

A GLOBAL LEADER IN PATIENT MONITORING, ANESTHESIA AND ULTRASOUND SYSTEMS

PROPOSAL FOR:
WELCH COMMUNITY HOSPITAL

PREPARED BY:
Neil Peterson March 15, 2016

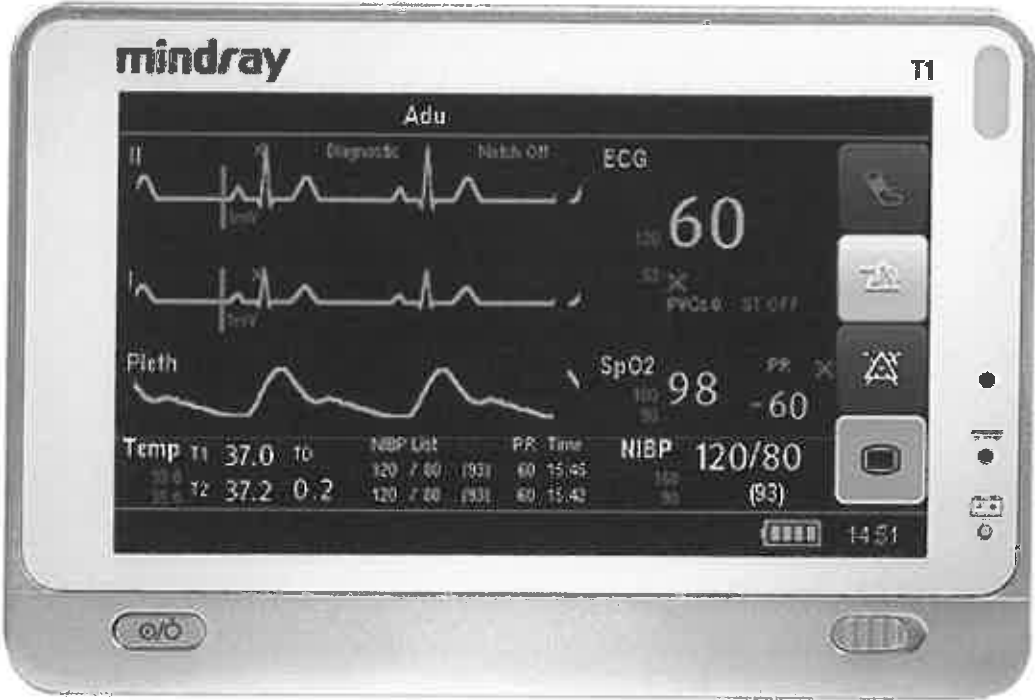


03/16/16 09:24:16
WU Purchasing Division

mindray
NORTH AMERICA

PROPOSAL FOR:
WELCH COMMUNITY HOSPITAL

PREPARED BY:
Neil Peterson March 15, 2016



[actual size]



Mindray DS USA, Inc.
800 MacArthur Blvd. Mahwah, NJ 07430-0619
Tel: 201-995-8000 Fax: 800.266.9624

Proposal Summary

Proposal Date: 3/15/16
Proposal Number: MR070376-1
Proposal Expiration Date: Jun 27, 2016
Sales Rep: Neil Peterson

Proposal For: WELCH COMMUNITY HOSPITAL

Contact: Mark Simpson

Title: CNO
Phone: (304) 436-8817
E-mail: marksimpson@welch.org

The ambulatory telemetry coverage is based upon 20,000 square feet.

Total Price By Department				
Department Name	List Price	GPO Discount	Add'l Discount / Trade-In	Net Price
Emergency	\$151,866.80	(\$61,027.71)	(\$15,705.21)	\$75,133.88
PACU	\$15,250.00	(\$6,536.98)	(\$1,616.00)	\$7,097.02
ICU	\$226,774.80	(\$87,125.82)	(\$22,266.24)	\$117,382.74
Infrastructure	\$82,502.50	(\$11,002.68)	\$0.00	\$71,499.82
Total:	\$476,394.10	(\$165,693.19)	(\$39,587.45)	\$271,113.46

Total Net Price For Purchase:

\$271,113.46



To: Mark Simpson
 WELCH COMMUNITY HOSPITAL
 454 MCDOWELL STREET
 WELCH, WV 24801

Sales Representative: Neil Peterson
Quote Number: MR070376-1
Proposal Date: 3/15/16

E-mail: n.peterson@mindray.com

Affiliation: PRE1

Emergency						
LN	Description	Part Number	List Price	Net Price	Qty	Total Net
1	*** BENEVISION CENTRAL STATION 1 ***	CentralStation1	\$0.00	\$0.00	1	\$0.00
2	BeneVision Central Station Rack Mountable Server. Provides dual hot-swappable 500 Gb RAID drives and dual hot-swappable power supplies. Requires 2U. Supports 4 to 32 beds. Supports up to four central displays.	115-034413-00	\$12,000.00	\$7,320.00	1	\$7,320.00
3	19" LCD Touchscreen Display	023-001128-00	\$2,975.00	\$1,814.75	1	\$1,814.75
4	LongView USB. Extends distance from server to central station displays. Requires 2U	023-000773-00	\$1,368.80	\$1,368.80	1	\$1,368.80
5	USB to RS-232 adapter	023-000739-00	\$95.00	\$74.10	1	\$74.10
6	Serial communication cable (9 pin)	300A-10-08997	\$13.70	\$13.70	1	\$13.70
7	Display port to VGA adapter	023-000214-00	\$94.80	\$94.80	1	\$94.80
8	BeneVision Central Station Single Screen License	110-004073-00	\$50.00	\$30.50	1	\$30.50
9	BeneVision Central Station Server License to support WorkStations and ViewStations	110-003944-00	\$0.00	\$0.00	1	\$0.00
10	BeneVision Central Station Bed Licenses. Supports 4-32 beds	110-004114-00	\$100.00	\$61.00	7	\$427.00
11	BeneVision Central Station Database. Stores discharge records for up to 200 patients	110-004106-00	\$3,000.00	\$1,830.00	1	\$1,830.00
12	BeneVision Central Station 240 Hr Full Disclosure, Server License	110-004102-00	\$300.00	\$183.00	1	\$183.00
13	Printer, HP LaserJet. Compatible with BeneVision, Passport 2, Spectrum, Panorama, V12, V21	0992-00-0091-08	\$3,700.00	\$2,257.00	1	\$2,257.00
14	OEM Uninterrupted power supply APCBR800	0992-00-0002-04	\$186.00	\$148.80	1	\$148.80
15	BeneVision CS/VS/WVS software kit	115-035574-00	\$0.00	\$0.00	1	\$0.00
16	T1 Monitor with Masimo SET® SpO2, 3/5/12-lead ECG, ST/Arrhythmia analysis, dual IBP, NIBP, dual temperature, wireless enabled. Accessories include: Masimo SpO2 reusable adult finger sensor and cable, reusable adult cuff and NIBP adult tubing, ECG 3/5-lead adult/ped mobility cable and ECG 5-lead snap wire set, IBP Y-type adapter cable, adult 2 pin reusable temp probe, power supply with cord.	9283F-PA00011	\$11,995.00	\$7,316.95	7	\$51,218.65
17	Transport Module Rack, (Includes Bedrail Hook). (Requires T1 Docking Station)	115-028372-00	\$755.00	\$588.90	7	\$4,122.30
18	19" LCD Medical desktop touch monitor	023-000692-00	\$2,975.00	\$1,177.67	7	\$8,243.69
19	Operator's Manual CD for T1 Transport Monitors (Rev 0.3)	046-006734-00	\$0.00	\$0.00	7	\$0.00
20	Docking Station for T1 Transport Monitor (Includes: Pole/Bedrail Mount)	115-028371-00	\$995.00	\$606.95	7	\$4,248.65
21	T1 Lithium Ion Battery Lithium Ion Battery, 7.4V Compatible with T1	115-018016-00	\$255.00	\$198.90	7	\$1,392.30
22	Wall mount for T1 external display screen with downpost	045-001229-00	\$400.00	\$312.00	7	\$2,184.00



