



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

**State of West Virginia
 Request for Quotation
 13 - Equipment**

Proc Folder: 187908

Doc Description: Addendum #2 - Infusion Pumps and Accessories

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-05-23	2016-05-25 13:30:00	CRFQ 0506 WEH1600000018	3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

B. Braun Medical Inc.

824 Twelfth Avenue

Bethlehem, PA 18018

800-523-9676

05/24/16 09:05:26
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

April Battle

(304) 558-0067

april.e.battle@wv.gov

Signature X

FEIN # 23-2116774

DATE May 23, 2016

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

ADDITIONAL INFORMATION:

Addendum #2 - To clarify the bid opening date is May 25, 2016, at 1:30 PM EST instead of May 24, 2016, at 1:30 PM EST.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	SIGMA Spectrum Infusion System or equal Infusomat Space @nd Generation	40.00000	EA	2,400.00	96,000.00

Comm Code	Manufacturer	Specification	Model #
42222000	B.Braun Medical Inc.	Infusomat 2nd Generation Pump Kit	ISP-NWP

Extended Description :

3.1.1 SIGMA Spectrum Infusion System or equal

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	IV pump infusion stands	40.00000	EA	194.38	7,775.20

Comm Code	Manufacturer	Specification	Model #
42222000	Pryor	Custom IV Stand	N7516

Extended Description :

3.1.2 IV pump infusion stands

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Triple mount carrier for IV pole	7.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42222000		Not needed with Infusomat Space Pump	

Extended Description :
3.1.3 Triple mount carrier for IV pole

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Warranty/Equipment valued over \$1,000.00 for one (1) year	40.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42222000	B. Braun Medical Inc.	Standard One Year Warranty	

Extended Description :
3.1.4 Warranty/Equipment valued over \$1,000.00 for one (1) year warranty

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	In-service training Price is per Pump	1.00000	40EA	300.00	12,000.00

Comm Code	Manufacturer	Specification	Model #
42222000	B. Braun Medical Inc.	Clinical Svcs Implementation	CLINSUPP1

Extended Description :
3.1.5 In-service training

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Administration Set SE 20 Drops/mL Drip Rate 100" 2 ports	7500.00000	EA	3.0408	22,842.74

Comm Code	Manufacturer	Specification	Model #
42222000	B. Braun Medical Inc.	Caresite Univ 15 Drop Pump Set	363421

Extended Description :

3.2.1.1.1 Administration Set SE 20 Drops/mL Drip Rate 100" 2 ports

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Secondary Set Male Luer Lock Connector	3000.00000	EA	0.7066	2,119.80

Comm Code	Manufacturer	Specification	Model #
42222000	B. Braun Medical Inc.	Secondary Set Male Luer Lock Connector	V1921

Extended Description :

3.2.1.1.2 Secondary Set Male Luer Lock Connector DEHP

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Needle Free Valve	7000.00000	EA	0.8616	6,031.20

Comm Code	Manufacturer	Specification	Model #
42222000	B. Braun Medical Inc.	Needle Free Valve Luer Lock	415122

Extended Description :

3.2.1.1.3 Needle Free Valve Luer Lock

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Hep-Lock Set 6" Extension	1000.00000	EA	1.3068	1,306.80

Comm Code	Manufacturer	Specification	Model #
42222000	B. Braun Medical Inc.	Hep-Set 8" Extension	470100

Extended Description :

3.2.1.1.4 Hep-Lock Set 6" Extension

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Blood Set IV 105" 1Y 180 MIC Filter	200.00000	EA	4.5067	973.44

Comm Code	Manufacturer	Specification	Model #
42222000	B. Braun Medical Inc.	Caresite Blood Set	490105

Extended Description :

3.2.1.1.5 Blood Set IV 105" 1Y w/ 180 Mic Filter

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Extension Set 40 Inch 2 Ports 5.0 mL Priming Volume DEHP	800.00000	EA	1.6746	1,339.68

Comm Code	Manufacturer	Specification	Model #
42222000	B. Braun Medical Inc.	Caresite 2 Port Extension Set	354220

Extended Description :
 3.2.1.1.6 Extension Set 40" Extension 2 Ports 5.0 mL Priming Volume DEHP

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Luer Lock Replacement Caps	600.00000	EA	0.1231	738.60

Comm Code	Manufacturer	Specification	Model #
42222000	B. Braun Medical Inc.	Blue Replacement Caps	B2000B

Extended Description :
 3.2.1.1.7 Luer Lock Replacement Caps ML/FML

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Extension Set 17" 1 Port 5.0 mL Priming Volume DEHP	100.00000	EA	1.7424	174.24

Comm Code	Manufacturer	Specification	Model #
42222000	B. Braun Medical Inc.	Caresite Ext Set w/Filter	354221

Extended Description :

3.2.1.1.8 Extension Set 17" 1 Port 5.0 mL Priming Volume DEHP

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Extension Set 9" Tubing 2 Ports 0.6mL Priming Volume NonDEHP	100.00000	EA	2.4006	240.06

Comm Code	Manufacturer	Specification	Model #
42222000	B. Braun Medical Inc.	Caresite Small Bore 7 " Ext Set	470106

Extended Description :

3.2.1.1.9 Extension Set 9" Tubing 2 ports 0.6mL Priming Volume NonDEHP

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Burette Infusion Set	20.00000	EA	4.569	91.38

