the Buyer the right to use the Equipment, or remove or modify the Equipment to avoid infringement. If none of these alternatives are available on terms reasonable to Siemens, then Buyer shall return the Equipment to Siemens and Siemens shall refund to Buyer the purchase price paid by the Buyer for the Equipment, less reasonable depreciation for Buyer's use. The foregoing states Siemens' entire obligation and liability, and the Buyer's sole remedy, for Claims of infringement. Siemens will not defend or indemnify Buyer, however, if any such Claim results from (i) use of other than the most recent version of the Equipment made available to Buyer by Siemens; (ii) Buyer's alteration of the Equipment without Siemens' written authorization; (iii) use of the Equipment in combination with software or equipment not provided by Siemens; or (iv) use of the Equipment in a manner that is not in accordance with the manufacturer's manual, specifications, and other accompanying documentation or other instruction from Siemens.

The obligations of indemnity shall survive the expiration or termination of the Agreement.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A

copy of the Purchasing Affidavit is included herewith.

Siemens acknowledges receipt of this information.

38. 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.

Siemens has presented pricing based on test volumes provided by Mildred Mitchell Bateman and is valid only for Mildred Mitchell Bateman facilities included in this RFP. If additional facilities not included in this RFP wish to enter into an agreement with Siemens, we will provide price quotes based on volumes of any additional facilities.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

To the best of our knowledge, Siemens Healthcare Diagnostics (formerly Siemens Medical Solutions Diagnostics) does not have any conflict of interest with Mildred Mitchell Bateman, however, as a worldwide company with more than 48,000 Healthcare employees, it is not possible for us to know if any Mildred Mitchell Bateman employee, officer, agent, board member, Trustee, or official owns any interest in Siemens Healthcare Diagnostics company.

40	D. 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.reguisitions@wv.gov.

Siemens acknowledges receipt of this information.

41. BACKGROUND CHECK: Inaccordance 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 Revised 08/08/2014

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.

Siemens agrees.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
  - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
  - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  - d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

Siemens acknowledges receipt of this information.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not Revised 08/08/2014

produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

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

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

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

Siemens acknowledges receipt of this information.

#### CERTIFICATIONAA'D SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Siemens	Healthcare	Diagnostics

(Company)

Chin Late

Chris Lutz, VP, Sales

(Authorized Signature) (Representative Name, Title)

847-236-7187, March 9, 2015

(Phone Number) (Fax Number) (Date)

# 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 Vendor Preference, if applicable.

#### 1. Application is made for 2.5% 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% 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% 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% 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% 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% 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, womenand 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: Siemens does not qualify got Vendor Preference under any of these terms.

Date: 3/10/15 Title:

# 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 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 exceed 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: Siemens Healthcare Diagnostics

Authorized Signature:

Date: March 9, 2015

State of Illinois

County of Lake

, to-wit:

Taken, subscribed, and sworn to before me this 9th

day of March

2015

My Commission expires

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/14/15 March 14, 2015

NOTARY PUBLIC

Parchasing Affidavit (Revised 07101/2012)

# SOLICITATION NUMBER: MMB1500000003 Addendum Number: 1

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:

1	Modify bid opening date and time
[ ]	Modify specifications of product or service being sought
$[\checkmark]$	Attachment of vendor questions and responses
[🗸]	Attachment of pre-bid sign-in sheet
	Correction of error
	Other

### Description of Modification to Solicitation:

#### ADDENDUM NO. 1

- 1) TO PROVIDE A COPY OF THE MANDATORY PRE-BID MEETING SIGN-IN SHEET.
- 2) TO PROVIDE CLARIFICATIONS AND ANSWERS TO TECHNICAL QUESTIONS SUBMITTED.
- 3) TO PROVIDE COPY OF ANNUAL TEST COUNT.
- 4) TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID.

**END OF ADDENDUM NO. 1** 

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.

# ATTACHMENT A

## SIGN IN SHEET

Page \_\_\_\_ of \_\_\_\_ Date: \_\_2/26/15

TELEPHONE & FAX

Request for Proposal No. CRFQ MMB1500000003 PLEASE PRINT

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	NUMBERS
company: Beckman Coulter	1 Millereek Crossing	PHONE 304-389-4208
Rep: 1818sa Ford	Hurricane, WV 25526	FREE \$77-888-8643 x 42164
Email Address: Teresa. L. Ford @beckman.c	011	FAX 304-757-1444
Company: Carolina Liquid Chemist	uces 575 N. Patterson Ave	PHONE 336 480-4726
Rep: Keury Spruil	winston-Salem NC	TOLL FREE 877- 722- 8910
Email Address: KSPRUILLE Cardinachem 13+	rues. com 27101	FAX 336 - 722 - 89.5
Company: Siemens	5397 Florida Ave	PHONE 412-639-6567
Rep: Thomas A. Cortolillo	Bethel Park, Pa 15102	TOLL FREE 800-888-5227
Email Address: Tortolillo Plabsco.com		FAX 502-364-1610
Company:		PHONE
Rep:		FREE
Email Address:		FAX
Company:		PHONE
Rep:		TOLL FREE
Fmail Address:		FAX

# SOLICITATION NUMBER: CRFQ MMB1500000003 Addendum Number: 1

Question 1: In the quote you listed the number of tests, i.e. Albumin (480x2=960). Due to the need to run controls each day, this number will not equate to the patient test results that you are actually running. Therefore, is it possible for you to disseminate the following to all the bidders?

Annual patient volumes

Number of days per week that samples are run on the analyzer

Answer 1: The laboratory is available 7 days a week and dayshift is only staffed from 6:00 AM - 3:30 PM and on call nights and weekends. Please see attached for test counts.

Question 2: Have any addenda been published prior to the meeting on February 26th.

Answer 2: There were questions submitted before the meeting on February 26<sup>th</sup> but no addenda had been issued until now.

Question 3: Is attendance required for the bid opening on March 10?

Answer 3: No attendance is required for the bid opening on March 10.

Question 4: Is the contract in reality a 4 year contract?

Answer 4: The contract in reality is a 4 year contract. One year with 3 – one year renewals.

Question 5: Can we ask for a 5th year in the contract?

Answer 5: The option was considered but that would cause delay in the bid and with a machine going down, we have opted to go with the one year plus 3 renewals instead.

Question 6: What are the yearly volumes of test required?

Answer 6: The yearly total volumes were supplied during the pre-bid and it is attached. The PSA was not included. The PSA would be approximately 50 tests.

Question 7: Is Total PSA a required test?

Answer 7: We would like to be able to complete the TPSA on this instrument.

Question 8: Are you realistically asking for a cost per test?

Answer 8: Yes. Everything that goes into producing that test would be the cost per test.

# SOLICITATION NUMBER: CRFQ MMB1500000003 Addendum Number: 1

- Question 9: Should all calibrators, controls, accessories be included in the Cost Per Unit?
- Answer 9: Yes. Controls, calibrators, and accessories is included to produce an accurate test.
- Question 10: Please define requirement 3.1.1.4 Must have off line capabilities.
- Answer 10: The laboratory has a data management system not a laboratory management system. If the communication is not working between data management and the instrument, tests still need to be resulted. If communication between the 2 are broken, the instrument still must produce results.
- Question 11: What is your definition of a QC Maintenance system, 3.1.1.5?
- Answer 11: Quality Control must be kept within the instrument. The instrument should produce Levy Jennings graphs and if quality control is not running appropriately the instrument should flag results. The instrument should be capable of supporting Westgard Rules.
- Question 12: Please define 3.1.1.6, having a random access to the coordinates and data of the chemistry analyzer.
- Answer 12: Data that is stored in the analyzer should be available at direct access.
- Question 13: Can we extend to a 5 year contract vs the proposed 3 year contract?
- Answer 13: The option was considered but that would cause delay in the bid and with a machine going down, we have opted to go with the one year plus 3 renewals instead.
- Question 14: What volumes do you anticipate for the total-PSA?
- Answer 14: Total/Free Prostate Specific Antigen (T/FPSA) 1 unit or 120 tests per year.
- Question 15: With regard to the existing equipment, would you be interested in a buyback quotation?
- Answer 15: The current machine is owned by another company and the other company will pick up the machine when notified.

# SOLICITATION NUMBER: CRFQ MMB1500000003 Addendum Number: 1

Question 16: When looking at the laboratory, we noticed an existing Tosoh AIA-360 analyzer that will run the total PSA. Do you intend to keep that analyzer? (We can include the reagents to run the total PSA on the existing Tosoh, or a replacement analyzer in the event that the Tosoh will not be available.)

Answer 16: Yes, we intend to keep the Tosoh AIA 360.

Question 17: We are a veteran owned small business. As we are not a resident firm in West Virginia, would our status as a veteran owned company be considered? Would the fact that we are a small business be considered?

Answer: 17: Your status as a veteran owned company only applies if you are a resident of West Virginia. Small business is only considered for the State of West Virginia business owners also.

2014 Fiscal Year	2013	2013	2013	2013	2013	2013	2014	2014	2014	2014	2014	2014		
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total	
Test								<u> </u>		7	1			
CBC	140	157	119	158	126	111	176	107	119	138	114	132	1597	
Manual Diff	140	52	33	42	36	39	59	46	57	72	66	58	700	
CMP (14 test)	65	62	59	58	44	44	105	50	75	78	127	67	834	
BMP (8 test)	23	19	23	26	16	9	29	18	53	22	19	26	283	<del>                                     </del>
Lipid (3 test)	63	64	38	50	44	39	93	38	53	59	53	52	646	
Liver (7 test)	54	61	31	48	39	46	84	36	44	53	49	66	611	<del>                                     </del>
Renal ( 10 test)	0	0	0	0	0	0	0	0	0	1	0	0	1	<del> </del>
Electrolytes (4 test)	2	0	4	3	7	7	9	3	9	7	4	10	65	<del>                                     </del>
HgbA1C	30	13	9	12	26	8	21	6	16	12	13	7	173	
FT4	55	62	36	34	31	39	88	36	42	52	44	47	566	
TSH	67	69	42	42	65	45	109	42	46	67	54	52	700	
T4	0	0	0	5	0	1	0	0	0	0	0	1	7	<del>                                     </del>
Lithium	7	6	19	17	11	6	5	7	23	15	11	20	147	
Valproic Acid (Depakote)	18	17	29	42	25	37	33	36	47	32	28	42	386	
Carbamazaphine (Tegretol)	1	5	3	9	1	0	2	2	6	2	5	5	41	
Phenytoin (Dilantin)	2	4	8	7	3	1	6	5	12	7	9	11	75	<del>   -</del>
Misc tests	23	11	24	29	32	32	23	19	24	24	19	73	333	-
				-		-								
Pregnancy	11	21	9	8	5	15	12	12	19	12	8	4	136	
RPR	42	55	34	27	28	42	75	29	36	51	39	41	499	
Hemocult	1	0	3	1	7	2	0	5	1	4	0	0	24	
Wet Prep	0	0	0	0	0	0	0	0	0	0	0	0	0	
Strep Screen	0	2	0	0	0	0	0	0	0	2	0	0	4	Discontinued 6/25
HIV							2	3	9	13	15	9	51	
UDS	50	53	29	35	33	37	50	31	38	41	42	43	482	Added 1/28/14
Urinalysis	58	61	48	44	45	43	58	40	47	57	55	43	599	
Back up tests	24	24	32	21	23	32	30	32	34	48	45	30	375	
Microalbumin	4	6	8	5	2	7	6	4	7	3	10	6	68	
Cotinine											-	25		Added 6/25/14
EKG	52	56	34	35	35	44	52	38	40	46	45	40	517	
Vtamin D	53	60	36	42	42	38	46	37	42	41	56	42	535	
Tto/DuoEl	675	000	404		4.57	-								
Tests/Profiles sent to Lab Corp	275	222	191	258	188	221	268	187	223	258	258	235	2784	
Tests/Profiles sent to CHH	26	44	32	37	35	54	44	24	33	22	28	43	422	
Tests/Profiles sent to State	0	0	1	0	0	0	0	0	0	0	0	0	1	

MMBH ANNUAL TEST COUNT	Annual Volume
Comprehensive Metabolic Panel (CMP) (includes 14 tests) CPT code 80053	1338
Albumin	
ALT(SGPT)	
Alkaline Phosphatase	<del> </del>
AST(8GOT)	1
BUN	
Calcium	
Chloride	
CO2	
Creatinine	
Glucose	
Potasslum	-
Sodjum	
Total Bilirubin	
Total Protein	
Basic Metabolic Panel (BMP) (includes 8 tests) CPT code 80048	200
Sedium	283
Polassium	
Chloride	
)O <sub>2</sub>	Maria American
Glucose	
BUN	
<u> Dreathine</u>	
Calolum	
lepatic Function Panel (includes 8 tests) CPT code 80076	611
otal Protein,	011
Alkaline Phosphatase	
Mbumin	
LT(SGFT)	
ST (SGOT)	
otal Bilirubin	
Pirect Ellirubin	
lectrolyte Panel (Includes 4 lesis) CPT code 80051	
cdium	65
otassium	
hloride	
O <sub>2</sub>	
Ipid Profile (includes 3 tests) CPT code 80061	
otal Cholesterol	646
	i
riglycerides	The state of the s

#### ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: MMB1500000003

**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)

[	X]	Addendum No. 1	[]	Addendum No. 6
E	]	Addendum No. 2	[]	Addendum No. 7
[	]	Addendum No. 3	[]	Addendum No. 8
Ι	]	Addendum No. 4	[]	Addendum No. 9
E	]	Addendum No. 5	[]	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.

Company

Authorized Signature

March 9, 2015

Date

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

Revised 6/812012

# SOLICITATION NUMBER: MMB1500000003 Addendum Number: 2

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:**

[4		Modify bid opening date and time
ĺ	1	Modify specifications of product or service being sought
[	I	Attachment of vendor questions and responses
[	j	Attachment of pre-bid sign-in sheet
[	]	Correction of error
[		Other

#### **Description of Modification to Solicitation:**

ADDENDUM NO. 2

- 1) TO CHANGE THE BID OPENING DATE FOR THIS CRFQ TO MARCH 24, 2015 AT 1:30 PM EST.
- 2) TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID.