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Affiliation: PRE1

Emergency

LN	Description	Part Number	List Price	Net Price	Qty	Total Net
23	T1 Docking station down post kit for wall mount.	045-001228-00	\$145.00	\$113.10	7	\$791.70
24	Adult Long Reusable Blood Pressure Cuff Reusable NIBP Cuff, Adult Long, limb circumference: 25 to 35cm, quick connect Compatible with Accutorr V, DPM 3, DPM 4, DPM 5, DPM 6, DPM 7, Duo, Trio, Passport 2, Passport V, Spectrum, Spectrum OR, V12, V21, Accutorr 3, Accutorr 7, Passport 8, Passport 12, T1, Passport 12m, Passport 17m	0683-15-0006-01	\$33.50	\$26.13	7	\$182.91
25	Reusable Cuff Starter Kit Reusable NIBP Cuff Kit: Includes one Child, Small Adult, Adult, Large Adult, and Thigh cuff Compatible with Accutorr V, DPM 3, DPM 4, DPM 5, DPM 6, DPM 7, Duo, Trio, Passport 2, Passport V, Spectrum, Spectrum OR, V12, V21, Accutorr 3, Accutorr 7, Passport 8, Passport 12, T1, Passport 12m, Passport 17m	0020-00-0184-01	\$162.00	\$126.36	5	\$631.80
26	USB Flash Drive for Settings Transfer Compatible with Passport 8, Passport 12, Passport 12m, Passport 17m, T1	023-000218-00	\$25.00	\$19.50	1	\$19.50
27	Trade in Value	NTI	\$0.00	(\$15,705.21)	1	(\$15,705.21)
28	Sidestream CO2 Module with adult/pediatric accessory kit	115-020919-00	\$3,674.00	\$2,241.14	1	\$2,241.14

Emergency Total: \$75,133.88
Total List Price all equipment for Emergency \$151,866.80
Buying Group Discount (\$61,027.71)
Add'l Discount / Trade-In (\$15,705.21)
Total Net Price \$75,133.88



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E-mail: n.peterson@mindray.com

Affiliation: PRE1

PACU

LN	Description	Part Number	List Price	Net Price	Qty	Total Net
29	T1 Monitor with Masimo SET® SpO2, 3/5/12-lead ECG, ST/Arrhythmia analysis, dual IBP, NIBP, dual temperature, wireless enabled. Accessories include: Masimo SpO2 reusable adult finger sensor and cable, reusable adult cuff and NIBP adult tubing, ECG 3/5-lead adult/ped mobility cable and ECG 5-lead snap wire set, IBP Y-type adapter cable, adult 2 pin reusable temp probe, power supply with cord.	9283F-PA00011	\$11,995.00	\$7,316.95	1	\$7,316.95
30	19" LCD Medical desktop touch monitor	023-000692-00	\$2,975.00	\$1,177.67	1	\$1,177.67
31	Operator's Manual CD for T1 Transport Monitors (Rev 0.3)	046-006734-00	\$0.00	\$0.00	1	\$0.00
32	T1 Lithium Ion Battery Lithium Ion Battery, 7.4V Compatible with T1	115-018016-00	\$255.00	\$198.90	1	\$198.90
33	USB Flash Drive for Settings Transfer Compatible with Passport 8, Passport 12, Passport 12m, Passport 17m, T1	023-000218-00	\$25.00	\$19.50	1	\$19.50
34	Trade in Value	NTI	\$0.00	(\$1,616.00)	1	(\$1,616.00)

PACU Total: \$7,097.02

Total List Price all equipment for PACU

\$15,250.00

Buying Group Discount

(\$6,536.98)

Add'l Discount / Trade-In

(\$1,616.00)

Total Net Price

\$7,097.02



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E-mail: n.peterson@mindray.com

Affiliation: PRE1

ICU						
LN	Description	Part Number	List Price	Net Price	Qty	Total Net
35	*** BENEVISION CENTRAL STATION 1 ***	CentralStation1	\$0.00	\$0.00	1	\$0.00
36	BeneVision Central Station Rack Mountable Server. Provides dual hot-swappable 500 Gb RAID drives and dual hot-swappable power supplies. Requires 2U. Supports 4 to 32 beds. Supports up to four central displays.	115-034413-00	\$12,000.00	\$7,320.00	1	\$7,320.00
37	19" LCD Touchscreen Display	023-001128-00	\$2,975.00	\$1,814.75	2	\$3,629.50
38	Two Trace Strip Recorder (TR6F)	115-032908-00	\$328.00	\$262.40	1	\$262.40
39	LongView USB. Extends distance from server to central station displays. Requires 2U	023-000773-00	\$1,368.80	\$1,368.80	2	\$2,737.60
40	USB to RS-232 adapter	023-000739-00	\$95.00	\$74.10	3	\$222.30
41	Serial communication cable (9 pin)	300A-10-08997	\$13.70	\$13.70	3	\$41.10
42	Display port to VGA adapter	023-000214-00	\$94.80	\$94.80	2	\$189.60
43	Serial extender	0992-00-0223-01	\$0.00	\$0.00	1	\$0.00
44	BeneVision Central Station Dual Screen License	110-003895-00	\$100.00	\$61.00	1	\$61.00
45	BeneVision Central Station Server License to support WorkStations and ViewStations	110-003944-00	\$0.00	\$0.00	1	\$0.00
46	BeneVision Central Station Bed Licenses. Supports 4-32 beds	110-004114-00	\$100.00	\$61.00	17	\$1,037.00
47	BeneVision Central Station Database. Stores discharge records for up to 200 patients	110-004106-00	\$3,000.00	\$1,830.00	1	\$1,830.00
48	BeneVision Central Station 240 Hr Full Disclosure, Server License	110-004102-00	\$300.00	\$183.00	1	\$183.00
49	BeneVision Basic Algorithm	110-003898-00	\$0.00	\$0.00	1	\$0.00
50	Arrhythmia analysis per bed.	110-004098-00	\$300.00	\$183.00	10	\$1,830.00
51	ST analysis per bed.	110-004099-00	\$475.00	\$289.75	10	\$2,897.50
52	QT analysis per bed.	110-004100-00	\$100.00	\$61.00	10	\$610.00
53	12-Lead ECG Report, Server License	110-004110-00	\$6,000.00	\$3,660.00	1	\$3,660.00
54	Printer, HP LaserJet. Compatible with BeneVision, Passport 2, Spectrum, Panorama, V12, V21	0992-00-0091-08	\$3,700.00	\$2,257.00	1	\$2,257.00
55	OEM Uninterrupted power supply APCBR800	0992-00-0002-04	\$186.00	\$148.80	1	\$148.80
56	BeneVision CS/VS/WS software kit	115-035574-00	\$0.00	\$0.00	1	\$0.00
57	BeneVision TD60 Display Telepack. Includes 2 AA and 3 AA battery holders and two AA batteries	115-029485-00	\$3,800.00	\$2,318.00	10	\$23,180.00
58	Masimo SpO2 Module for BeneVision TD60 Display Telepack	009-004936-00	\$1,175.00	\$916.50	3	\$2,749.50
59	BeneVision TD60 Rechargeable Lithium-Ion Battery Pack	115-030107-00	\$325.00	\$253.50	10	\$2,535.00
60	BeneVision Central Charger. Charges up to 10 Lithium-Ion Battery Packs simultaneously	115-030108-00	\$2,200.00	\$1,716.00	1	\$1,716.00
61	LNCS® DCI Adult Sensor LNCS DCI Adult Reusable Finger Sensor, patient weight range > 30 kg	0600-00-0126	\$315.00	\$245.70	3	\$737.10