Comm Code	Manufacturer	Specification	Model #
42222000	B. Braun Medical Inc.	Caresite Burette Set 88 inch	470116

Extended Description :

3.2.1.1.10 SE Burette Infusion Set

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	SE Primary Low Sorbing (NTG) Infusion Set	200.00000	EA	6.1817	1,335.24

Comm Code	Manufacturer	Specification	Model #
42222000	B. Braun Medical Inc.	Universal 60 Drop Nitro Pump Set	490037

Extended Description :
 3.2.1.1.11 SE Primary Low Sorbing (NTG) Infusion Set

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions Due	2016-05-05

WEH1600000018	Document Phase Final	Document Description Addendum #1 - Infusion Pumps and Accessories	Page 9 of 9
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



B. Braun Medical Inc.
Bids Department
824 Twelfth Avenue
Bethlehem, PA 18018
Telephone:(800) 523-9676
Fax:(610) 997-4102

May 20, 2016

Welch Community Hospital
454 McDowell Street
Welch, WV 24801

ATTN: April Battle, Bid Clerk, Purchasing Division
RE: Request for Quotation – 13 Equipment (“RFQ”)
DUE: May 24, 2016

Dear Ms. Battle:

B. Braun Medical Inc. (“B.Braun”) is pleased to submit the attached bid proposal in response to your request. This letter is an integral part of our bid offer.

B.Braun is offering Welch Community Hospital (“Customer”) the option to purchase B.Braun’s Infusomat® Space Infusion devices and certain related disposable products, and to license certain software (collectively, the “Products”) from B.Braun, at the pricing set forth in our RFQ response, subject to the terms and conditions of the Group Purchasing Agreements for IV Therapy Products, effective February 1, 2014, between Premier Purchasing Partners, L.P. (“Premier”) and B.Braun, Contract Numbers PP-IV-112, PP-IV-122, PP-IV-132, PP-IV-142 and PP-IV-152 (collectively, the “Premier Agreement”). Firm pricing and price increases for the Products will be in accordance with the terms of the Premier Agreement.

All prices included in our offer are for direct purchase only and all capital equipment Products and software Products are offered for sale and license, respectively, directly from B.Braun only. Payment terms for direct purchases are net 45 days from invoice date. If Customer elects to purchase any disposable Products through distribution, Customer shall be responsible for any distribution charges, mark-ups or other costs charged by any distributor under separate contract negotiated between Customer and such distributor. In addition, all payment terms, minimum order quantities, return policies, and shipping and delivery terms applicable to disposable Products will be in accordance with the terms of the agreement between Customer and the distributor.

We have enclosed the following documents with our submission: Infusion Systems Agreement, Space Infusion Devices Product Warranty, Extended Warranty Agreement for Space Infusion Device Models, Software License and Services Agreement, and DoseGuard Software License (collectively, the “Terms of Sale”). This offer is made subject to terms of the Premier Agreement and the Terms of Sale, which collectively supersede and control over any contrary or additional terms contained in any of the RFQ materials. Because our offer is made subject to the terms and conditions of the Premier Agreement and the Terms of Sale, B.Braun has not submitted any exceptions to Customer that B.Braun may otherwise

have made to the RFQ materials. In addition, as of the date hereof, B.Braun has determined that it is not a business associate of Customer (as "business associate" is defined in 45 C.F.R. § 160.103) because B.Braun is not currently performing a business associate function involving personal health information on Customer's behalf. Accordingly, B.Braun has not submitted any exceptions to Customer's HIPAA Business Associate Addendum that B.Braun may otherwise have made if such agreement were applicable. Notwithstanding the foregoing, upon notification of an award, B.Braun reserves the right to negotiate any additional terms to be set forth in the resulting agreement with Customer to ensure that both parties' needs are adequately addressed in a definitive agreement. In the event the Premier Agreement expires or terminates, the terms and conditions set forth in any other applicable successor agreement shall apply.

Notwithstanding anything to the contrary herein, this offer is made subject to product availability at the time of contract execution in the event of a bid award.

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

Subject to the provisions set forth herein, this offer is valid for 90 days from the bid opening. Within that time, we would appreciate notification of an award. For your convenience, we are enclosing a form to notify us of your decision. This form can be faxed to the Bids Department at (610) 997-4102, and will enable us to implement your pricing promptly.

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

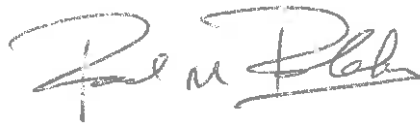
B. Braun Medical Inc.
Attn: Bids Department
824 Twelfth Avenue
Bethlehem, PA 18018
bbmus_bids@bbbraun.com

Thank you for the opportunity to submit a response to your RFQ. We look forward to your favorable reply. Additional information regarding B.Braun may be obtained through our website, www.bbraunusa.com. Should you have any questions concerning any part of our offer, please contact, Dianne Maholick, Bids Analyst, by calling (800) 523-9676, extension 4644.