**END OF ADDENDUM NO. 2** 

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.

# ATTACHMENT A

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: MMB1500000003

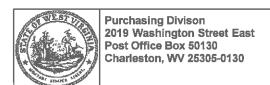
Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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)								
	[	]	Addendum No. 1	I	]	Addendum No. 6		
	[	]	Addendum No. 2	I	]	Addendum No. 7		
	[	]	Addendum No. 3	[	]	Addendum No. 8		
	[	]	Addendum No. 4	[	]	Addendum No. 9		
	[	]	Addendum No. 5	1	]	Addendum No. 10		
further discuss	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.							
						Company		
Authorized Signature								
						Date		

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

Revised 6/8/2012



# State of West Virginia Request for Quotation

Proc Folder: 59506

Doc Description: CHEMISTRY ANALYZER AND REAGENTS

Proc Type: Central Master Agreement

 
 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2015-02-11
 2015-03-10 13:30:00
 CRFQ
 0506 MMB1500000003
 1

**BID RECEIVING LOCATION** 

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

**CHARLESTON** 

WV

25305

US

**VENDOR** 

Vendor Name, Address and Telephone Number:

Siemens Healthcare Diagnostics, Inc.

511 Benedict Avenue

T town, NY 10591

31-8000

Please see the Pricing Page Spreadsheet for complete pricing. The CRFQ Form does not contain all items or quantities necessary for Mildred Mitchell Bateman's needs.

FOR INFORMATION CONTACT THE BUYER

Gregory Clay (304) 558-2566

gregory.c.clay@wv.gov

Signature X

FEIN #95-2802182

DATE 3/10/2015

All offers subject to all terms and conditions contained in this solicitation

Page: 1

FORM ID: WV-PRC-CRFQ-001

INVOICE TO		SHIP TO			
PROCUREMENT OFFICER - 304-525-7801		PROCUREMENT OFFICER - 304-525-7801			
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES			
MILDRED MITCHELL - BATEMAN HOSPIT	AL	MILDRED MITCHELL-BATEMAN HO	SPITAL		
PO BOX 448		1530 NORWAY AVE			
HUNTINGTON WV2	5709	HUNTINGTON	WV 25705		
us		us			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	DIMENSION RXL MAX INTEGRATED CHEMISTRY	1.00000	EA	\$0.0	\$0.0

Comm Code	Manufacturer	Specification	Model #
41115807	SIEMENS OR EQUA		DIMENSION EXL200 INTEGRA

## Extended Description :

## 3.1.1 Dimension RxL Max Integrated Chemistry System or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER -	304-525-7801	PROCUREMENT OFFICE	R - 304-525-7801
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RE	SOURCES
MILDRED MITCHELL - BATE	MAN HOSPITAL	MILDRED MITCHELL-BAT	EMAN HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price	
2	ALBUMIN (ALB), DF13, 480 TEST PER UNIT OR EQUAL	2.00000	UNIT	\$416.16	\$832.32	

Comm Code	Manufacturer	Specification	Model #	
41116004		DF13 OR EQUAL	···	

# Extended Description :

## 3.1.2 Albumin (ALB), DF13, 480 test per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER - 304	4-525-7801
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOUR	RCES
MILDRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATEMAN	N HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	UREA NITROGEN (BUN), DF21, 480 TEST PER UNIT OR EQUAL	2.00000	UNIT	\$416.16	\$832.32

Comm Code	Manufacturer	Specification	Model #	
41116004		DF21 OR EQUAL		

#### **Extended Description:**

3.1 ^ 1 Irea Nitrogen (BUN), DF21, 480 test per unit or equal

IN ETO		SHIP TO	
PROCUREMENT OFFICER	- 304-525-7801	PROCUREMENT OFFICER	R - 304-525-7801
HEALTH AND HUMAN RES	SOURCES	HEALTH AND HUMAN RE	SOURCES
MILDRED MITCHELL - BAT	EMAN HOSPITAL	MILDRED MITCHELL-BAT	EMAN HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	CALCIUM (CA), DF23A, 480 TEST	2.00000	UNIT	\$416.16	\$832.32
	PER UNIT OR EQUAL				

Comm Code	Manufacturer	Specification	Model #	
41116004		DF23-A OR EQUAL		

#### **Extended Description:**

3.1.4 Calcium (CA), DF23A, 480 test per unit or equal

INVOICE TO

PROCUREMENT OFFICER - 304-525-7801

HEALTH AND HUMAN RESOURCES

N RED MITCHELL - BATEMAN HOSPITAL

PO BOX 448

HUNTINGTON

WV25709

HUNTINGTON

WV 25705

US

SHIP TO

PROCUREMENT OFFICER - 304-525-7801

HEALTH AND HUMAN RESOURCES

MILDRED MITCHELL-BATEMAN HOSPITAL

1530 NORWAY AVE

HUNTINGTON

WV 25705

Line	Comm Ln Desc	Qty	Unit issue	Unit Price	Total Price
5	CHOLESTEROL (CHOL), DF27, 480	2.00000	UNIT	\$420.48	\$840.96
	TEST PER UNIT OR EQUAL				

Comm Code	Manutacturer	Specification	Model #	
41116004		DF27 OR EQUAL		

#### **Extended Description:**

3.1.5 Cholesterol (CHOL), DF27, 480 test per unit or equal

INVOICE TO		SHIP TO			
PROCUREMENT OFFICER - 304-525-7801		PROCUREMENT OFFICER	PROCUREMENT OFFICER - 304-525-7801		
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RES	HEALTH AND HUMAN RESOURCES		
MILDRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATI	EMAN HOSPITAL		
PO BOX 448		1530 NORWAY AVE			
HUNTINGTON	WV25709	HUNTINGTON	WV 25705	,	
US		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	CREATININE (CREA), DF33A, 480	2.00000	UNIT	\$416.16	\$832.32
	TEST PER UNIT OR EQUAL				

Comm Code	Manufacturer	Specification	Model #	
41116004		DF33A OR EQUAL		

#### Extended Description:

3.1.6 Creatinine (CREA), DF33A, 480 test per unit or equal INVOICE TO SHIP TO PROCUREMENT OFFICER - 304-525-7801 PROCUREMENT OFFICER - 304-525-7801 **HEALTH AND HUMAN RESOURCES HEALTH AND HUMAN RESOURCES** MILDRED MITCHELL - BATEMAN HOSPITAL MILDRED MITCHELL-BATEMAN HOSPITAL **PO BOX 448** 1530 NORWAY AVE HUNTINGTON WV25709 HUNTINGTON WV 25705 US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	ENZYMATIC CO2 (ECO2), DF137,	3.00000	UNIT	\$312.12	\$936.36
	300 TEST PER UNIT OR EQUAL				

Comm Code	Manufacturer	Specification	Model #	
41116004		DF137 OR EQUAL		

#### Extended Description:

3.1.7 Enzymatic CO2 (ECO2), DF137, 360 test per unit or equal. INVOICE TO SHIP TO PROCUREMENT OFFICER - 304-525-7801 PROCUREMENT OFFICER - 304-525-7801 **HEALTH AND HUMAN RESOURCES HEALTH AND HUMAN RESOURCES** MILDRED MITCHELL - BATEMAN HOSPITAL MILDRED MITCHELL-BATEMAN HOSPITAL **PO BOX 448** 1530 NORWAY AVE WV25709 **HUNTINGTON** HUNTINGTON WV 25705 US

9 OLICOSE (CLU) DE40 000 TEOT 2 000000 LINIT duringto and 2.4 CC	Line Comm Ln Desc	Qty	Unit issue	Unit Price	Total Price
PER UNIT OR EQUAL	8 GLUCOSE (GLU), DF40	960 TEST 2.00000	UNIT	duplicate, see	3.1.63

Comm Code	Manufacturer	Specification	Model #	
41116004		DF40 OR EQUAL		
1				

#### **Extended Description:**

# 3.1 ^ Slucose (GLU), DF40, 960 test per unit or equal

IN ETO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801		PROCUREMENT OFFICER	R - 304-525-7801
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RE	SOURCES
MILDRED MITCHELL - BATEMAN HOSPITAL		MILDRED MITCHELL-BAT	EMAN HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	PHOSPHORUS (PHOS), DF61, 480 TEST PER UNIT OR EQUAL	2.00000	ÚNIT	\$420.48	\$840.96

Comm Code	Manufacturer	Specification	Model #	
41116004	•	DF61 OR EQUAL		

#### Extended Description:

### 3.1.9 Phosphorus (PHOS), DF61, 480 test per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801		PROCUREMENT OFFICER - 304-5	25-7801
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCE	ES
MIL DRED MITCHELL - BATEMAN HOSPITAL		MILDRED MITCHELL-BATEMAN H	OSPITAL
F )X 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	TOTAL BILIRUBIN (TBIL), DF67A,	2.00000	UNIT	\$416.16	\$832.32
	480 TEST PER HNIT OR FOHAL				

Comm Code	Manufacturer	Specification	Model #	
41116004		DF67A OR EQUAL		

### **Extended Description:**

3.1.10 Total Bilirubin (TBIL), DF67A, 480 test per unit or equal

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-525-7801	PROCUREMENT OFFICER - 304-525-7801
HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL	HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL
PO BOX 448	1530 NORWAY AVE
HUNTINGTON WV25709	HUNTINGTON WV 25705
us	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	TOTAL PROTEIN (TPROT), DF73, 480 TEST PER UNIT OR EQUAL	2.00000	UNIT	\$416.16	\$832.32

Comm Code	Manufacturer	Specification	Model #	
41116004		DF73 OR EQUAL		

# 3.1.11 Total Protein (TPROT), DF73, 480 test per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER -	304-525-7801
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN RESC	DURCES
MILDRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATEN	MAN HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price	
12	URIC ACID (URCA), DF77, 480 TEST PER UNIT OR EQUAL	2.00000	UNIT	\$420.48	\$840.96	

Comm Code	Manufacturer	Specification	Model #	
41116004		DF77 OR EQUAL		

### Extended Description :

# 3.1.12 Uric Acid (URCA), DF77, 480 test per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFIC	ER - 304-525-7801	PROCUREMENT OFFICER - 304-525-7801	
HEALTH AND HUMAN R	ESOURCES	HEALTH AND HUMAN RESOURCES	
MILDRED MITCHELL - B	ATEMAN HOSPITAL	MILDRED MITCHELL-BATEMAN HOSPITAL	
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON WV 257	05
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	ALKALINE PHOSPHATE (ALP), DF15A, 360 TEST PER UNIT OR	3.00000	UNIT	\$312.12	\$936.36

Comm Code	Manufacturer	Specification	Model #	
41116004		DF77 OR EQUAL		-

3.1 42 Alkaline Phosphate (ALP), DF15A, 360 test per unit or equal

IN ETO		SHIP TO	
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER - 304	-525-7801
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN RESOURCE	CES
MILDRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATEMAN	HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price	
14	CREATININE KINASE (CK), DF29A, 480 TEST PER UNIT OR EQUAL	2.00000	UNIT	\$420.48	\$840.96	

Comm Code	Manufacturer	Specification	Model #	
41116004		DF29A OR EQUAL		

#### **Extended Description:**

3.1.14 Creatinine Kinase (CK), DF29A, 480 test per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801		PROCUREMENT OFFICER -	304-525-7801
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN RESO	URCES
MII DRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATEM	AN HOSPITAL
F )X 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	DIRECT BILIRUBIN (DBIL), DF25A, 320 TEST PER UNIT OR EQUAL	3.00000	UNIT	\$280.32	\$840.96

Comm Code	Manufacturer	Specification	Model #	
41116004		DF25A OR EQUAL		

#### Extended Description :

3.1.15 Direct Bilirubin (DBIL), DF25A, 320 test per unit or equal

INVOICE TO		SHIP TO		
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER	R - 304-525-7801	
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN RE	SOURCES	
MILDRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BAT	EMAN HOSPITAL	
PO BOX 448		1530 NORWAY AVE		A 1
HUNTINGTON	WV25709	HUNTINGTON	WV 25705	20001
us		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	GAMMA GLUTANYL	3.00000	UNIT	\$252.29	\$756.87
	TRANSFERASE (GGT), DF45A	288			

Comm Code	Manufacturer	Specification	Model #	
41116004		DF45A OR EQUAL		

3.1.16 Gamma Glutanyi Transferase (GGT), DF45A, 288 test per unit or equal-INVOICE TO SHIP TO PROCUREMENT OFFICER - 304-525-7801 PROCUREMENT OFFICER - 304-525-7801 **HEALTH AND HUMAN RESOURCES HEALTH AND HUMAN RESOURCES** MILDRED MITCHELL - BATEMAN HOSPITAL MILDRED MITCHELL-BATEMAN HOSPITAL **PO BOX 448** 1530 NORWAY AVE WV25709 **HUNTINGTON** HUNTINGTON WV 25705 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	ASPARTARTE	3.00000	UNIT	\$312.12	\$936.36
	AMINUTRANSFERASE (AST),		<del>-</del>		

Comm Code	Manufacturer	Specification	Model #	
41116004		DF41A OR EQUAL		

#### Extended Description:

3.1.17 Aspartate Aminotransferase (AST), DF41A, 360 test per unit or equal

INVOICE TO

PROCUREMENT OFFICER - 304-525-7801

HEALTH AND HUMAN RESOURCES

MILDRED MITCHELL - BATEMAN HOSPITAL

PO BOX 448

HUNTINGTON

WV25709

HUNTINGTON

WV 25705

US

Line	Comm Ln Desc	Qty	Unit issue	Unit Price	Total Price
18	ALANINE AMINOTRANSFERASE	3.00000	UNIT	\$208.08	\$624.24
	(ALT), DE43A, 240 TEST PER UNIT				