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Affiliation: PRE1

ICU

LN	Description	Part Number	List Price	Net Price	Qty	Total Net
	Compatible with Accutorr V, DPM 3, DPM 4, DPM 5, DPM 6, DPM 7, Duo, Trio, Passport 2, Passport V, Spectrum, Spectrum OR, V12, V21, Accutorr 3, Accutorr 7, Passport 8, Passport 12, T1, Passport 12m, Passport 17m					
62	T1 Monitor with Masimo SET® SpO2, 3/5/12-lead ECG, ST/Arrhythmia analysis, dual IBP, NIBP, dual temperature, wireless enabled. Accessories include: Masimo SpO2 reusable adult finger sensor and cable, reusable adult cuff and NIBP adult tubing, ECG 3/5-lead adult/ped mobility cable and ECG 5-lead snap wire set, IBP Y-type adapter cable, adult 2 pin reusable temp probe, power supply with cord.	9283F-PA00011	\$11,995.00	\$7,316.95	7	\$51,218.65
63	Transport Module Rack, (Includes Bedrail Hook). (Requires T1 Docking Station)	115-028372-00	\$755.00	\$588.90	7	\$4,122.30
64	19" LCD Medical desktop touch monitor	023-000692-00	\$2,975.00	\$1,177.67	7	\$8,243.69
65	Operator's Manual CD for T1 Transport Monitors (Rev 0.3)	046-006734-00	\$0.00	\$0.00	7	\$0.00
66	Docking Station for T1 Transport Monitor (Includes: Pole/Bedrail Mount)	115-028371-00	\$995.00	\$606.95	7	\$4,248.65
67	T1 Lithium Ion Battery Lithium Ion Battery, 7.4V Compatible with T1	115-018016-00	\$255.00	\$198.90	7	\$1,392.30
68	Wall mount for T1 external display screen with downpost	045-001229-00	\$400.00	\$312.00	7	\$2,184.00
69	T1 Docking station down post kit for wall mount.	045-001228-00	\$145.00	\$113.10	7	\$791.70
70	12 Lead ECG Cable 0010-30-42721 ECG Cable, 12 Lead, Adult, defib proof, AHA Compatible with DPM 6, DPM 7, T1, Passport 12m, Passport 17m	0010-30-42721	\$400.00	\$312.00	2	\$624.00
71	Adult Long Reusable Blood Pressure Cuff Reusable NIBP Cuff, Adult Long, limb circumference: 25 to 35cm, quick connect Compatible with Accutorr V, DPM 3, DPM 4, DPM 5, DPM 6, DPM 7, Duo, Trio, Passport 2, Passport V, Spectrum, Spectrum OR, V12, V21, Accutorr 3, Accutorr 7, Passport 8, Passport 12, T1, Passport 12m, Passport 17m	0683-15-0006-01	\$33.50	\$26.13	7	\$182.91
72	Reusable Cuff Starter Kit Reusable NIBP Cuff Kit: Includes one Child, Small Adult, Adult, Large Adult, and Thigh cuff Compatible with Accutorr V, DPM 3, DPM 4, DPM 5, DPM 6, DPM 7, Duo, Trio, Passport 2, Passport V, Spectrum, Spectrum OR, V12, V21, Accutorr 3, Accutorr 7,	0020-00-0184-01	\$162.00	\$126.36	5	\$631.80



To: Mark Simpson
 WELCH COMMUNITY HOSPITAL
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Sales Representative: Neil Peterson
Quote Number: MR070376-1
Proposal Date: 3/15/16
E-mail: n.peterson@mindray.com

Affiliation: PRE1

ICU

LN	Description	Part Number	List Price	Net Price	Qty	Total Net
	Passport 8, Passport 12, T1, Passport 12m, Passport 17m					
73	USB Flash Drive for Settings Transfer Compatible with Passport 8, Passport 12, Passport 12m, Passport 17m, T1	023-000218-00	\$25.00	\$19.50	1	\$19.50
74	Leadwires, ECG, Chest, 12 Lead, Clip, Brown.	0010-30-42904	\$65.00	\$50.70	2	\$101.40
75	Leadwires, ECG, Limb, 12 lead, Clip, Gray.	0010-30-42902	\$65.00	\$50.70	2	\$101.40
76	Hourly Travel and Labor	5000-00-0000	\$245.00	\$245.00	6	\$1,470.00
77	Trade in Value	NTI	\$0.00	(\$22,266.24)	1	(\$22,266.24)
78	Sidestream CO2 Module with adult/pediatric accessory kit	115-020919-00	\$3,674.00	\$2,241.14	2	\$4,482.28

ICU Total: \$117,382.74

Total List Price all equipment for ICU

\$226,774.80

Buying Group Discount

(\$87,125.82)

Add'l Discount / Trade-In

(\$22,266.24)

Total Net Price

\$117,382.74

ICU Recommended Options

LN	Description	Part Number	List Price	Net Price	Qty	Option Total Net
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[Total Net Price]



