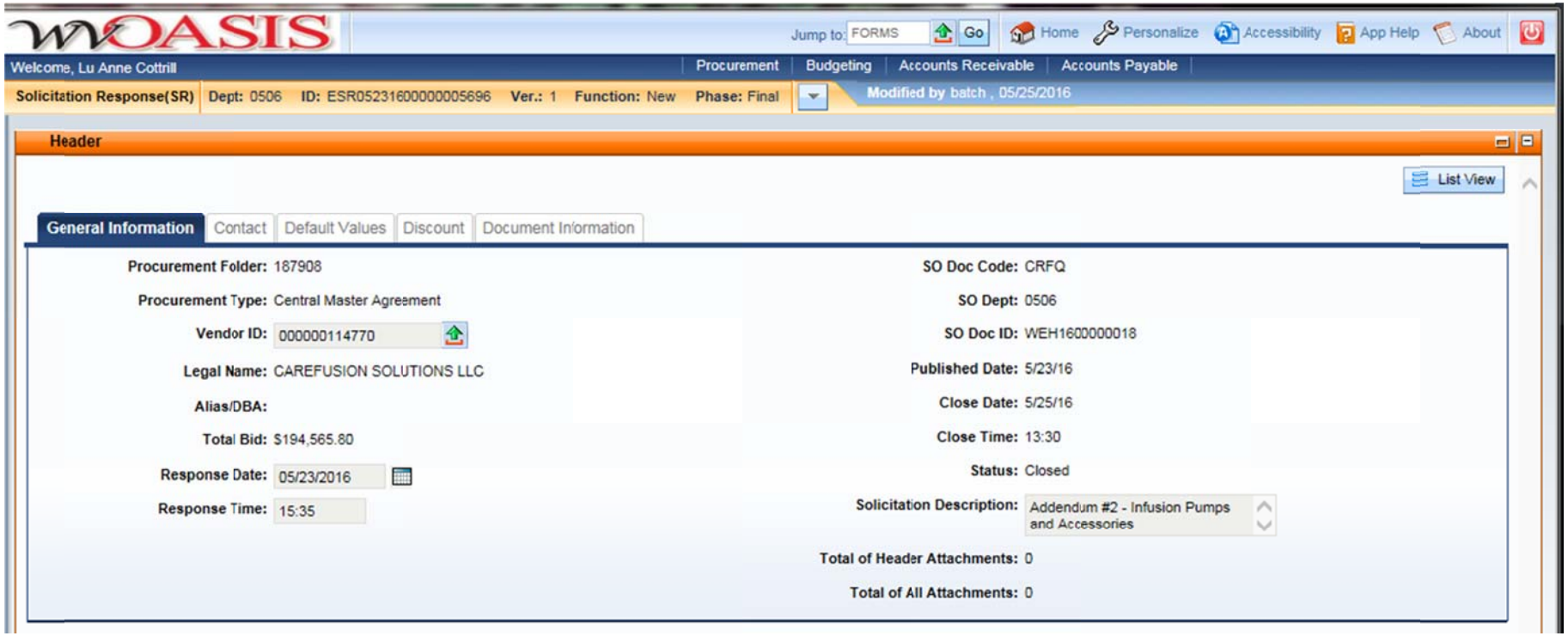
The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.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Accessibility
App Help
About
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Procurement
Budgeting
Accounts Receivable
Accounts Payable
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Procurement Folder: 187908
Procurement Type: Central Master Agreement
Vendor ID: 000000114770
Legal Name: CAREFUSION SOLUTIONS LLC
Alias/DBA:
Total Bid: $194,565.80
Response Date: 05/23/2016
Response Time: 15:35
SO Doc Code: CRFQ
SO Dept: 0506
SO Doc ID: WEH1600000018
Published Date: 5/23/16
Close Date: 5/25/16
Close Time: 13:30
Status: Closed
Solicitation Description: Addendum #2 - Infusion Pumps and Accessories
Total of Header Attachments: 0
Total of All Attachments: 0

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

State of West Virginia
Solicitation Response

Proc Folder : 187908

Solicitation Description : Addendum #2 - Infusion Pumps and Accessories

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2016-05-25 13:30:00	SR 0506 ESR05231600000005696	1

VENDOR

000000114770

CAREFUSION SOLUTIONS LLC

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	SIGMA Spectrum Infusion System or equal	40.00000	EA	$2,595.000000	$103,800.00

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description : 3.1.1 SIGMA Spectrum Infusion System or equal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	IV pump infusion stands	40.00000	EA	$244.000000	$9,760.00

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description : 3.1.2 IV pump infusion stands

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Triple mount carrier for IV pole	7.00000	EA	$0.000000	$0.00

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description : 3.1.3 Triple mount carrier for IV pole

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Warranty/Equipment valued over $1,000.00 for one (1) year	40.00000	EA	$0.000000	$0.00

Comm Code	Manufacturer	Specification	Model #
42222000			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	In-service training	1.00000	EA	$20,000.000000	$20,000.00

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description : 3.1.5 In-service training

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Administration Set SE 20 Drops/mL Drip Rate 100" 2 ports	7500.00000	EA	$6.120000	$45,900.00

Comm Code	Manufacturer	Specification	Model #
42222000			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Secondary Set Male Luer Lock Connector	3000.00000	EA	$0.670000	$2,010.00

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description : 3.2.1.1.2 Secondary Set Male Luer Lock Connector DEHP

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Needle Free Valve	7000.00000	EA	$1.030000	$7,210.00

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description : 3.2.1.1.3 Needle Free Valve Luer Lock

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Hep-Lock Set 6" Extension	1000.00000	EA	$1.550000	$1,550.00

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description : 3.2.1.1.4 Hep-Lock Set 6" Extension

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Blood Set IV 105" 1Y 180 MIC Filter	200.00000	EA	$3.330000	$666.00

Comm Code	Manufacturer	Specification	Model #
42222000			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Extension Set 40 Inch 2 Ports 5.0 mL Priming Volume DEHP	800.00000	EA	$2.700000	$2,160.00

Comm Code	Manufacturer	Specification	Model #
42222000			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Luer Lock Replacement Caps	600.00000	EA	$0.200000	$120.00

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description : 3.2.1.1.7 Luer Lock Replacement Caps ML/FML

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Extension Set 17" 1 Port 5.0 mL Priming Volume DEHP	100.00000	EA	$1.080000	$108.00

Comm Code	Manufacturer	Specification	Model #
42222000			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Extension Set 9" Tubing 2 Ports 0.6mL Priming Volume NonDEHP	100.00000	EA	$1.560000	$156.00

Comm Code	Manufacturer	Specification	Model #
42222000			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Burette Infusion Set	20.00000	EA	$6.290000	$125.80

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description : 3.2.1.1.10 SE Burette Infusion Set