Comm Code	Manufacturer	Specification	Model #
41116004		DF43A OR EQUAL	

3.142 Alanine Aminotransferase (ALT), DF43A, 240 test per unit or equal

IN ETO		SHIP TO		
PROCUREMENT OFFICER	- 304-525-7801	PROCUREMENT OFFICER	c - 304-525-7801	
HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL			HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL	
PO BOX 448		1530 NORWAY AVE		
HUNTINGTON	WV25709	HUNTINGTON	WV 25705	
us		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	LACTIC DEHYDROGENASE (LDH), DF53A, 480 TEST PER UNIT OR	2.00000	UNIT	\$420.48	\$840.96

Model #	Specification	Manufacturer	Comm Code
	DF53A OR EQUAL		41116004
	DI 33A ON EQUAL		71110004

#### Extended Description :

3.1.19 Lactic Dehydrogenase (LDH), DF53A, 480 test per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER -	304-525-7801
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN RESO	URCES
MII DRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATEM	IAN HOSPITAL
K )X 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	TRIGLYCERIDE (TGL), DF69A, 480 TEST PER UNIT OR EQUAL	2.00000	UNIT	\$420.48	\$840.96

Comm Code	Manufacturer	Specification	Model #	
41116004		DF69A OR EQUAL		

# Extended Description :

3.1.20 Triglyceride (TGL), DF69A, 480 test per unit or equal

INVOICE TO		SHIP TO		
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER	- 304-525-7801	
HEALTH AND HUMAN RE	ESOURCES	HEALTH AND HUMAN RES	SOURCES	
MILDRED MITCHELL - BA	ATEMAN HOSPITAL	MILDRED MITCHELL-BATI	EMAN HOSPITAL	
PO BOX 448		1530 NORWAY AVE		
HUNTINGTON	WV25709	HUNTINGTON	WV 25705	
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	AMMONIA (AMON), DF19, 120 TEST PER UNIT OR EQUAL	5.00000	UNIT	\$201.24	\$1,000.20

Comm Code	Manufacturer	Specification	Mode! #	
41116004	·	DF19 OR EQUAL		

# 3.1.21 Ammonia (AMON), DF19, 120 test per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER	- 304-525-7801
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN RES	SOURCES
MILDRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATE	EMAN HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	AMYLASE (AMY), DF17A, 240 TEST PER UNIT OR EQUAL	3.00000	UNIT	\$328.56	\$985.68

Comm Code	Manufacturer	Specification	Model #	
41116004		DF17A OR EQUAL		

# Extended Description :

# 3.1.22 Amylase (AMY), DF17A, 240 test per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER - 304-525-7	7801
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN RESOURCES	
MILDRED MITCHELL - BA	ATEMAN HOSPITAL	MILDRED MITCHELL-BATEMAN HOSE	PITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	W 25705
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	IRON (IRN), DF49A, 240 TEST PER UNIT OR EQUAL	3.00000	UNIT	\$402.48	\$1,207.44

Comm Code	Manufacturer	Specification	Model #	
41116004		DF49A OR EQUAL		

Iron "RN), DF49A, 240 test per unit or equal

IN ETO		SHIP TO	
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER	R - 304-525-7801
HEALTH AND HUMAN RI	SOURCES	HEALTH AND HUMAN RE	SOURCES
MILDRED MITCHELL - BA	ATEMAN HOSPITAL	MILDRED MITCHELL-BATI	EMAN HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	LIPASE (LIP), DF55A, 120 TEST PER UNIT OR EQUAL	5.00000	UNIT	\$201.24	\$1,006.20

Comm Code	Manufacturer	Specification	Model #	 	
41116004		DF55A OR EQUAL			

#### Extended Description:

3.1.24 Lipase (LIP), DF55A, 120 test per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER	- 304-525-7801	PROCUREMENT OFFICE	R - 304-525-7801
HEALTH AND HUMAN RES	OURCES	HEALTH AND HUMAN RE	SOURCES
MIL DRED MITCHELL - BAT	EMAN HOSPITAL	MILDRED MITCHELL-BAT	EMAN HOSPITAL
F )X 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	MAGNESIUM (MG), DF57, 120 TEST PER UNIT OR EQUAL	5.00000	UNIT	\$164.28	\$821.40

Comm Code	Manufacturer	Specification	Model #	
41116004		DF57 OR EQUAL		

# Extended Description :

3.1.25 Magnesium (MG), DF57, 120 test per unit or equal

INVOICE TO		SHIP TO		
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER	- 304-525-7801	
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN RES	DURCES	
MILDRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATE	MAN HOSPITAL	
PO BOX 448		1530 NORWAY AVE		
HUNTINGTON	WV25709	HUNTINGTON	WV 25705	
US		us		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	CARBAMAZEPINE (CRBM), DF87. 80 TEST PER UNIT OR EQUAL	1.00000	UNIT	\$193.68	\$193.68

Comm Code	Manufacturer	Specification	Model #	
41116004		DF87 OR EQUAL		

# 3.1.26 Carbamazepine (CRBM), DF87, 80 test per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER -	304-525-7801
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN RESO	URCES
MILDRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATEM	AN HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		บร	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	PHENOBARBITAL (PHNO), DF60, 80 TEST PER UNIT OR EQUAL	1.00000	UNIT	\$193.68	\$193.68

Comm Code	Manufacturer	Specification	Model #	
41116004		DF60 OR EQUAL		

# Extended Description :

# 3.1.27 Phenobarbital (PHNO), DF60, 80 test per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER - 304-525-7801	
HEALTH AND HUMAN R	ESOURCES	HEALTH AND HUMAN RESOURCES	
MILDRED MITCHELL - BA	ATEMAN HOSPITAL	MILDRED MITCHELL-BATEMAN HOSPITAI	-
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON WV 2	25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	PHENYTOIN (PTN), DF64, 112 TEST PER UNIT OR EQUAL	2.00000	UNIT	\$271.15	\$542.30

Comm Code Manufacturer		Specification	Model #	
41116004		DF64 OR EQUAL		

3.1.22 Phenytoin (PTN), DF64, 112 test per unit or equal

IN ETO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801		PROCUREMENT OFFICER - 304-52	5-7801
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	5
MILDRED MITCHELL - BAT	EMAN HOSPITAL	MILDRED MITCHELL-BATEMAN HO	SPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	VALPROIC ACID (VALP), DF78, 80 TEST PER UNIT OR EQUAL	6.00000	UNIT	\$193.68	\$1,162.08

Comm Code	Manufacturer Specification		Model #	
41116004		DF78 OR EQUAL	···	

#### Extended Description :

3.1.29 Valproic Acid (VALP), DF78, 80 test per unit or equal

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-525-7801	PROCUREMENT OFFICER - 304-525-7801
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
MII DRED MITCHELL - BATEMAN HOSPITAL	MILDRED MITCHELL-BATEMAN HOSPITAL
F JX 448	1530 NORWAY AVE
HUNTINGTON WV25709	HUNTINGTON WV 25705
US	us

٢	Line		Qty	Unit Issue	Unit Price	Total Price
	30	TOTAL PROSTATE SPECIFIC ANTIGEN (TPSA), RF451, 120 TEST	1.00000	UNIT	\$553.32	\$553.32

Model #	Specification	Manufacturer	Comm Code
	RF451 OR EQUAL		41116004
			1

#### Extended Description:

3.1.30 Total Prostate Specific Antigen (TPSA), RF451, 120 test per unit or equal

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-525-7801	PROCUREMENT OFFICER - 304-525-7801
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
MILDRED MITCHELL - BATEMAN HOSPITAL	MILDRED MITCHELL-BATEMAN HOSPITAL
PO BOX 448	1530 NORWAY AVE
HUNTINGTON WV25709	HUNTINGTON WV 25705
us	us

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	HDL CHOLESTEROL AUTOMATED (AHDL), DF48A, 240 TEST PER	4.00000	UNIT	\$328.56	\$1,314.24

Comm Code	Manufacturer	Specification	Model #	
41116004		DF48A OR EQUAL		

# 3.1.31 HDL Cholesterol Automated (AHDL), DF48A, 240 test per unit or equal

INVOICE TO		SHIP TO			
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER	PROCUREMENT OFFICER - 304-525-7801		
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RES	OURCES		
MILDRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATE	MAN HOSPITAL		
PO BOX 448		1530 NORWAY AVE			
HUNTINGTON	WV25709	HUNTINGTON	WV 25705		
us		us			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	IRON BINDING (IBCT), DF84, 240 TEST PER UNIT OR EQUAL	1.00000	UNIT	\$402.48	\$402.48

Comm Code	Manufacturer	Specification	Model #	<u>-</u>
41116004		DF84 OR EQUAL		

#### **Extended Description:**

# 3.1.32 Iron Binding (IBCT), DF84, 240 test per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER	R - 304-525-7801	PROCUREMENT OFFICER - 304-52	5-7801
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN RESOURCES	s
MILDRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATEMAN HO	SPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4733	AMMONIA (AMON) CALIBRATOR, DC25, 1 SET/3 LEVELS PER UNIT	4.00000	UNIT	\$47.70	\$190.80

Comm Code	Manufacturer	Specification	Model #	
41116004		DC25 OR EQUAL		

# 3.1 and Ammonia (AMON) Calibrator, DC25, 1 set/3 levels per unit or equal

IN ETO		SHIP TO	
PROCUREMENT OFFICER	- 304-525-7801	PROCUREMENT OFFICER	R - 304-525-7801
HEALTH AND HUMAN RES	OURCES	HEALTH AND HUMAN RE	SOURCES
MILDRED MITCHELL - BAT	EMAN HOSPITAL	MILDRED MITCHELL-BAT	EMAN HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	CHEM I CALIBRATOR, DC18A, 1 SET/3 LEVELS PER UNIT OR	4.00000	UNIT	\$48.36	\$193.44

Comm Code	Manufacturer	Specification	Model #	
41116004		DC18A OR EQUAL		

#### Extended Description:

#### 3.1.34 CHEM I Calibrator, DC18A, 1 set/3 levels per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER	PROCUREMENT OFFICER - 304-525-7801		4-525-7801
HEALTH AND HUMAN RES	OURCES	HEALTH AND HUMAN RESOUR	RCES
MII DRED MITCHELL - BAT	EMAN HOSPITAL	MILDRED MITCHELL-BATEMAN	N HOSPITAL
x 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	CHEM II CALIBRATOR, DC20, 1 SET/3 LEVELS PER UNIT OR	4.00000	UNIT	\$55.70	\$222.80

Comm Code	Manufacturer	Specification	Model #	
41116004		DC20 OR EQUAL		
1				

#### Extended Description :

3.1.35 CHEM II Calibrator, DC20, 1 set/3 levels per unit or equal

INVOICE TO		SHIP TO		
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER - 304-525-7801		
HEALTH AND HUMAN RE		HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL		
PO BOX 448	TEMAR HOU! HAL	1530 NORWAY AVE	LIVIAN HOSPITAL	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705	4: 3
us		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	CHOLESTEROL (CHOL) CALIBRATOR, DC16, 1 SET/3	4.00000	UNIT	\$35.53	\$142.12

anufacturer	Specification	Model #
	DC16 OR EQUAL	
-	anufacturer	

# 3.1.36 Cholesterol (CHOL) Cailbrator, DC16, 1 set/3 levels per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICE	PROCUREMENT OFFICER - 304-525-7801		- 304-525-7801
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RES	OURCES
MILDRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATE	MAN HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price	
37	CREATININE KINASE (CK) VERIFIER, DC26, 1 SET/3 LE	4.00000 VELS	UNIT	63.11	252.44	

Comm Code	Manufacturer	Specification	Model #	
41116004		DC26 OR EQUAL DC32		-

#### **Extended Description:**

# 3.1.37 Creatinine Kinase (CK) Verifier, DC26, 1 set/ 3 levels per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525	-7801	PROCUREMENT OFFICER - 304-525-7801	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	8
MILDRED MITCHELL - BATEMAN HO	DSPITAL	MILDRED MITCHELL-BATEMAN HO	SPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	ENZYMATIC CO2 (ECO2) CALIBRATOR, DC137, 1 SET/3	4.00000	UNIT	\$47.40	\$189.60

Comm Code	Manufacturer	Specification	Model #	
41116004		DC137 OR EQUAL		

3.1/22 Enzymatic CO2 (ECO2) Calibrator, DC137, 1 set/3 levels per unit or equal

IN ETO		SHIP TO	
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER	- 304-525-7801
HEALTH AND HUMAN RI MILDRED MITCHELL - BA		HEALTH AND HUMAN RES MILDRED MITCHELL-BATE	
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	IRON (IRN)/TOTAL BINDING CAPACITY (TIBC) CALIBRATOR,	2.00000	UNIT	\$34.33	\$68.66

Comm Code	Manufacturer	Specification	Model #	
41116004		DC21 OR EQUAL DC85	<del></del>	

#### Extended Description :

3.1.39 Iron (IRN)/Total Iron Binding Capacity (TIBC) Calibrator, DC21, 1 set/3 levels per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801		PROCUREMENT OFFICER	R - 304-525-7801
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RE	SOURCES
MII DRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BAT	EMAN HOSPITAL
A JX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	LIPASE (LIP) VERIFIER, DC15A, 1 SET/3 LEVELS PER UNIT OR EQU	3.00000	UNIT	63.26	189.60

Comm Code	Manufacturer	Specification	Model#	
41116004		DC15A OR EQUAL		

#### Extended Description :

3.1.40 Lipase (LIP) Verifier, DC15A, 1 set/3 levels per unit or equal

INVOICE TO		SHIP TO		
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER	R - 304-525-7801	
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN RE	SOURCES	
MILDRED MITCHELL - BA	ATEMAN HOSPITAL	MILDRED MITCHELL-BATI	EMAN HOSPITAL	
PO BOX 448		1530 NORWAY AVE		
HUNTINGTON	WV25709	HUNTINGTON	WV 25705	
us		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
41	TOTAL BILIRUBIN (TBIL)/DIRECT BILIRUBIN (DBIL) CALIBRATOR, D	3.00000	UNIT	\$67.36	\$202.08