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 WELCH COMMUNITY HOSPITAL
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Infrastructure						
LN	Description	Part Number	List Price	Net Price	Qty	Total Net
79		notes_PRE1	\$0.00	\$0.00	1	\$0.00
80	RC60 Telemetry Receiver Board Cabinet. Includes one telepack receiver board with 4 bed capacity, power cord. One cabinet can accommodate up to 4 WMTS receiver boards (Up to 16 patient capacity total)	115-029486-00	\$11,382.00	\$6,943.02	1	\$6,943.02
81	RC60 4-Channel Receiver Board	115-029487-00	\$3,900.00	\$2,379.00	2	\$4,758.00
82	Wireless network installation. Includes all required installation equipment for the first 5,000 sq. ft. of contiguous space, excluding access points.	5000-TELEME-COV-01	\$12,852.00	\$11,566.80	1	\$11,566.80
83	WMTS Wireless installation, 5,000 - 17,500 sq. ft. in 500 sq. ft. increments. (Excludes cable installation and certification.)	5000-CS-WMTS-02	\$766.50	\$689.85	25	\$17,246.25
84	WMTS Wireless installation beyond 17,500 sq. ft. in 500 sq. ft. increments. (Excludes cable installation and certification.)	5000-CS-WMTS-03	\$640.50	\$576.45	5	\$2,882.25
85	Wireless network cable installation and certification. Enables turnkey network installation and certification of the antenna network up to 20,000 sq. ft.	5000-CS-CABL-01	\$10,690.00	\$10,690.00	1	\$10,690.00
86	Hardwired installation. (One per bed, Display screen and Laser printer)	5000-CS-HARD-02	\$451.50	\$451.50	19	\$8,578.50
87	Hardwire cable pulling and certification. (One for each bed, display screen and laser printer for Mindray Central Stations.)	5000-CS-CABL-03	\$465.00	\$465.00	19	\$8,835.00
				Infrastructure Total:		\$71,499.82
Total List Price all equipment for Infrastructure						\$82,502.50
Buying Group Discount						(\$11,002.68)
Total Net Price						\$71,499.82

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E-mail: n.peterson@mindray.com

Affiliation: PRE1

Affiliation Notes: Premier – Patient Monitoring Contract # PP-MM-290 – (PRE1): Standard One Year-On Site Warranty for parts & labor on Passport Monitors, V Series Monitors, DPM 6/7 Monitors, Gas Module, Panorama & DPM Central Station. Standard Two Year Mail-In Warranty on DPM 3,4,5 Monitors. Standard Three Year Mail-In Warranty on Accutorr Monitors.
Premier Ultrasound Contract #PP-IM-309: M7, M9, TE7 Ultrasound Machines & Transducers (Excluding 4D & TEE Transducers - Standard one year) have a standard five year warranty. DC8 Ultrasound Machine & DC8 Transducers - Standard 1 Year Warranty. DC8 Expert Ultrasound Machine - Standard five year warranty. EXCEPTION: DEMO EQUIPMENT & ACCESSORIES (6 MONTHS ONLY)

Quote Valid Till: 06/27/2016

Payment Terms: Net 45 Days; Equipment and any Installation charges bifurcated, each billed separately.

Shipping Terms: F.O.B. SUPPLIERS Dock (Freight & Insurance Prepaid On Contracted Products Only)

General Notes: Should your company wish to use this quote as a purchase order, please sign.
Applicable state and local taxes will be added.
Order Entry Fax Number: (800) 266-9624

Product Notes:

Purchase order acceptance and delivery of Mindray Certified Refurbished products is subject to inventory availability.
This quotation contains no provisions for Biomedical training tuition or credits.

If your terms are Cash-in-advance, please remit check directly to:

Mindray DS USA, Inc. 24312 Network Place, Chicago, IL 60673-1243



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Affiliation: PRE1

Total Price By Department

Department Name	List Price	GPO Discount	Add'l Discount / Trade-In	Net Price
Emergency	\$151,866.80	(\$61,027.71)	(\$15,705.21)	\$75,133.88
PACU	\$15,250.00	(\$6,536.98)	(\$1,616.00)	\$7,097.02
ICU	\$226,774.80	(\$87,125.82)	(\$22,266.24)	\$117,382.74
Infrastructure	\$82,502.50	(\$11,002.68)	\$0.00	\$71,499.82
Total:	\$476,394.10	(\$165,693.19)	(\$39,587.45)	\$271,113.46

Total Net Price For Purchase: \$271,113.46

Title of Buyer	Printed Name of the Buyer

Purchase Order Number	Date	Signature of the Buyer

Ship To Address:

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Bill To Address:

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Mindray North America now has a \$150 minimum order policy.

Unless otherwise stated, the total net price of this quotation does not include, freight or sales tax.



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: 160151

Doc Description: Telemetry

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-02-01	2016-03-01 13:30:00	CRFQ 0506 WEH1600000014	1

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

April Battle
 (304) 558-0067
 april.e.battle@wv.gov

Signature X

FEIN #

DATE

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

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 (BHFF), Welch Community Hospital to establish a contract for the one time purchase of one fifteen (15) bedside monitors; ten (10) medical surgical wearable patient monitors; and two (2) information centers. Vendor is to provide installation and in-service training for medical staff.

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
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Bedside Monitors	15.00000	EA	\$10,308 ⁰⁰	\$155,700 ⁰⁰

Comm Code	Manufacturer	Specification	Model #
42181719	Mindray		T1 Monitor w/19" LCD flat Panel touchscreen

Extended Description :
3.1.1 Bedside monitors

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
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Medical surgical wearable patient monitors	10.00000	EA	\$2318 ⁰⁰	\$23,180 ⁰⁰

Comm Code	Manufacturer	Specification	Model #
42181719	Mindray		Benevision TD60 telepack

Extended Description :
3.1.2 Medical surgical wearable patient monitors

*Note: Additional discounts have been provided, Please see attached pricing quotation.

Comm Code	Manufacturer	Specification	Model #
55101521			N/A

Extended Description :
3.1.5 Manual/CDs

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
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Installation	1.00000	EA	\$71,499.82	\$71,499.82

Comm Code	Manufacturer	Specification	Model #
81111809			

Extended Description :
3.1.6 Installation

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
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	In-service medical staff	1.00000	EA	Included	Included

Comm Code	Manufacturer	Specification	Model #
88000000			

Extended Description :
3.1.7 In-service medical staff
In-service and Go-live support provided at no charge.

Line	Event	Event Date
1	Technical Questions	2016-02-17

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
3	Information centers	2.00000	EA	\$7,320 ⁰⁰	\$14,104 ⁰⁰

Comm Code	Manufacturer	Specification	Model #
42181719	Mindray		

Extended Description :
 3.1.3 Information centers

Benevision Central
 Station Towers

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	Warranty	1.00000	EA	Included	Included

Comm Code	Manufacturer	Specification	Model #
84101503			

Extended Description :
 3.1.4 Warranty

Standard one year warranty included, N/A

PROCUREMENT OFFICER - 304-436-8708
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 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	Manual/CDs	1.00000	EA	Included	Included

WEH1600000014	Document Phase Draft	Document Description Telemetry	Page 5 of 5
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

Question Submission Deadline: February 17, 2016, at 3:00 PM EST

Submit Questions to: April Battle, Buyer 22
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: april.e.battle@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Telemetry System
BUYER: April Battle, Buyer 22
SOLICITATION NO.: CRFQ 0506 WEH1600000014
BID OPENING DATE: March 1, 2016
BID OPENING TIME: 1:30 PM EST

FAX NUMBER: (304) 558-3970

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: March 1, 2016, at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

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

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

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore

unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

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

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within ninety (90) calendar days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

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

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

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

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

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

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000.00
_____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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

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



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

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

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

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of
N/A
for N/A

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

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

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

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

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

16. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

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

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

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

20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

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

22. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

23. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

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

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

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

27. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

28. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to

include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
 Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

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

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

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

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment,

or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

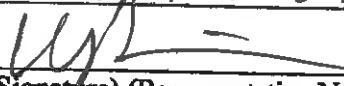
The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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.

