GE Healthcare

Welch Community Hospital

Response to RFQ for Injector System

PROPOSED PRODUCTS

Medrad Injector with Certegra Workstation

SUBMITTED BY

Lana Masters
Director of Service
606-571-1394
Lana.Masters@med.ge.com

DUE DATE AND TIME

November 24, 2015 @ 1:30 EST

BID DETAILS

Sealed Bid: Dual Syringe Power Injector with Workstation
Buyer: April Battle, Buyer
Solicitation No: CRFQ 0506 WEH1600000011
Bid Opening Date: November 24, 2015
Bid Opening Time: 1:30 PM EST
Fax Number: 304-558-3970571-1397

PROPOSAL #

CRFQ 0506 WEH1600000011

BID TYPE

Technical & Cost

mimeo.com

PACKING SLIP 0148271000

Order ID: 00-0004-00242-86602

From:
Annemarie Babaian
annemarie.babaian@med.ge.com

636-536-2791

Submitted: 11/23/2015 11:01:05 AM CST
Deliver: 11/24/2015 8:30:00 AM

Deliver To:

April Battle, Buyer 51
Welch Community Hospital
2019 Washington St E
Purchasing
Charleston, WV 25305-2214
United States
314-681-1766

04-1004-00242-63321

Contents:

Document	Description	Quantity
99 WELCH BOX LABEL (1)	1 Page ColorDocument	1
Welch Community Hospital Dual Power Injector RFQ	37 Page Mixed Color Bound Document	2
		3

Order may be shipped in multiple packages.

For more information visit, **www.mimeo.com**,
or call Customer Care at **1.800.GoMimeo** (1 800 466 4636).

Proprietary Statement

GE Healthcare, a division of General Electric Company, through one or more of its affiliates ("GE Healthcare"), is pleased to submit and offer the products and services described in this proposal to Welch Community Hospital ("Customer") for its consideration and selection. GE Healthcare has reviewed the terms and conditions for this RFQ and takes a general exception to the application of such terms and conditions without a mutually agreed upon separate contract.

If awarded the bid, the parties agree to work in good faith to negotiate mutually acceptable terms and conditions governing the purchase and sale of any GE Healthcare equipment. Negotiation shall be based on, but not be limited to, this RFQ, all GE Healthcare responses to this RFQ, GE Healthcare's standard terms and conditions applicable to the purchase of the products and/or services listed on the Quotation and GE Healthcare's Warranty Statement.

Furthermore, in its response to this RFP, GE Healthcare may indicate that it "understands" the requirements of the RFP with a qualifying statement thereafter. Such statements shall be subject to GE Healthcare's general exception to the terms and conditions of this RFP as noted above.

The information contained herein is the confidential and proprietary information of GE Healthcare, its third party vendors and its affiliated entities, and may be disclosed only to persons with a need to know solely for the purpose of evaluating the information for a potential transaction. Any unauthorized use or disclosure is strictly prohibited. After use or upon reasonable request, this information may be returned or destroyed.

Section 1.

Response to RFQ

Welch Community Hospital

REQUEST FOR QUOTATION
CMA 0506 WEH16000000002
Dual Syringe Power Injector System (Medrad Stellant CT Injections System with Certegra Workstation or equal) and Dual Syringes (Stellant SDS-CTP-SPK 200ml Syringe Kit or equal)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Behavioral Health and Health Facilities (BBHHF), Welch Community Hospital to establish an open-end contract for the purchase of one dual syringe power injector system (Medrad Stellant CT Injections System with Certegra Workstation or equal) and the dual syringes (Stellant SDS-CTP-SPK 200ml Syringe Kit or equal) to be utilized with the contrast injector.

   This solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1: Provisions Required for Federally Funded Procurements.

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 as Exhibit A, 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 **One (1) Dual Syringe Power Injector System (Medrad Stellant CT Injections System with Certegra Workstation or equal)**

         3.1.1.1 The system must include dual injector head, base, and workstation.

Complies

3.1.1.2 The injector must be for use to deliver intravenous (IV) contrast for computerized tomography (CT) exams.
Complies

3.1.1.3 Item must be pedestal mounted.
Complies

3.1.1.4 System must include all cabling
Complies

3.1.1.5 The radiology technician shall be able to input into the control panel the physician ordered amount of contrast and the amount of time needed for delivery of contrast injection to ensure the injector delivers the correct dosage at the correct rate to the patient.
Complies

3.1.1.6 The injector shall have automatic plunger advance capabilities and shall retract when attaching and detaching syringes.
Complies

3.1.1.7 The unit shall have automatic filling and priming.
Complies

3.1.1.8 The unit shall have a multi-phase programing Hold/Pause feature.
Complies

3.1.1.9 The unit shall be capable of performing integrated saline tests inject.
Complies

3.1.1.10 The unit shall have a programmable pressure limit with a psi of at least a minimum range of 10 psi to at least a maximum 325 psi.
Complies

3.1.1.11 The unit shall have a scan delay feature ranging from 0 to 300 seconds with 1 second increments.
Complies

3.1.1.12 The unit shall have a pause feature ranging from 1 to 900 seconds with 1 second increments.
Complies

3.1.1.13 The unit shall have a maximum hold time of 20 minutes.
Complies

3.1.1.14 The unit shall have a dual flow capability to inject contrast and saline.
Complies

3.1.2 200ml Dual Syringe Kit (Stellant SDS-CTP-SPK 200ml Syringe Kit or equal)

3.1.2.1 Each case includes twenty (20) kits, each kit must include two (2) 200ml syringes, Y coiled tubing with dual check valve, and two (2) large spikes.
Complies

3.1.3 Installation/Set-up and Training

3.1.3.1 Vendor will provide installation/set-up and provide on-site training to four (4) radiology personnel. On-site training will need to take place upon delivery and set up of the equipment.
Typically, training is delivered by the installer. Installation is included in the quotation (see quotation & pricing sheet for details).

Set-up and training will be within thirty (30) calendar days after order is received. Vendor will need to make arrangements with the Radiology Department for delivery date and time.
Understood.

3.1.4 Warranty and Preventative Maintenance

3.1.4.1 Vendor shall include a one (1) year all-inclusive warranty.
Complies.

3.1.4.2 Vendor shall include one (1) year of preventative maintenance service. All preventative maintenance must be completed as recommended by the manufacturer.

Planned Maintenance is included in the first year of warranty if required by the OEM.

4. CONTRACT AWARD:

GE Healthcare has reviewed the terms and conditions for this RFQ and takes a general exception to the application of such terms and conditions without a mutually agreed upon separate contract. If awarded the bid, the parties agree to work in good faith to negotiate mutually acceptable terms and conditions governing the purchase and sale of any GE Healthcare equipment. Negotiation shall be based on, but not be limited to, this RFQ, all GE Healthcare responses to this RFQ, GE Healthcare's standard terms and conditions applicable to the purchase of the products and/or services listed on the Quotation and GE Healthcare's Warranty Statement.

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 Page.

4.2 Pricing Pages: Vendor should complete their bid by providing a Unit Price for the Commodity or Service Lines on the Request for Quotation. If responding to the request for Quotation on paper, vendor should also provide a Total Price for each Commodity line by multiplying their bid Unit Price by the listed quantity for each line and for a Grand total. 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 type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. https://prod-fin-vss.wvoasis.gov/webapp/prdvss11/AltSelfService

5. ORDERING AND PAYMENT:

GE Healthcare has reviewed the terms and conditions for this RFQ and takes a general exception to the application of such terms and conditions without a mutually agreed upon separate contract. If awarded the bid, the parties agree to work in good faith to negotiate mutually acceptable terms and conditions governing the purchase and

sale of any GE Healthcare equipment. Negotiation shall be based on, but not be limited to, this RFQ, all GE Healthcare responses to this RFQ, GE Healthcare's standard terms and conditions applicable to the purchase of the products and/or services listed on the Quotation and GE Healthcare's Warranty Statement.

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.

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

6. DELIVERY AND RETURN:

GE Healthcare has reviewed the terms and conditions for this RFQ and takes a general exception to the application of such terms and conditions without a mutually agreed upon separate contract.
If awarded the bid, the parties agree to work in good faith to negotiate mutually acceptable terms and conditions governing the purchase and sale of any GE Healthcare equipment. Negotiation shall be based on, but not be limited to, this RFQ, all GE Healthcare responses to this RFQ, GE Healthcare's standard terms and conditions applicable to the purchase of the products and/or services listed on the Quotation and GE Healthcare's Warranty Statement.

6.1 Delivery Time: Vendor shall deliver equipment, provide installation/set-up and training within thirty (30) calendar days after order is received; standard orders for dual syringes must be delivered within 7 calendar days after orders are received. Vendor shall deliver emergency orders within 3 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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

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

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

7. VENDOR DEFAULT:

GE Healthcare has reviewed the terms and conditions for this RFQ and takes a general exception to the application of such terms and conditions without a mutually agreed upon separate contract.
If awarded the bid, the parties agree to work in good faith to negotiate mutually acceptable terms and conditions governing the purchase and sale of any GE Healthcare equipment. Negotiation shall be based on, but not be limited to, this RFQ, all GE Healthcare responses to this RFQ, GE Healthcare's standard terms and conditions applicable to the purchase of the products and/or services listed on the Quotation and GE Healthcare's Warranty Statement.

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.

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

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

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

GE Healthcare has reviewed the terms and conditions for this RFQ and takes a general exception to the application of such terms and conditions without a mutually agreed upon separate contract. If awarded the bid, the parties agree to work in good faith to negotiate mutually acceptable terms and conditions governing the purchase and sale of any GE Healthcare equipment. Negotiation shall be based on, but not be limited to, this RFQ, all GE Healthcare responses to this RFQ, GE Healthcare's standard terms and conditions applicable to the purchase of the products and/or services listed on the Quotation and GE Healthcare's Warranty Statement.