Comm Code	Manufacturer	Specification	Model #	
41116004	-	DC17 OR EQUAL DC167		

# 3.1.41 Total Bilirubin (TBIL)/Direct Bilirubin (DBIL) Calibrator, DC17, 1 set/3 levels per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER	l - 304-525-7801
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN RES	SOURCES
MILDRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATE	EMAN HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
42	TOTAL PROTEIN (TP)/ALBUMIN (ALB) CALIBRATOR, DC31, 1 SET/3	3.00000	UNIT	\$49.00	\$147.00

Comm Code	Manufacturer	Specification	Model #	
41116004		DC31 OR EQUAL	<del></del> -	

#### **Extended Description:**

# 3.1.42 Total Protein/ (TP)/Albumin (ALB) Calibrator, DC31, 1 set/3 levels per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER - 304-52	5-7801
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN RESOURCES	s
MILDRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATEMAN HO	SPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
43	TOTAL/FREE PROSTATE SPECIFIC ANTIGEN (T/FPSA) CALIBRATOR,	2.00000	UNIT	\$89.28	\$178.56

Comm Code	Manufacturer	Specification	Model #	
41116004		RC452 OR EQUAL		

# 3.1.42 Total/Free Prostate Specific Antigen (T/FPSA) Calibrator, RC452, 1 set/3 levels per unit or equal

IN ETO		SHIP TO			
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICE	R - 304-525-7801		
HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL			HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL		
PO BOX 448		1530 NORWAY AVE			
HUNTINGTON	WV25709	HUNTINGTON	WV 25705		
US		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
44	CUVETTE CARTRIDGE, D828, 12,000 TEST PER UNIT OR EQUAL	40.00000	UNIT	\$231.37	\$9254.80

Comm Code	Manufacturer	Specification	Model #	
41116004	<u>:</u>	D828 OR EQUAL		

#### **Extended Description:**

#### 3.1.44 Cuvette Cartridge, D828, 12,000 test per unit or equal

INVOICETO		SHIP TO	
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER - 304-525	-7801
HEALTH AND HUMAN RE	ESOURCES	HEALTH AND HUMAN RESOURCES	
MII DRED MITCHELL - BA	ATEMAN HOSPITAL	MILDRED MITCHELL-BATEMAN HOS	SPITAL
A 3X 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
45	ENZYME DILUENT (ED), 10 BTL/10 ML PER UNIT OR EQUAL	2.00000	UNÎT	\$51.69	\$103.38

Comm Code	ode Manufacturer Specification		Model #	
41116004		ED OR EQUAL		

#### Extended Description :

3.1.45 Enzyme Diluent (ED), 10 btl/10 ml per unit or equal

INVOICE TO		SHIP TO			
PROCUREMENT OFFICER - 304-525-7801		PROCUREMENT OFFICER - 304-525-7801			
HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL			HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL		
PO BOX 448		1530 NORWAY AVE			
HUNTINGTON	WV25709	HUNTINGTON	WV 25705	V <sub>i</sub>	
US		us			

	Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
Ĺ	46	PRINTER PAPER-RXL, D829, 6 ROLLS/80 FT PER UNIT OR EQUAL	12.00000	UNIT	\$93.68	\$1,124.16

Comm Code	Manufacturer	Specification	Model #	
14111507		D829 OR EQUAL		

# 3.1.46 Printer Paper -RxL, D829, 6 rolls/80 ft per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER	R - 304-525-7801
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN RES	SOURCES
MILDRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATE	EMAN HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
47	SAMPLE DILUENT -SD PLUS, SD PLUS, 2 BTL/50 ML PER UNIT OR	2.00000	UNIT	\$47.85	\$95.70

Comm Code	Manufacturer	Specification	Model #	
41116004	-	SD PLUS OR EQUAL		

# Extended Description :

# 3.1.47 Sample Diluent -SD Plus, SD Plus, 2 btl/50 ml per unit or equal

INVOICE TO	SHIP TO	
PROCUREMENT OFFICER - 304-525-7801	PROCUREMENT OFFICER -	304-525-7801
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESO	URCES
MILDRED MITCHELL - BATEMAN HOSPITAI	- MILDRED MITCHELL-BATEM	1AN HOSPITAL
PO BOX 448	1530 NORWAY AVE	
HUNTINGTON WV257	HUNTINGTON	WV 25705
us	US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
48	SMALL SAMPLE CUPS D8C5, 1,000 TEST PER UNIT OR EQUAL	7.00000	UNIT	\$44.35	\$310.45

Comm Code	Manufacturer	Specification	Model #	
41116004		D8C5 OR EQUAL		

3.1.48 Small Sample Cups D8C5, 1,000 test per unit or equal

IN ETO	SHIP TO
PROCUREMENT OFFICER - 304-525-7801	PROCUREMENT OFFICER - 304-525-7801
HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL	HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL
PO BOX 448	1530 NORWAY AVE
HUNTINGTON WV25709	HUNTINGTON WV 25705
us	us

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
49	SAMPLE CUPS WITH LIDS, DSC4, 1,000 TEST PER UNIT OR EQUAL	1.00000	UNIT	\$27.98	\$27.98

Manufacturer	Specification	Model #	
<del></del>	DSC4 OR EQUAL		

#### Extended Description :

3.1.49 Sample Cups with Lids, DSC4, 1,000 test per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER -	304-525-7801
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN RESC	OURCES
MILDRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATEM	MAN HOSPITAL
F )X 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
50	CHEM WASH, RD701, 1 BTL/1800 ML PER UNIT OR EQUAL	2.00000	UNIT	\$30.26	\$60.52

Comm Code	Manufacturer	Specification	Model #	
41116004		RD70 OR EQUAL		

#### Extended Description :

3.1.50 Chem Wash, RD701, 1 btl/1800 ml per unit or equal

INVOICE TO		SHIP TO		
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER	R - 304-525-7801	
HEALTH AND HUMAN RE MILDRED MITCHELL - BA		HEALTH AND HUMAN RES		
PO BOX 448		1530 NORWAY AVE		
HUNTINGTON	WV25709	HUNTINGTON	WV 25705	Vi #/
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
51	IMT PROBE CLEANER, RD704, 12 BTL PER UNIT OR EQUAL	2.00000	ÜNİT	not needed for	the EXL

Comm Code	Manufacturer	Specification	Model #	
41116004		RD704 OR EQUAL		
ĺ				

# 3.1.51 IMT Probe Cleaner, RD704, 12 btl per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER	- 304-525-7801
HEALTH AND HUMAN RE		HEALTH AND HUMAN RES	
PO BOX 448		1530 NORWAY AVE	VIANTIOOT TEAL
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
52	REAGENT PROBE CLEANER, RD702, 1 BTL/500 ML PER UNIT OR	30.00000	UNIT	\$17.49	\$524.70

Comm Code	Manufacturer	Specification	Model #	
41116004		RD702 OR EQUAL		

# Extended Description :

# 3.1.52 Reagent Probe Cleaner, RD702, 1 btl/500 ml per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER - 304-52	5-7801
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN RESOURCES	5
MILDRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATEMAN HO	SPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
53	REV HETEROGENOUS MOD VESSELS, RXV1A, 1,000 TEST PER	10.00000	UNIT	\$41.05	\$410.50

Comm Code	Manufacturer	Specification	Model #	
41116004		RXV1A OR EQUAL		

3.1 50 Rev Heterogenous Mod Vessels, RXV1A, 1,000 test per unit or equal

IN ETO		SHIP TO	
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICE	R - 304-525-7801
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RE	ESOURCES
MILDRED MITCHELL - BA	ATEMAN HOSPITAL	MILDRED MITCHELL-BA	TEMAN HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
54	SAMPLE PROBE CLEANER, RD70G, 1 BTL/1,000 ML PER UNIT	8.00000	UNIT	\$23.24	\$185.92

Comm Code	Manufacturer	Specification	Model #	
41116004	<del></del>	RD70G OR EQUAL	<del></del>	

#### Extended Description:

3.1.54 Sample Probe Cleaner, RD70G, 1 btl/1,000 ml per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER	- 304-525-7801	PROCUREMENT OFFICER - 304-5	25-7801
HEALTH AND HUMAN RES	SOURCES	HEALTH AND HUMAN RESOURC	ES
MILDRED MITCHELL - BAT	TEMAN HOSPITAL	MILDRED MITCHELL-BATEMAN H	OSPITAL
F )X 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
55	QUICKLYTB DILUTION CHECK, \$640, 3 BAGS/1,000 ML PER UNIT	4.00000	UNIT	\$16.78	\$67.12

Comm Code	Manufacturer	Specification	Model #	
41116004		S640 OR EQUAL		

#### Extended Description :

3.1.55 QuickLYTB Dilution Check, S640, 3 bags/1,000 ml per unit or equal

INVOICE TO		SHIP TO		
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER - 304-525-7801		
HEALTH AND HUMAN REMILDRED MITCHELL - BA		HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL		
PO BOX 448		1530 NORWAY AVE		
HUNTINGTON	WV25709	HUNTINGTON	WV 25705	1. /
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
56	QUICKLYTB FLUSH SOLUTION, S630, 3 BAGS/1,000 ML PER UNIT	4.00000	UNIT	\$135.77	\$543.08

# 3.1.56 QuickLYTB Flush Solution, S630, 3 bags/1,000 ml per unit or equal

INVOICE TO		SHIP TO			
PROCUREMENT OFFICER - 3	04-525-7801	PROCUREMENT OFFICE	R - 304-525-7801		
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RE	HEALTH AND HUMAN RESOURCES		
MILDRED MITCHELL - BATEM	AN HOSPITAL	MILDRED MITCHELL-BAT	EMAN HOSPITAL		
PO BOX 448		1530 NORWAY AVE			
HUNTINGTON	WV25709	HUNTINGTON	WV 25705		
us		US			

	line Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	QUICKLYTB IMT CARTRIDGE S600, 4 CARTRIDGES PER U	, 16.00000 NIT	UNIT	\$141.92	\$2,270.72

Comm Code	Manufacturer	Specification	Model #	
41116004		S600 OR EQUAL	· · · · · · · · · · · · · · · · · · ·	

### Extended Description :

# 3.1.57 QuickLYTB IMT Cartridge, S600. 4 cartridges per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER -	304-525-7801	PROCUREMENT OFFICER	- 304-525-7801
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RES	OURCES
MILDRED MITCHELL - BATE	MAN HOSPITAL	MILDRED MITCHELL-BATE	MAN HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
58	QUICKLYTB SAMPLE DILUENT, S635, 1 BTL/500 ML PER UNIT OR	10.00000	UNIT	\$66.17	\$661.70

Comm Code	Manufacturer	Specification	Model #	
41116004		S635 OR EQUAL		

# 3.½ 50 QuickLYTB Sample Diluent, S635, 1 btl/500 ml per unit or equal

IN ETO		SHIP TO	- 1
PROCUREMENT OFFICER	- 304-525-7801	PROCUREMENT OFFICE	ER - 304-525-7801
HEALTH AND HUMAN RES		HEALTH AND HUMAN RE	ESOURCES
MILDRED MITCHELL - BAT	EMAN HOSPITAL	MILDRED MITCHELL-BAT	TEMAN HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
59	QUICKLYTB STANDARD A, S620, 3 BAGS/1,000 ML PER UNIT OR	12.00000	UNIT	\$135.77	\$1,629.24

Comm Code	Manufacturer	Specification	Model #	
41116004		S620 OR EQUAL		

#### Extended Description:

#### 3.1.59 QuickLYTB Standard A, S620, 3 bags/1,000 ml per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER	t - 304-525-7801
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN RES	SOURCES
MJI DRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATE	EMAN HOSPITAL
F )X 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
60	QUICKLYTB STANDARD B, S625, 3 BAGS/1,000 ML PER UNIT	7.00000	UNIT	\$135.77	\$950.39

Comm Code	Manufacturer	Specification	Model #	
41116004		S625 OR EQUAL		

# Extended Description :

3.1.60 QuickLYTB Standard B, S625, 3 bags/1,000 ml per unit or equal

INVOICE TO		SHIP TO		
PROCUREMENT OFFICER	- 304-525-7801	PROCUREMENT OFFICER	- 304-525-7801	
HEALTH AND HUMAN RES	OURCES	HEALTH AND HUMAN RES	OURCES	
MILDRED MITCHELL - BAT	EMAN HOSPITAL	MILDRED MITCHELL-BATE	MAN HOSPITAL	
PO BOX 448		1530 NORWAY AVE		
HUNTINGTON	WV25709	HUNTINGTON	WV 25705	
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
61	SALT BRIDGE SOLUTION, D105, 3 BTL/150 ML PER UNIT OR EQUAL	6.00000	UNIT	\$36.45	\$218.70

Comm Code	Manufacturer	Specification	Model #	
41116004	-	D105 OR EQUAL		

# 3.1.61 Salt Bridge Solution, D105, 3 btl/150 ml per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICE	R - 304-525-7801	PROCUREMENT OFFICER	- 304-525-7801
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN RESC	OURCES
MILDRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATEI	MAN HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price	
62	REAGENT PROBE TIP, 715871.505, 48,000 TEST PER UNIT OR EQUAL	3.00000	UNIT	\$0.0	\$0.0	

Comm Code	Manufacturer	Specification	Model #	
41116004		715871.505 OR EQUAL		

# Extended Description :

### 3.1.62 Reagent Probe Tip, 715871.505, 48,000 test per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER	- 304-525-7801	PROCUREMENT OFFICER - 3	04-525-7801
HEALTH AND HUMAN RES	OURCES	HEALTH AND HUMAN RESOL	JRCES
MILDRED MITCHELL - BAT	EMAN HOSPITAL	MILDRED MITCHELL-BATEMA	AN HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		บร	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
63	LIQUID GLUCOSE (GLUC), DF40, 1,440 TEST PER UNIT OR EQUAL	3.00000	UNIT	\$1,248.48	\$3,745.44