Mindray North America
(Company)  Wayne Quinn, President
(Authorized Signature) (Representative Name, Title)
201-995-8000 3/15/16
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WEH1600000014

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Mindray North America
Company


Authorized Signature

3/15/16
Date

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

**REQUEST FOR QUOTATION
CRFQ 0506 WEH1600000014
WEH1600000003 Telemetry System**

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 (BHBF), Welch Community Hospital to establish a contract for the one time purchase of one time purchase of fifteen (15) bedside monitors, ten (10) medical surgical wearable patient monitors, and two (2) information centers. Vendor is to provide installation and in-service training for medical staff.

NOTE: This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment 1-Provisions Required for Federally Funded Procurements. Delivery Orders issued from contract awarded as a result of 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"** means one time purchase of fifteen (15) bedside monitors, ten (10) medical surgical wearable patient monitors, and two (2) information centers as more fully described by these specifications.
 - 2.2 "Contract Services"** means to provide installation and in-service training of medical staff as more fully described in these specifications.
 - 2.3 "Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.4 "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 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

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3.1.1 **Bedside Monitors (15)** must meet or exceed the mandatory requirements listed below. Bedside monitors proposed for this opportunity shall comply with the following specifications:

3.1.1.1 **Measurement Features:**

- 3.1.1.1.1 Must have electrocardiogram (ECG) monitoring using five (5) electrodes. *12-Lead with diagnostic interpretation.*
- 3.1.1.1.2 Must have twelve (12)-lead ECG monitoring with five (5) electrodes. *12-Lead with diagnostic interpretation.*
- 3.1.1.1.3 Must have multi-lead arrhythmia and ST segment analysis at the bedside on all available leads. *Comply.*
- 3.1.1.1.4 Must have QT/QTc (Q-wave T-wave/Q-wave T-wave interval correction) interval monitoring. *Comply.*
- 3.1.1.1.5 Must have capnography extensions to extend measurement capability by adding mainstream or side stream carbon dioxide (CO₂), a pressure and an additional pressure or temperature measurement plus optional cardiac output. *Yes - quoted one CO₂ module for ED & ICU.*
- 3.1.1.1.6 Must have pulse oximetry technologies for accurate performance even in cases with low perfusion. *Yes - Masimo.*
- 3.1.1.1.7 Must have pulse pressure variation (PPV) that can be calculated from beat to beat arterial pressure waves. *Comply.*

3.1.1.2 **Usability Features:**

- 3.1.1.2.1 Must have menu hierarchy for access to all basic monitoring tasks. *Comply.*
- 3.1.1.2.2 Must have patient management with tabular and graphic trends. *Comply.*
- 3.1.1.2.3 Must have ventilation, hemodynamic and oxygenation calculations. *Comply.*
- 3.1.1.2.4 Must have a drug calculator. *Comply.*
- 3.1.1.2.5 Must have settings profile functionality. *Comply.*
- 3.1.1.2.6 Must have automatic alarm limits. *Comply.*

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- 3.1.1.2.7 Must have basic event surveillance for automatic detection of patient status deterioration. *Offered in Central Station.*
- 3.1.1.2.8 Must have capability to silence alarms from bedside.
- 3.1.1.2.9 Must have capability to assign a monitor and a telemetry device to same patient. *Comply.*
- 3.1.1.2.10 Must have multiple input devices: Touchscreen, mouse, and keyboard. *Comply.*
- 3.1.1.2.11 Must have a minimum of a ten (10) inch to a maximum twelve (12) inch flat panel display with wide viewing angle, large numerics, permanently visible alarm limits and up to six real-time waves. *Comply with 19" LCD flat panel.*
- 3.1.1.2.12 Must have graphical measurement windows showing which measurements are being used by which device. *Comply.*
- 3.1.1.3 Intended Use: *Comply.*
- 3.1.1.3.1 The monitors must be able to be used for monitoring, recording and alarming of multiple physiological parameters of adults and pediatrics in a hospital environment. *Comply*
- 3.1.1.4 Modularity:
- 3.1.1.4.1 Shall have the ability to function as stand-alone or networked. *Comply.*
- 3.1.1.5 Upgradability:
- 3.1.1.5.1 Shall have the ability to be updated as practices and technologies advance. *Comply*
- 3.1.1.6 Main Components:
- 3.1.1.6.1 The monitors must have color Liquid Crystal Display (LCD) displays with a wide viewing angle, providing high resolute waveform and data presentation. *Comply with 19" LCD touchscreen.*
- 3.1.1.6.2 The user interface must be designed for operation. *Comply.*
- 3.1.1.6.3 Must have keys with icons allowing monitoring task to be performed directly on the monitor screen. *Comply.*

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- 3.1.1.6.4 The monitors must display a minimum of six (6) measurement waves simultaneously. *Comply.*
- 3.1.1.6.5 The twelve (12)-lead ECG monitoring must display twelve (12) real-time ECG waves, with a rhythm strip and all ST values. *Comply.*
- 3.1.1.6.6 Must have multiple input devices such as mouse, track ball or barcode reader. *Comply - Mouse and trackball.*
- 3.1.1.6.7 Must have mounting options for flexible space saving placement of the monitor. *Comply.*

3.1.1.7 Applications and Features:

- 3.1.1.7.1 The monitor must have multi-lead arrhythmia detection analysis on the patient's ECG waveform at the bedside. It must analyze for ventricular arrhythmias, calculate heart rate and generate alarms, including asystole, bradycardia, and ventricular fibrillation. *Comply.*
- 3.1.1.7.2 Shall have a minimum of twelve (12) leads of ST segment analysis that can be performed at bedside measuring ST elevation and depression generating alarms and events. Must have ability to trend ST changes, set high and low alarm limits, and set both ST and isoelectric measurement points. *Comply.*
- 3.1.1.7.3 Must have QT/QTc interval monitoring that provides the measured QT interval, the calculated heart-rate, corrected QTc value and a QTc value, which tracks variation in the QT interval in relation to a baseline value. *Comply with clarification.*
- 3.1.1.7.4 Must have twelve (12)-level ECG capability with twelve (12) real-time ECG waveforms that can be displayed simultaneously. *Comply.*
- 3.1.1.7.5 Must have pulse oximetry technology to perform accurately even in cases of low perfusion. *Comply.*
- 3.1.1.7.6 Must have choice of mainstream, side-stream and mainstream CO₂ monitoring for high quality measurements with intubated and non-intubated patients. *Comply.*
- 3.1.1.7.7 Must have drug calculator to help manage intravenous (IV) drug infusions by calculating drug dose, rate, amount, volume, concentration, and standardized rate. *Comply.*