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.

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.

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.

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: Lana Masters
Telephone Number: 606 571 1394
Fax Number: Not applicable
Email Address: Lana.Masters@med.ge.com

Section 2.

Pricing

Welch Community Hospital

Exhibit A

Welch Community Hospital
CMA 0506 WEH160000002

Dual Syringe Power Injector System (Medrad Stellant CT Injections System with Certegra Workstation or equal) and Dual Syringes (Stellant SDS-CTP-SPK 200ml Syringe Kit or equal)

Pricing Page

Description	Quantity	Unit of Measure	Cost per Unit	Total Cost
3.1.1 Dual Syringe Power Injector System (Medrad Stellant CT Injections System with Certegra workstation or equal	1	each	42,100	$42100
*3.1.2 200ml Dual Syringe Kit (Stellant SDS-CTP-SPK 200ml Syringe Kit or equal (20 kits per case)	1	case	428	$428
3.1.3 Installation /Set-up and Training	1	each	1225	$1225
3.1.4 Warranty and Preventative Maintenance	1	each	0	0
3.1.4 Warranty and Preventative Maintenance	1	each	0	0
			Grand Total Cost	$43743

*The number **dual syringes (Stellant SDS-CTP-SPK 200ml Syringe Kit or equal)** listed on the cost sheet is for bidding purposes only. The vendor will be required to provide actual quantities needed, be it more or less. 20 dual syringe kits per case.

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

GE Healthcare	3000 N. Grandview Blvd, Waukesha WI 53188
Vendor Name (Printed)	**Vendor Address**
Lana Masters, Director of Service	Lana D. Masters
Vendor Authorized Representative	**Signature** **Date**
606-571-1394	Not applicable lana.masters@med.ge.com
Telephone	**Fax** **E-mail**

GE Healthcare

Medrad Stellant D CT Dual Head Injector

7/27/2015

Hazel Adair
Procurement Officer
Welch Community Hospital
454 McDowell Street, Welch, WV 24801

GE Healthcare

Re: Welch Community Hospital July 27, 2015

Dear Hazel:

Thank you for the opportunity to submit this proposal on behalf of GE Healthcare. GE Healthcare, a division of the General Electric Company is pleased to submit and offer the CT Dual Head Injector described in this proposal to Welch Community Hospital for your consideration and selection. We are excited about the opportunity to work with you on this project.

We trust that you will find any injector related questions answered in the attached materials, and in the Quotation. If you have additional questions about the CT Dual Head Injector that we are proposing, please let us know and we will be happy to address any such questions.

The information contained herein is the confidential and proprietary information of GE Healthcare, its third party vendors and its affiliated entities, and may be disclosed only to persons with a need to know solely for the purpose of evaluating the information for a potential transaction. Any unauthorized use or disclosure is strictly prohibited.

We look forward to working with you on this project. Please let us know if you have any questions.

Regards,

Lana D. Masters
Director of Service

GE Healthcare

Table of Contents

Executive Summary

Our suite of maintenance service offerings is designed to help you get the most from your clinical assets in terms of uptime, clinical excellence and workflow efficiency. The management features of these offerings will help you control risk, address changing regulatory and accreditation requirements, and meet your budget objectives without compromise.

This proposal offers a service solution that is designed to provide you with quality, flexibility, simplicity and the confidence of a trusted service provider who has your best interest in mind, allowing you to focus on providing superior patient care. I look forward to reviewing this proposal in person with you so I can ensure you have all of the information you need.

If you have any questions or concerns, please do not hesitate to contact me. I look forward to building a relationship between Welch Community Hospital and GE Healthcare that exceeds your expectations for many years to come.

GE Healthcare Overview

GE Healthcare provides transformational medical technologies and services as well as professional consulting services that are shaping a new age of patient care. We have been providing cutting-edge solutions to our clients for over 100 years. Our broad range of products, service and expertise in medical imaging and information technologies, medical diagnostics, patient monitoring systems, performance improvement, drug discovery, and biopharmaceutical manufacturing technologies is helping clinicians around the world re-imagine new ways to better diagnose, inform, monitor and treat cancer, heart disease, neurological diseases and other conditions earlier.

Our "healthymagination" vision for the future invites the world to join us on our journey as we continuously develop innovations focused on reducing costs, increasing access and improving quality and efficiency around the world. Headquartered in Chalfont St. Giles, United Kingdom, GE Healthcare is a $17 billion unit of General Electric Company (NYSE: GE). Worldwide, GE Healthcare employs more than 46,000 people committed to serving healthcare professionals and their patients in more than 100 countries. For more information about GE Healthcare, visit our website at www.gehealthcare.com.

OnDemand Service Quote

Quote Date: July 27, 2015

This quote expires 30 days from the Quote Date

Customer Name: Hazel Adair

Customer Phone#: 304.436.8708 x 8710

Equipment Location: 454 McDowell Street, Welch, WV

System ID: 304436LS16

GE Healthcare
General Electric Company
http://www.gehealthcare.com
Lana Masters
Director of Service
lana.masters@med.ge.com/
606.571.1394

Customer requests the following maintenance, repair and/or upgrade service, and/or replacement of certain parts, assemblies and accessories, to be performed by GE Healthcare are subject to the terms set forth on the pages of this order. Customer understands that all replaced parts, assemblies and accessories will become GE's property and will be removed by GE upon their replacement; **failure to provide GE with those replaced parts will result in an additional charge to the customer. Customer agrees to pay GE's charge for service in full, plus applicable tax, if any, within 30 days of receipt of GE's invoice.** Late payments will be subject to a later fee equal to 1% per month (or the amount allowed by law, whichever is less) on the outstanding amount. By signing, customer acknowledges receipt of a copy of this order.

Job Description:
CT Dual Head Injector Pedestal Mount including syringe kit and installation by Medrad/ Bayer Healthcare

Unless otherwise noted, quoted labor and travel are performed between the hours of 8 am - 5 pm, Mon - Fri (excluding holidays)

Item#	Description	Quantity	Unit Price	Discount	Amount
1	Medrad Stellant D Dual Flow Pedestal Injector Item No: E8007NH	1.00	$52,625.00	20%	$52,625.00
1	Stellant SDS-CTP-SPK 200ml Syringe Kit Item No: E8006RB 20/0K	1.00	$535.00	20%	$535.00
1	E8007PH Stellant pedestal mount injector installatio by MEDRAD / BAYER Healthcare	1.00	$2,660.00	20%	$2,660.00
				Sub-total	**$55,820.00**
				Line Item Discount Amount	**$11,164.00**
				Grand Total (Tax not included, if any)	**$44,656.00**

Missing Items & Repairs:
Any components or sub components necessary to complete the installation will be communicated to Customer. These items are not part ofthis Service Order. Any repair parts or repair labor needed to bring the unit up to full operational condition during initial checkout or reinstallationin order to successfully complete this Service Order will be communicated to Customer for approval of additional expenditure priorto the repair being initiated. Component failures can occur due to stressing the equipment during reinstallation, re-calibration, system powerup/down, i.e. X-Ray tubes or circuit boards could fail which would be an "End of Life Cycle" type failure not covered by this Service Order.

Customer Acceptance:
Upon acceptance of this quote, customer must provide GEHC with a "hard copy" (printed or electronic) of the Purchase Order prior to thecommencement of services outlined in this quotation. This requirement may be waived by the local Director of Service.

PO#: _____ Customer Name: _____ Customer Title: _____

PO $ Amount: _____ Customer Signature: _____ Customer Phone#: _____

GE Healthcare General Terms and Conditions

References herein to "Products" and "Services" mean the Products (including equipment and software) and Services identified on the applicable GE Healthcare Quotation ("Quotation").

1. General Terms

1.1. Confidentiality. Each party will treat the terms of this Agreement and the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Customer will treat GE Healthcare (and GE Healthcare's third party vendors') software and technical information as confidential information whether or not marked as confidential and shall not use or disclose to any third parties any such confidential information except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to GE Healthcare). The receiving party shall have no obligations with respect to any information which (i) is or becomes within the public domain through no act of the receiving party in breach of this Agreement, (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove, (iii) is independently developed by the receiving party and the receiving party can so prove, or (iv) is received from another source without any restriction on use or disclosure.

1.2. Governing Law. The law of the state where the Product is installed or the Service is provided will govern this Agreement.

1.3. Force Majeure. Neither party is liable for delays or failures in performance (other than payment obligations) under this Agreement due to a cause beyond its reasonable control. In the event of such delay, the time for performance shall be extended as reasonably necessary to enable performance.

1.4. Assignment; Use of Subcontractors. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may transfer and assign this Agreement without the other party's consent to any person or entity (except to a GE Healthcare competitor) that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignees agree, in writing, to be bound by the terms of this Agreement. Subject to such limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. GE Healthcare may hire subcontractors to perform work under this Agreement, provided that GE Healthcare will at all times remain responsible for the performance of its obligations and duties under this Agreement.

1.5. Amendment; Waiver; Survival. This Agreement may be amended only in writing signed by both parties. Any failure to enforce any provision of this Agreement is not a waiver of that provision or of either party's right to later enforce each and every provision. The terms of this Agreement that by their nature are intended to survive its expiration (such as the confidentiality provisions included herein) will continue in full force and effect after its expiration.

1.6. Termination. If either party materially breaches this Agreement and the other party seeks to terminate this Agreement for such breach, such other party shall notify the breaching party in writing, setting out the breach, and the breaching party will have sixty (60) days following receipt of such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may terminate this Agreement by written notice to the breaching party. For the avoidance of doubt, this Agreement is not terminable for convenience and may only be terminated in accordance with this Agreement. If GE Healthcare determines in good faith at any time that there are legal or regulatory compliance and/or material credit issues with this Agreement, if any, GE Healthcare may terminate this Agreement (including warranty services hereunder) immediately upon written notice to Customer.