Comm Code	Manufacturer	Specification	Model #	
41116004		DF40 OR EQUAL		

3.1 ^2 Liquid Glucose (GLUC), DF40, 1,440 test per unit or equal

IN ETO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801		PROCUREMENT OFFICE	R - 304-525-7801
HEALTH AND HUMAN RESOU		HEALTH AND HUMAN RE	ESOURCES
MILDRED MITCHELL - BATEMA	AN HOSPITAL	MILDRED MITCHELL-BAT	ΓΕΜΑΝ HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
64	LITHIUM (LI), DF132, 80 TEST PER UNIT OR EQUAL	4.00000	UNIT	\$193.68	\$774.72

Comm Code	Manufacturer	Specification	Model #	-
41116004		DF132 OR EQUAL		

# Extended Description :

3.1.64 Lithium (LI), DF132, 80 test per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICE	₹ - 304-525-7801	PROCUREMENT OFFICER	R - 304-525-7801
HEALTH AND HUMAN RE	SOURCES	HEALTH AND HUMAN RE	SOURCES
MII DRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATE	EMAN HOSPITAL
F )X 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		us	(7)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
65	AUTOMATED LDL CHOLESTEROL (ALDL), DF131, 120 TEST PER UNIT	16.00000	UNIT	\$453.48	\$7,255.68

Comm Code	Manufacturer	Specification	Model #	<del>_</del>
41116004		DF131 OR EQUAL		

#### **Extended Description:**

3.1.65 Automated LDL Cholesterol (ALDL), DF131, 120 test per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801		PROCUREMENT OFFICER - 304	-525-7801
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOUR	CES
MILDRED MITCHELL - BAT	EMAN HOSPITAL	MILDRED MITCHELL-BATEMAN	HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
66	AUTOMATED LDL CHOLESTEROL (ALDL) CALIBRATOR, DC131, 1	6.00000	UNIT	\$74.28	\$445.68

Comm Code	Manufacturer	Specification	Model #	
41116004		DC131 OR EQUAL		

# 3.1.66 Automated LDL Cholesterol (ALDL) Calibrator, DC131, 1 set/5 levels per unit or equal

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801		PROCUREMENT OFFICER - 3	04-525-7801
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOU	RCES
MILDRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATEMA	N HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
us		us	

Line	Comm Ln Desc	Qfy	Unit Issue	Unit Price	Total Price
67	INSTALLATION AND TRAINING	1.00000	EA	\$0.0	\$0.0
ì					

Comm Code	Manufacturer	Specification	Model #	
80111504				·

#### Extended Description :

# 3.1.67 Installation and Training

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801		PROCUREMENT OFFICER - 3	304-525-7801
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOL	URCES
MILDRED MITCHELL - BA	TEMAN HOSPITAL	MILDRED MITCHELL-BATEM	AN HOSPITAL
PO BOX 448		1530 NORWAY AVE	
HUNTINGTON	WV25709	HUNTINGTON	WV 25705
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
68	MAINTENANCE	1.00000	EA	\$0.0	\$0.0
1					

Comm Code	Manufacturer	Specification	Model #	
73152101				

3.1 00 Maintenance

# CRQM MMB1500000001 Blanket Contract for Reagents/Consumables for use in Chemistry Analyzer Price sheet

Item	Estimated					
No.	Annual	Description	Unit#	Count Per Unit	Unit Price	Extended Price
	Usage					
3.1.1	1 unit	Dimension RxL Max Integrated Chemistry Syste	m or equal		\$0.00	0
3.1.2	2 units	ALB-Albumin	DF13 or equal	480 test per unit	\$416.16	832.32
3.1.3	2 units	BUN-Urea Nitrogen	DF21 or equal	480 test per unit	\$416.16	832.32
3.1.4	2 units	CA-Calcium	DF23A or equal	480 test per unit	\$416.16	832.32
3.1.5	2 units	CHOL-Cholesterol	DF27 or equal	480 test per unit	\$420.48	840.96
3.1.6	2 units	CREA-Creatinine	DF33A or equal	480 test per unit	\$416.16	832.32
3.1,7	3 units	ECO2-Enzymatic CO2	DF137 or equal DC130	360 test per unit	\$312.12	936.36
3.1.8	2 units	GLU-Glucose	DF40 or equal listed below as GLUC	960 test per unit	duplicate	
3.1.9	2 units	PHOS-Phosporus	DF61 or equal	480 test per unit	\$420.48	840.96
3,1,10	2 units	TBIL-Total Bilirubin	DF67A or equal	480 test per unit	\$416.16	832.32
3.1.11	2 units	TPROT-Total Protein	DF73 or equal	480 test per unit	\$416.16	832.32
3.1.12	2 units	URCA-Uric Acid	DF77 or equal	480 test per unit	\$420.48	840.96
3,1,13	3 units	ALP-Alkaline Phosphate	DF15A or equal	360 test per unit	\$312.12	936.36
3.1.14	2 units	CK-Creatinine Kinase	DF29A or equal	480 test per unit	\$420.48	840.96
3.1.15	3 units	DBIL-Direct Bilirubin	DF25A or equal	320 test per unit	\$280.32	840.96
3,1,16	3 units	GGT-Gamma Glutanyl Transferase	DF45A or equal	288 test per unit	\$252.29	756.87
3.1.17	3 units	AST-Aspartate Aminotransferase	DF41A or equal	360 test per unit	\$312.12	936.36
3.1.18	3 units	ALT-Alanine Aminotransferase	DF43A or equal	240 test per unit	\$208.08	624.24
3,1,19	2 units	LDH-Lactic Dehydrogenase	DF53A or equal	480 test per unit	\$420.48	840.96
3.1.20	2 units	TGL-Triglyceride	DF69A or equal	480 test per unit	\$420.48	840.96
3.1.21	5 units	AMON-Ammonia	DF19 or equal	120 test per unit	\$201.24	1006.2
3,1,22	3 units	AMY-Amylase	DF17A or equal	240 test per unit	\$328.56	985.68
3.1.23	3 units	IRN-Iron	DF49A or equal	240 test per unit	\$402.48	1207.44
3.1.24	5 units	LIP-Lipase	DF55A or equal	120 test per unit	\$201.24	1006.2
3,1,25	5 units	MG-Magnesium	DF57 or equal	120 test per unit	\$164.28	821.4
3.1.26	l units	CRBM-Carbamazepine	DF87 or equal	80 test per unit	\$193.68	193.68
3.1.27	1 units	PHNO-Phenobarbital	DF60 or equal	80 test per unit	\$193.68	193.68
3.1.28	2 units	PTN-Phenytoin	DF64 or equal	112 test per unit	\$271.15	542.3
3.1.29	6 units	VALP-Valproic Acid	DF78 or equal	80 test per unit	\$193.68	1162.08
			*			
3,1,30	1 unit	TPSA-Total Prostate Specific Antigen	RF451 or equal	120 test per unit	\$553.32	553.32
3.1.31	4 units	AHDL-HDL Cholesterol Automated	DF48A or equal	240 test per unit	\$328.56	1314.24
3.1.32	1 units	IBCT-Iron Binding	DF84 or equal	240 test per unit	\$402.48	402.48
3,1,33	4 units	AMON Calibrator	DC25 or equal DC130	1 set/3 levels per unit	\$47.70	
3.1.34	4 units	CHEM I Calibrator	DC18A or equal_	l set/3 levels per unit	\$48.36	193.44
3.1.35	4 units	CHEM II Calibrator	DC20 or equal	1 set/3 levels per unit	\$55.70	
3,1,36	4 units	CHOL Calibrator	DC16 or equal	1 set/3 levels per unit	\$35.53	142.12
3.1.37	4 units	CK Verifier	DC26 or equal DC32 CKI/MBI cal	1 set/3 levels per unit	\$63.11	252.44
3.1.38	4 units	ECO2 Calibrator	DC137 or equal DC130	1 set/3 levels per unit	\$47.70	190.8
3,1,39	2 units	1RN/TIBC Calibrator	DC21 or equal DC85	1 set/3 levels per unit	\$34.33	68.66
3.1.40	3 units	Lipase Verifier	DC15A or equal DC56	1 set/3 levels per unit	\$63.26	189.78
3.1.41	3 units	TBIL/DBIL Calibrator	DC17 or equal DC167	1 set/3 levels per unit	\$67.36	
3.1,42	3 units	TP/ALB Calibrator	DC31 or equal	1 set/3 levels per unit	\$49.00	147
3.1.43	2 units	T/FPSA Calibrator	RC452 or equal	1 set/3 levels per unit	\$89.28	178.56
3.1.44	40 units	Cuvette Cartridge	D828 or equal	12,000 test per unit	\$231.37	9254.8
3.1.45	2 units	Enzyme Diluent	ED or equal	10 btl/10 ml per unit	\$51.69	103.38
3,1,46	12 units	Printer Paper-RA_	0829 or equal	6 rolls/80 ft per unit	\$93.68	1124.16
3.1.47	2 units	Sample Diluent-SD Plus	SDPIus or equal	2 btl/50 ml per unit	\$47.85	
3.1.48	7 units	Small Sample Cups	D8C5 or equal	1,000 test per unit	\$44.35	
3,1,49	1 units	Sample Cups with Lids	DSC4 or equal	1,000 test per unit	\$27.98	
3.1.50	2 units	Chem Wash	RD701 or equal	1 btl/1800 ml per unit	\$30.26	
3.1.51	2 units	IMT Probe Cleaner	RD704 or equal	12 bil per unit	not needed	33.52
3,1,52	30 units	Reagent Probe Cleaner	RD702 or equal	1 btl/500 ml per unit	\$17.49	524.7
3,1,53	10 units	Rev Heterogenous Mod Vessels	RXVIA or equal	1,000 test per unit	\$41.05	
3.1.54	8 units	Sample Probe Cleaner	RD70G or equal RD 703	1 btl/1,000 ml per unit	\$23.24	
3.1.55	4 units	QuickLYTB Dilution Check	5640 or equal	3 bags/1,000 ml per unit	\$16.78	
3,1,56	4 units	QuickLYTB Flush Solution	5630 or equal	3 bags/1,000 ml per unit	\$135.77	
3.1.57	16 units	QuickLYTB IMT Cartridge	5600 or equal	4 cartridges per unit	\$141.92	
3.1.58	10 units	QuickLYTB Sample Diluent	5635 or equal	1 btl/500 ml per unit	\$66.17	
3.1.59	12 units	QuickLYTB Standard A	5620 or equal	3 bags/1,000 ml per unit	\$135.77	
3,1,60	7 units	QuickLYTB Standard B	S625 or equal	3 bags/1,000 ml per unit	\$135.77	
3.1.61	6 units	Salt Bridge Solution	D105 or equal	3 btl/150 ml per unit	\$36.45	
3.1.62	3 units	Reagent Probe Tip	715871,505 or equal	48,000 test per unit	n/c	210.7
3,1,63	3 units	GLUC - Liquid Glucose	DF40 or equal	1,440 test per unit	\$1,248.48	3745.44
3.1.64	4 units	LI - Lithium	DF132 or equal	80 test per unit	\$1,240.40	
3.1.65	16 units	ALDL - Automated LDL Cholesterol	DF132 or equal	120 test per unit	\$453.48	
2.2.02	AU MILI			A APPL STORES OF STANDARD	ψ-100.10	. 200.00
3,1,66	6 units	ALDL Calibrator	DC131 or equal	1 set/5 levels per unit	\$74.28	445.68
* *	2 units	ALPI calibrator	DC150	Kon all	\$84.38	
	2 units	AHDL Calibrator	DC48B		\$35.53	
		· · · · ·			+55.00	

23 units	Dimension CHK	DF179	\$152.58	3509.34
6 units	Drug 11 calibrator	DC49D	\$206.71	1240.26
2 units	Enzyme 1 calibrator	DC35	\$84.38	168.76
2 units	Enzyme 11 calibrator	DC143	\$30.89	61.78
4 units	Enzyme verfier	DC19	\$84.34	337.52
3 units	IBCT calibrator	DC84	\$41.37	124.11
6 units	Rev Drug Calibrator	DC22B	\$207.42	1244.52
l each	Training			
1 ooch	Maintenance			

Total Estimated Annual Cost for the Reagents/Consumables=

\$64,024.70

Price Per Lab Test Procedure Performed \$

x Estimated Quantity 50,000 = Total

Total of Reagents/Consumables + Total of Lab Test Costs = \$64.024.70

One (1) new chemistry analyzer: (Dimension RxL Max Systems or equivalent) Brand Name/Model; EXL200

List of Components/Accessories: Millipore water system

Vendor Remit to Address: Siemens Medical Solutions USA Inc, POB 120001 Dept 0733, Dallas, TX 75312-0733

Phone Number: 914 631-8000

FAX:

Contact Person;

3.1.67 3.1.68

Person: Tom Cortolillo

Email Address:

Tcortolillo@labsco.com

Vendor Signature:

(D) Lt

## MASTER EQUIPMENT AND PRODUCTS AGREEMENT

Legal Name:	MILDRED MITCHELL-BATEMAN HOSPITAL	Federal ID #:		
Customer Name:	MILDRED MITCHELL BATEMAN HOSPITAL	Sold to Customer #:	142817	
Address:	1530 NORWAY AVE	_		
City, State, Zip:	HUNTINGTON, WV 25705	_		

This Master Equipment and Products Agreement ("Agreement") by and between Siemens Healthcare Diagnostics Inc. ("Siemens") and the party identified under "Legal Name" (or "Customer Name" if no "Legal Name") in the heading above ("Customer") is effective as of the date Siemens' execution ("Effective Date"). Siemens is providing the financing for the lease of the Equipment and is also referred to herein as "Lessor."