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	SE Primary Low Sorbing (NTG) Infusion Set	200.00000	EA	$5.000000	$1,000.00

Comm Code	Manufacturer	Specification	Model #
42222000			

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



Infusion Therapy Services, Accessories and Supplies
Solicitation No: CRFQ 0506 WEH1600000018
Cost Proposal

Prepared for:
State of West Virginia
Welch Community Hospital
Attn: April Battle
2019 Washington Street, East
Charleston, WV 25305

Submitted on May 24, 2016 by 1:30 pm EST

Colin Ratner, RN, BSN
Regional Sales Director
Specialty Hospital - East
(215) 275-5239 Direct
Colin.Ratner@BD.com

BD
Advancing the world of health

Expires: August 24, 2016

Quotation: 1000091987
WELCH COMMUNITY HOSPITAL
Quote Date: May 13, 2016
Pricing stated is offered by CareFusion for acceptance by WELCH COMMUNITY HOSPITAL until August 11, 2016
Colin Ratner 215.275.5239
COLIN.RATNER@CAREFUSION.COM
GPO: PREMIER PP-IV-110 DEVICES CE BASE

Alaris® System Equipment (Hardware)

Model	Product Description	Quantity	Unit Price	Extended Price
8015	Next generation Alaris® PC unit	40	$ 2,595.00	$ 103,800.00
8100	Alaris® Pump module	60	$ 1,595.00	$ 95,700.00
925-0176	6 leg base, 25" diameter, 8 hook rake top	40	$ 224.00	$ 8,960.00
			Subtotal	**$ 208,460.00**

Guardrails® Suite License for Alaris® System (Software)

Product Description	Quantity	Unit Price	Extended Price
Guardrails® Point-of-Care Software for Alaris® PC units	40	$ 950.00	$ 38,000.00
Guardrails® Point-of-Care Software for Pump modules	60	$ 250.00	$ 15,000.00
		Subtotal	**$ 53,000.00**

Implementation for Alaris® System (Services) - Implementation costs are based on a single-phase Implementation.

Services below provided per the Customer Order Attachments		Extended Price
Remote Professional Services		$ 20,000.00
Equipment Check-in Services		$ 7,000.00
	Subtotal	**$ 27,000.00**
	Total-Equipment, Licenses and Services	**$ 288,460.00**
	TOTAL ACQUISITION COST	**$ 288,460.00**

Maintenance and Support Fees

			Extended Price
Software Management Services - Alaris® System (Level 3)	Annual		$ 22,680.00
		Subtotal	**$ 22,680.00**
	GRAND TOTAL		**$ 311,140.00**

Notes:

The Maintenance and Support Fees identified above will be invoiced on a monthly basis.

This Customer Order does not include any applicable sales and use taxes. If Customer is tax exempt, Customer must ensure that a tax exemption certificate is on file with CareFusion.

Welch Community Hospital

CareFusion Disposable Analysis

Linda Phillips

Commitment Required:

May 12, 2016

Current							CareFusion						
Customer Item Number	Manufacturer	Product Code	Description	Each Price	Annual Usage	Extended Amount	Product Code	Description	Type of Product	Case Quantity	Each Price	Annual Usage	Extended Amount	Notes
	CareFusion	2260-0500	Alaris Pump Module set Low Sorbing Roller Clamp(s) 2-piece Male Luer Lock. Not Made with DEHP. 20 Drop L: 113 in L: 286 cm PV: 23 mL Fluid Path Sterile	$ 5.00	200	$ 1,000.00	2260-0500	Alaris Pump Module set Low Sorbing Roller Clamp(s) 2-piece Male Luer Lock. Not Made with DEHP. 20 Drop L: 113 in L: 286 cm PV: 23 mL Fluid Path Sterile	Alaris Pump Module	20	$ 5.00	200	$ 1,000.00	
	CareFusion	2420-0007	Alaris Pump Module set Check Valve Roller Clamp(s) 2 SmartSite needle-free valve(s) 6", 81" (1 above pumping segment and 1 below) from 2-piece Male Luer Lock. Not Made with DEHP. 20 Drop L: 117 in L: 297 cm PV: 25 mL Fluid Path Sterile	$ 3.12	7,500	$ 23,400.00	2420-0007	Alaris Pump Module set Check Valve Roller Clamp(s) 2 SmartSite needle-free valve(s) 6", 81" (1 above pumping segment and 1 below) from 2-piece Male Luer Lock. Not Made with DEHP. 20 Drop L: 117 in L: 297 cm PV: 25 mL Fluid Path Sterile	Alaris Pump Module	20	$ 3.12	7,500	$ 23,400.00	
		2441-007				$ -	2441-0007	Alaris Pump Module set 150mL Burette (SmartSite) Smallbore Roller, Slide Clamp(s) 3 SmartSite needle-free valve(s) 7", 48", 88" (1 above pumping segment and 2 below) from 2-piece Male Luer Lock. Not Made with DEHP. 60 Drop L: 130 in L: 330 cm PV: 20 mL Fluid Path Sterile	Alaris Pump Module	10	$ 6.29	20	$ 125.80	
	CareFusion	10010903	Gravity set Non-Vented Blood Set 180 Micron Filter 3 Roller Clamp(s) 1 SmartSite needle-free valve(s) 9" from 2-piece Male Luer Lock With Pressure Pump. 15 Drop L: 105 in L: 264 cm PV: 67 mL Fluid Path Sterile	$ 3.33	200	$ 666.00	10010903	Gravity set Non-Vented Blood Set 180 Micron Filter 3 Roller Clamp(s) 1 SmartSite needle-free valve(s) 9" from 2-piece Male Luer Lock With Pressure Pump. 15 Drop L: 105 in L: 264 cm PV: 67 mL Fluid Path Sterile	Gravity	20	$ 3.33	200	$ 666.00	
	CareFusion	11448964	Secondary set Roller Clamp(s) Spin Male Luer Lock with hanger. Not Made with DEHP. 20 Drop L: 36 in L: 92 cm PV: 12 mL Fluid Path Sterile	$ 0.67	3,000	$ 2,010.00	11448964	Secondary set Roller Clamp(s) Spin Male Luer Lock with hanger. Not Made with DEHP. 20 Drop L: 36 in L: 92 cm PV: 12 mL Fluid Path Sterile	Secondary	100	$ 0.67	3,000	$ 2,010.00	
	CareFusion	10010977	Extension set Pinch Clamp(s) 1 SmartSite needle-free valve(s) 9" from 2-piece Fixed Male Luer Lock. L: 20 in L: 51 cm PV: 2 mL Fluid Path Sterile	$ 1.08	100	$ 108.00	10010977	Extension set Pinch Clamp(s) 1 SmartSite needle-free valve(s) 9" from 2-piece Fixed Male Luer Lock. L: 20 in L: 51 cm PV: 2 mL Fluid Path Sterile	Extension	100	$ 1.08	100	$ 108.00	
	CareFusion	10796814	Extension set 2 Pinch Clamp(s) 2 VersaSafe Split Septum Port(s) 7", 30" from Spin Male Luer Lock. Not Made with DEHP. L: 41 in L: 103 cm PV: 6 mL Fluid Path Sterile		800	$ -	31262E	Extension set 2 Pinch Clamp(s) 2 SmartSite needle-free valve(s) 7", 31" from Fixed Male Luer Lock. L: 40 in L: 102 cm PV: 5 mL Fluid Path Sterile	Extension	100	$ 2.70	800	$ 2,160.00	
	CareFusion	MX9037	Extension set Slide Clamp(s) 2 NAC-y needle-free valve(s) 2.5", 4.25" from Fixed Male Luer Lock. Not Made with DEHP. L: 8.5 in L: 22 cm PV: 2 mL Content Sterile	$ 1.56	100	$ 156.00	MX9037	Extension set Slide Clamp(s) 2 NAC-y needle-free valve(s) 2.5", 4.25" from Fixed Male Luer Lock. Not Made with DEHP. L: 8.5 in L: 22 cm PV: 2 mL Content Sterile	Extension	50	$ 1.56	100	$ 156.00	
	CareFusion	MZ5301	Extension set Pressure Rated Minibore 1 MaxZero Needle-free Connector(s) Slide Clamp(s) Spin Male Luer Lock. Not Made with DEHP. L: 7 in L: 18 cm PV: 0.4 mL Content Sterile *Labeled for use with low pressure power injectors up to 325 psi and maximum flow rate of 10 mL/second.	$ 1.55	1,000	$ 1,550.00	MZ5301	Extension set Pressure Rated Minibore 1 MaxZero Needle-free Connector(s) Slide Clamp(s) Spin Male Luer Lock. Not Made with DEHP. L: 7 in L: 18 cm PV: 0.4 mL Content Sterile *Labeled for use with low pressure power injectors up to 325 psi and maximum flow rate of 10 mL/second.	Extension	50	$ 1.55	1,000	$ 1,550.00	