Sincerely,



Sharon S. Robertson
Manager, Contracts Finance



Paul M. Polaha
Corporate Vice President, Sales
Systems & E-Commerce

cc: Jill Jaggard, Hospital Care Region Manager
Kim McQueeney, Infusion Systems Specialist
Tony Zimmermann, Vice President, Eastern Zone Hospital Care Sales



Cheryl A. McWhite
Associate General Counsel

B. Braun Medical Inc.
824 Twelfth Avenue
Bethlehem, PA 18018

Telephone: (610) 691-5400 ext. 4253
Direct: (610) 997-4253

May 19, 2016

Welch Community Hospital
454 McDowell Street
Welch, WV 24801

Attn: April Battle, Bid Clerk, Purchasing Division

Re: HIPAA Business Associate Agreement

Dear Madam:

This is in response to your request that B. Braun Medical Inc. ("B.Braun") sign a Business Associate Agreement with **Welch Community Hospital** related to protected health information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), Public Law 111-5, and the HIPAA regulations.

Having considered the business nature of our relationship with you, we have concluded that we are not a business associate of your entity (as "business associate" is defined in 45 C.F.R. §160.103) because we are not currently performing a business associate function involving personal health information on your behalf. Nevertheless, please be assured that B.Braun follows strict internal privacy and security policies and procedures to ensure that any personal health information received by B.Braun is kept confidential in accordance with all applicable legal requirements.

We recognize that HIPAA is a complex area of the law. If you have any questions or comments in connection with this letter, please do not hesitate to have your counsel contact me at (610) 997-4253.

Sincerely,

Cheryl A. McWhite
Associate General Counsel

CAM/msp

CRQM 0506 WEH1600000018 Infusion Therapy Systems, Accessories, and Supplies

Pricing Page

Exhibit A



Description	Quantity	Cost Per Unit	Total Cost		
3.1.1 Infusomat® Space 2 nd Generation Non-Wireless Pump Kit ISP-NWP	40 each	2,400.00	96,000.00		
3.1.2 IV pump infusion stands N7516	40 each	194.38	7,775.20		
3.1.3 Triple mount carrier for IV pole	7 each	Not necessary for Infusomat® Space Pumps	Not necessary for Infusomat® Space Pumps		
3.1.4 Warranty/Equipment valued over \$1,000.00 for one year warranty	40 each	Standard Warranty	Standard Warranty		
3.1.5 In-service training CLINSUPP1	40 each	300.00	12,000.00		
DRUG LIBRARY SW KIT - SPACE 2ND GEN DLSP2G	40 each	400.00	16,000.00		
Total	A.) 131,775.20				
Description of Consumables	*Estimated Quantity Per Unit	Cost Per Unit	Units Per Case	Case Price	Total Cost
3.2.1.1.1 Administration Set SE 20 Drops/mL Drip Rate 100" 2 ports 363421	7,500 each	3.0408	24	72.98	22,842.74
3.2.1.1.2 Secondary Set Male Luer Lock Connector DEHP V1921	3,000 each	0.7066	50	35.33	2,119.80
3.2.1.1.3 Needle Free Valve Luer Lock 415122	7,000 each	0.8616	200	172.32	6,031.20
3.2.1.1.4 Hep-Lock Set 6" Extension 470100	1,000 each	1.3068	100	130.68	1,306.80
3.2.1.1.5 Blood Set IV 105" 1Y w/ 180 Mic Filter 490105	200 each	4.5067	24	108.16	973.44
3.2.1.1.6 Extension Set 40" Extension 2 Ports 5.0 mL Priming Volume DEHP 354220	800 each	1.6746	50	83.73	1,339.68
3.2.1.1.7 Luer Lock Replacement Caps ML/FML B2000B	600 each	0.1231	100	123.10	738.60
3.2.1.1.8 Extension Set 17" 1 Port 5.0 mL Priming Volume DEHP 354221	100 each	1.7424	50	87.12	174.24
3.2.1.1.9 Extension Set 9" Tubing 2 ports 0.6mL Priming Volume NonDEHP 470106	100 each	2.4006	50	120.03	240.06
3.2.1.1.10 SE Burette Infusion Set 470116	20 each	4.569	20	91.38	91.38

3.2.1.1.11 SE Primary Low Sorbing (NTG) Infusion Set 490037	200 each	6.1817	24	148.36	1335.24
Total	B.) 37,193.18				

*The number of IV administration sets/consumables and supplies listed on the cost sheet is for bidding purposes only. The vendor will be required to provide actual quantities needed, be it more or less. Pricing is estimated based on quantities given. Actual quantities would be determined by a conducting a Clinical Analysis.

Grand Total Cost A. & B. \$ 168,968.38

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

B. Braun Medical Inc.	824 Twelfth Avenue	Bethlehem, PA 18018
Vendor Name (Printed)	Vendor Address	
Sharon S. Robertson, Manager, Contracts Finance		
Vendor Authorized Representative	Signature	Date
Telephone 800-523-9676 ext. 4602	Fax 610-849-5334	E-mail sharon.robertson@bbraun.com
Paul M Polaha, Corporate Vice President, Sales Systems and E-Commerce		
Vendor Authorized Representative	Signature	Date
Telephone 800-523-9676 ext. 4204	Fax 610-997-5530	E-mail paul.polaha@bbraun.com

B | BRAUN

SHARING EXPERTISE

Customer: Welch Emergency Hospital Phcy 454 Mcdowell St WELCH WV 24801 Customer Number: 20069814	Proposal for Purchase Reference Number/Date: 24834349 / 05/18/2016 Proposal Number: 24834349 Valid from /Valid to: 05/20/2016 - 08/17/2016 Payment Terms: Within 30 days due net Shipping Terms: F.O.B. origin, frgt ppd & add Bid ID: BP-1566
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B. Braun Medical, Inc. ("B. Braun") is pleased to offer Welch Emergency Hospital the option to purchase the INFUSOMT SPC 2ND GEN NON-WIRELES PUMP KT Infusion devices.