2. Compliance

2.1. Generally. This Agreement is subject to (i) GE Healthcare's on-going credit review and approval and (ii) GE Healthcare's on-going determination that Customer and this Agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE OR MAY BE SUBJECT TO REGULATION BY THE FDA AND OTHER FEDERAL OR STATE AGENCIES. CUSTOMER SHALL NOT USE OR PERMIT THE PRODUCTS TO BE USED IN ANY MANNER THAT DOES NOT COMPLY WITH APPLICABLE FDA OR OTHER REGULATIONS OR FOR ANY NON-MEDICAL, ENTERTAINMENT, OR AMUSEMENT PURPOSES. Further, Customer represents that it is purchasing the Products for its own use consistent with the terms of this Agreement and that it does not intend to re-sell the Products to any other party or to export the Products outside the country to which GE Healthcare delivers the Products.

2.2. Cost Reporting. Customer represents and warrants that it shall comply with (a) the applicable requirements of the Discount Statutory Exception, 42 U.S.C. 1320a-7b(b)(3)(A), and the Discount Safe Harbor, 42 C.F.R. § 1001.952(h), with respect to any discounts Customer may receive under this Agreement and (b) the Warranties Safe Harbor, 42 C.F.R. § 1001.952(g), with respect to any price reductions of an item (including a free item) which were obtained as part of a warranty under this Agreement. Customer agrees that, if Customer is required to report its costs on a cost report, then (i) the discount must be based on purchases of the same good bought within a fiscal year; (ii) Customer must claim the benefit in the fiscal year in which the discount is earned or in the following year; (iii) Customer must fully and accurately report the discount in the applicable cost report; and (iv) Customer must provide, upon request, certain information required to be provided to Customer by GE Healthcare as a seller or offeror, as appropriate. If Customer is an individual or entity in whose name a claim or request for payment is submitted for the discounted items, the discount must be made at the time of the sale of the good; and Customer must provide, upon request, certain information required to be provided to Customer by GE Healthcare as a seller or offeror, as appropriate. GE Healthcare agrees to comply with the applicable requirements for sellers or offerors under the Discount Safe Harbor, as appropriate.

2.3. Site Access Control and Network Security. Customer shall be solely responsible for establishing and maintaining security, virus protection, backup and disaster recovery plans for any data, images, software or equipment. GE Healthcare's Services do not include recovery of lost data or

images. Customer shall comply with all applicable laws and regulations related to site access control.
2.4. Environmental Health and Safety. Customer shall provide and maintain a suitable, safe and hazard-free location and environment for the GE Healthcare Products and Services in material compliance with any written requirements provided by GE Healthcare, perform GE Healthcare recommended routine maintenance and operator adjustments, and ensure that any non-GE Healthcare provided Service is performed by, and GE Healthcare Products are used by, qualified personnel in accordance with applicable user documentation. GE Healthcare shall have no obligation to perform Services until Customer has complied with its obligations under this Section.
2.5. GE Healthcare-Supplied Parts. GE Healthcare can make no assurances that Product performance will not be affected by the use of non-GE Healthcare-supplied parts. In some instances, use of non-GE Healthcare-supplied parts may affect Product performance or functionality.
2.6. Training. Any Product training identified in the Quotation shall be in accordance with GE Healthcare's then-current training program offerings and terms. Unless otherwise stated in the catalog description, training must be completed within twelve (12) months after (i) the date of Product delivery for training purchased with Products and (ii) the start date for Services for training purchased with Services. If training is not completed within the applicable time period, GE Healthcare's obligation to provide the training will expire without refund.
2.7. Medical Diagnosis and Treatment. All clinical and medical treatment and diagnostic decisions are the responsibility of Customer and its professional healthcare providers.
2.8. Consent to Use of Data. To the extent GE Healthcare creates, receives, maintains, transmits or otherwise has access to any Protected Health Information ("PHI") in the course of performing under this Agreement, GE Healthcare shall only use and disclose such PHI as permitted by the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191 (August 21, 1996), its implementing regulations, and the Health Information Technology for Economic and Clinical Health ("HITECH") Act and its implementing regulations (collectively, "HIPAA"), and the applicable Business Associate Agreement between the Parties. Customer agrees that GE Healthcare may also create, receive, maintain, transmit and otherwise have access to machine, technical, system, usage and related information that is not PHI, including, but not limited to, information about Customer's Product, Service, system and software, that is gathered periodically to facilitate the provision of Product support, consulting, training and other Services to Customer (if any), and to verify compliance with the terms of this Agreement. GE Healthcare or its agents may use such information to provide, develop or improve GE Healthcare's products or services.

3. Disputes; Liability; and Indemnity
3.1. Waiver of Jury Trial. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.
3.2. Limitation of Liability. GE HEALTHCARE'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED: (A) FOR PRODUCTS OR SERVICES OTHER THAN SERVICES UNDER AN ANNUAL SERVICE CONTRACT, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR ANNUAL SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR GE HEALTHCARE (NOR THEIR RESPECTIVE REPRESENTATIVES) SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.
3.3. IP Indemnification. GE Healthcare will defend, indemnify and hold harmless Customer from any third party claims for infringement of intellectual property rights arising from Customer's use of GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation in accordance with their specifications and within the license scope granted in this Agreement. If any such claim materially interferes with Customer's use of such equipment and/or software, GE Healthcare shall, at its option: (i) substitute functionally equivalent non-infringing products; (ii) modify the infringing Product so that it no longer infringes but remains functionally equivalent; (iii) obtain for Customer at GE Healthcare's expense the right to continue to use the infringing Product; or (iv) if the foregoing are not commercially reasonable, refund to Customer the purchase price, as depreciated (based on five (5) year straight-line depreciation), for the infringing Product. Any such claims arising from Customer's use of such infringing Product after GE Healthcare has notified Customer to discontinue use of such infringing Product and offered one of the remedies set forth in clauses (i) through (iv) above are the sole responsibility of Customer. This Section represents Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) regarding any infringement claim associated with such infringing Product. The above indemnification obligation is conditional upon Customer providing GE Healthcare prompt written notice of the infringement claim after receiving notice of such claim, allowing GE Healthcare to control the defense of such claim, and reasonably cooperating with GE Healthcare in such defense. Notwithstanding any other provision in this Agreement, GE Healthcare shall not have any obligation to Customer hereunder for infringement claims based on or resulting from: (a) use of such infringing Product in combination with any computer software, tools, hardware, equipment, materials, or services, not furnished or authorized in writing for use by GE Healthcare; (b) use of such infringing Product in a manner or environment or for any purpose for which GE Healthcare did not design or license it, or in violation of GE Healthcare's use instructions; or (c) any modification of such infringing Product by Customer or any third party. GE Healthcare shall not be responsible for any compromise or settlement or claim made by Customer without GE Healthcare's written consent. This indemnification obligation is expressly limited to the GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation.

Payment and Finance
Generally. The payment and billing terms for the Product(s) and/or Service(s) are stated in the Quotation.

4.2. Affiliate Billing. If Customer's order includes Products manufactured by more than one GE Healthcare affiliated company, each affiliated company may invoice Customer separately for the portion of the total price under the Quotation attributable to its Products, under the same payment terms specified in the Quotation. There shall be no additional fees or charges to Customer for such separate invoicing.
4.3. Late Payment. Failure to make timely payment is a material breach of this Agreement, for which (in addition to other available remedies) GE Healthcare may suspend performance under any or all GE Healthcare agreements until all past due amounts are brought current. If GE Healthcar so suspends, GE Healthcare will not be responsible for the completion of planned maintenance due to be performed during the suspension period and any product downtime will not be included in the calculation of any uptime commitment. Interest shall accrue on past-due amounts at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Customer will reimburse GE Healthcare for reasonable costs (including attorneys' fees) relating to collection of past due amounts. Any credits that may be due to Customer under an agreement may be applied first to any outstanding balance. If Customer has a good faith dispute regarding payment for a particular Product (or subsystem thereof) or Service, such dispute shall not entitle Customer to withhold payment for any other Product (or subsystem thereof) or Service provided by GE Healthcare. GE Healthcare may revoke credit extended to Customer because of Customer's failure to pay for any Products or Services when due, and in such event all subsequent shipments and Services shall be paid for on receipt.
4.4. Taxes. Prices do not include sales, use, gross receipts, excise, valued-added, services, or any similar transaction or consumption taxes ("Taxes"). Customer shall be responsible for the payment of any such Taxes to GE Healthcare unless it otherwise timely provides GE Healthcare with a valid exemption certificate or direct pay permit. In the event GE Healthcare is assessed Taxes, interest or penalty by any taxing authority, Customer shall reimburse GE Healthcare for any such Taxes, including any interest or penalty assessed thereon. Each party is responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.