Welch Community Hospital

CareFusion Disposable Analysis

Linda Phillips

Commitment Required:

May 12, 2016

Current							CareFusion							
Customer Item Number	Manufacturer	Product Code	Description	Each Price	Annual Usage	Extended Amount	Product Code	Description	Type of Product	Case Quantity	Each Price	Annual Usage	Extended Amount	Notes
	CareFusion	MZ1000-07	MaxZero Zero Reflux IV Connector. Not made with DEHP. PV: 0.16mL *Labeled for use with low pressure power injectors up to 325 psi and maximum flow rate of 10 mL/second.	$ 1.03	7,000	$ 7,210.00	MZ1000-07	MaxZero Zero Reflux IV Connector. Not made with DEHP. PV: 0.16mL *Labeled for use with low pressure power injectors up to 325 psi and maximum flow rate of 10 mL/second.	Connector	100	$ 1.03	7,000	$ 7,210.00	
	CareFusion	MPC-1A	Breather Cap for Male Luer Slips, Locks, Spin Locks. Not made with DEHP.		600	$ -	70804	Female/Male Cap. Not made with DEHP.	Accessory	600	$ 0.20	600	$ 120.00	
			Total Current Spend			**$ 36,100.00**			**Dedicated Spend**				**$ 24,525.80**	
			CareFusion Spend			**$ 38,505.80**			**Non-Dedicated Spend**				**$ 13,980.00**	
			Difference			**$ (2,405.80)**			**Total CareFusion Spend**				**$ 38,505.80**	



Infusion Therapy Services, Accessories and Supplies
Solicitation No: CRFQ 0506 WEH1600000018
Technical Proposal

Prepared for:

State of West Virginia
Welch Community Hospital
Attn: April Battle
2019 Washington Street, East
Charleston, WV 25305

Submitted on May 24, 2016 by 1:30 pm EST

Colin Ratner, RN, BSN
Regional Sales Director
Specialty Hospital - East
(215) 275-5239 Direct
Colin.Ratner@BD.com

BD
Advancing the world of health

Expires: August 24, 2016

3750 Torrey View Court
San Diego, CA 92130
800.367.9947 tel

bd.com

May 24, 2016

April Battle
State of West Virginia
Welch Community Hospital
2019 Washington Street, East
Charleston, WV 25305

Dear Ms. Battle,

On behalf of the entire team at BD, I would like to thank you and your team for the opportunity to partner with Welch Community Hospital for your Large Volume Infusion Pumps needs. I am confident we will accomplish great things together for your clinicians and for members of Welch Community Hospital community.

We believe the solution we have developed is closely aligned to the goals and business drivers of Welch Community Hospital. Our offering is simple and will provide Welch Community Hospital with multiple options to achieve your goals. The proposed solution helps to support positive patient outcomes, improved workflow for clinicians and access to actionable information to improve patient safety and adherence to safe medication practices.

The Alaris™ System:

- ONE MODULAR SYSTEM offering: Large Volume Pump, Syringe, PCA, $EtCO_2$ and SpO_2 monitoring
- ONE DRUG LIBRARY for all infusion types
- ONE CQI DATA BASE for all infusion types (*Only Alaris™!*)
- FOUR infusions simultaneous with common programming
- PCA + respiratory monitoring combined with PCA pause protocol (*Only Alaris™!*)
- Alaris™ Infusion Analytics Service
- Unparalleled implementation experience
- Flexible options to manage cash flow
- Only BD offers EMR interoperability for both large volume and syringe pumps.

I would like to extend my appreciation to you and Welch Community Hospital for including BD's market leading Alaris™ System in your quest for a comprehensive IV medication safety platform. We hope to earn your business by fully demonstrating the value we can bring your organization with our advanced capabilities.

We thank you for your dedication to the profession, your clinicians and your patients. We look forward to continuing to work with you to measurably improve patient care.

Best regards,

Colin Ratner, RN, BSN
Regional Sales Director

Enclosures

Table of Contents

Executive Summary

The healthcare landscape is changing at an unprecedented rate. National healthcare reform efforts are resulting in millions of new covered lives entering the system. At the same time, our population is aging; the baby boomers' use of healthcare resources is increasing, raising overall levels of acuity. In the face of both of these changes, reimbursement rates are decreasing, with larger amounts of revenue at risk.

BD is committed to helping Welch Community Hospital meet these challenges. BD is developing technology that allows providers to leverage core competencies across their systems. This technology is being presented to you in the form of an exciting new platform product strategy that will support these developments for the entire continuum of care while helping to alleviate financial pressures and resource constraints.