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

Conditions	Currency USD
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Material	Quantity	Description	Unit Price	Extended Price
ISP-NWP	40 EA	INFUSOMT SPC 2ND GEN NON-WIRELES PUMP KT *Includes: Infusomat Space with Standard Battery (40), Space Pole Clamp - Speed Clamp (40), and Power Supply SP US III (40).	2,400.00 EA	96,000.00
DLSP2G	40 EA	DRUG LIBRARY SW KIT - SPACE 2ND GEN *Includes: Drug Library Development Consultation (40), DoseGuard FDB Drug Library Development (40), Space OnlineSuite DVD (1), HiBased CD (1), and Interface Lead Can SP (1).	400.00 EA	16,000.00
CLINSUPP1	40 EA	CLIN SVCS IMPLEMENTATION LVP	300.00 EA	12,000.00
N7516	40 EA	CUSTOM IV STAND 6 LEG	194.38 EA	7,775.20

ITEMS TOTAL	131,775.20
FINAL AMOUNT	131,775.20

*Denotes Taxable Item

It is anticipated that delivery will generally be made within forty-five (45) days after acceptance of a valid purchase order, depending upon implementation requirements. However, delivery schedules are approximate only, and based upon manufacturing capabilities, schedules, and access to component parts.

All pricing is exclusive of any extended warranty, applicable taxes and freight charges. Any customization for products/services or accessories not quoted in this proposal, will be made available at an additional charge. All transactions are pending credit approval. Customer agrees to notify B.Braun of all delivery requirements including the need for a lift gate at the time an order is placed.

All transactions are pending credit approval. Customer agrees to notify B.Braun of all delivery requirements including the need for a lift gate at the time an order is placed.

B. Braun's standard product warranty for Infusomat® Space Infusion Devices and related accessories is one (1) year. A copy of B.Braun's Space Infusion Devices Product Warranty is included with our Proposal and sets forth the terms of the standard product

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

Customer:
Welch Emergency Hospital
454 McDowell St
WELCH WV 24801

warranty. In addition, B.Braun is offering Customer the option to purchase extended warranty beyond the one (1) year standard product warranty, for a purchase price of \$150.00 per device per year. A copy of the Extended Warranty Agreement for Space Infusion Device Models is included with our Proposal.

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

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

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

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

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

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

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

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

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

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

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

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

or others on such item, other than work performed with B.Braun's authorization and according to its approved procedures; or (iii) the alleged defect is a result of abuse, misuse, improper maintenance, accident or the negligence of any party other than B.Braun. The warranty set forth herein is conditioned upon proper storage, installation, use and maintenance in accordance with applicable written recommendations of B.Braun. The warranty furnished hereunder does not extend to damage to items purchased hereunder resulting in whole or in part from the use of components, accessories, parts or supplies not furnished by B.Braun.

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

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

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

Miscellaneous:

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

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

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

B. BRAUN MEDICAL INC.
Space Infusion Devices Product Warranty

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

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

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

This Warranty does not extend to the performance of the Device or damages to, or resulting in whole or in part from the use of, components, accessories, parts or supplies not supplied by B.Braun for use with the Device, including without limitation, syringes and administration sets. Products or components not manufactured by B.Braun or its affiliates are not warranted by B.Braun, and Customer must rely on the warranties, if any, provided directly by the manufacturer of such product or component. Customer shall be solely responsible for, and B.Braun makes no representation or warranty regarding, integration of barcoding and/or wireless interfacing, as applicable, of the Devices with Customer's systems.

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

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

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

12/10/14

**B. BRAUN MEDICAL INC.
SOFTWARE LICENSE AND SERVICES AGREEMENT**

This Software License and Services Agreement (together with the Schedules and Terms of Use, the "Agreement"), is made as of the _____ day of _____, 20____ ("Effective Date") by and between **B. BRAUN MEDICAL INC.**, a Pennsylvania corporation having an address at 824 Twelfth Avenue, Bethlehem, Pennsylvania 18018 ("**B.Braun**") and **Customer Name**, a _____ corporation having an address at ("**Customer**"). The parties hereby agree as follows:

Customer is licensing the Software indicated below from B.Braun pursuant to the terms and conditions of this Agreement and B.Braun's published Terms of Use as set forth on B.Braun's website at: <http://www.bbraunusa.com/SoftwareTermsOfUse/>.