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- 3.1.1.7.8 Drug calculator must have ability to include a list of commonly used drugs. *Comply.*
- 3.1.1.7.9 Must have basic event surveillance that automatically detects changes in patient's condition and stores an electronic record providing you with a minimum twenty (20) minutes of data sampled every twelve (12) seconds. *Currently not available.*
- 3.1.1.7.10 Events must be stored in a database for review and documented in a report or in a recording. *Comply.*
- 3.1.1.7.11 Screen layouts must be adjustable, allowing flexible display of measurement information. *Comply.*
- 3.1.1.7.12 Previous/next screen function must provide access to a minimum ten (10) most recently modified screens. *Comply - up to five (5) screens.*
- 3.1.1.7.13 Temperature, height and weight must have option of configuration metric or imperial units. *Comply.*
- 3.1.1.7.14 Pressure and gas measurements must have option to be displayed in both KPa (kilopascal) or displayed in mmHg (millimeter of Mercury). *Comply.*
- 3.1.1.7.15 The trends database must store a minimum of sixteen (16) measurement memories to a maximum of thirty-two (32). The measurement information must have the ability to be sampled at an interval of twelve (12) seconds, one (1) minute, or five (5) minutes, and stored for a minimum of forty-eight (48) hours. *Comply.*
- 3.1.1.7.16 Tabular trends (vital signs) must show dates for a minimum of sixteen (16) measurement memories in a tabular form. *Comply.*
- 3.1.1.7.17 The monitor must have capability to be portable for in-hospital transport. *Comply.*
- 3.1.1.7.18 Monitor must not exceed a maximum weight of ten and a half (10 ½) kilograms (kg). *Comply.*
- 3.1.1.7.19 The monitor must operate a minimum of four (4) hours on battery power. *Comply.*
- 3.1.1.7.20 The monitor must allow the transition from bedside monitoring to transport with no need to disconnect patient cables or adjust any settings. *Comply.*

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- 3.1.1.7.21 Admit, discharge and transfer information must be shared between the networked monitor and information center.
- 3.1.1.7.22 *Comply* Printers must have ability to print the following patient reports:
- 3.1.1.7.22.1 Event review and episodes reports *Comply*
 - 3.1.1.7.22.2 Oxycardio Respirogram (OxyCRG) reports
 - 3.1.1.7.22.3 Twelve (12) -lead ECG reports *Comply*
 - 3.1.1.7.22.4 Alarm limits reports *Comply*
 - 3.1.1.7.22.5 Vital sign reports *Comply*
 - 3.1.1.7.22.6 Graphic trends *Comply*
 - 3.1.1.7.22.7 Cardiac output reports *Comply*
 - 3.1.1.7.22.8 Wedge procedure reports *Comply*
 - 3.1.1.7.22.9 Calculation reports *Comply*
 - 3.1.1.7.22.10 Drug calculation reports *Comply*
 - 3.1.1.7.22.11 Real-time wave reports *Comply* *Passport 12E 17M*
- 3.1.1.7.23 Report templates must have ability to be tailored to hospital's specific requirements. *Comply*
- 3.1.1.7.24 Monitor must have ability to print on locally or centrally-connected printers. *Comply*
- 3.1.1.7.25 Alarm limits must be permanently visible on main screen.
- 3.1.1.7.26 *Comply* Alarm limits must provide graphic depiction of alarm limits in relation to the currently monitored measurement values and alarm limits must be adjustable. *Comply*
- 3.1.1.7.27 When alarm limits are exceeded, must have multiple ways of alerting staff. *Comply*
- 3.1.1.7.28 Alarms must have ability to be paused for a period of one (1), two (2), three (3), five (5), ten (10) minutes, or indefinitely.
- 3.1.1.7.29 *Comply* Monitors must have ability to be part of a wired or wireless hospital network system. *Comply*

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3.1.1.8 Clinical Calculation Set.

- 3.1.1.8.1 Must have clinical calculation sets that include hemodynamic, oxygenation and ventilation. *Comply,*

3.1.1.9 Information Centers (2)

- 3.1.1.9.1 Must have a minimum nineteen inch (19") to a maximum twenty-four inch (24") non-touch display.
Comply with 19" LCD display
- 3.1.1.9.2 Must have information center universal serial bus (USB) recorder.
Comply
- 3.1.1.9.3 Must have an information center printer.
Comply
- 3.1.1.9.4 Main screen displays must have waveforms and parameters for a minimum of eight (8) patients.
Comply
- 3.1.1.9.5 Main screen must have back lighting to aid alarm recognition.
Comply with clarification,
- 3.1.1.9.6 Must have volume indicator on main screen.
Comply with clarification
- 3.1.1.9.7 Must have a minimum two (2) channel recorder to a maximum four (4) channel recorder.
Comply
- 3.1.1.9.8 Must have a clinical review application to provide a detailed retrospective analysis of patient's condition.
Comply
- 3.1.1.9.9 Must include all necessary PC hardware and connections.
Comply
- 3.1.1.9.10 Must have upgradeability.
Comply

3.1.2 Medical Surgical Wearable Patient Monitors must meet or exceed the mandatory requirements listed below.

3.1.2.1 Monitors:

- 3.1.2.1.1 Must have continuous electrocardiogram (ECG) monitoring with pulse oximetry option.
Comply
- 3.1.2.1.2 Must have color touch screen display.
Comply
- 3.1.2.1.3 Must have automatic sleep mode to conserve battery while maintaining privacy.
Comply
- 3.1.2.1.4 Must have ability to view patient status with a single touch.
Comply

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- 3.1.2.1.5 Must have a minimum (2) channel of real time waveform. *Comply*
- 3.1.2.1.6 Must have a minimum four (4) screen formats. *Comply*
- 3.1.2.1.7 Must have flexible monitoring parameters. *Comply*
- 3.1.2.1.8 Must have wide variety of measurements including ECG, SPO₂ and blood pressure. *Comply with ECG SPO₂ BP currently not available.*
- 3.1.2.1.9 Must have ability to use disposable or rechargeable batteries. *Comply*
- 3.1.2.1.10 Must have battery status display on device and information center. *Comply*
- 3.1.2.2 Alarms: *Comply*
- 3.1.2.2.1 Must display alarms for ECG, SPO₂ and non-invasive blood pressure. *ECG & SPO₂ - Comply. BP currently not available.*
- 3.1.2.2.2 Must have one touch review of current alarm settings, alarm histories, vital trends or activate monitor from sleep mode. *Comply*
- 3.1.2.3 Hospital Acquired Infections: *Comply*
- 3.1.2.3.1 Must have connectors that reduce collection of soils and liquids. *Comply*
- 3.1.2.3.2 The device must be smooth to allow wiping and support cleaning by a variety of standard low to high-level disinfectants. *Comply*
- 3.1.2.3.3 Device must withstand periodic sterilization. *Comply with Clarification.*
- 3.1.2.3.4 Must have reusable lead sets. *Comply*
- 3.1.3 Information Center Description must meet or exceed the mandatory requirements listed below. *Comply*
- 3.1.3.1 Must have main screen for displaying real-time waves and parameters for a minimum of ten (10) patients. *Comply*
- 3.1.3.2 Must have separate patient window for viewing detailed real-time or stored data for individual patient. *Comply*
- 3.1.3.3 Must have central review station for reviewing a minimum of seventy-two (72) hours of stored patient monitoring data and a minimum of one hundred (100), thirty (30) second alarm records and saved strips, with a minimum of four (4) waves per event. *Comply*
- 3.1.3.4 Must support the telemetry system. *Comply*