5. Service
5.1 Service Warranties. GE Healthcare warrants that its services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. The foregoing service remedies are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liabilities) for service warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WILL APPLY. GE Healthcare may use refurbished parts during service as long as it uses the same quality control procedures as for new parts. Any part for which GE Healthcare has supplied a replacement shall become GE Healthcare property.
5.2. Software License. GE Healthcare grants to Customer a non-exclusive, non-transferable license to use for internal business only the GE Healthcare software, third-party software and associated documentation provided hereunder by GE Healthcare to Customer, subject to the license scope and other restrictions set forth in this Agreement. Customer may permit its employees, agents and independent contractors to use the software and associated documentation consistent with this Agreement; provided, however, that Customer shall be responsible for any acts of its employees, agents and/or independent contractors which are inconsistent with this Agreement. Customer may only use any third-party software provided by GE Healthcare together with the GE Healthcare software and will comply with all third-party software license terms included in any click or shrink wrap license or of which GE Healthcare otherwise makes Customer aware. Without GE Healthcare's prior written consent, Customer may not: (i) copy, sublicense, distribute, rent, lease, loan, resell, modify or translate the software or create derivative works based thereon; (ii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the software; (iii) provide service bureau, time share or subscription services based on the software; or (iv) remove, obscure or modify any markings, labels or any notice of the proprietary rights, including copyright, patent and trademark notices of GE Healthcare or its licensors. Customer may make one copy of the software solely for backup purposes. GE Healthcare and its licensors, as applicable, retain all ownership and intellectual property rights to the software and documentation. No license rights are granted (whether by implied license or otherwise), to Customer, except as specifically provided in this section.
5.3. Independent Contractor. GE Healthcare and Customer are independent contractors and nothing contained in this Agreement is intended nor shall it be construed as creating a fiduciary relationship, partnership or joint venture between the parties, except as otherwise agreed in writing by the parties.
5.4. Connectivity (Applies Only to Products with InSiteTM or iLinqTM). Customer will provide GE Healthcare with access via connection validated by GE Healthcare for the Product such as an internet connection, VPN persistent access, or other secure remote access reasonably requested by GE Healthcare to permit GE Healthcare to perform support services and meet service levels, including remote diagnostic, monitoring and repair services. If Customer does not permit GE Healthcare to connect via a connection validated by GE Healthcare for the Product and the service representative must therefore be dispatched to the Customer site, then Customer will pay GE Healthcare at GE Healthcare's then-current standard applicable contract overtime rate for services performed by the service representative. Unless Customer specifically requests in writing that GE Healthcare disable the remote connection, the remote connection will continue to connect to Customer's Products following expiration of any Agreement.

6. Parts/Accessories (if applicable)
6.1. Transportation, Title and Risk of Loss. Shipping terms are FOB Destination. Title and risk of loss to equipment passes to Customer upon delive

to Customer's designated delivery location. Software is licensed to Customer; no title to or other ownership interest in such software passes to Customer.

6.2. Delivery. When feasible, GE Healthcare reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. At the time of such delivery, Customer will pay GE Healthcare for any amounts due on delivery. Delivery dates are approximate. For GE Healthcare software or documentation, delivery means the first to occur of: (i) communication to Customer through electronic means, that allows Customer to take possession of the first copy or product master, or (ii) delivery to Customer's designated delivery location.

6.3. Product Returns. Except as otherwise provided in any applicable Product return policy, and except for products shipped in error that are different from the Products listed in the Quotation, Customer shall not have any right to return Products for a refund after delivery.

6.4. Acceptance. Customer shall be deemed to have accepted a Product delivered by GE Healthcare under this Agreement upon delivery.

6.5. Warranty.

- Warranties for hardware and software accessories are set forth in GE Healthcare's applicable Warranty Statement.
- Warranties for OEM parts are as set forth by the OEM in the applicable parts package as provided by the OEM.
- Warranties for GE Healthcare Specialty Components (Tubes, Detectors, and Probes) are set forth in the applicable Specialty Component Warranty Statement.
- Warranties for GE Healthcare Parts (excluding Specialty Components) shall be as follows: Each new, used, or exchange (refurbished) part purchased from GE Healthcare will be free from defects in material, workmanship, and title, and will conform to GE Healthcare's published specifications for such part on the date of shipment of the part. Part specifications are available on request. The warranty period for the above remedies (except warranty of title) is one-hundred and twenty (120) days for new and exchange parts, and ninety (90) days for used parts The warranty period shall begin on the day after either (a) the part is installed by GE Healthcare or (b) the delivery date of such part (if such part is shipped). If Customer promptly notifies GE Healthcare of Customer's warranty claim during the warranty period and makes the warranted part available for service, GE Healthcare will, at its option either repair, adjust or replace (with new or exchange replacement parts) the non-conforming warranted part. The foregoing remedy is Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective warranted part or re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's warranty claim. The warranty period for any part furnished to Customer to correct a warranty failure will be the remaining term of the warranty applicable to the original part. The warranties do not cover: (a) any defect or deficiency (including failure to confirm to part specifications) which result, in whole or in part, from (1) any alteration, improper storage, mishandling, misuse, or improper maintenance, or any extraordinary use of the part or the equipment in which the part is installed by anyone other than GE Healthcare, (2) failure to follow any GE Healthcare written recommendations or instructions, (3) using or combining the part with any item or data except as specified in the part specifications or using or combining the part with any item or data that does not properly and unambiguously exchange data with the part in accordance with any of the part or product specifications, (4) any of Customer's designs, specifications, or instructions, (5) any failure to use the part in accordance with the specifications, including upper and lower date limits, (6) any failure of the product other than the part to use or process correctly dates, or (7) any cause external to the parts as furnished by GE Healthcare or beyond GE Healthcare's reasonable control; (b) products which are not listed in GE Healthcare's price pages at the time of sale (normally identified by NL or NW serial numbers). Non-listed parts are provided with the manufacturer's warranties, if any, that GE Healthcare is permitted to pass on. Otherwise, non-listed parts are provided AS-IS; and (c) parts installed outside the United States and Canada.
- These warranty statements/forms are the complete and exclusive statement of the warranty terms herein. No warranty is furnished for anything excluded from the warranty forms or for operating documentation, operating tools parts, or room moves. These items are provided AS IS. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WILL APPLY. Parts may be new or refurbished, and refurbished parts will have the same quality control procedures as for new parts. Any part for which GE Healthcare has supplied a replacement shall become GE Healthcare property.

6.6. Parts are intended only for use in servicing the Equipment at the facility in which it was intended as included herein, and are not for resale or other distribution. Parts are not intended for servicing any other equipment or for manufacturing or refurbishing any equipment. We reserve the right to reject without liability any order and to revoke without liability any acceptance if we reasonably determine that a Part is not intended for use in servicing Equipment.

7. Room Moves/Product Relocation services (if applicable)

7.1. GE Healthcare's relocation or room move services for equipment identified in the Quotation ("System") will be performed in accordance with applicable GE Healthcare installation guides and project plans and are otherwise subject to the following additional provisions. Customer agrees to review the applicable installation guides and project plans and perform its obligations set forth in those materials.

7.2. Customer will prepare the location for the re-installation of the System consistent with GE Healthcare's written specification including the installation of necessary system cable and assembly of any necessary equipment or hardware not provided by GE Healthcare, unless agreed otherwise in writing by the parties. The System's location in the new room may necessitate the use of new cabling. This quote does not include the use of new cables. Customer is responsible for the cost of new cabling, if applicable. Customer will provide an electrician to disconnect and re-

connect power to the system in both locations.

7.3. For Systems that will be operated or in connection with Customer supplied hardware or software, Customer is responsible for ensuring that its hardware or software conform with GE Healthcare's minimum hardware and software requirements as made available.

7.4. Customer will assume responsibility for added costs due to delays and work slowdowns caused by inadequate site preparation, facility requests, or other circumstances beyond the control of GE Healthcare.

7.5. The Quotation assumes adequate doorway and hall sizes to allow passage of the System to be moved. GE Healthcare is not responsible for dismantling of rooms or doorways if needed for removal or re-installation.

7.6. Any repair and associated labor needed to bring the System up to a fully operational system during initial functional check or during re-installation will be the responsibility of Customer, and will be invoiced separately unless otherwise covered by an existing GE Healthcare service agreement.

7.7. Equipment site drawings for the new location will be provided at Customer's request for no additional charge. If subsequent to preparing site drawings, Customer decides to terminate this agreement, Customer will be responsible for GE Healthcare's cost in preparing the site drawings and will be invoiced separately.

7.8. Prior to de-installation and removal of mobile and fixed asset equipment, Customer will ensure that the site where the System is located and the System itself are clean and free of bodily fluids and other materials that may have the potential to carry diseases. Customer is also responsible for remediating all bio-hazards that may be discovered during the de-installation process (i.e. under equipment covers/below access flooring/cable ducts, etc).

7.9. Customer is also responsible for the proper management and disposal of the following material that may be located at Customer's site: radioactive sources, PET radioactive pins; biohazard filled bags; pharmaceuticals; and all other materials considered hazardous under U.S. Department of Transportation shipping regulations. These materials will be left in Customer's possession for management, transportation, and disposal by Customer or its contractors in accordance with applicable legal requirements.

7.10. Until it is de-installed and removed by GE Healthcare or its contractor, Customer is responsible for risk and loss of the System, the proper operation of the System and compliance with any laws relating to the operation of the System. It is the responsibility of the Customer to ensure that any Protected Health Information (as defined by the Health Insurance Portability and Accountability Account Privacy Rule) is removed from the System before the System is removed. Customer represents and warrants that it has removed all Protected Health Information from the System. Customer further agrees to indemnify GE for any loss whatsoever resulting from any Protected Health Information that is not removed from the System. The parties agree that GE Healthcare shall have no obligations whatsoever in connection with any Protected Health Information that is not properly removed from the System by the Customer.

7.11. De-Install & Relocation (unless otherwise expressly quoted):

- Pre-move site assessment and coordination of room preparation with facility contractor.
- GE Healthcare will mechanically de-install the System and prepare it for transport.
- De-installation will include a functional check of the system and any appropriate software back-ups prior to removal and all preparation necessary to ready the System for transport by an equipment mover. GE Healthcare equipment dollies will be used where applicable.
- GE Healthcare or its designate will transport the System to its new location.

7.12. Re-Installation / Calibration (unless otherwise expressly quoted):

- GE Healthcare will mechanically install the System and perform electrical checkout & calibrations.
- With the exception of cabling, GE Healthcare will cover the cost of repair parts & labor under the existing GE Healthcare service contract.
- Reinstallation will include the physical installation of the System, calibration to system specifications, and testing as necessary to meet applicable requirements.