- Software:**
- Pump Configuration Editor Software – Schedule 1
For use with – Outlook® ES Safety Infusion System ("**Equipment**")

 - Configuration Management Application Software – Schedule 2
For use with – Outlook® 400ES Safety Infusion System ("**Equipment**")

 - DoseTrac® Infusion Management Software – Schedule 3
For use with – Outlook® ES Safety Infusion System ("**Equipment**")
 Infusomat® Space Infusion System ("**Equipment**")

 - Drug List Editor Software – Schedule 4
For use with – Infusomat® Space Infusion System ("**Equipment**")
 Perfusor® Space Infusion System ("**Equipment**")

 - Space OnlineSuite Software – Schedule 5
For use with – Infusomat® Space Infusion System ("**Equipment**")

The Software and Services are provided under B.Braun's published Terms of Use and the terms and conditions set forth herein. This is the entire agreement between the parties with respect to the Software and Services and any terms or conditions additional to or inconsistent with this Agreement shall be null and void and have no effect. All prior representations, discussions, or agreements, whether express or implied, oral or written, are cancelled or merged herein. Customer shall be deemed to have accepted these terms and conditions by accepting delivery of the Software. This Agreement may be signed in counterparts and by facsimile, each of which shall be deemed to be one and the same original document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

B. BRAUN MEDICAL INC.

Customer:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SCHEDULE 5
Space OnlineSuite Software

B.Braun's Space OnlineSuite Software ("Software") consists of the following software applications: Drug Library Manager Software ("DLM Software") and Upload Manager Software ("ULM Software").

1. Drug Library Manager Software:

- a. **Permitted Use:** Customer's non-exclusive, non-transferable license permits Customer to install the current version of the DLM Software onto its computers or its servers at the Site for the sole purpose of configuring the Equipment and creating, editing and storing Customer's drug library for the Equipment located at the Site.
- b. **DLM Services:** The License Fees also include the following services (collectively, "DLM Services"):
 - i. B.Braun will provide initial training on the use of the DLM Software to enable Customer to develop drug libraries and configure Equipment settings during the drug library development process.
 - ii. At the time of Customer's first drug library revision, B.Braun will provide one follow-up training on the use of the DLM Software, not to exceed two (2) hours in length.
 - iii. B.Braun will facilitate project management meetings and reviews with Customer during the drug library development and Equipment configuration process.
 - iv. B.Braun will provide up to forty (40) hours of assistance to Customer, as determined by B.Braun in its sole discretion, during the drug library development process. If Customer requires additional assistance, or if Customer requires assistance following completion of the drug library development process, then additional hours of assistance may be purchased at an additional charge of \$250.00 per hour (4-hour minimum).
 - v. B.Braun will provide representative sample drug libraries, access to B.Braun's National Archive of Drug Libraries and suggested reference sources for Customer to consult regarding development of Customer's drug library.
 - vi. B.Braun will assist Customer during a pre-implementation drug library validation workshop in order for Customer to confirm its drug library selections and Equipment configurations prior to such information being loaded into Customer's Equipment.
- c. **Final selection of the drug libraries and pump configurations will be Customer's sole responsibility, and Customer is responsible for utilizing its sound clinical judgment in the selection of appropriate concentrations and drug limits based upon individualized patient care, and B.Braun disclaims all liability in connection therewith. Without limiting the foregoing, B.Braun disclaims any liability arising from Customer's failure to follow B.Braun's recommended procedures as set forth in the "DLM Services" section above. B.Braun makes no representations or warranties of any kind, expressed or implied, by operation of law or otherwise with respect to the DLM Services or to the currency, accuracy, or suitability of the drug library and configured information, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. In no event shall B.Braun be liable for any special, indirect, incidental, punitive or consequential damages of any nature (whether arising out of contract, strict liability, negligence or otherwise) arising out of the DLM Services, including, without limitation, any lost revenues or profits, whether or not B.Braun has been advised of the possibility of such damages or such damages were reasonably foreseeable.**

Initials: _____

2. Upload Manager Software:

- a. **Permitted Use:** Customer's non-exclusive, non-transferable license permits Customer to install the current version of the ULM Software onto its computers or its servers at the Site for the sole purpose of importing and transferring drug library files stored by the DLM Software for wireless distribution and update to the Equipment.
- b. **ULM Services:** The License Fees also include the following services (collectively, "ULM Services" and together with the DLM Services, the "Services") as part of the implementation process:
 - i. B.Braun will provide to Customer one day of on-site training on the use of the ULM Software, not to exceed eight (8) hours in length.
 - ii. B.Braun will conduct a workshop to confirm Customer's competence with the ULM Software and to confirm that drug library files are successfully transmitted to Customer's Equipment.
- c. **Due to variances in Customer's network design and environmental conditions, B.Braun makes no representation or warranty regarding connectivity or uninterrupted connectivity of Equipment to Customer's network. Customer is solely responsible for confirming the Equipment has been updated with the drug libraries and pump configurations selected by Customer for wireless transmission to Customer's Equipment, and B.Braun disclaims all liability in connection therewith. Without limiting the foregoing, B.Braun disclaims any liability arising from Customer's failure to follow B.Braun's recommended procedures as set forth in the "ULM Services" section above. B.Braun makes no representations or warranties of any kind, expressed or implied, by operation of law or otherwise with respect to the ULM Services or to the currency, accuracy, or suitability of the drug library and configured information, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. In no event shall B.Braun be liable for any special, indirect, incidental, punitive or consequential damages of any nature (whether arising out of contract, strict liability, negligence or otherwise) arising out of the ULM Services, including, without limitation, any lost revenues or profits, whether or not B.Braun has been advised of the possibility of such damages or such damages were reasonably foreseeable.**

3. Installation:

B.Braun will install the Software onto Customer's computers or its servers, as applicable, at the Site. Customer will provide to B.Braun, at a scheduled time, at no charge, use of Customer's facilities, equipment and supplies that are reasonably necessary for B.Braun to perform such installation of the Software. This shall include access to those software systems, programs, and related materials at the Site that are specifically required by B.Braun to fulfill its installation obligations.