While we have addressed your immediate LVP requirements for the purpose of this RFI response, the Executive Summary also provides a high level overview of our enterprise medication management portfolio. BD offers integrated solutions to address the challenges within each step of the medication use process. This provides our customers with the ability to achieve integration and a comprehensive intelligent infusion solution that is scalable and able to grow with the needs of your institution. Our response demonstrates alignment that drives system-wide economic efficiencies, while enhancing both patient and clinician safety; with a roadmap that supports the achievement of the key performance indicators your hospital may be targeting.

Connect to infusion protection

A Standardized and Comprehensive Approach

BD offers infusion and intravenous (IV) therapy systems, solutions and devices including pumps, software, interoperability, and sets and accessories. From the hospital pharmacy to the patient bedside, they help protect every infusion for each patient.

Devices

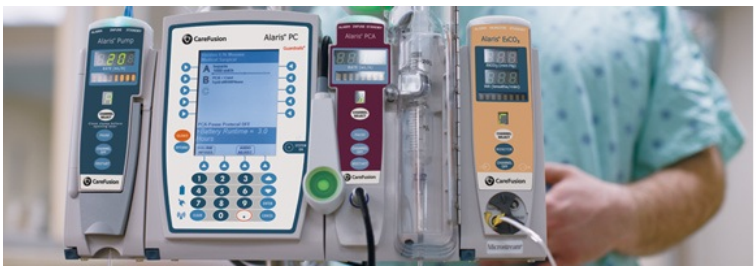
Software

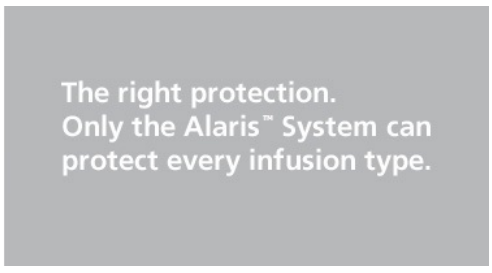
Interoperability

IV Therapy

Alaris™ Intelligent Infusion Solutions

The Alaris™ System with Guardrails™ Suite MX software gives you safety beyond just dose error reduction. Built on a modular platform, our smart pump helps you protect all types of infusions and across all modalities including large volume, PCA, and syringe infusions, respiratory monitoring (Sp02 & EtC02), and bar-coding capabilities.





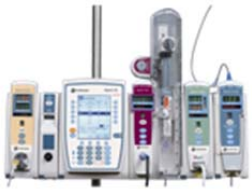
The Alaris™ PC unit is the computer at the patient's bedside and is the basis for a modular platform that provides a common interface for programming all modules. The Alaris™ System is able to grow with the needs of your institution by adding and subtracting additional infusion modules such as syringe, PCA, patient monitoring, and bar-coding.

The Guardrails™ Suite MX safety software is a comprehensive safety solution available today at the point of care. It can help reduce IV medication errors, improve the overall quality of patient care, track and measure system performance and help increase compliance with national safety standards.

When the Guardrails™ Suite MX software is added to the Alaris™ system, the software allows you to create profile-specific libraries for all Alaris™ system infusion modalities, such as large volume pump, PCA and syringe delivery.

Standardize infusion devices to protect patient care

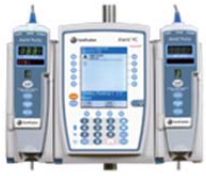
Infusion devices from BD work independently and together to accurately deliver infusions while helping protect each patient. With various modalities on one platform, our infusion devices and systems help you streamline workflow and manage infusion data across all care areas.



Alaris™ PC unit

At the bedside, the Alaris™ PC unit provides a modular platform you can build on to customize infusion delivery based on patient needs by adding modules such as large volume, PCA or syringe pumps, patient monitoring and barcoding.

"99% of CareFusion clients would choose Alaris™ System again, reflecting this product's strong wireless capabilities and ability to satisfy clinicians across nursing, pharmacy and biomed."[2]



Alaris™ Pump module

Alaris™ Pump module continuously or intermittently delivers fluids, medications, blood or blood products for adult, pediatric or neonatal patients.

Alaris™ Pump module selected as the #1 smart pump LVP in KLAS[1]

The Power of One

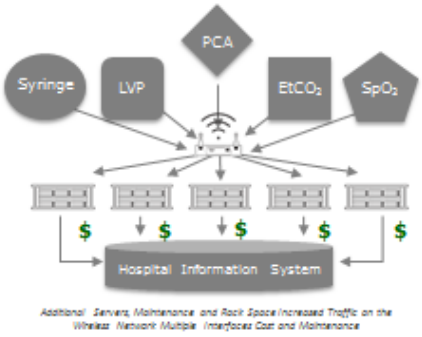
One modular IV system is the most standardized and comprehensive approach for safely delivering IV medications. The Alaris™ system can enable Welch Community Hospital to standardize its processes to one IV system with ONE:

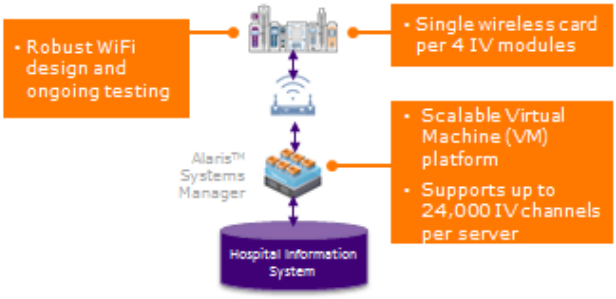
- System for the clinicians to train on and use daily
- Set of parts for Biomed engineers to train on
- Drug dataset library for pharmacy to develop and manage
- Continuous quality improvement (CQI) database and software for quality improvement on system-wide risk and safety management processes
- Wireless communication card and interface for your IT engineers to manage
- System for IV standardization, decreasing IV therapy practice variation and promoting the best care across the hospital system
- Source for all IV sets and accessories

Power of One

Disparate pump and monitoring systems	
Drug data sets	3
Education curriculum for staff	5
Disparate sets of parts for Biomed	5
Power cords	5
Disparate CQI databases—no combination	3
Device Management & Administration Servers	5
HIT Integration Engines	5

Alaris™ System	
Drug data set	1
Education curriculum for staff	1
Set of parts for Biomed	1
Power cords	1
CQI database	1
Device Management & Administration Servers	1
HIT Integration Engines	1





IV Sets



When it comes to IV safety, you want reliable products that can help protect you, your clinicians and patients from healthcare-associated infections (HAIs). Our extensive portfolio of IV sets and category related accessories help protect you from the costs and harm caused by HAI's. BD offers a full portfolio of IV sets, needless connectors, closed system transfer devices and IV catheters that not only can assist in driving standardized care and clinical performance, but also economic benefits as Welch Community Hospital expands its utilization across the BD infusion portfolio.