- 1) PURPOSE. The purpose of this Agreement is to provide general terms and conditions under which Siemens and Customer will enter into one or more individual Agreement supplements (each a "Supplement") for the lease of medical diagnostic equipment ("Equipment"), purchase of reagents (or panels), consumables and supplies ("Products") and purchase of Service (as defined in Section 4(b)). Each Supplement shall incorporate the terms and conditions of this Agreement as well as additional terms and conditions relevant to the business transaction between the parties, including the term of the Supplement ("Supplement Term").
- RM OF AGREEMENT. This Agreement shall commence on the Effective Date and shall remain in effect until terminated by any party with at least thirty (30) days prior written notice to the other parties, provided that termination of this Agreement is not permitted while any Supplement is in effect.
- 3) COMMITMENT. Customer agrees to make sufficient purchases on a periodic basis during each year of the Supplement Term, but no less frequently than every ninety (90) days, to meet the minimum annual purchase commitment identified in each Supplement ("Commitment Amount"). Customer will make purchases to meet the Commitment Amount by ordering a minimum dollar amount of the Products identified on each Supplement or, if cost-per-result (CPR) pricing is applicable, by generating a minimum number of results. Pricing is set forth in each Supplement and includes a discount based on Customer's Commitment Amount.
- 4) EQUIPMENT MAINTENANCE AND SERVICE. (a) Equipment Maintenance. Customer is responsible for performing all maintenance requirements described in the operating manuals provided by the manufacturer and to keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Additionally, Customer shall (i) not relocate or make alterations to the Equipment without the prior written consent of Lessor, (ii) use the Equipment solely for Customer's business purposes and own use and in accordance with the Instructions For Use, and (iii) provide reasonable access to Lessor and its agents to inspect the Equipment.
- (h) Equipment Service. In addition to the operator maintenance insibilities identified in the operating manual, the Equipment

Siemens Healthcare Diagnostic Inc.

also requires periodic servicing, including preventative maintenance visits ("Service"). If Service is specified on a Supplement, Siemens will provide Service in accordance with the type of service and for the period of time (the "Service Period") that is specified on the Supplement. Such Service shall provide all labor and parts (excluding consumables, electrodes and certain other parts) as are necessary to keep the Equipment in good working order. Service does not cover: (i) failure due to accident, neglect, or operation not set forth in the operating manuals; (ii) Customer's failure to properly maintain the Equipment in accordance with the applicable operating manuals; (iii) use of unauthorized reagents or disposables that may result in damage to or abnormal wear of the Equipment's internal components; or (iv) damage resulting from operating in environmental conditions outside those specified by the applicable operating manuals. For any time when Siemens is not responsible for providing Service, Customer will be responsible for all Service. and for any damage resulting from such Service. Customer is required to pay for the cost of any repairs to the Equipment caused by Customer's negligence, abuse or alteration of the Equipment. Siemens is not required to add any design, engineering, or performance change or development into the Equipment after it is delivered to Customer.

5) TRAINING. Siemens shall make available and Customer shall attend Siemens' Equipment training course as specified in the Supplement. The training slots shall remain available for two (2) years from the date of the Equipment delivery.

6) SHIPPING AND INSTALLATION. (a) Equipment and Product

- deliveries will be FOB destination and subject to Siemens' standard delivery terms and shipping policy. Siemens' standard delivery terms and shipping policy be can found http://www.usa.siemens.com/diagnostics-shipping-and-freightpolicy. Customer shall pay all applicable shipping and handling charges for the Equipment and Products to be delivered to the Customer installation location set forth in the Supplement (the "Premises"). Such charges may be added to the invoice or may be included in the monthly charge for the Equipment. (b) Customer will be responsible for the cost of preparing the Premises for the This may include making structural changes or installing separate electrical circuits, dedicated phone lines and/or network connections or special plumbing, air conditioning or humidity controls. Once Customer has prepared the Premises and notified Siemens that the Premises are ready for Equipment installation, Siemens will install the Equipment at no extra cost and will provide Customer with applicable operating manuals.
- 7) WARRANTY. Siemens warrants to Customer that the Equipment shall be free from patent and latent defects in material

Page 1 of 5

and workmanship and conform to the manufacturer's specifications when delivered. Any claim for breach of this warranty, if any, must be made in writing within one (1) year of the delivery of the Equipment. Customer's exclusive remedy for breach of this warranty shall be, at Siemens' option, the repair or replacement of the breaching Equipment or an appropriate refund, allowance or credit reflecting depreciation.

Siemens warrants to Customer that Products will be free from defects in material and workmanship and will conform to the applicable manufacturer's specifications until the date appearing on the applicable packaging. The foregoing warranty does not apply to conditions resulting from use or storage not in accordance with the manufacturer's instructions or other external causes or from operation outside the environmental parameters specified for the Products. Customer's exclusive remedy for breach of this warranty shall be the replacement of such Products.

Siemens also warrants that the use of the Equipment and Products in the form delivered to Customer and in accordance with the instructions and manufacturer's specifications will not infringe the U.S. patent of any third party. This warranty does not cover the use of the Equipment or Products in combination with any other product or equipment not approved by Siemens. Customer's exclusive remedy for breach of this warranty shall be the intellectual property indemnification set forth in Section 16 (c), below.

THE ABOVE ARE THE SOLE WARRANTIES PROVIDED BY SIEMENS UNDER THIS AGREEMENT. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE EQUIPMENT OR PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No Assignee (as defined in Section 18, below) will be responsible to Customer for any problem or claim in connection with a) the use, operation or performance of the Equipment or Products; b) any interruption of service, loss of business or anticipated profits; or c) the delivery, servicing, maintenance, repair or replacement of the Equipment.

No oral or written promises as to the Equipment or Products which conflict with this warranty will bind Siemens unless signed by an authorized representative of the party to be bound.

8) RISK OF LOSS AND INSURANCE. (a) Customer shall be responsible for the entire amount of any loss or damage to the Equipment from whatever cause after the delivery of the Equipment, except for ordinary wear and tear. Customer shall promptly notify Lessor of any loss or damage to the Equipment. (b) Upon delivery of the Equipment and until the end of the applicable Supplement Term, Customer will maintain (i) all risk property insurance covering the Equipment up to the replacement cost value, except for ordinary wear and tear and (ii) occurrence form commercial general liability insurance including contractual liability, with a combined single limit of at least \$1 million per occurrence and in the aggregate for bodily injury and property damage liability. Lessor shall be named as a loss payee on Customer's all risk property insurance policy and an additional insured on Customer's commercial general liability policy.

Siemens Healthcare Diagnostic Inc.

The insurance required herein shall be primary and non-contributory, to any insurance maintained by Lessor when responding to Customer's obligation to defend and indemnify Lessor Upon request, Customer shall furnish a certificate of insurance certificate evidencing the foregoing insurance coverage. Lessor shall be provided at least thirty (30) days prior written notice if the required insurance is cancelled or materially aftered. Failure to maintain the required insurance shall not relieve Customer from any liability or obligation under this Agreement.

9) TITLE TO EQUIPMENT. Lessor is the owner of and shall retain title to the Equipment. Customer shall not permit or allow any attachment, lien, security interest, or other encumbrance to be filed against the Equipment by any individual or entity other than Lessor or its Assignees. If, however, any Supplement is deemed a lease for purpose of security, Customer hereby grants to Lessor to secure all payments and other obligations of Customer to Lessor under the Supplement, a purchase money security interest in the Equipment covered by such Supplement together with all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds). Customer shall deliver to Lessor such documents that Lessor reasonably requests in order to protect Lessor's interest in the Equipment. CUSTOMER AUTHORIZES LESSOR TO FILE (WITHOUT CUSTOMER'S SIGNATURE), BOTH BEFORE AND/OR AFTER THE DATE OF A SUPPLEMENT AND IN ANY FILING OFFICE(S) THAT LESSOR DETERMINES APPROPRIATE, FINANCING STATEMENTS COVERING THE EQUIPMENT.

10) TAXES. Customer is responsible for and will pay all sales, use and property taxes assessed on the possession, ownership, service, sale or use of the Equipment or Products under a Supplement (collectively, "Taxes"). If Lessor is billed directly by the taxing authority for such Taxes, Lessor shall initially pay such Taxes and subsequently re-bill Customer. If Customer pays such Taxes directly, then copies of the receipted tax bills or other evidence of payment shall be provided to Lessor upon request.

In the event that Customer is exempt from certain Taxes pursuant to a tax exemption certificate (the "Exempt Taxes"), and provided that (i) Customer maintains a valid tax exemption certificate throughout the term of this Agreement; (ii) Customer provides Lessor with a copy of such certificate; and (iii) such tax exemption is allowable and transferable to Lessor, then Lessor will not pay the Exempt Taxes and will not seek reimbursement from Customer for the Exempt Taxes. In the event that any Taxes are outside the scope of the tax exemption certificate, Customer will remain responsible for such Taxes.

- **11) PAYMENT.** All invoices are due and payable within thirty (30) days of the date of invoice.
- **12) PRICE ADJUSTMENTS.** Siemens may increase the prices for Products as specified in the Supplement.
- 13) COMPLIANCE. On a periodic basis, but no less frequently than annually, Siemens shall review whether Customer has made.

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ent purchases to meet the pro-rata portion of the Commitment Amount associated with the period under review. If Customer's purchases for the period under review are insufficient to satisfy the Commitment Amount, then such deficit will be considered a "Shortfall" to meeting the Commitment Amount. In the event of a Shortfall, Siemens, in addition to such other rights as are available by law, reserves the right to compensate for the Shortfall by taking one or more of the following actions: a) immediately implement a price increase for any and all Products for any subsequent period and/or b) invoice Customer for all or part of the Shortfall and/or c) extend the Supplement Term and/or d) increase the Commitment Amount required for any subsequent periods and/or e) terminate the Supplement pursuant to Section 15(a).

14) SOFTWARE. For Equipment containing software, no title, right or interest in the software is transferred to Customer except as expressly provided herein. The software component of the Equipment is licensed to Customer only for its own use of the Equipment. The software may not be disclosed or distributed in whole or in part to third parties or duplicated in any form or medium except as necessary for program execution or archival storage. Further, Customer shall have no right to modify, sublicense, disassemble, decompile, or otherwise reverse-engineer the software.

Notwithstanding the above terms, any open source software contained in the software component of the Equipment is licensed under the license terms applicable to that software. Where required by the specific license terms, Siemens will make the source code for open source software available upon request from Customer cordance with the terms of the relevant open source license. Notices and licensing information regarding such open source software is provided in the documentation associated with the

Equipment, whether resident in the Equipment itself or in other form.

15) TERMINATION. (a) <u>Siemens Termination for Default</u>. If Customer Defaults (as defined below) under this Agreement or a Supplement and does not cure such Default within thirty (30) days after Customer has received notice of such Default from Siemens, Siemens may in its discretion and without further liability, terminate the applicable Supplement or may terminate this Agreement together with all Supplements. In the event of such termination, Customer shall be responsible for paying the Termination Amount in Section 15(b).

A Default is deemed to have occurred if Customer: (i) fails to make a payment when due; (ii) fails to complete any Supplement Term; (iii) becomes insolvent; (iv) ceases doing business; (v) assigns the Equipment lease or this Agreement for the benefit of creditors; (vi) appoints a trustee or receiver for Customer or for a substantial part of Customer's property, or initiates any proceeding under bankruptcy law by or against Customer; (vii) attempts, without Lessor's prior written consent, to remove, sell, assign, transfer, grant a lien in, sublease or part with possession of the Equipment; or (viii) fails to comply with any requirement of this Agreement or a Supplement.

(h) <u>Effects of Termination</u>. In the event of a termination under on 15(a), Customer shall be obligated to pay to Siemens, as

applicable, (i) the remaining payment amount attributable to the Equipment according to the monthly amount allocable to the Equipment that is identified in the Supplement, discounted at a rate of 3% per annum, plus (ii) all other amounts due and unpaid, plus (iii) the difference between the applicable Commitment Amount for the entire Supplement Term and the total amount of purchases actually made by the Customer through the date of termination plus (iv) any costs and expenses, including reasonable attorney's fees, which are incurred by Siemens as a result of any Default (collectively, the "Termination Amount"). If addition of the amounts listed in (i) through (iv) results in any redundancy, Customer will only be responsible for paying each amount one time. Customer shall permit Lessor or its agents to enter the Premises and immediately recover possession of any Equipment covered by the terminated Supplement and take any other appropriate legal steps. Lessor may also sell, lease, transfer or otherwise dispose of the Equipment at one or more public or private dispositions without advertisement or notice except as required by law upon such terms and at such place as Lessor may deem advisable, and Lessor may be the purchaser at any such sale (if any such notice is required. Lessor and the Customer agree that ten (10) days notice shall be deemed to be commercially reasonable). Termination pursuant to Section 15(a) does not relieve Customer of any of its obligations under this Agreement or any Supplement including, but not limited to, payment of the Termination Amount in this Section 15(b).

16) LIMITATION OF LIABILITY AND INDEMNIFICATION. Limitation of Liability. In no event shall Siemens' liability during each year of this Agreement exceed the actual loss or damage sustained by Customer under the particular Supplement giving rise to such loss or damage, up to the amount of fees payable to Siemens under such Supplement during the year in which the loss or damage occurred, however, liability for intentional misbehavior and personal injury will not be limited. SIEMENS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COST OF SUBSTITUTE **EQUIPMENT, SERVICE, OR PRODUCTS (UNLESS OTHERWISE** AGREED TO BY SIEMENS), OR LOSS OF STORED, TRANSMITTED OR RECORDED DATA. NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT. INCIDENTAL, UNFORESEEN. SPECIAL. PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SUPPLEMENT. The limitations of Siemens' liability contained herein shall apply to Siemens and Siemens' employees, agents and subcontractors performing under this Agreement, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if Siemens or its employees, agents or subcontractors are advised of the likelihood of such damages.

The limitations of Customer's liability set forth herein do not affect Customer's liability for Claims (as defined herein) arising out of the negligent or wrongful acts or omissions of Customer, its employees or agents in connection with this Agreement or any Supplement or Customer's indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set out in this Agreement. The limitations of Siemens' liability set forth herein do not affect Siemens' liability for Claims for personal injury arising as a result of Siemens' negligence or product defect, or Siemens'

Siemens Healthcare Diagnostic Inc.

indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set out in this Agreement.

THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

- (b) General Indemnification. Siemens and Customer each agree to indemnify and hold the other party and its employees, directors, officers and agents (collectively, the "Indemnitees") harmless from and against any and all third party claims and associated liabilities, obligations, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees) imposed upon or incurred by or asserted against any of the Indemnitees ("Claims") for bodily injuries (including death) or damages to or loss of real or tangible personal property, to the extent that any such Claim arises out of the negligent or wrongful acts or omissions of the indemnifying party, its employees or agents in connection with this Agreement or any Supplement, provided that the Indemnitee provides the indemnifying party with prompt notice of the Claim, reasonable cooperation in the defense and/or settlement of the Claim and all right and power to defend and/or settle such Claim.
- (c) Intellectual Property Indemnification. If Customer receives notice that any of the Equipment or Products, or parts thereof, violates the infringement warranty set forth in Section 7 herein, then Customer shall promptly notify Siemens in writing and give Siemens information, assistance and exclusive authority to evaluate, defend and settle the Claim. Siemens shall the, at its own expense, defend or settle such Claim, procure for Customer the right to use the Equipment or Products, or remove or modify them to avoid infringement. If none of these alternatives are available on terms reasonable to Siemens, then Customer shall return the Equipment and/or Products to Siemens and Siemens shall refund to Customer the purchase price paid by the Customer for the Equipment or Products, less reasonable depreciation for Customer's use (if applicable). The foregoing states Siemens' entire obligation and liability, and the Customer's sole remedy, for Claims of infringement. Siemens will not defend or indemnify Customer, however, if any such Claim results from (i) use of other than the most recent version of the Equipment or Products made available to Customer by Siemens: (ii) Customer's alteration of the Equipment or Products without Siemens' written authorization; (iii) use of the Equipment or Products in combination with software or equipment not provided by Siemens; or (iv) use of the Equipment or Products in a manner that is not in accordance with the manufacturer's manual, specifications, and other accompanying documentations or other instruction from Siemens.

The obligations of indemnity shall survive the expiration or termination of the Agreement.

17) APPLICABLE LAW; JURISDICTION. THIS AGREEMENT AND ALL SUPPLEMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. EACH OF THE PARTIES CONSENTS TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN ILLINOIS FOR THE DETERMINATION OF a DISPUTES ARISING UNDER THIS AGREEMENT.

- 18) ASSIGNMENT. Customer may not assign either this Agreement, or any Supplement, or any right or obligation arising out of this Agreement or any Supplement, without the express written consent of Siemens, and such consent shall not be unreasonably withheld, provided that Customer agrees to remain primarily responsible under the Supplement. Customer must provide Siemens with prompt written notice of any change in ownership, change in control or operations or any other change which would affect the ordering, shipment, invoicing or payment of Products. Lessor may assign its right to receive payment under any Supplement to one or more assignees (collectively, the "Assignees").
- 19) DISCLOSURE OF DISCOUNTS. Customer acknowledges that discounts, rebates, credits, free goods or services, coupons or other things of value which Customer may receive from Siemens under this Agreement or any Supplement constitute a discount or reduction in price for purposes of 42 U.S.C. paragraph 1320a-7b(b)(3)(A) ("Discounts"). Customer further acknowledges that the cost of Customer's use of the Equipment listed in a Supplement is included in the pricing under such Supplement. Customer agrees to file all appropriate reports and to properly disclose and reflect all Discounts in any report filed in connection with state or federal cost reimbursement programs.
- 20) PAYMENT OBLIGATION. (a) Customer is required to make payments for the Equipment in accordance with the application Supplement even if Customer has a claim against Siemens. Customer is not entitled to reduce or set-off for any reason arry amounts against Customer's payment obligations under any Supplement. (c) Customer may not assert any claims or defenses Customer has against Siemens against any Assignee. Customer's obligation to make such payments to any Assignee is unconditional and is not subject to any claims, defenses or rights. (d) Customer's obligation to pay and perform all of Customer's obligations under this Agreement and any Supplement will continue even if the Equipment is lost, damaged, stolen or destroyed. (e) THIS IS A FINANCE LEASE OF THE EQUIPMENT FOR PURPOSES OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.
- 21) ENTIRE AGREEMENT; AMENDMENTS. (as incorporating the terms and conditions of this Agreement) sets forth the entire agreement between the parties relating to the subject matter herein and there are no understandings, agreements, or representations expressed or implied not stated herein and therein, including by reason of any terms or conditions of any agreement ("Group Purchasing Agreement") between Siemens and a group purchasing organization ("GPO") Notwithstanding the foregoing, as between Customer and Siemens. Customer may still be entitled to certain benefits pursuant to the terms of a Group Purchasing Agreement between Siemens and a GPO by virtue of Customer's membership in such GPO provided that: (a) in the event of any conflict or inconsistency between the terms of any Supplement (as incorporating the terms and conditions of the Agreement) and the terms of such Group Purchasing Agreement, the terms of the Supplement shall control; and (b) in all cases, Customer shall get the benefit of such Group Purchasir

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payment only so long as it does not affect any of the Customer's payment or other obligations with respect to Equipment or any of the rights or remedies of Siemens (or any Assignee) with respect thereto. Neither the Agreement or any Supplement shall be terminated (except termination in the event of a Default) or modified except by a written document signed by authorized representatives of all parties making specific reference to this Agreement or Supplement, as applicable, and expressing the intention to modify or terminate. Any modifications contained or incorporated into a Supplement that in any way after the terms of the Agreement shall be effective only with the respect to that Supplement and shall be ineffective with respect to any other Supplement. Any term or condition contained in a Customer purchase order relating to Products supplied under a Supplement shall be null and void.

- **22) MISCELLANEOUS.** (a) If Siemens fails to enforce its rights against Customer at any time, it may enforce those rights later without waiver or at such other time that Customer fails to perform any of Customer's obligations.
- (b) Customer agrees not to disclose the prices or the terms and conditions of Customer's purchases under this Agreement to any person except as required by law.
- (c) TO THE EXTENT PERMITTED BY LAW: (i) THE PARTIES HERETO AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THE AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY; (ii) CUSTOMER WAIVES ANY AND ALL RIGHTS AND TEDIES CONFERRED UPON IT BY ARTICLE 2A OF THE ORM COMMERICAL CODE (IF DEEMED APPLICABLE), AND; (iii) CUSTOMER WAIVES ALL RIGHTS IT MAY HAVE TO

LIMIT OR MODIFY ANY OF LESSOR'S RIGHTS AND REMEDIES HEREUNDER.

(d) Customer, Siernens will send any required notices to the other parties by registered or certified mail or by recognized overnight courier service. All notices will be sent to the applicable party at the address set forth herein. A party may designate an alternate address for notices by giving written notice thereof in accordance with the provisions of this Section.

**IN WITNESS HEREOF**, each party has caused its duly authorized representative to execute this Agreement as of the Effective Date.

Ву:	
Name (print):	
Title:	
Siemens Healthcare D	Diagnostics Inc.:
	Park South Nonwood MA 02062

**Customer:** 



("Supplement Effective Date").

## SUPPLEMENT TO MASTER EQUIPMENT AND PRODUCTS AGREEMENT

Product Line: Dimension Pricing Option: Standard

Legal Name:	MILDRED MITCHELL-BATEMAN HOSPITAL	Group Purchasing Organization (GPO):	
Customer Name:	MILDRED MITCHELL BATEMAN HOSPITAL	Federal ID #:	
Address:	1530 NORWAY AVE	Sold to Customer #:	142817
City, State, Zip:	HUNTINGTON, WV 25705		
THIS SUPPLEMENT	("Supplement") to the Master Equipmer	nt and Products Agreemen	t dated is by and between
Siemens Healthcare	Diagnostics Inc. ("Siemens") and the party	y identified under "Legal Na	me" (or "Customer Name" if no "Legal Name")
			ons of the Agreement. The party providing the
			d but undefined terms will have the meanings
ascribed to them in	the Agreement, For all purpose hered	of, this Supplement is effe	ective as of the date of Siemens' execution

1) EQUIPMENT. Siemens agrees to lease to Customer, for Customer's use at the address Customer has provided above (the "Premises"), the Equipment set forth in Attachment A, attached hereto and made a part hereof.

Billing Address (if different from address of the Premises):

- 2) PRODUCTS. Customer agrees to purchase from Siemens on a periodic basis during each year of the Supplement Term, but no less frequently than every ninety (90) days, the Products listed on Attachment A at the prices specified on Attachment A.
- 3) PRODUCT INVOICING. Customer will be invoiced upon shipment of Products.
- 4) COMMITMENT; AMOUNT ALLOCABLE TO THE EQUIPMENT. The Commitment Amount is specified on Attachment A. The prices for Products contained in this Supplement may include the use of the Equipment, Service and training. If so, Customer acknowledges Siemens has provided it the opportunity to separately purchase each for its stated cost which is available to Customer and that Siemens, as the owner of the Equipment, has an interest in the pricing. The portion of the Commitment Amount allocable to the Equipment is \$ 3,212 per month.
- **5) TERM.** This Supplement is effective as of the Supplement Effective Date. The Supplement Term is 48 months beginning thirty (30) days after delivery of the Equipment.
- 6) PRICING TERMS. The pricing under this Agreement applies only to the Equipment and Products that are used by Customer at the Premises. The pricing and other terms stated in this Supplement will supersede any previous price arrangements Customer has with Siemens or any Group Purchasing Agreements. Provided Customer has purchased the Commitment Amount each year during the Supplement Term, Siemens will not increase the then-current pricing except as otherwise permitted under the terms of this Supplement (such increases are referred to herein as "Price Increases").
- 7) END OF TERM PURCHASE OPTION; CANCELLATION. If Customer has purchased the Commitment Amount for the full Supplement Term and is not in Default of any of its obligations under the Agreement or this Supplement, then upon the expiration of the Supplement Term, Customer may purchase the Equipment for its fair market value (as determined by Siemens). If Customer does not purchase the Equipment or re-lease it through a new supplement, then Customer shall return the Equipment to Siemens within sixty (60) days after the end of the Supplement Term, freight prepaid and in accordance with any other written directions provided to Customer by Siemens. If Customer does not provide notice of its intent to return, purchase, or re-lease the Equipment at least sixty (60) days prior to the end of the Supplement Term, this Supplement shall automatically renew on a month-to-month basis until either party provides thirty (30) days written notice of termination.

If Customer has purchased the Commitment Amount to date and is not in Default of any of its obligations under the Agreement or this Supplement, then Customer may cancel this Supplement with sixty (60) days prior written notice on the Supplement's anniversary dates

Slemens Healthcare Diagnostic Inc.

(from the delivery of the Equipment) and return the Equipment to Siemens within sixty (60) days, freight prepaid and in accordance with any other written directions provided to Customer by Siemens.

- **8) TRAINING.** Siemens will provide training at the location and for the number of people specified on Attachment A. The training slots shall remain available during the initial Supplement Term.
- 9) SERVICE. If Service is specified on Attachment A, a Siemens appointed service representative will provide Service in accordance with the type of service and for the Service Period specified on Attachment A.
- 10) ENTIRE AGREEMENT; AMENDMENTS. All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein and there are no understandings, agreements, or representations expressed or implied not stated herein. If there is a conflict between the terms of this Supplement and the Agreement, the terms of this Supplement (including any Attachment(s) and Exhibit(s)) shall prevail.
- 11) FREIGHT. Freight will be charged as set forth in the applicable Group Purchasing Agreement.

IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Supplement as of the Supplement Effective Date.

	Sales Representative (Print Name)	Quote #: 1-30MQ9C Approved: 3/5/2015
CUSTOMER (use blue ink):	SIEMENS	HEALTHCARE DIAGNOSTICS INC.
Ву:	Ву:	
Name(print):	Name(prin	nt):
Title:	Title:	
Date:	Date:	
	Address: 1	15 Norwood Park South, Norwood, MA 02602



Customer Number: 142817

#### AMENDMENT to the SUPPLEMENT to the MASTER EQUIPMENT AND PRODUCTS AGREEMENT

THIS AMENDMENT to the Supplement dated between Siemens Healthcare Diagnostics Inc. ("Siemens") and made effective ("Effective Date").	to the Master Equipment and Products Agreement MILDRED MITCHELL-BATEMAN HOSPITAL ("Customer") is
WHEREAS, Customer and Siemens desire to amend the Supamended, is acceptable to both parties for execution;	oplement as set forth below in order that the Supplement, as
NOW THEREFORE, in consideration of the terms and condition and Products Agreement shall be amended as follows:	s contained herein, the parties agree the Master Equipment
Siemens will provide Millipore Business Hours Service	for the term of the Supplement, at no additional cost.
Siemens will provide Group B Parts for the term of the state of t	Supplement, at no additional cost.
IN WITNESS WHEREOF, each party hereto has caused its du Supplement to the Master Equipment and Products Agreement a	
CUSTOMER:	Siemens Healthcare Diagnostics Inc.:
Ву:	Ву:
Name(print):	Name(print):
Title:	Title:
Date:	Date:

**Siemens Healthcare Diagnostics Inc.** 

Quote # 1-30MQ9C



# **Attachment A**

# to the Supplement to the Master Equipment and Products Agreement

Quote #: 1-30MQ9C Approved: 3/5/2015

Sold To: 142817

Legal Name:

MILDRED MITCHELL-BATEMAN HOSPITAL

**Customer:** 

MILDRED MITCHELL BATEMAN HOSPITAL

Purchasing Group:

**Equipment Information** 

	Equipment	Catalog #	Onsite	Quantity	Comments
EXL 200		10636929	N	1	Included in price of reagents.
Millipore System			N	1	Included in price of reagents.

#### Service and Training

Equipment: EXL 200					
Service Type	Service Level	Quantity	Start Yr	# of Yrs	Total Annual
First Year Service	PLUS	1	4	1	Included
Extended Service	PLUS	1	2	1	Included
Extended Service	PLUS	1	3	2	Included
Training	Training Site	Air Paid B	у То	tal Training	Total Annual
Dimension EXL Operator Training	Glasgow. DE	Siemens		1	

#### **Financial Adjustments**

Description	Start Year	# of Years	Total Amount	Customer Pays	

Siemens will issue you a reagent credit for up to \$10,000.00 for an interface upon receipt of the paid interface invoice.

Siemens will give you a reagent credit of \$11,404.00 for year 1.