4. License Fees:

Catalog Number	Description	Quantity	Unit Price	Extended Price
876100U	Space OnlineSuite DVD			
8713303U	HiBased 7.4.31 CD			
876105A-SPW	Space OnlineSuite DLM Web License Fee			

Initials: _____

OLSINSTAL	Space OnlineSuite Installation Fee (3-Day Installation)			
DLDF	Drug Library Development Consultation Fee			
Total License Fees				\$

5. Payment:

If Customer is purchasing, or has purchased the Equipment, Customer shall pay the License Fees set forth above within thirty (30) days from the date of invoice. If Customer is leasing the Equipment, Customer shall pay the License Fees in equal monthly installments of \$ each, contemporaneously with the lease payments for the Equipment. The License Fees will be listed as a separate line item on the monthly invoices under the Equipment Lease and shall be payable within thirty (30) days from the date of invoice.

6. Term:

Unless or until sooner terminated in accordance with the terms of this Agreement, if the Customer is purchasing or has purchased the Equipment, the term of the Software License shall be for the period commencing on the first day of the month after shipment of the Software from B.Braun to Customer and ending on the date Customer ceases to possess the Equipment, or if the Customer is leasing the Equipment, then the term of the Software License shall be coterminous with the term of the Lease (as applicable, the "Term").

7. Site of Installation:

Customer Name: _____

Account Number: _____

Address: _____

City/State/Zip Code: _____

8. Minimum Operating Environment Requirements:

Additional requirements may vary based on Customer's specific needs, notwithstanding the Minimum Operating Environment Requirements set forth below.

Processor	Dual Core Processor, 2.4GHz; or Quad Core AMD® Opteron Processor
Operating System	Microsoft Windows® Server 2008 with Service Pack 2, Standard Edition or Enterprise Edition; or Microsoft Windows® Server 2012 with Service Pack 2, Standard Edition or Enterprise Edition

Initials: _____

	Note: Both 32-bit and 64-bit versions are supported.
Memory	8 GB RAM
Hard Disk Space	256 GB available, split into two (2) volumes
Database	<p>Microsoft SQL Server 2008 R2, Standard or Enterprise Edition with Service Pack 2; or</p> <p>Microsoft SQL Server 2012 R2, Standard or Enterprise Edition with Service Pack 2</p> <p>Note: Both 32-bit and 64-bit versions are supported.</p> <p>Note: The Software only supports the Microsoft SQL Database-Servers listed above.</p>
Browser	<p>Internet Explorer 10.x, 11.x with Plug-in Adobe FlashPlayer 12; or</p> <p>Mozilla Firefox 24.0.x Extended Support Release (ESR) with Plug-in Adobe FlashPlayer 12</p>

Initials: _____

DOSEGUARD SOFTWARE LICENSE

1. Definitions.

- (a) "Agreement" means the agreement pursuant to which the Equipment (as defined below) is leased or purchased, and to which this DoseGuard Software License is attached.
- (b) "DoseGuard" is an internet based drug library management solution that allows Customer to create, maintain and edit drug libraries for use with the B. Braun Medical Inc. ("B. Braun") Infusomat® Space Infusion Devices ("Equipment").
- (c) "DoseGuard Software License" means this DoseGuard Software License signed by Customer.
- (d) "FDB" means First Databank, Inc., which developed DoseGuard with B. Braun.
- (e) "Project Kick-Off Meeting" means the initial call among FDB, Customer and B. Braun to discuss logistics regarding use of the DoseGuard website and to schedule training.
- (f) "Term" means three (3) years from the date of the Project Kick-Off Meeting.
- (g) All other capitalized terms used herein shall have their respective meanings set forth in the Agreement.

2. Grant of Rights.

- (a) Subject to the terms and conditions set forth herein, Customer is granted a limited, non-exclusive, non-assignable and non-transferable license, without right of sublicense, to install and use DoseGuard during the Term in connection with the Equipment purchased and/or leased from B. Braun pursuant to the Agreement. DoseGuard may only be used on the Equipment purchased and/or leased pursuant to the Agreement and may not be used on any other device(s) or equipment.
- (b) Customer shall not, and shall not allow any third party to (i) reproduce, disassemble, decompile or reverse engineer DoseGuard, or (ii) use, market, distribute or promote DoseGuard other than as explicitly permitted herein. All rights to DoseGuard not expressly granted to Customer herein are reserved by B. Braun and FDB.
- (c) In consideration of the license granted hereunder, Customer shall pay B. Braun the license fees for DoseGuard as set forth in and subject to the terms of the Agreement.
- (d) DoseGuard and any associated documentation, communication and/or components provided to Customer contain copyrighted material and other proprietary material and information of FDB, B. Braun, and/or their respective licensors. FDB, B. Braun, and/or their respective licensors shall retain all right, title, and interest, including all intellectual property rights, in and to DoseGuard and any associated documentation, communication and/or components thereof. Customer will not remove, alter, or destroy any form of copyright notice, proprietary markings, or confidential legends placed upon or contained

within DoseGuard or any associated documentation, communication, and/or components thereof.