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- 3.1.3.5 Must support telemetry patient monitor.
Comply
- 3.1.3.6 Must support cable-less measurements.
Comply
- 3.1.3.7 Must support wearable patient monitor.
Comply
- 3.1.3.8 Must have web server that permits viewing of stored and viewable patient data from browser equipped personal computers (PCs) by way of hospital's information center.
Comply
- 3.1.3.9 Must have name and patient identification information from hospital information center when clinical data server is present.
Comply
- 3.1.3.10 Must have real-time and stored patient monitoring data which includes full disclosure wave forms and parameters, alarms, multi-lead arrhythmia, ST segments events and trends.
Comply
- 3.1.3.11 Must have configurable central reports for one (1) or more patients that can be generated on demand or on a scheduled internal basis.
Comply
- 3.1.3.12 Must support printing of a predefined set of reports.
Comply
- 3.1.3.13 Must have tabular and graphical trend review.
- 3.1.3.14 Must support device locator option which remotely identifies the location of the telemetry devices.
Comply
- 3.1.3.15 Must support communication with wired and wireless patient monitor.
Comply
- 3.1.3.16 Patient Monitoring Data:
- 3.1.3.16.1 Must have patient data (waves, parameters, and alarms) obtained from patient monitors – (hard wired, wireless, telemetry) connected to the clinical network.
Comply
- 3.1.3.17 Patient Data Display:
- 3.1.3.17.1 Must have patient monitoring data viewed on main screen and in more detail on a separate patient window.
Comply
- 3.1.3.17.2 The main screen must display real-time waveforms, numeric and alarms for a minimum of ten (10) patients.
Comply
- 3.1.3.17.3 Must have display a minimum of thirty-two (32) waveforms in either single or dual column formats.
Comply

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3.1.3.17.4 Must have patient window directly accessible from main screen with greater data detail.

Comply.
3.1.3.18 Alarm Response:

3.1.3.18.1 Must have color coding – capability to visually identify a patient in alarm and its severity on the main screen.

Comply.
3.1.3.18.2 Must have multi-level, audible alarm tones that indicate alarms and their severity.

Comply.
3.1.3.18.3 Must have ability to review most recent alarm and print strip immediately.

3.1.3.18.4 Must have ability to modify alarms with password protection.

Comply.
3.1.3.18.5 Must have ability to turn off alarm.

Comply.
3.1.3.19 Cableless Measurements:

3.1.3.19.1 Measurement must be displayed on information center monitoring telemetry, recording and alarming arterial oxygen saturation, pulse rate, blood pressure (adult and pediatric).

Comply.
3.1.3.20 Recording and Printing:

3.1.3.20.1 Must have a two (2) Channel USB recorder that can record a minimum of one (1) and/or a maximum of two (2) real-time or delayed waveforms.

Comply.
3.1.3.20.2 Must have a minimum of fifty millimeter (50 mm) wall thermal array recorder that provides high resolution, high quality waveforms.

Comply.
3.1.3.20.3 Must print grid and waveforms simultaneously to assure accurate registration.

Comply.
3.1.3.20.4 Recorder must have capability to record a minimum of two waveforms and a minimum of three lines of annotations.

Comply.
3.1.3.21 User Configuration:

3.1.3.21.1 Monitoring controls, display formats, alarm response and patient data must have ability to be configured to user performances with configuration tools.

Comply.

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3.1.3.21.2 Must have unit-wide configurations that are in password protected applications that can be modified for individual patients.

3.1.3.22 On-Line Help: *Comply*

3.1.3.22.1 Must have on-line help available for both clinical application and service functions.

3.1.3.23 Arrhythmia Monitoring: *Comply*

3.1.3.23.1 Must have multi-lead arrhythmia monitoring on user selected primary and secondary leads.

3.1.3.23.2 *Comply* Must have arrhythmia detector of the following alarms:

3.1.3.23.2.1 Asystole

3.1.3.23.2.2 *Comply* Ventricular fibrillation

3.1.3.23.2.3 *Comply* Ventricular tachycardia

3.1.3.23.2.4 *Comply* Ventricular bradycardia

3.1.3.23.2.5 *Comply* Extreme bradycardia

3.1.3.23.2.6 *Comply* Extreme tachycardia

3.1.3.23.2.7 *Comply* Pacer not captive

3.1.3.23.2.8 *Comply* Pacer not pacing

3.1.3.23.2.9 *Comply* Premature ventricular contraction (PVC)-min

3.1.3.23.2.10 *Comply* Low heart rate

3.1.3.23.2.11 *Comply* High heart rate

3.1.3.23.2.12 *Comply* Irregular heart rate

3.1.3.23.2.13 *Comply* Non-sustained V-Tach

3.1.3.23.2.14 *Comply* Supraventricular Tach

3.1.3.23.2.15 *Comply* Ventricular rhythm *Currently not available*

3.1.3.23.2.16 *Comply* Run PVCs

Comply

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3.1.3.23.2.17 Pair PVCs

3.1.3.23.2.18 Multiform PVCs

3.1.3.23.2.19 R or T PVC

3.1.3.23.2.20 Pause

3.1.3.23.2.21 Missed beat

3.1.3.23.2.22 Ventricular bigeminy

3.1.3.23.2.23 Ventricular trigeminy

3.1.3.23.2.24 Arterial fibrillation

3.1.3.24 Patient Data Review:

3.1.3.24.1 Must have a minimum of ninety-six (96) hours of full disclosure waves, alarms, events, ST segments and trends that can be reviewed by selecting patient of interest and launching desired review application.

3.1.3.24.2 Must have strip function that provides detailed waveforms from wave event and alarm review applications and can be sent for patient's length of stay.