#### **Products: Reagents Pricing**

Reagent	Catalog #	Total Tests/Yr	Cost/Test	Total Kits/Yr	Cost/Kit	Total Annual	
Category 1							
Albumin	10444975	2,829	\$.867	6	\$416.16	\$2,496.96	_
Blood Urea Nitrogen	10444969	2,879	\$.867	6	\$416.16	\$2,496.96	
Calcium	10444949	3,359	\$.867	7	\$416.16	\$2,913.12	
Cholesterol	10444891	1, <del>4</del> 61	\$.876	4	\$420.48	\$1,681.92	
Dimension Creatinine Revised	10872079	2,879	\$.867	6	\$416.16	\$2,496.96	
Dimension Revised Phosphorus (PHOS)	10726277	2,399	\$.876	5	\$420.48	\$2,102.40	
Enzymatic Carbonate	10444972	2,879	\$.867	8	\$312.12	\$2,496.96	
Liquid Glucose	10444971	4,319	\$.867	3	\$1,248.48	\$3,745.44	
Revised Total Bilirubin	10444957	2,829	\$.867	6	\$416.16	\$2,496.96	
Total Protein	10444979	2,879	\$.867	6	\$416.16	\$2,496.96	
Uric Acid	10444967	2,399	\$.876	5	\$420.48	\$2,102.40	
Category 1 Total Annual Tests		31,111				\$27,527.04	
Category 2							
ALTI	10475530	2,813	\$.867	12	\$208.08	\$2,496.96	
Alk Phos rev	10642445	2,879	\$.867	8	\$312.12	\$2,496.96	
Creatine Kinase Revised	10464511	2,399	\$.876	5	\$420.48	\$2,102.40	
GGT	10444960	1,439	\$.876	5	\$252.29	\$1,261.45	
GOT/AST	10444959	3,599	\$.867	10	\$312.12	\$3,121.20	
Lactate Dehydrogenase Revised	10284483	3,839	\$.876	8	\$420.48	\$3,363.84	
Revised Direct Bilirubin	10444956	1,919	\$.876	6	\$280.32	\$1,681.92	
rev TGL	10444906	1,439	\$.876	3	\$420.48	\$1,261.44	



# Attachment A to the Supplement to the Master Equipment and Products Agreement

Quote #: 1-30MQ9C Approved: 3/5/2015

Reagent	Catalog #	Total Tests/Yr	Cost/Test	Total Kits/Yr	Cost/Kit	Total Annual
egory 2 Total Annual Tests		20,326		-		\$17,786.17
Category 3						
AMM	10711991	599	\$1.677	5	\$201.24	\$1,006.20
Amylase	10444965	1,199	\$1.369	5	\$328.56	\$1,642.80
Liquid Lipase	10460277	1,079	\$1.677	9	\$201.24	\$1,811.16
Magnesium	10444963	1,079	\$1.369	9	\$164.28	\$1,478.52
Revised Iron	10444945	1,439	\$1.677	6	\$402.48	\$2,414.88
Category 3 Total Annual Tests		5,395				\$8,353.56
Category 4						
Carbamazepine	10444930	719	\$2.421	9	\$193.68	\$1,743.12
Lithium	10444939	559	\$2.421	7	\$193.68	\$1,355.76
Phenobarbital	10444933	719	\$2.421	9	\$193.68	\$1,743.12
Phenytoin	10444940	1,007	\$2.421	9	\$271.15	\$2,440.35
Valproic Acid	10444943	719	\$2.421	9	\$193.68	\$1,743.12
Category 4 Total Annual Tests		3,723				\$9,025.47
Category 6						
TPSA	10444889	839	\$4.611	7	\$553.32	\$3,873.24
Category 6 Total Annual Tests		839	<u>.</u>			\$3,873.24
Category 7						
ALDL,	10444890	1,463	\$3.779	13	\$453.48	\$5,895.24
Automated HDL Flex	10464332	1,445	\$1.369	7	\$328.56	\$2,299.92
IBCT	10444944	959	\$1.677	4	\$402.48	\$1,609.92
Category 7 Total Annual Tests		3,867				\$9,805.08

**Products: Supplies** 

Supplies	Catalog #	Annual # of Kits	Cost/Kit	Total Annual
QuikLYTE Dilution Check	10444872	4	\$16.78	\$67.12
QuikLYTE Flush Solution	10445051	6	\$135.77	\$814.62
QuikLYTE IMT Cartridge	10445058	19	\$141.92	\$2,696.48
QuikLYTE Sample Diluent	10444874	3	\$66.17	\$198.51
QuikLYTE Standard A	10444878	8	\$135.77	\$1,086.16
QuikLYTE Standard B	10444881	6	\$135.77	\$814.62
Salt Bridge Solution	10444873	6	\$36.45	\$218.70
ALDL Calibrator	10444996	6	\$74.28	\$445.68
ALPI Calibrator	10714028	2	\$84.38	\$168.76
Automated HDL Calibrator	10464328	2	\$35.53	\$71.06
CHEM   Calibrator Revised /ECRE	10716280	6	\$48.36	\$290.16
CHEM II Calibrator	10444997	2	\$55.70	\$111.40
CHOL Calibrator	10444998	2	\$35.53	\$71.06
CKI/MBI Calibrator	10464508	2	\$63.11	\$126.22
Chem III Cal	10711580	4	\$47.70	\$190.80
Chem Wash	10445052	12	\$30.26	\$363.12
Cuvette Cartridge	10445042	14	\$231.37	\$3,239.18
Dimension CHK	10481507	23	\$91.55	\$2,105.65
Orug II Calibrator Rev	10445005	6	\$206.71	\$1,240.26
Enzyme 1 Calibrator	10284680	2	\$84.38	\$168.76
Enzyme Diluent	10444870	2	\$51.69	\$103.38
Enzyme II Calibrator	10476170	2	\$30.89	\$61.78

Attachment A to the Supplement to the Master Equipment and Products Agreement

Quote #: 1-30MQ9C Approved: 3/5/2015

Enzyme Verifer	10445016	4	\$84.38	\$337.52	
IBCT Calibrator	10445006	3	\$41.37	\$124.11	
Liquid Lipase Calibrator	10460278	2	\$63.26	\$126.52	
Printer Paper - Dimension	10445050	2	\$93.68	\$187.36	
Probe Cleaner, Reagent	10445036	31	\$17. <b>4</b> 9	\$542.19	
Rev Drug Calibrator	10445014	6	\$207.42	\$1,244.52	
Rev Hetero Mod Vessels	10445044	1	\$41.05	\$41.05	
Revised Iron Calibrator	10445010	2	\$34.33	\$68.66	
Sample Diluent - SDPLUS	10444875	1	\$47.85	\$47.85	
Sample Probe Cleaner	10445035	8	\$23.24	\$185.92	
Small Sample Cups	10445040	4	\$44.35	\$44.35	
Smpl Cups w/Lids (1.5mL)	10445041	1	\$27.98	\$27.98	
T/FPSA Calibrator	10445031	2	\$89.28	\$178.56	
TBI/DBI Calibrator	10445013	2	\$67.36	\$134.72	
TP/ALB Calibrator	10444993	2	\$49.00	\$98.00	
Total Annual Supplies	-	155		\$18,042.79	

Prices for Reagents and Supplies not listed above will be according to Standard List in effect at the time of shipment.

Prices for Reagents and Supplies not yet commercially available will be determined at the time of introduction and are not covered by this Agreement.



# Attachment A to the Supplement to the Master Equipment and Products Agreement

Quote #: 1-30MQ9C Approved: 3/5/2015

#### Total annual minimum Commitment Amount \$94,413.35

Agreed to and accepted this	
day of20 _	
Customer:	Siemens Healthcare Diagnostics Inc.
By: (Signature)	By: (Signature)
By: (Print)	By: (Print)
Title	

This document contains confidential and proprietary commercial and/or financial information of Siemens Healthcare Diagnostics Inc. Use or disclosure of this information for any purpose other than that for which it has been provided may cause substantial competitive harm to Siemens Healthcare Diagnostics Inc. and is prohibited.

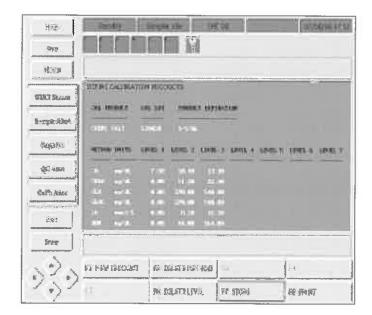


# Reduce... Maximize... Standardize with the ultimate efficiency enhancer

The latest innovation in our ongoing commitment to the Dimension° integrated chemistry systems

Available with Dimension® RxL Max®. Xpand® Plus and ExL Systems. Introducing the QCC PowerPak™efficiency package for enhanced quality, calibration and control

- Automates calibration and control procedures
- Alerts you to calibration and control needs
- Streamlines processing by grouping calibration and QC alerts
- Increases onboard storage of calibration data
- Stores or transfers data via state-of-the-art, compact storage device
- Eliminates manual processes with new bar code scanner



**QCC PowerPak** 

Answers for life.

**SIEMENS** 

# QCC PowerPak ultimate efficiency enhancement package — Simplifies your processes and helps you manage the details

#### Knows your products

- Simple, convenient scanning of a 2-D barcode builds the database of calibrator and QC products
- Capacity to hold:
  - -150 different calibrator products and their bottle values
  - -100 different QC Products
  - -50 different QC Panels
- Calibration auto-acceptance criteria built in for standardized acceptance of calibration by any operator on any shift
  - View or edit criteria to meet your own lab protocols

# Alerts you in advance when a calibration or quality control need arises

 Configure when you want to be alerted, minimize interruptions in workflow and have the system map assays to common calibrator or control products for easy and efficient set-up and run

#### Manages your records

- Increased on-board capacity of calibration history, reducing paper waste
- Transfers Patient, Calibration and Control data to a compact storage device
- Download data to a spreadsheet on any computer, simplifying preparation for regulatory inspections

The QCC PowerPak innovation provides the ultimate in efficiency enhancement and is available exclusively on Dimension systems. This efficiency package is the latest in a series of innovations brought to you by Siemens Healthcare Diagnostics.

For more information, contact Siemens representative, or call **1-800-242-3233**, option 3.

Product availability may vary from country to country and is subject to varying regulatory requirements. Please contact your local representative for availability.

Siemens Healthcare Diagnostics Dia 1717 Deerfield Road Deerfield, IL 60015-0778

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# Siemens Healthcare Diagnostics

www.siemens.com/diagnostics

SIEMENS

# Making processes simpler.

As part of the integration of the order management and delivery systems, Siemens Healthcare Diagnostics has a single Shipping & Handling Policy, which simplifies the shipping process and can potentially save you money. This policy will be fully functional as of October 1, 2011.



#### Free Shipping

Follow three easy steps to receive free standard shipping.

- Simply place your order electronically (through an EDI connection such as GHX or through our online Webshop)
- Meet the minimum order value requirements
- Use the standard shipping mode

For more information on the various electronic order options as well as the order value thresholds and charges related to your policy, please contact Customer Service at 1-888-588-3916.

#### **Discounted Shipping Also Available**

You can also earn a partial discount on standard shipping for satisfying one of the options above. You will receive a 50% discount for ordering electronically or meeting the minimum order size.

#### **Standard Shipping**

Refrigerated items are delivered within two days and non-refrigerated within four days. To ensure refrigerated items are delivered without degradation, orders placed on Thursday or Friday will ship the following Monday for delivery no later than Wednesday.

#### **Questions About Your Shipment**

We encourage you to review your order upon receipt. Please report any discrepancies to our Customer Service Department within 10 business days. They can be reached at 1-888-588-3916.

#### Products on Backorder

Product availability is provided to you when you place your order and on occasion a product may be on backorder. Once the product is available and released for shipment, the backordered item will be shipped to you for next day delivery with no shipping or handling charges.

One Shipping &
Handling Process for
all Siemens
Healthcare
Diagnostics
Products...simple and
cost efficient!

You can contact our customer service team with any questions at 1-888-588-3916.



S&H Flyer: STND August 2011

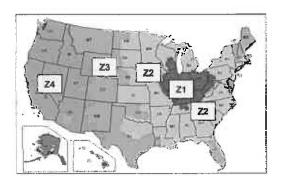
# Siemens Healthcare Diagnostics

www.siemens.com/diagnostics

# SIEMENS

#### Order to Delivery Lead Times by Customer Zone

- Order to delivery lead time varies based on customer zone and the time/day the order is placed
- Standard orders placed by 12 noon in the customer's time zone are processed the same day (3:00 p.m. Eastern for customers in AK and HI). All orders placed after 12 noon are shipped the next business day
- Expedited orders placed by 2:00 p.m. in the customer's time zone are shipped the same day (5:00 p.m. Eastern for customers in AK and HI)



#### FedEx National Zone Listing Map Key

Red: Zone 1 Blue: Zone 2 Orange: Zone 3 Green: Zone 4

<u>Expedited Shipping is Available.</u> The following are the charges associated with a rush shipment depending on your delivery selection. For additional options, please contact Customer Service.

Description	\$/16	Minimum
Two day delivery	\$4.50	\$100
Next day delivery	\$5.50	\$150
Saturday delivery	\$7.50	\$175

#### **Zone 1 Customers**

Refrigerated and Non-Refrigerated Products

Orders placed Monday through Thursday: Products received the next business day Orders placed Friday: Products received on Tuesday of the following week

#### **Zone 2 Customers**

Refrigerated and Non-Refrigerated Products

Orders placed Monday through Wednesday: Products received within two business days Orders placed Thursday or Friday: Products received on Wednesday of the following week

#### Zone 3 and 4 Customers

Refrigerated Products

Orders placed Monday through Wednesday: Products received within two business days Orders placed Thursday or Friday: Products received on Wednesday of the following week

#### Non-Refrigerated Products

Orders placed Monday through Wednesday: Products received within four business days
Orders placed Thursday or Friday: Products received on Wednesday or Thursday of the following week

S&H Flyer: STND August 2011



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/29/2014

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 PRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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