3. Term. The license granted hereunder shall terminate upon the expiration of the Term. Upon expiration of the Term, Customer must enter into a separate license agreement with FDB to continue use of DoseGuard.

4. Assumption of Risk.

- (a) The clinical information contained in DoseGuard is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other healthcare professionals in patient care. Customer agrees that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Customer acknowledges and agrees that the use of DoseGuard in no way is intended and shall not be used as a substitute or replacement for diagnosis, treatment recommendations or other professional, clinical decisions or judgment. Neither FDB nor B. Braun assumes any responsibility for actions of Customer or their agents which may result in any liability or damages due to malpractice, failure to warn, negligence or any other basis.
- (b) DoseGuard is not all inclusive or necessarily complete, and there may be omissions, typographical errors, conflicting information, inaccuracies or other errors contained therein.
- (c) The allocation of liability set forth in this DoseGuard Software License and within the Agreement fairly reflects the economic circumstances and risks that the parties hereto are willing to undertake in view of the amounts paid or payable.

5. LIMITATION OF LIABILITY AND DISCLAIMERS; INDEMNITY; TERMINATION.

- (a) EXCEPT AS SET FORTH IN PARAGRAPH (c) BELOW, IN NO EVENT WILL FDB OR B. BRAUN BE LIABLE TO CUSTOMER OR ITS END USERS FOR ANY DAMAGES, INCLUDING LOST REVENUES, PROFITS, DATA OR OTHER INFORMATION, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE DOSEGUARD OR ARISING OUT OF OR IN ANY OTHER WAY CONNECTED WITH DOSEGUARD, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER FDB NOR B. BRAUN MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO DOSEGUARD, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR USE AND/OR A PARTICULAR PURPOSE. IN ADDITION, NEITHER FDB NOR B. BRAUN REPRESENT THAT DOSEGUARD WILL BE ERROR FREE OR OPERATE UNINTERRUPTED.
- (b) To the extent not otherwise prohibited by applicable law, Customer shall indemnify and defend FDB, B. Braun and their respective affiliates and hold them harmless from and against any and all liabilities, damages (including but not limited to compensatory, indirect, incidental, consequential, special and punitive damages), interest, penalties, expenses, including but not limited to reasonable

REQUEST FOR QUOTATION
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Infusion Therapy Systems, Accessories and Supplies

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WVDHHR/BHMF/Welch Community Hospital to establish a contract for the one-time purchase of forty (40) new Sigma Spectrum Infusion Systems Or equal, forty (40) IV pump infusion stands, seven (7) triple mount carrier for IV pole, and to establish an open-end contract for IV administration sets and consumables.

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.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division..

3. **GENERAL REQUIREMENTS:**

3.1 **Contract Items and Mandatory Requirements:** Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 **FORTY (40) SIGMA SPECTRUM INFUSION SYSTEM OR EQUAL**

3.1.1.1 **Volumetric Accuracy:**

3.1.1.1.1 Must have Volumetric Accuracy of between 0.5 – 1.9 milliliter per hour (mL/hr) of ± 0.1 mL/hr; 2.0

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– 800 mL/hr of $\pm 5\%$ and 801 – 999 mL/hr of $\pm 5\%$ flow rate.

- 3.1.1.1.2** Must have volume given 0.1 to 9999 milliliter (mL) with 0.1 mL/hr increments from 0.5 to 99.9 mL/hr and 1.0 mL/hr increments from 100 to 999 mL/hr.
- 3.1.1.1.3** Timekeeping must have real time clock with back up battery with at least a ten (10) year battery life.
- 3.1.1.1.4** Drug Library capacity must have drug library with at least 1600 drugs and with at least a 32 care area capacity.
- 3.1.1.1.5** Drug error prevention must have a wrong dose prevention mode.
- 3.1.1.1.6** Must have master drug library with the ability to list all intravenous (IV) drugs, along with their safe delivery parameters.
- 3.1.1.1.7** Must be able to make drug entries that include the care area, drug name, concentration, dose rate mode, bolus mode, starting dose rate, soft and hard dose rate and bolus limits, volume to be infused, primary or secondary IV container, and pump screen color.
- 3.1.1.1.8** Must have automatic start-up in the drug library.

3.1.1.2 Login Memory:

- 3.1.1.2.1** Must have at least a 24 hour memory of all set up screens except for multistep and cyclic modes that are maintained permanently.
- 3.1.1.2.2** Must have separate pump history and drug event log.
- 3.1.1.2.3** Must have at least a 10,000 event capacity. Once maximum number of log entries is reached, the

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data for each new event should replace the data for the oldest event.