Clinically proven connector technology
Our needleless connectors can help reduce catheter occlusions and kill 99.9% of six pathogens that commonly contaminate these types of devices. Our MaxPlus™ and MaxZero™ needleless IV connectors protect access points closest to the patient.

Broad portfolio to meet every clinical need
Our award-winning SmartSite™ needle-free valve helps enhance clinician and patient safety by helping to prevent needle-stick injuries. Our technology helps standardize Y-site access for administration, gravity, secondary and extension sets to help reinforce best aseptic and other practices.

Hazardous Drug Protection
The SmartSite™ needle-free valve also partners with the Texium™ closed male luer to form a safe, closed system for handling hazardous medications to further protect you from exposure to hazardous medications.

The BD Chemo Safety System is an end-to-end closed system solution that helps protect healthcare personnel and patients from hazardous drugs.

BD PhaSeal™ is a system for the safe handling of hazardous drugs. As a clinically proven closed-system drug transfer device (CSTD), it has been proven to prevent hazardous drug exposure from preparation and administration to waste disposal.

The BD Nexiva™ Closed IV Catheter System allowed for a median dwell time of 144 hours for catheters in place ≥24 hours in a 2014 clinical study.

Vendor Performance and Customer Voice

KLAS Rankings [1]

- *Smart Pumps – PCA* (Alaris™ PCA module) - #1 in PCA
- *Smart Pumps – Syringe* (Alaris™ Syringe module) - #1 in Syringe
- *Smart Pumps – LVP* (Alaris™ LVP module) - #1 in LVP
- *Alaris™ EMR interoperability was recently reported by KLAS [5] to lead in functionality breadth, have the most live organizations, and is the most ready for widespread adoption.*

KLAS Report Highlights

- "CareFusion has the most organizations adopting bidirectional integration, which providers define as autoprogramming and autodocumentation. They are also the only vendor live with syringe pump integration (in five organizations). Their customers are the most confident that pump integration is ready for widespread adoption." [2]
- "Well positioned as the next integration leader with strong wireless functionality, integrated pump suite, the largest pump customer base, and the most customers planning to go live by the end of 2014" [3]
- "Integration was a resounding win for patient safety" [3]
- "CareFusion rated the highest for the best wireless drug library update experience." [4]

MD Buyline Highlights

- Alaris™ is ranked #1 in five key categories [6]

[1] *KLAS Research January 2016. URL: http://klasresearch.com*
[2] *KLAS – Smart Pump/EMR Integration: What Are My Best Options? June 2015*
[3] *KLAS – Smart Pump/EMR Integration 2013, July 2013*
[4] *KLAS Enterprises, LLC. Smart Pumps 2012: Wireless Technology and EMR Integration, April 2012.*
[5] *KLAS Performance Report. Smart Pump/EMR Integration, What Are My Best Options? May 2015*
[6] *MD Buyline Market Intelligence Briefing Q2 2015 – CareFusion Infusion Pump. URL: http://www.mdbuyline.com*

Partnership

As the leading provider of the most comprehensive, integrated suite of medication management solutions, BD is uniquely positioned to support Welch Community Hospital's goals and objectives. We have proven success among the industry's largest and most prestigious health systems and we have designed our solutions specifically to bring exceptional financial and clinical value to our partners.

Section 1
Response to Specifications

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WVDHHR/BHHF/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 – 800 mL/hr of ± 5% and 801 – 999 mL/hr of ± 5% flow rate.

Meets. The rate accuracy of the Alaris™ pump module is ±5% at rates between 1 and 999 mL/h, and ±5.5% at rates <1 mL/h, 95% of the time with 95% confidence, under the conditions listed below:

- Infusion Rate Range: 0.1 - 999 mL/h
- Ambient Temperature: 68 ±4°F (20 ±2°C)
- Source Container Height: 20 inches above top of Alaris™ Pump module
- Test Solution: Distilled Water
- Distal Back pressure: 0 mmHg (0 kPa)
- Needle: 18 gauge
- Administration Set Model 2210

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.

Meets. Infusion Rate Range: 0.1 – 999 mL/h

3.1.1.1.3 Timekeeping must have real time clock with back up battery with at least a ten (10) year battery life.

Not applicable. Time stamping and time keeping comes from the Alaris™ Systems Manager which is synchronized to the hospital's NTP server.

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.

The Guardrails™ Suite MX safety software allows for customization into typical care areas or patient types. The Guardrails™ Editor Software is the authoring tool that allows the hospital to create a data set. This PC based application enables the hospital to create up to 2,500 unique drug/fluid setups for up to 30 patient-specific care areas, referred to as profiles, with a maximum of 1500 setups per profile.

In addition, BD has pharmacy consultants on staff that assists our customers during the implementation process to streamline their single drug library for all three modules: LVP, Syringe and PCA.

3.1.1.1.5 Drug error prevention must have a wrong dose prevention mode.

Meets. Guardrails™ Suite MX safety software for the Alaris™ System brings a new level of medication error prevention to the point of patient care. The Guardrails™ Suite MX features medication dosing, concentration delivery rate and optional initial programming guidelines for up to 30 patient-specific care areas, referred to as profiles. Each profile contains a specific drug library, and IV fluid library as well as instrument configurations appropriate for the needs of the patient care area. Clinical Advisories are optional, hospital-defined messages which help reinforce best practice guidelines or policies relevant to a specific drug per care-area/profile. The Guardrails™ Suite MX Software allows for hard and soft limits to be developed for each specific drug and/or IV fluid within the hospitals customized dataset. The programming clinician will always receive both an audio and visual alert whenever a hospital established Guardrails™ Limit has been reached. In the case of a hard limit the user would be forced to reprogram the infusion within acceptable limits before being allowed to proceed. A hard limit would be established for a specific drug or drug parameter, where there is the most potential for

patient harm (for example upper end of a continuous dose, lower end of a drug concentration limit or the lower end for an infusion duration limit).

Guardrails™ Suite MX is the Alaris™ System Dose Error Reduction System (DERS). It is designed to help prevent programming errors by:

- Providing a means to increase standardization of high-risk IV medications
- Reduce infusion pump programming steps
- Comparing user programming with hospital-defined best-practice guidelines
- Providing a prompt if an out-of-limits entry is made
- Customizing device configurable settings to meet the needs of selected hospital/facility area/unit (profile).

With the hospital-developed data set uploaded into all devices which will be utilized throughout the facility; the Guardrails™ Suite of safety software engages passively just as soon as the system is powered on.

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.

Meets. 2500 Drug Setups (including I.V. Fluids) for up to 30 hospital care areas or Profiles. When the hospital develops their data set incorporating their best practice guidelines into their Guardrails™ drug and Guardrails™ fluid libraries, programming is more specific and simplified. When selecting a designated channel, the programming clinician will see only the specific Guardrails™ drugs or Guardrails™ fluids developed for that module and for the previously selected care area or profile.