7.13. Exclusions (unless otherwise expressly quoted):

- Does not include cables that are not adequate length for the new location or room preparations, electrical, or structural details or modifications.
- No warranty is included for room move.
- Does not include parts or labor for pre-existing damage of non-functionality documented in system assessment.
- New cabling, rails or other hardware resulting from changes in size and orientation for the new location or changes in cable lengths
- Any repair parts and associated labor needed to bring the System up to a fully operational condition
- Loss, repair or replacement of System or components, including x-ray tubes, due to transportation or storage of equipment.
- Replacement of cryogens due to excessive boil-off prior to relocation or resulting from transportation of MR magnets
- Modifications or corrections to the work scope dictated by concealed conditions encountered in the performance of the work not indicated by the drawings or specifications.
- Lasers & alignment are Customer's responsibility
- Does not include removal of any equipment in current rooms at the new location.
- Cost of modifying the existing facility in order to allow for the removal, movement, and reinstallation of the System is the sole responsibility of Customer
- Cost of any architectural/engineering services, and construction-related work.
- Cost of union labor, if such labor is required.

7.14. GE Healthcare will perform all labor Monday through Friday from 9:00 a.m. until 5:00 p.m. excluding GE Healthcare holidays. If Customer authorizes GE Healthcare to work outside of the hours listed above, additional charges will apply.

8. Ultrasound Probe Service (if applicable)

8.1. Probe Evaluation. Upon receipt of Customer's defective probe ("Customer's Probe"), GE Healthcare shall conduct an evaluation, which may include, among other practices, the full disassembly of Customer's Probe (the "Evaluation"). The Evaluation fee is listed in the Quotation. Customer agrees to hold GE Healthcare harmless from any and all damage caused to Customer's Probe during the Evaluation. Upon completion of the Evaluation, GE Healthcare shall obtain Customer's approval of one of the following courses of action: (i) GE Healthcare repairs Customer's Probe as set forth in Section 8.2 below; (ii) Customer purchases a probe from GE Healthcare as set forth in Section 8.3 below; or (iii) Customer purchases a loaner probe from GE Healthcare as set forth in Section 8.5 below. Notwithstanding anything to the contrary herein, Customer shall remain responsible for the payment of the Evaluation fee. GE Healthcare reserves the right to modify the prices listed in the Quotation or decline to repair Customer's Probe to the extent that Customer's Probe may have been altered or previously repaired, or may have internal damage that is not identifiable during the Evaluation, which could require additional service and additional charges than what is listed in the Quotation, and may impair GE Healthcare's ability to provide probe repair service.

8.2. Probe Repair Service. In the event Customer desires to have Customer's Probe repaired, GE Healthcare will use commercially reasonable efforts to repair Customer's Probe. The probe repair service fee is listed in the Quotation. Except as otherwise set forth in Section 8.4 below, the probe repair service fee includes the fee for any loaner probe (if applicable). GE Healthcare warrants that the repaired probe with respect to the repaired/replaced parts and service provided by GE Healthcare, will be free from defects in material and workmanship under normal use and service for a period of ninety (90) days following delivery of the repaired probe to Customer. GE Healthcare will promptly re-perform any non-conforming service for no charge as long as Customer provides reasonable prompt written notice to GE Healthcare. The foregoing service remedy is Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) for probe repair service warranty claims. This exclusive remedy shall not have failed its essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WILL APPLY.

8.3. Probe Purchase. If, instead of having its probe repaired, Customer desires to purchase a probe (new or refurbished) from GE Healthcare, GE Healthcare may (in GE Healthcare's sole discretion) accept Customer's Probe as a trade-in at GE Healthcare's then current trade-in value. The details of such probe purchase will be set forth in a separate purchase agreement.

8.4. Loaner Probe. GE Healthcare may, for an additional fee and subject to availability, provide Customer with a loaner probe while evaluating and/or servicing Customer's Probe. Such loaner probe shall be subject to the following: (i) the loaner probe shall be for Customer's temporary use only, and Customer agrees to keep the loaner probe at the location identified in the Quotation; (ii) the loaner probe shall remain GE Healthcare property, but risk of loss passes to Customer upon delivery of the loaner probe; (iii) Customer agrees to maintain the loaner probe in proper operating condition and in accordance with GE Healthcare's operating instructions and return it to GE Healthcare in this condition (normal wear and tear excepted), and if Customer does not return the loaner probe in proper operating condition, GE Healthcare may invoice Customer for the full list price of the loaner probe; (iv) Customer will not repair, or permit others to repair, the loaner probe without the prior written consent of GE Healthcare; (v) if GE Healthcare does not receive the loaner probe within thirty (30) days of Customer's receipt of Customer's Probe, the repaired probe, or the probe purchased by Customer from GE Healthcare (as applicable), GE Healthcare may invoice Customer for the full list price of the loaner probe; and (vi) if GE Healthcare does not receive Customer's Probe within thirty (30) days of Customer's receipt of the loaner probe, GE Healthcare may invoice Customer for the full list price of the loaner probe. Loaner probes are provided AS IS with NO WARRANTIES OF ANY KIND, INCLUDING NO IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.5. Loaner Probe Purchase. In the event Customer desires to purchase the loaner probe from GE Healthcare and GE Healthcare agrees to sell Customer the loaner probe, then GE Healthcare may (in GE Healthcare's sole discretion) accept Customer's Probe as a trade-in at GE Healthcare's then current trade-in value. The details of such probe purchase will be set forth in a separate purchase agreement.

8.6. Other Terms and Conditions.

- All shipping and handling expenses related to Customer's Probe and loaner probes are the responsibility of Customer.
- Prior to shipping Customer's Probe or a loaner probe to GE Healthcare, Customer will ensure that Customer's Probe and the loaner probe is clean, disinfected, and free of bodily fluids and other materials that may have the potential to carry diseases.
- Customer represents and warrants that it owns Customer's Probe and Customer's Probe is free and clear of all liens, claims, encumbrances or restrictions of any kind.
- In the event Customer declines suggested probe repairs, Customer's Probe will be returned to Customer and Customer will be responsible for the payment of any Evaluation and loaner fees.

GE Healthcare

Warranty Statement
GE Brand Specialty Components (Detectors, Probes, X Ray Tubes and Image Intensifier Tubes)
United States and Canada

1. **Warranted Products and Scope.** These warranties cover the purchase and use of the GE Healthcare detectors, probes and/or tubes (X-ray, CT, or image intensifier) (hereafter, "Specialty Component(s)") listed in the GE Healthcare Quotation. This warranty statement incorporates GE Healthcare's General Terms and Conditions, and to the extent applicable, (a) GE Healthcare's Product Terms and Conditions, (b) GE Healthcare's Service Terms and Conditions, and/or (c) GE Healthcare's OnDemand Agreement.

GE Healthcare warrants that, starting with the Warranty Commencement Date and for the Warranty Period (each as defined below): (i) the Specialty Component(s) will be free from defects in title, material and workmanship under normal use and service and (ii) except for any Specialty Component(s) manufactured in compliance with Customer's designs or specifications, the Specialty Component(s) will perform substantially in accordance with GE Healthcare's written technical specifications for the Specialty Component(s) (as such specifications exist on the date the Specialty Component(s) is shipped) ("Specialty Component(s) Specifications"). This warranty statement defines GE Healthcare's warranty obligations for both parts and labor and is available only to end-users that purchase the Specialty Component(s) from GE Healthcare or its authorized distributors. The Warranty Period for all warranties, except the warranty of title and the Patent and Copyright Warranty, is limited in time as shown below.

2. **Warranty Commencement Date and Warranty Periods.**

2.1. Determining Warranty Periods For A Specialty Component(s). The Warranty Period start date ("Warranty Commencement Date") for the Specialty Component(s) supplied as part of a new system installation will be the system installation date. The Warranty Commencement Date for a replacement Specialty Component(s) is determined by (i) the date GE Healthcare installs the Specialty Component(s) or (ii) if GE Healthcare is not the installer of the Specialty Component(s), five (5) days after shipment of such Specialty Component(s) by GE Healthcare or its authorized distributor.

Customer shall receive the Full Warranty Period (as set forth in the chart below) in the following situations:

- Specialty Component(s) furnished to Customer as part of a new system installation; or
- Specialty Component(s) purchased by Customer with or without a pro-rata allowance.

For a Specialty Component(s) furnished to Customer under terms of the Full Warranty Period (as set forth in the chart below) the Warranty Period for the replacement Specialty Component(s) will be the unexpired term of the warranty applicable to the last Specialty Component(s) for which Customer paid all or a portion of the cost of that Specialty Component(s). For the sake of clarification, the Warranty Period does not reset for a Specialty Component(s) supplied by GE Healthcare as a replacement under the Full Warranty Period.

This Warranty Statement does not apply to a Specialty Component(s) furnished to Customer under the terms of a GE Healthcare service agreement. For such Specialty Component(s), please refer to the terms and conditions of such service agreement for any Specialty Component(s) warranties.

Customer's failure to (i) properly use the Specialty Component(s), (ii) perform the maintenance described above, (iii) maintain the information required above, (iv) provide the above information or any other information required by this warranty within the designated time periods, or (v) permit GE Healthcare, to verify such information during GE Healthcare's normal working hours will invalidate this warranty.

2.2. Determining Specialty Component(s) Charge For A Replacement Specialty Component(s). Customer will pay the price of the replacement Specialty Component(s) in effect on its delivery date less the applicable Pro Rata Warranty Allowance (if applicable) described in the table that follows. For the purpose of the Pro Rata Warranty Allowance, a fraction of a month less than fifteen (15) days will be disregarded, and a fraction of a month equal to or greater than fifteen (15) days will be regarded as a full month.

3. **Specialty Component(s) Installation.**

3.1. Replacement Specialty Component(s). For a replacement Specialty Component(s), warranty service does not include installation of the replacement Specialty Component(s), but upon Customer's request, GE Healthcare, will install the Specialty Component(s) at GE Healthcare's then-prevailing service rates. If a replacement Specialty Component(s) is not installed by GE Healthcare, Customer must, not later than ten (10) days after its installation date, provide to GE Healthcare in writing: (i) the serial number of the replacement Specialty Component(s), (ii) the location and serial number of the system on which the Specialty Component(s) has been installed, (iii) the date of installation and (iv) for Non-CT Tubes, the exposure counter reading on the installation date.