3.1.3.25 Wave Review:

3.1.3.25.1 Must have continuous full disclosure a minimum of four (4) configurable waves per patient.

3.1.3.25.2 Must have one (1) - sixty (60) minute wave duration per screen.

3.1.3.25.3 Must have timeline, tabulation, trend and event navigators for fast searches and greater context.

3.1.3.25.4 Must have strip reports.

3.1.3.26 Alarm Review:

3.1.3.26.1 Must have a minimum of (30) seconds (30s) compressed waveforms of alarm or saved strip events.

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- 3.1.3.26.2 Must have a minimum of four (4) waveforms per event. *Comply*
- 3.1.3.26.3 Must have simultaneous display of alarm events. *Comply*
- 3.1.3.26.4 Must have search by alarm severity. *Comply*
- 3.1.3.26.5 Must have interval measurement. *Comply*
- 3.1.3.27 Event Review: *Comply*
- 3.1.3.27.1 Must have ten (10) configurable groups with a minimum of five (5) alarm criteria per group. *Currently not available.*
- 3.1.3.27.2 Must have strip delayed for verification of event criteria. *Comply.*
- 3.1.3.27.3 Must have total occurrences of events calculated and displayed in one (1), four (4), eight (8), twelve (12), and twenty-four (24) hour time scales. *Currently not available.*
- 3.1.3.28 Trend Review:
- 3.1.3.28.1 Must have tabular display of physiological parameters. *Comply*
- 3.1.3.28.2 Must have graphical presentation at a minimum of one (1) minute resolution using bivariate trend plots.
- 3.1.3.28.3 Must have ten (10) configurable groups with a minimum of five (5) bivariate trend plots. *Comply with clarification.*
- 3.1.3.28.4 Must have exact parameters displayed for cursor time location. *Comply.*
- 3.1.3.28.5 Must have simultaneous display of trend plots. *Comply*
- 3.1.3.28.6 Must have trends displayed in one (1), four (4), eight (8), twelve (12), and twenty-four (24) hour time scales. *Comply with clarification.*
- 3.1.3.29 Twelve (12) Lead Review:
- 3.1.3.29.1 Must have retrospective review of twelve (12) derived leads. *Comply*
- 3.1.3.29.2 Must have 2.5 to 10 second snippets. *Comply*
- 3.1.3.29.3 Must have 3 x 4, 6 x 2 and 12 x 1 (row by column) display and reports. *Comply.*
- 3.1.3.30 Information Center:

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3.1.3.30.1 Must include PC with the following standard components:

3.1.3.30.1.1 Must have DVD/DC ROM and disk drive.

3.1.3.30.1.2 Must have audio cord and speaker.

3.1.3.30.1.3 Must have keyboard.

3.1.3.30.1.4 Must have mouse.

3.1.3.30.1.5 Must have operating system software which is compatible with Windows XP or later (to insure compatibility with Agency's current operating system).

3.1.3.30.1.6 Software must have capability for monitoring a minimum of ten (10) patients.

3.1.3.30.1.7 Must have uninterruptible power supply (UPS).

3.1.3.30.1.8 Must have external speakers.

3.1.3.31 Waveform Display:

3.1.3.31.1 Screen resolution must a minimum of 1280 x 1024.

3.1.3.31.2 Vertical refresh rate must be a minimum of 60 Hz.

3.1.3.31.3 Must have video cable connector.

3.1.3.31.4 Must have a minimum color depth of twenty-four (24) -bit true color.

3.1.3.32 Display Formats:

3.1.3.32.1 Must have single column: 4 x 1, 6 x 1, 8 x 1.

3.1.3.32.2 Must have at least a 7.0 second wave trace at 24 mm/s.

3.1.3.32.3 Must have a minimum 14.0 second wave trace at 12.5 mm/s.

3.1.3.32.4 Must have ability of dual column 2 x 2, 3 x 2, 4 x 2, 5 x 2, 6 x 2, 8 x 2.

3.1.3.32.5 Dual column must have a minimum 3.3 second wave trace at 25 mm/s.

3.1.3.32.6 Dual column must have a minimum 6.6 second wave trace at 12.5 mm/s.

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3.1.4 Equipment must have a minimum one (1) year warranty.

3.1.5 *Comply*
Must include manual/CDs for trouble shooting equipment problems.

3.1.6 *All manuals are available at www.mindray.com for unlimited downloads.*
Must include all installation labor and supplies.

3.1.7 *Comply*
Must provide on-site staff education for all of the nursing staff (approximately 100) for instruction for equipment use and care.

Comply

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by providing a Unit Price for the Commodity or Service Lines on the Request for Quotation. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

6 PAYMENT: Payment: Agency shall pay Unit Price for the Commodity or Service Lines as listed on the Request for Quotation, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7 DELIVERY AND RETURN:

7.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed.

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Vendor shall deliver the Contract Items within ninety (90) calendar days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at Welch Community Hospital, 454 McDowell Street, Welch, WV.

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

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

7.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

7.4 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.

7.5 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.

8 TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9 FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

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- 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

10 VENDOR DEFAULT:

- 10.1 The following shall be considered a vendor default under this Contract.
 - 10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2 Failure to comply with other specifications and requirements contained herein.
 - 10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.1.4 Failure to remedy deficient performance upon request.
- 10.2 The following remedies shall be available to Agency upon default.
 - 10.2.1 Immediate cancellation of the Contract.
 - 10.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 10.2.3 Any other remedies available in law or equity.

11 MISCELLANEOUS:

- 11.1 **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

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issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Description/Equipment/One Time Purchase	UNSPSC	Quantity	Cost Per Unit	Total Cost
3.1.1 Bedside monitors	42181719	15	10,308. ⁰⁰	155,700. ⁰⁰
3.1.2 Medical surgical wearable patient monitors	42181719	10	2,318. ⁰⁰	23,180. ⁰⁰
3.1.3 Information center	42181719	2	7,320. ⁰⁰	14,640. ⁰⁰
3.1.4 Warranty	42181719	1	Included	Included
3.1.5 Manual/CDs	55101521	1	Included	Included
3.1.6 Installation	81111809	1	71,499. ⁸³	71,499. ⁸³
3.1.7 In-service medical staff	86000000	1	Included	Included

Evaluation and Award Criteria: Contract will be awarded to the Vendor meeting the required specifications for the lowest overall Total Cost.

Mindray
Vendor Name (Printed)

800 MacArthur Blvd.
Mahwah, NJ 07430
Purchase Order Address

24312 Network Place, Chicago, IL 60673-1243
Vendor Remit-To Address:

David Thesing
Vendor Authorized Representative (Printed)
Date

David Thesing
Signature

614-313-1975
Telephone

800-266-9624
Fax

d.thesing@mindray.com
E-mail

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. Support of Individual Rights.

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vro/agencyvil.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance In Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

6. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: Welch Community Hospital Name of Associate: _____

Signature: _____

Signature: _____


Title: C.E.O.

Title: _____

Date: _____

Date: _____

Form - WVBA-012004
Amended 08.28.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 13
BY 
Patrick Morrisey
Attorney General

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: _____

Name of Agency: WVDHHR/BHHFF/Welch Community Hospital

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

Any and all personally identifiable information including but not limited to patient name, address, date of birth, Social Security Number, telephone number, and insurance information.

Any and all protected health information including but not limited to patient diagnosis, lab test, radiological exams, physical health exams, and/or treatment procedures.

ATTACHMENT 1

Provisions Required for Federally Funded Procurements

1. **Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
2. **2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. **§200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.

(A) At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908).

West Virginia Code of State Rules § 148-1-5 states:

§ 148-1-5. Remedies.

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Mindray DS USA, Inc.

Authorized Signature: [Signature] Date: 3/15/16

State of New Jersey

County of Bergen, to-wit:

Taken, subscribed, and sworn to before me this 15th day of March, 2016

My Commission expires October 13, 2019

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

**EVELYN MAGNET
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 13, 2019**