The Guardrails™ Suite MX software is the most comprehensive safety software on the market. This software helps to provide the right intravenous (IV) protection for all patients and all therapies, all of the time.

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.

Meets. Guardrails™ Suite MX features:

- Hard and/ or Soft Limits
- 2,500 Drug Setups (including I.V. Fluids) for up to 30 hospital care areas or Profiles.
- Drug selection by name with alphabet speed keys.
- Bolus Dose and Duration Hard and/ or Soft limits.
- Protection related to the amount of drug the patient gets over time
- Initial starting default values pre-populate allowing faster programming

3.1.1.1.8 Must have automatic start-up in the drug library.

Meets. When the hospital develops their data set incorporating their best practice guidelines into their Guardrails™ drug and Guardrails™ fluid libraries programming is more specific and simplified. At power on the device automatically defaults to the dose error reduction system mode as the infusion menu leads with Guardrails™ Drugs and Guardrails™ IV Fluids. The programming clinician will then

see only the specific Guardrails™ drugs or Guardrails™ fluids developed for that module and for the previously selected care area or profile. Once inside either of these libraries, the clinician can use the alpha speed keys to easily navigate to their desired selection.

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.

The Alaris™ PC unit is the computer at the bedside, at the Point-of-Care. Program retention retains settings indefinitely. Upon powering on the Alaris™ System, the clinician will be asked "New Patient?" A selection of either Yes or No is required to proceed with programming. If “Yes” is selected, all previous patient data will be cleared and deleted.

If within 8 hours and No is selected all programming may be restored at exactly the point at which it was powered down. Next the user will select the appropriate care area/profile for the patient. Confirmation is required when selecting the profile to access the hospital developed Guardrails™ drug and Guardrails™ IV Fluid libraries specific to that patient population.

3.1.1.2.2 Must have separate pump history and drug event log.

Meets. The history log, which includes the event (key press), instrument error and battery logs, records all user input, including all keys pressed, infusion pump alarm records, and other system events. The history log on the Alaris™ PC point-of-care unit is capable of holding approximately 10,000 events. Depending on the utilization level of an infusion pump, this is roughly several months of data. As new user inputs and operating system changes occur, the oldest events are replaced by the new events, once the memory is full.

Using Alaris™ System Maintenance software to download a log you would connect the Alaris™ PC unit to a computer via serial port and download the log into ASM data base. You can then sort by an Event log, battery log or Error report and save it in either EXCEL or PDF format.

3.1.1.2.3 Must have at least a 10,000 event capacity. Once maximum number of log entries is reached, the data for each new event should replace the data for the oldest event.

Meets. The history log, which includes the event (key press), instrument error and battery logs, records all user input, including all keys pressed, infusion pump alarm records, and other system events. The history log on the Alaris™ PC point-of-care unit is capable of holding approximately 10,000 events. Depending on the utilization level of an infusion pump, this is roughly several months of data. As new user inputs and operating system changes occur, the oldest events are replaced by the new events, once the memory is full.

Using Alaris™ System Maintenance software to download a log you would connect the Alaris™ PC unit to a computer via serial port and download the log into ASM data base. You can then sort by an Event log, battery log or Error report and save it in either EXCEL or PDF format.

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).

Power requirements are 100 - 240V ~, 50/60 Hz, 150 VA MAX.

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

The power cord for the infusion pump is 3 meters long.

3.1.1.4 Battery Power and Capacity:

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

The battery and AC to DC power supply is contained in the Alaris™ PC unit and provides power to all modules. The battery is a 12 volt, 10-cell, high capacity, nickel-metal hydride, rechargeable, 4amp hour battery pack with a built–in thermal fuse and self-resetting current limit.

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

Battery runtime is a function of the number of modules attached and module activity. With a new, fully charged battery, the system will operate as follows before a "BATTERY DISCHARGED" message occurs:

- 6 hours with one Pump Module infusing at 25 mL/h
- 6 hours with one Pump Module infusing at 25 mL/h and one Auto-ID Module
- 6 hours with one Syringe Module or PCA Module infusing at 5 mL/h
- 3 hours with four Syringe Modules, or one PCA Module and three Syringe Modules, infusing at 5 mL/h

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

The pump is able to charge while plugged whether the pump is on or off.

3.1.1.5 Display:

3.1.1.5.1 Display must be in color.

Meets.

3.1.1.6 Occlusion Pressure:

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

Meets. A complete range of downstream occlusion detection options is provided.

- Pump mode: Downstream occlusion alarm threshold is 525 mmHg at flow rates of 30 mL/h or greater. For rates less than 30 mL/h, occlusion pressure is rate-dependent to ensure rapid response to occlusions.
- Selectable pressure mode: Downstream occlusion alarm threshold can be adjusted in 25 mmHg increments, from 50 mmHg up to maximum occlusion pressure of 525 mmHg.
- Auto-Restart: (See "Auto-Restart" definition.)

In addition, Alaris™ System provides fluid-side occlusion detection.

3.1.1.7 Alarms and Alerts:

3.1.1.7.1 Must have air-in-line alarm.

Meets. The Alaris™ pump module utilizes an ultrasonic air-in-line detector. There are two air in line settings; accumulated air-in-line (AIL) and air-in-line settings which are configurable by the hospital for each care area/profile.

The accumulated air detects the presence of multiple air bubbles that are too small to be detected by the single bolus AIL detection limit. The air-in-line feature sets the upper limit for a single bolus of air to pass without alarm. This is the amount of air allowed to pass through the detector before an air-in-line alarm will sound. Three (3) different air-in-line detection settings can be selected by the hospital 50, 75, 250, *500 micro liters (*500 micro liters option is applicable to anesthesia mode only.)

When air is detected in the administration set the Alaris™ pump module will alarm and scroll Air-in-Line while the infusion stops on the affected module. The clinician can advance the air in the administration set by pressing the restart key on the individual module. This will display the amount of air as it advances below the device. If clinically significant and in accordance with the facilities' standard of practice, air can be removed through the SmartSite™ needle-free valves.

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

Meets. During start up, the clinician can press the Audio Adust soft key. To change volume to desired level, press either Louder or Softer soft key. To sample alarm loudness level, press Test soft key.

3.1.1.7.3 Must have depleted battery alarm.

Meets. Alarm indicating very low battery <5 minutes to system shutdown.

3.1.1.7.4 Must have battery missing alarm.

Meets.

3.1.1.7.5 Must have dose rate exceeded alarm.

Meets. All alerts and alarms are both audible and visible with a prompt or explanation to the clinician. With the Guardrails™ Suite MX software, audio and visual alerts help reduce programming errors by indicating a limit (soft or hard) has been exceeded.