3.2. New System Specialty Components. For a Specialty Component(s) sold with new equipment, no service charges will be billed to Customer for the installation of the replacement Specialty Component(s), so long as replacement occurs between 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays ("Standard Coverage Hours") and subject to the availability of personnel. Services

performed outside Standard Coverage Hours will be provided at GE Healthcare's then prevailing hourly billed service rates at the time of service.

4. Remedies. If, within ten (10) days after the Specialty Component(s) failure, Customer (a) notifies GE Healthcare of Customer's warranty claim during the Warranty Period; (b) provides GE Healthcare with the information shown below; and (c) makes the Specialty Component(s) available for service, GE Healthcare will, at its option, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Specialty Component(s) or parts of the Specialty Component(s). Customer must provide to GE Healthcare in writing (i) the serial number of the Specialty Component(s), (ii) the location and serial number of the system on which the Specialty Component(s) was installed, (iii) the date the Specialty Component(s) failed, and (iv) the date the Specialty Component(s) was removed from service. Warranty service will be performed at the charge, if applicable, as detailed below during GE Healthcare's Standard Coverage Hours and subject to the availability of personnel. Services performed outside Standard Coverage Hours will be provided at GE Healthcare's then-prevailing hourly billed service rates at the time of service. GE Healthcare warrants that its installation or other services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. The foregoing service remedies, together with any remedy provided herein, are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liability) for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective Specialty Component(s) or re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's warranty claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY.

Customer must: (i) use the Specialty Component(s) in accordance with GE Healthcare service instructions and recommendations for the Specialty Component(s) and the system on which it is installed (including warm up and calibration procedures); (ii) perform preventive and corrective maintenance of the Specialty Component(s) utilizing maintenance procedures in accordance with GE Healthcare service instructions and recommendations and using GE Healthcare replacement parts or replacements parts of equivalent quality; and (iii) keep and make available to GE Healthcare, upon request records documenting the above maintenance.

5. Limitations. GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Specialty Component(s) in combination with any hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Specialty Component(s) in a manner or environment, or for any purpose, for which GE Healthcare did not design or manufacture it, or in violation of GE Healthcare's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Specialty Component(s) by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Specialty Component(s) to the extent it is used in any country other than the country to which GE Healthcare ships the Specialty Component(s) (unless GE Healthcare expressly agrees otherwise in writing).

n addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Specialty Component(s) Specifications that results, in whole or in part, from any improper storage or handling, failure to maintain the Specialty Component(s) in the manner described in any applicable instructions or specifications or any cause external to the Specialty Component(s) or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iii) expendable supply items; and (iv) stockpiling of replacement parts.

With regard to Ultrasound Specialty Component(s) only, these warranties do not cover damage caused by any use that does not conform to OEM guidelines including accidental damage, improper cleaning, disinfecting, over-soaking or TEE bite marks.

6. Warranty Periods.

	New System Specialty Components	Replacement Specialty Components	
TUBE TYPE OR SYSTEM DESCRIPTION (a)	**FULL WARRANTY PERIOD (b)**	**FULL WARRANTY PERIOD (b)**	**PRO-RATA WARRANTY PERIOD (c)**
X-RAY TUBES			
Radiographic	12 months	30 days	24 months
Radiographic & Fluoroscopic	12 months	30 days	24 months
Vascular	12 months	30 days	24 months
Mammographic	12 months	30 days	12 months
Bone Mineral Densitometry	12 months	30 days	12 months
MX150 Vascular	36 months	12 months	N/A
Performix 160A (MX160)	36 months	12 months	N/A
Infinia Hawkeye	12 months	30 days	12 months
IMAGE INTENSIFIER TUBES			
Image Intensifier Tubes	12 months	30 days	24 months

	New System Specialty Components	Replacement Specialty Components	
TUBE TYPE OR SYSTEM DESCRIPTION (a)	**FULL WARRANTY PERIOD (b)**	**FULL WARRANTY PERIOD (b)**	**PRO-RATA WARRANTY PERIOD (c)**
CT TUBES			
CT/e, CT/e Dual	12 months	12 months	N/A
ProSpeed/Sytec 6000-8000	12 months	12 months	N/A
Solarix on LX/I, FX/I, DX/I	12 months	12 months	N/A
Solarix 350 on BrightSpeed Select 4, 8 or 16 (Lite)	12 months	12 months	N/A
Performix Solarix 630 on HiSpeed ZX/I, NX/I Pro	12 months	12 months	N/A
Performix-ADV on HiSpeed CT/I, LightSpeed QX/i	12 months	12 months	N/A
Performix Ultra on LightSpeed 16, LightSpeed Ultra, LightSpeed Plus, LightSpeed QX/I, HiSpeed QX/I, BrightSpeed 16 (Elite), BrightSpeed 8 (Edge), BrightSpeed 4 (Excel), Discovery LS, Discovery ST/STe, Discovery RX 16, Optima PET/CT560, Optima PET/CT560 FX, Discovery PET/CT600, Discovery PET/CT610 (8 or 16 slice), Discovery PET/CT690 Elite, Discovery PET/CT710 (16 slice), Discovery NM/CT670	12 months	12 months	N/A
Performix 40 on Optima CT660 – 32 Slice, Optima CT660 – 64 Slice	12 months	12 months	N/A
Performix Pro80 (D3634T) on LightSpeed Pro 16, LightSpeed RT	12 months	12 months	N/A
Performix Pro VCT100 (D3194T) on LightSpeed Pro16, LightSpeed VCT, LightSpeed VCT Select, LightSpeed RT16, LightSpeed Xtra, Optima CT580 RT, Optima CT580w, Discovery CT590 RT, Discovery VCT, Discovery RX VCT, Discovery PET/CT610 (64 or 128 slice), Discovery PET/CT690, Discovery PET/CT710 (64/128 slice), Discovery NM/CT570c	12 months	12 months	N/A
Performix HD on LightSpeed CT750 HD	**12 months**	**12 months**	**N/A**
Detectors			
Fixed Digital Detectors (XR, Vascular, Mammography)	12 months	12 months	N/A
Wireless & Tethered Digital Detectors	12 months (d)	12 months (d)	N/A
Ultrasound Probes			
New	12 months	12 months	N/A
Refurbished (e)	12 months	12 months	N/A

COMMENTS

(a) For actual catalog numbers, please contact your local GE Healthcare representative.

(b) Initial period of time of use after warranty begins during which a full 100% warranty is provided for a Specialty Component(s) that fails.

(c) Maximum period of time during which a Pro Rata Warranty Allowance is provided for a Specialty Component(s) that fails. The Pro Rata Warranty Allowance is calculated as follows:

$$1 - \frac{\text{Number of months between date of Warranty commencement and date of failure}}{\text{Complete Warranty Time Period}} \times 100\%$$

The Pro Rata Warranty Period ends at the expiration of the maximum time period.

(d) Warranty coverage includes replacement of OEM/manufacturer defects. One (1) replacement due to accidental damage is included within the Warranty Period.

(e) Reconditioning of used equipment for which GE Healthcare has acquired ownership and/or intends to resell after additional processing. These activities include: decontamination, patient data, removal, repairs, installation of applicable updates, and other activities that are described in the existing operation/service manuals applicable to device.

Section 3.

Terms & Conditions

Welch Community Hospital

Response to Terms & Conditions

Please see GE Healthcare's proprietary statement and the following two documents:

- 2015 Certificate of Insurance
- GE Healthcare Terms & Conditions (located in the quotation)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/6/2015

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

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

PRODUCER	CONTACT NAME: Tracy Darrin
Electric Insurance Company 75 Sam Fonzo Drive Beverly, MA 01915-1000	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Electric Insurance Company*	21261
INSURER B: * A.M. Best: "A", FSC X as of 8/12/14	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
GE Healthcare/Waukesha WI
3000 North Grandview Blvd
Waukesha, WI 53188
United States

COVERAGES **CERTIFICATE NUMBER:** 164008 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GL 15-1	1/1/2015	1/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $2,500,000 $ $ $ $ $5,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			ML 15-2	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $2,500,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			XS 15-1	1/1/2015	1/1/2016	EACH OCCURRENCE AGGREGATE	$ $2,500,000 $ $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 15-1	1/1/2015	1/1/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $2,500,000 $ $5,000,000 $ $2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Solely to the extent required by the underlying contract with the Named Insured, this insurance shall provide coverage on a primary and noncontributory basis and shall contain a waiver of subrogation if made in writing prior to an "occurrence" giving rise to a loss. The policies referenced above have been endorsed to provide the following notice of cancellation to the certificate holder: Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives.

CERTIFICATE HOLDER

GE Healthcare/Waukesha WI
3000 North Grandview Blvd
Waukesha, WI 53188
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tracy A. Darrin

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Electric Insurance Company 75 Sam Fonzo Drive Beverly, MA 01915-1000	GE Healthcare/Waukesha WI 3000 North Grandview Blvd Waukesha, WI 53188 United States
	EFFECTIVE DATE: 1/1/2015

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

GL Coverages:
- a. Premises-Operations
- b. Products/Completed Operations
- c. XCU
- d. Blanket Contractual Liability
- e. Personal and Advertising Injury Limit
- f. Independent Contractors
- g. Separation of Insureds / Cross Liability
- h. Clinical Trials
- i. Sudden and Accidental Pollution Liability

Auto Coverages:
- a. Symbol 1 - All Vehicles

Excess Liability:
- a. Following Form

WC Coverages:
- a. USL&H
- b. Jones Act / Maritime Liability
- c. Outer Continental Shelf Lands Act
- d. Other States Endorsement

Section 4.

Forms

Welch Community Hospital

CERTIFICATIONAND 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.