3.1.1.3 Power:

3.1.1.3.1 Should have input of 100 volts (v) – Alternating current (AC) – 240 V-AC, 50-60 Hertz (Hz)/200 milliamps (MA).

3.1.1.3.2 Each infusion pump should have power cord at least nine (9) feet long.

3.1.1.4 Battery Power and Capacity:

3.1.1.4.1 Must have a lithium ion battery for each infusion pump.

3.1.1.4.2 Must have at least eight (8) hours infusion time on battery at 125 milliliters per hour (mL/hr).

3.1.1.4.3 Charging must occur when infusion pump is plugged in whether pump is on or off.

3.1.1.5 Display:

3.1.1.5.1 Display must be in color.

3.1.1.6 Occlusion Pressure:

3.1.1.6.1 Must be adjustable with three (3) different setups – high, medium and low.

3.1.1.7 Alarms and Alerts:

3.1.1.7.1 Must have air-in-line alarm.

3.1.1.7.2 Must have speaker activated audio alarm, low, medium and high levels selected through the user setup.

3.1.1.7.3 Must have depleted battery alarm.

3.1.1.7.4 Must have battery missing alarm.

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- 3.1.1.7.5 Must have dose rate exceeded alarm.
- 3.1.1.7.6 Must have downstream occlusion alarm with automatic restart after downstream occlusion is cleared.
- 3.1.1.7.7 Must have inactivity alarm.
- 3.1.1.7.8 Must have infusion complete alarm.
- 3.1.1.7.9 Must have upstream occlusion alarm.
- 3.1.1.7.10 Must have variable alarm volume of high, medium and low.
- 3.1.1.7.11 Must have check flow confirmation alert.
- 3.1.1.7.12 Must have secondary check flow alert.
- 3.1.1.7.13 Must have on screen clinical advisories.

3.1.2 Forty (40) IV Pump Infusion Stands

- 3.1.2.1 IV pole must be adjustable from at least a minimum of sixty seven inches (67") to a height of at least a maximum off ninety eight inches (98").
- 3.1.2.2 Base must have at least five (5) three inch (3") wheels/casters for mobility.
- 3.1.2.3 IV poles must have at least four (4) IV hooks.

3.1.3 SEVEN (7) TRIPLE MOUNT CARRIER FOR IV POLE

3.1.4 WARRANTY

- 3.1.4.1 Equipment valued over \$1,000.00 must have pricing for one (1) year warranty.

3.1.5 IN-SERVICE TRAINING

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3.1.5.1 Must provide in-house staff education for all of the nursing staff (approximately 100) for instruction for equipment use and care. Vendor shall complete in-service training (3.1.5) within ten (10) working days after delivery of infusion pump equipment; training will be completed at the facility at Welch Community Hospital, 454 McDowell Street, Welch, WV.

3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.2.1 IV ADMINISTRATION SETS AND CONSUMABLES

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

- 3.2.1.1.1** Administration Set SE 20 Drops/mL Drip Rate 100" 2 ports
- 3.2.1.1.2** Secondary Set Male Luer Lock Connector DEHP
- 3.2.1.1.3** Needle Free Valve Luer Lock
- 3.2.1.1.4** Hep-Lock Set 6" Extension
- 3.2.1.1.5** Blood Set IV 105" 1Y w/ 180 Mic Filter
- 3.2.1.1.6** Extension Set 40" Extension 2 Ports 5.0 mL Priming Volume DEHP
- 3.2.1.1.7** Luer Lock Replacement Caps ML/FML
- 3.2.1.1.8** Extension Set 17" 1 Port 5.0 mL Priming Volume DEHP
- 3.2.1.1.9** Extension Set 9" Tubing 2 ports 0.6mL Priming Volume NonDEHP
- 3.2.1.1.10** SE Burette Infusion Set
- 3.2.1.1.11** SE Primary Low Sorbing (NTG) Infusion Set

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the

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Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by inserting pricing for each item listed on the Pricing Page. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

5. ORDERING AND PAYMENT:

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

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver infusion pump equipment (3.1.1, 3.1.2, and 3.1.3) within sixty (60) calendar days after receiving a purchase order. Vendor shall complete in-service training (3.1.5) within ten (10) working days after delivery of infusion pump equipment; training will be completed at the facility at Welch Community Hospital, 454 McDowell Street, Welch, WV. Vendor shall deliver standard orders 3.2.1 within seven (7) working days after orders are received. Vendor shall deliver emergency orders within three (3) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Contract items must be delivered to Agency at Welch Community Hospital, 454 McDowell Street,

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Welch, WV.

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

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

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

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

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

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7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

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

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Sharon S. Robertson
Telephone Number: 800-523-9676 Ext. 4601
Fax Number: 610-849-5334
Email Address: sharon.robertson@bbraun.com

Please refer to our Offer Letter, Proposal, Terms and Conditions of the Premier Agreement and Literature Packet for offer details.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: B. Braun Medical Inc.

Authorized Signature: [Signature] Date: May 20, 2016

State of Pennsylvania

County of Lehigh, to-wit:

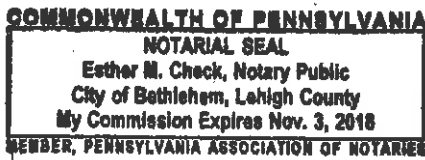
Taken, subscribed, and sworn to before me this 20th day of May, 2016.

My Commission expires November 3rd, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 08/01/2015)



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ WEH1600000018

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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 that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

B. Braun Medical Inc.

Sharon S. Robertson
Manager, Contracts Finance

Company

Authorized Signature

May 23, 2016

Date

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

BID NOTIFICATION

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

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

Attn. Dianne Maholick

April Battle

Bid Number/Name: Request For Quote CRFQ WEH1600000018
Due Date: May 24, 2016

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

Entire Bid Accepted Partial Bid Accepted

Bid Rejected and Awarded to _____

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

* Estimated dollar amount of items bid: _____

* Previous Supplier:

B. Braun Medical Inc. Other (Specify): _____

Effective Date: _____ Contract No. if different from Bid No. _____

Authorized Signature: _____

Title: _____

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