3.1.1.7.6 Must have downstream occlusion alarm with automatic restart after downstream occlusion is cleared.

Meets. The "Auto-Restart" feature is part of Alaris™ System's Downstream Occlusion Detection system designed to minimize the nuisance of patient-side occlusion alarms. It allows the infusion device to automatically continue an infusion following detection of a patient-side occlusion if downstream pressure falls to an acceptable level within a 15-second "Checking Line" period. If downstream pressure decreases to a predetermined level, (below 50% of pressure limit) during 15-second "Checking Line" period, infusion automatically continues. If condition is not cleared within 15 seconds, a "Partial Occlusion - Patient Side" alarm occurs.

3.1.1.7.7 Must have inactivity alarm.

Meets. In the event that a programming infusion was interrupted, an audible call back alert will prompt the clinician of the need to complete programming.

The device can be powered on and left in an idle state for quick access and ready for programming if need be in a critical clinical setting.

3.1.1.7.8 Must have infusion complete alarm.

Meets. Once the previously entered "Volume to be Infused" (VTBI) has decremented and reached zero, the KVO functionality is triggered. A visual (INFUSION COMPLETE-KVO) and audible alarm will display on the applicable module and on the Alaris™ PC unit (KVO) as an indication that the infusion is complete and the infusion is running at the profile specific KVO rate. The status indicator lights will flash red for infusion complete and solid green for infusing at the KVO rate.

3.1.1.7.9 Must have upstream occlusion alarm.

Exceeds. The Alaris™ System offers both an upstream and downstream occlusion detection system.

3.1.1.7.10 Must have variable alarm volume of high, medium and low.

Meets.

3.1.1.7.11 Must have check flow confirmation alert.

No. The device does not have an extra alert and verification step required prior to start.
Other features of Alaris™ System work to monitor aspects of the infusions prior to nurse intervention. For instance, part of Alaris™ System's Downstream Occlusion Detection system is designed to minimize nuisance, patient-side occlusion alarms (Auto restart).

The Dynamic Pressure Display appears on the main display, and does not require nurse intervention such as an extra step to confirm use or give the nurse information about flow status. It can be enabled or disabled in the dataset. If enabled, it graphically displays current patient-side occlusion pressure set point and current patient-side operating pressure for that module.

3.1.1.7.12 Must have secondary check flow alert.

Meets. Prior to start on the prompt bar, the user receives an alert message to "Verify Secondary Clamp open then press start." This does not require an extra step and is part of the process to begin the infusion. When the secondary VTBI reaches zero, an audio tone sounds (if enabled) indicating completion of the secondary infusion. The primary infusion resumes automatically.

3.1.1.7.13 Must have on screen clinical advisories.

Meets. Optional drug or fluid-specific Guardrails™ clinical advisories provide visual messages prior to the initiation of therapy.

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").

Exceeds. The stand has a maximum height at the 4-hook top assembly of 99" fully extended; 68" compressed.

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

Meets. This stand has six non-locking 3" premium swivel casters.

3.1.2.3 IV poles must have at least four (4) IV hooks.

Meets.

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.

This stand has six non-locking 3" premium swivel casters. They are warranted for 10 years.

3.1.5 IN-SERVICE TRAINING

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.

Agree. The Remote Service Implementation provides 2 days of education which is sufficient to train approximately 100 nurses. The specific education plan and schedule will be developed in partnership with customer.

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

All proposed disposables have a shelf life of 3 years.

2420-0007

Alaris Pump Module

ADMINISTRATION SET

20 PER CASE

Alaris Pump Module set Check Valve Roller Clamp(s) 2 SmartSite needle-free valve(s) 6", 81" (1 above pumping segment and 1 below) from 2-piece Male Luer Lock. Not Made with DEHP. 20 Drop L: 117 in L: 297 cm PV: 25 mL Fluid Path Sterile

3.2.1.1.2 Secondary Set Male Luer Lock Connector DEHP

11448964

Secondary

SECONDARY ADMINISTRATION SET

100 PER CASE

Secondary set Roller Clamp(s) Spin Male Luer Lock with hanger. Not Made with DEHP. 20 Drop L: 36 in L: 92 cm PV: 12 mL Fluid Path Sterile

3.2.1.1.3 Needle Free Valve Luer Lock

MZ1000-07

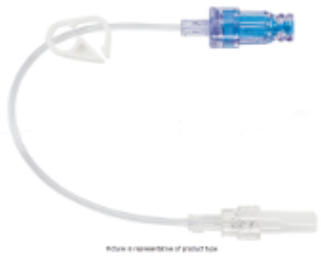
Connector

MAXZERO CONNECTOR

100 PER CASE

MaxZero Zero Reflux IV Connector. Not made with DEHP. PV: 0.16mL *Labeled for use with low pressure power injectors up to 325 psi and maximum flow rate of 10 mL/second.

3.2.1.1.4 Hep-Lock Set 6” Extension



MZ5301

Extension

PRESSURE RATED EXTENSION SET

50 PER CASE

Extension set Pressure Rated Minibore 1 MaxZero Needle-free Connector(s) Slide Clamp(s) Spin Male Luer Lock. Not Made with DEHP. L: 7 in L: 18 cm PV: 0.4 mL Content Sterile *Labeled for use with low pressure power injectors up to 325 psi and maximum flow rate of 10 mL/second.

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

10010903

Gravity

BLOOD SET

20 PER CASE

Gravity set Non-Vented Blood Set 180 Micron Filter 3 Roller Clamp(s) 1 SmartSite needle-free valve(s) 9" from 2-piece Male Luer Lock With Pressure Pump. 15 Drop L: 105 in L: 264 cm PV: 67 mL Fluid Path Sterile

3.2.1.1.6 Extension Set 40” Extension 2 Ports 5.0 mL Priming Volume DEHP

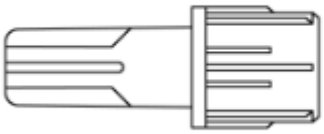
31262E

Extension

SMARTSITE EXTENSION SET
100 PER CASE

Extension set 2 Pinch Clamp(s) 2 SmartSite needle-free valve (s) 7", 31" from Fixed Male Luer Lock. L: 40 in L: 102 cm PV: 5 mL Fluid Path Sterile

3.2.1.1.7 Luer Lock Replacement Caps ML/FML



70804

Accessory

ADD-ON
600 PER CASE

Female/Male Cap. Not made with DEHP.