GE Healthcare
(Company)

Lana Masters, Director of Service
(Authorized Signature) (Representative Name, Title)

(Phone Number) (Fax Number) (Date)

GE Healthcare's signature only indicates that it has responded to this bid proposal. Final terms and conditions shall be negotiated in good faith by the parties in accordance with GE Healthcare's opening bid response.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0506 WEH16000000011

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	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ 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.

GE Healthcare
Company

Laura O. Morton
Authorized Signature

November 24, 2015
Date

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

Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
26 — Medical

Proc Folder: 136607

Doc Description: Dual syringe power injector with workstation

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-10-20	2015-11-24 13:30:00	CRFQ 0506 WEH1600000011	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:

GE Healthcare
3000 N. Grandview Blvd
Waukesha WI 53188
Lana Masters, Director of Service
606-571-1397
lana.masters@med.ge.com

GE Healthcare's signature only indicates that it has responded to this bid proposal. Final terms and conditions shall be negotiated in good faith by the parties in accordance with GE Healthcare's opening bid response.

FOR INFORMATION CONTACT THE BUYER

April Battle
(304) 558-2566
april.e.battle@wv.gov

Signature X Lana D. Masters **FEIN #** 14-0689340 **DATE** November 24, 2015

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

ADDITIONAL INFORMAITON:

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources (WVDHHR), Bureau of Behavioral health and Health Facilities (BBHHF), Welch Community Hospital to establish an open-end contract for the purchase of one Dual Syringer Power Injection System (Medrad Stellant CT Injections System with Certegra Workstation or equal) and the Dual Syringes (Stellant SDS-CTP-SPK 200ml Syringer Ki or equal) to be utilized with the contrast injector.

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Dual Syringe Power Injector System	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42201809			

Extended Description :

3.1.1 Dual Syringe Power Injector System (Medrad Stellant CT Injections System with Certegra workstation or equal

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	200ml Dual Syringe Kit	60.00000	CASE		

Comm Code	Manufacturer	Specification	Model #
42000000			

Extended Description :

3.1.2 200ml Dual Syringe Kit (Stellant SDS-CTP-SPK 200ml Syringe Kit or equal)
The number dual syringes (Stellant SDS-CTP-SPK 200ml Syringe Kit or equal) listed on the cost sheet is for bidding purposes only. The vendor will be required to provide actual quantities needed, be it more or less. 20 dual syringe kits per case.

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL .MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Installation/Setup/Train Dual Syringe Power Injector System	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42201809			

Extended Description :

3.1.3 Installation/Set-up and Training

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	One (1) Year Warranty	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42201809			

Extended Description :

3.1.4.1 One (1) year all-inclusive warranty

INVOICE TO	SHIP TO
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US	PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	One (1) Year Preventative Maintenance	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42201809			

Extended Description :

3.1.4.2 One (1) preventative maintenance service

SCHEDULE OF EVENTS

Line	Event	Event Date
1	TQ due	2015-11-12

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Section 5.

Exhibits

Welch Community Hospital

Medrad® Stellant® D CT Injection System with Certegra® Workstation

GE Healthcare now offers the Medrad® Stellant® D injector with Certegra workstation. The dual syringe CT injection system is reliable and easy to use. It features saline flush and DualFlow capabilities allowing users to test vein accesses with saline, and prime patient tubing with saline to save contrast.

gehealthcare.com

Medrad® Stellant® D CT Injection System users are armed with:

- Automation features to help maximize throughput: integrated auto load, auto retract, auto prime and auto syringe sensing
- Save up to 250 protocols
- Quick, easy install and detachment
- Check for air confirmation button and arming on the injector head
- Pressure monitor graph and flow profile preview
- Up to 6 phases including pause and hold capabilities
- Programmable pressure limit
- Color touch screen
- Either ceiling counterpoise or pedestal-mount configurations†

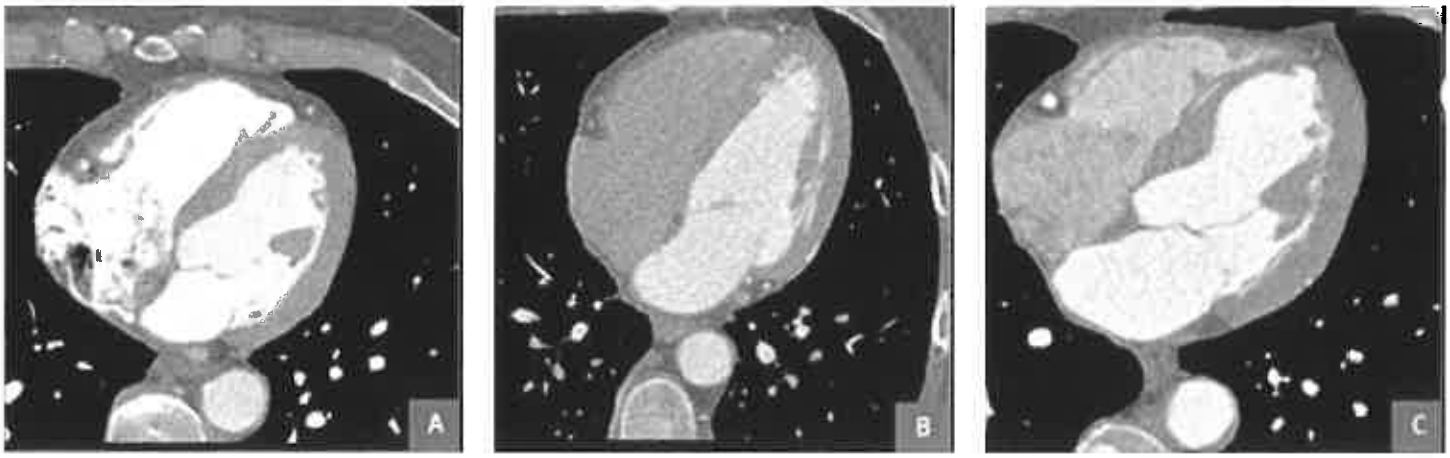
The benefits of DualFlow

Clinical research has shown that simultaneous injection of contrast and saline, in user-selected ratios, can[1]:

- Provide more uniform attenuation of the right and left ventricles
- Minimize artifacts by achieving proper attenuation levels
- Visualize the right coronary arteries and right ventricles in a single study by achieving more uniform attenuation

Certegra® Workstation

From study set-up and preparation to study administration and results management, the Certegra® Workstation serves as a workflow-centralized technologist interface to help users enhance efficiencies and patient care, enabling options such as P3T 2.0 (Personalized Patient Protocol) software environment.



With single contrast phase | With saline flush | With DualFlow Phase[2]

DualFlow can provide the ability to perform simultaneous injection of contrast and saline with the Medrad® Stellant® D Injection System,

References: 1. Kerl JM, Ravenel JG, NguyenSA, et al. Right heart: split-bolus injection of diluted contrast medium for visualization at coronary CT angiography. *Radiology*, 2008, 247:356-364. 2. Jensen, CT. Dual Flow Contrast Injection for Coronary CTA Improves Visualization of the Right Heart. NASCI Abstract # 05-A69-NASCi.

†Ceiling mount configurations include OCS III mounting plate.

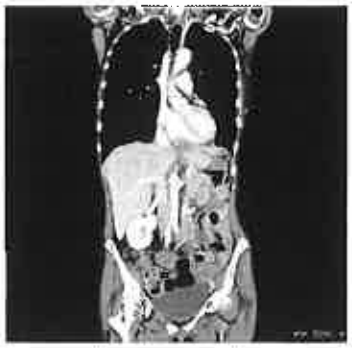
Certegra® P3T® option is a contrast-injection that automates personalized contrast dosing at the point of care.

- Save/recall Certegra® P3T® 2.0 software protocols in protocol manager
- Create protocol presets based on radiologist preferences
- Enables generation of individualized contrast injection protocols, customized to the patient
- Utilizes the power of DualFlow technology (simultaneous injection of contrast and saline) to obtain functional cardiac data
- Increases consistency of individualized protocols amongst clinicians
- Certegra® P3T® (PA and Cardiac) Software are used CT angiography of cardiac structures, coronary arteries, chambers of the heart, thoracic and abdominal aorta, and pulmonary vasculature

All options are backed by a team of Bayer dedicated implementation and solutions specialists.

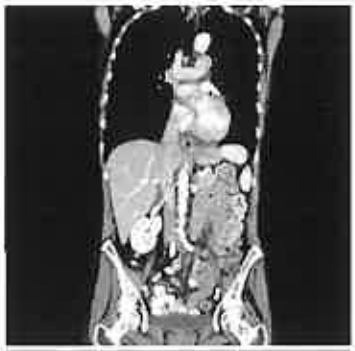
CERTEGRA® P3T® 2.0 ABDOMINAL CT

Standard Protocol



Piston	Flow Rate	Volume
A	2.0 mL/s	30 ml
B	2.0 mL/s	20 ml
	Pause 5 minutes	
A	3.0 mL/s	100 ml
B	3.0 mL/s	40 ml

P3T® Abdomen



Piston	Flow Rate	Volume
A	1.7 mL/s	30 ml
B	1.7 mL/s	20 ml
	Pause 5 minutes	
A	1.7 mL/s	57 ml
B	1.7 mL/s	40 ml

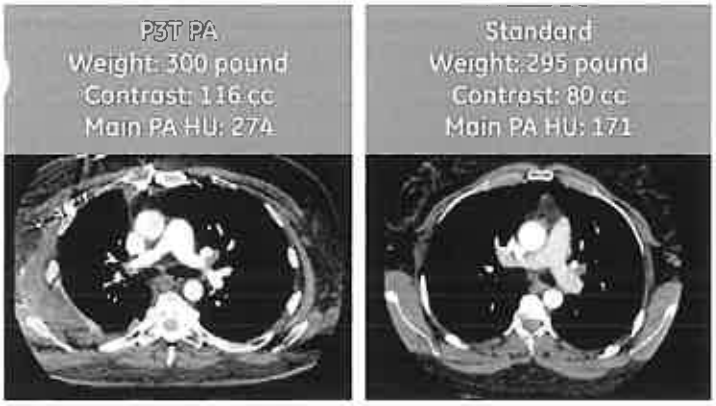
Weight factor = 0.41gl/Kg

The P3T® Abdomen application automatically adjusts contrasts volume based on systematic scientific methods, according to patient, procedure, and prescribed physician parameters.

Images provided during evaluation through the courtesy of Rhode Island Hospital, Used by permission

CERTEGRA® P3T® 2.0 PULMONARY ANGIOGRAPHY CT

P3T PA versus Standard

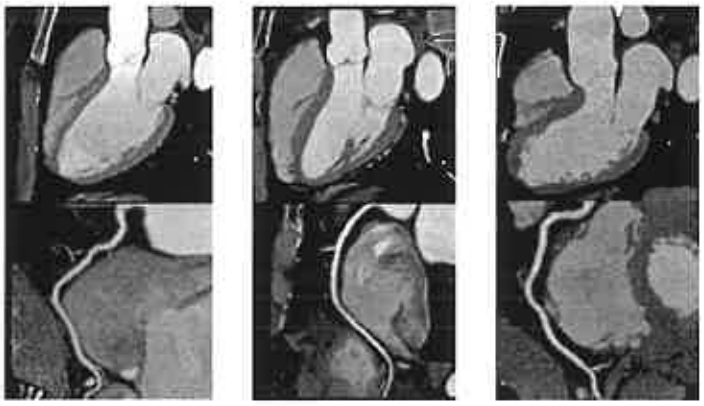


When compared to standard protocol. P3T PA protocols result in a higher percentage of exams ranked diagnostic without limitation.*[12]

*Albeit at slightly higher contrast dose than the standard protocol of 80 mL. Images courtesy of the University of Pittsburgh Medical Center (UPMC). Used by permission.

CERTEGRA® P3T® 2.0 CARDIAC CT

Control 1 | P3T Group | Control 2



Comparison of cardiac images and enhancement of coronary tree using P3T protocol versus standard injection protocol.

Control Group 1 received 80 mL of CM at 6 mL/s.

P3T Group injection parameters were individually adjusted to patient weight the duration of CT data acquisition, and attenuation, parameters following a test bolus.

Control Group 2 the volume of CM was adjusted to the duration of CT data acquisition and injected at 5 mL/s.

Images provided through the courtesy of the University of Muenster. Used by permission.

Medrad Stellant D with Certegra Workstation configurations

Pedestal-mount configuration includes:

- Dual injector head on pedestal with integral IV pole
- Syringe heat maintainer
- Certegra Workstation with USB drive
- DualFlow software
- ISI-ready software to accept ISI900G integrated injector option†
- Base control unit
- 22.8 m (75 ft) head extension cable
- 7.6m (25 ft) base to display cable
- Power cord, North America
- Power cord, International
- Product information package
- Operations manuals
- Installation, customer's operational training at time of installation, and one year full on-site warranty in Bayer service countries

Ceiling counterpoise configurations include:

- Dual injector head on Overhead Ceiling Counterpoise
- OCS III Mounting Plate
- Syringe heat maintainer
- Certegra Workstation with USB drive
- DualFlow software
- ISI-ready software to accept ISI900G integrated injector option†
- Base control unit
- 22.8 m (75 ft) head extension cable
- 7.6m (25 ft) base to display cable
- Power cord, North America
- Power cord, international
- Product information package
- Operations manual
- Installation, customer's operational training at time of installation, and one year full on-site warranty in Bayer service countries

†Please contact your local GE Healthcare representative for availability of ISI900G option with your CT equipment.

MEDRAD Stellant D Certegra packages - stand-alone injectors

Description	Rest of World Catalog #	France/Italy Catalog #	Germany Catalog #
MEDRAD Stellant D DualFlow ISI-ready on pedestal mount with Certegra Workstation	E80141DA	E80141FA	E80141GA
MEDRAD Stellant D DualFlow ISI-ready on ceiling mount (85cm post length) with Certegra Workstation	E80141DB	E80141FB	E80141GB
MEDRAD Stellant D DualFlow ISI-ready on ceiling mount (58cm post length) with Certegra Workstation	E80141DC	E80141FC	E80141GC
MEDRAD Stellant D DualFlow ISI-ready on ceiling mount (100cm post length) with Certegra Workstation	E80141DD	E80141FD	E80141GD

MEDRAD Stellant D Certegra injector with Integrated CT Communication

Designed to save time and increase CT scan throughput, the MEDRAD Stellant D with Certegra Workstation is validated for use with GE's Enhanced Xtream Injector option on selected scanners - enabling CAN Class 4 functionality for seamless communication. The resulting injector and CT scanner integration benefits include:

- Reduced overall programming time
- Improved scanner and injector protocol matching through programming of the injector from the scanner console
- Better control over contrast injection procedure with a synchronized CT scan start time. A single button-press on the scanner starts both the injector and scanner
- Preview injection parameters before beginning the scan
- Complete post-study reviews of injection results at the scanner console
- Automatic documentation of the injection results in PACS System

MEDRAD Stellant D Certegra packages with Integrated CT Communication

Description	Rest of World Catalog #	France/Italy Catalog #	Germany Catalog #
MEDRAD Stellant D DualFlow ISI-ready on pedestal mount with Certegra Workstation and ISI900G CT communication kit	E80141HA	E80141FE	E80141GE
MEDRAD Stellant D DualFlow ISI-ready on ceiling mount (85cm post length) with Certegra Workstation and ISI900G CT communication kit	E80141HB	E80141FF	E80141GF
MEDRAD Stellant D DualFlow ISI-ready on ceiling mount (58cm post length) with Certegra Workstation and ISI900G CT communication kit	E80141HC	E80141FG	E80141GG
MEDRAD Stellant D DualFlow ISI-ready on ceiling mount (100cm post length) with Certegra Workstation and ISI900G CT communication kit	E80141HD	E80141FH	E80141GH

MEDRAD Stellant D Certegra - Optional Catalogs

Description	Catalog #
Starter Kit of Consumables	
Starter pack of MEDRAD Stellant D dual syringe kit SDS-CTP-SPK (box of 20 kits including two 200ml syringes, one 60" low pressure T-tubing with prime tube and two fill spikes) – **for Americas only**	E8006RB
Starter pack of MEDRAD Stellant D dual syringe kit SDS-CTP-SPK (box of 20 kits including two 200ml syringes, one 60" low pressure T-tubing with prime tube and two fill spikes) – **for EMEA only**	E80141DS
P3T 2.0 Options	
MEDRAD P3T Cardiac 2.0 option for Certegra Workstation	E80141DE
MEDRAD P3T Abdomen 2.0 option for Certegra Workstation	E80141DF
MEDRAD P3T Pulmonary Angiography (PA) 2.0 option for Certegra Workstation	E80141DG
MEDRAD P3T 2.0 Bundle option for Certegra Workstation (Cardiac, Abdomen and PA)	E80141DH

Medrad Stellant D Certegra specifications	
Flow Rate (range & increments)	0.1 to 10 ml/sec in 0.1 ml increments
Volume (range & increments)	1 ml to syringe capacity in 1 ml increments
Programmable Pressure Limit 200 ml syringe	325 psi, 2241 kPa
Scan delay	0-300 seconds (5 minutes) in 1 second increments
Pause	1-900 seconds (15 minutes) in 1 second increments
Hold	maximum HOLD time is 20 minutes
Syringes (volume capacity)	200 ml sterile disposable syringe
Number of phases	6
Number of protocols	250
Electrical Requirements (VAC/Hz)	100-240 VAC, 50/60 Hz
Syringe Heat Maintainer Range	35 °C +/-5, 95 °F +/-9
Dual Injector Head	15.5 cm (6.1") H x 30.7 cm (12.1") W x 36.8 cm (14.5") D, 8.1 kg (17.0 lb) without syringe
Certegra Workstation (CWS)	34.2 cm (13.5") H x 40.0 cm (15.8") W x 30.0 cm (10.2") D, 8.0 kg (17.6 lb)
Base Unit	29.2 cm (11.5") H x 27.9 cm (11.0") W x 22.2 cm (8.8") D,

Learn More

In the U.S.

GE Healthcare Accessories & Supplies

Phone: 866-281-7545

Fax: 877-279-6990

Email: gehcaccessorysales@ge.com

All other regions

Contact your local GE Healthcare representative.

www.gehealthcare.com/accessories

GE Healthcare
3000 North Grandview
Waukesha, WI 53188
USA
www.gehealthcare.com

JB26696US
ACCD-0261-06.15-EN-US

Rev. 07/12

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
   ____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
   ____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
   ____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

2. **Application is made for 2.5% resident vendor preference for the reason checked:**
   ____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

3. **Application is made for 2.5% resident vendor preference for the reason checked:**
   ____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

4. **Application is made for 5% resident vendor preference for the reason checked:**
   ____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**

5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
   ____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
   ____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
   ____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: _____ **Signed:** _____

Date: _____ **Title:** _____

This form does not apply as GE Healthcare is a publicly traded corporation not headquartered in the state of West Virginia.

RFQ No. CRFQ 0506 WEH1600000011

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

Authorized Signature: Karen O. Mouter Date: November 24, 2015

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ___ day of _____, 20___.

My Commission expires _____, 20___.

AFFIX SEAL HERE **NOTARY PUBLIC** _____

Purchasing Affidavit (Revised 07/01/2012)

GE Healthcare's signature only indicates that it has responded to this bid proposal. Final terms and conditions shall be negotiated in good faith by the parties in accordance with GE Healthcare's opening bid response. If awarded the bid, GE Healthcare will have this document notarized.