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

10010977

Extension

SMARTSITE EXTENSION SET
100 PER CASE

Extension set Pinch Clamp(s) 1 SmartSite needle-free valve(s) 9" from 2-piece Fixed Male Luer Lock. L: 20 in L: 51 cm PV: 2 mL Fluid Path Sterile

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

MX9037

Extension

MAXGUARD EXTENSION SET

50 PER CASE

Extension set Slide Clamp(s) 2 NAC-y needle-free valve(s) 2.5", 4.25" from Fixed Male Luer Lock. Not Made with DEHP. L: 8.5 in L: 22 cm PV: 2 mL Content Sterile

3.2.1.1.10 SE Burette Infusion Set

2441-0007

Alaris Pump Module

BURETTE SET

10 PER CASE

Alaris Pump Module set 150mL Burette (SmartSite) Smallbore Roller, Slide Clamp(s) 3 SmartSite needle-free valve(s) 7", 48", 88" (1 above pumping segment and 2 below) from 2-piece Male Luer Lock. Not Made with DEHP. 60 Drop L: 130 in L: 330 cm PV: 20 mL Fluid Path Sterile

3.2.1.1.11 SE Primary Low Sorbing (NTG) Infusion Set

2260-0500

Alaris Pump Module

LOW SORBING SET

20 PER CASE

Alaris Pump Module set Low Sorbing Roller Clamp(s) 2-piece Male Luer Lock. Not Made with DEHP. 20 Drop L: 113 in L: 286 cm PV: 23 mL Fluid Path Sterile

4. CONTRACT AWARD:

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

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

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

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.

Part orders can be placed by calling, faxing or emailing our Customer Order Management Call Center. Phone coverage hours are 8:00 a.m. to 5:00 p.m. (CST), Monday through Friday. Fax machines are open 24/7 at 800.447.7825.

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

Credit card payments are accepted only for IV Sets, spare parts and service repair charges. Credit card payments are not accepted for equipment, software or services.

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, Welch, WV.

Our Standard delivery is 30 days after receipt of PO, unless otherwise specified in an Implementation Schedule. BD will work with State of West Virginia to complete in-service training.

BD will work with State of West Virginia to complete in-service training.

Please reference the terms of your current GPO contract.

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.

Per Customer's GPO, products will be delivered FOB Destination, freight prepaid to the Customer's address in the applicable Customer Order as soon as commercially reasonable after the Customer Order effective date, or as otherwise mutually agreed in writing. Freight will be prepaid and added 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.

BD Infusion Returned Goods Policy

All returns of products need to be accompanied by a returned goods authorization number ("RGA") issued and approved by BD Customer Order Management/Relations. BD approval is required before an RGA is issued. Product must have been purchased from BD.
Information required before an RGA is issued:

- Account Number
- Material/Model Number (s)
- Quantity Being Returned
- Lot # (Disposables, consumables) or Serial # (Equipment)
- Reason for Return

IV Set /consumable products:
IV Set and consumable product returns that do not meet the following criteria will be returned to customer with no credits issued:

All IV Sets and consumable products can be returned to BD for 100% credit within 60 days of invoice date. Customer will pay and arrange transportation to BD. After 60 days BD will offer 90% credit for authorized product returns due to customer error and 100% credit for product returns due to a BD shipping error.

- Returns of BD IV Set/consumable products must occur within one year of sale date to receive credit
- IV Sets must be returned in unopened sealed cases or original packaging
- IV Set products that are converted to upgraded technology will be accepted back for return with 100% credit
- No returns will be authorized on customized, made-to-order (MTO) and special set products or due to contract cancellation or expiration
- Customer responsible for all transportation costs, except in the case of a BD shipping error
- Product must be currently offered for sale by BD and within 1 year of expiration
- Product must be returned within 15 days of the issuance of the RGA
- Returned products will be credited only if customer account is current

Spare Part/Accessory products:
Spare Part and Accessory product returns that do not meet the following criteria will be returned to customer with no credits issued:

All Spare Part and Accessory products can be returned to BD for 100% credit within 60 days of invoice and customer will pay and arrange return transportation to BD. After 60 days, but up to 160 days after invoice date, BD will offer 85% credit for authorized product returns due to customer error. After 160 days, products cannot be returned for credit due to customer's error. 100% credit for product returns due to a BD shipping error.

- Returns of BD Spare Parts/Accessory products must occur within one year of sale date to receive credit
- Spare Parts/Accessories must be returned in unopened, sealed and original packaging
- Customer responsible for all transportation costs, except in the case of a CareFusion (now a BD company) shipping error
- Product must be currently offered for sale by BD
- Product must be returned within 15 days of the issuance of the RGA
- Returned products will be credited only if customer account is current

Equipment products:
Customers must obtain an RGA number when returning Equipment for repair, whether or not Equipment is under a BD warranty.

BD will offer 85% credit for authorized product returns and customer will pay and arrange return transportation to BD.

Equipment product returns that do not meet the following criteria will be returned to customer with no credits issued:

- Equipment returns must be sealed and in original packaging (cartons)
- Equipment must be received by BD within 160 days of original shipment date
- No shipping damage to exterior boxes
- No customer labels or use
- No rework of material after original shipment date
- All anti-tamper seals intact
- Latest released software version
- Customer responsible for all transportation costs, except in the case of a BD shipping error
- If Equipment return relates to software license termination, then software CDs and documentation must be returned with the Equipment
- Returned products will be credited only if customer account is current

IV Pole products:
IV Pole products – 1090, 907-0115, 915-0171 & 925-0176 - (excluding fully assembled IV Poles) can be returned to BD for 85% credit for authorized product returns within 60 days of invoice date. Customer will pay and arrange transportation to BD. BD will provide 100% credit for product returns due to a BD shipping error.

IV Pole product returns that do not meet the following criteria will be returned to customer with no credits issued:

- Returns of IV Pole products 1090, 907-0115, 915-0171 & 925-0176 must occur within 60 days of invoice date to receive credit
- IV Poles must be returned in unopened sealed cases and in original packaging
- No returns will be authorized on custom IV Poles, IV Poles not listed above, and fully assembled IV Poles – all model codes
- Customer responsible for all transportation costs, except in the case of a BD shipping error
- Product must be currently offered for sale by BD
- Product must be returned within 15 days of the issuance of the RGA
- Returned products will be credited only if customer account is current

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.

BD Infusion Returned Goods Policy
All returns of products need to be accompanied by a returned goods authorization number ("RGA") issued and approved by BD Customer Order Management/Relations. BD approval is required before an RGA is issued. Product must have been purchased from BD.
Information required before an RGA is issued:

- Account Number

- Material/Model Number (s)
- Quantity Being Returned
- Lot # (Disposables, consumables) or Serial # (Equipment)
- Reason for Return

IV Set /consumable products:
IV Set and consumable product returns that do not meet the following criteria will be returned to customer with no credits issued:

All IV Sets and consumable products can be returned to BD for 100% credit within 60 days of invoice date. Customer will pay and arrange transportation to BD. After 60 days BD will offer 90% credit for authorized product returns due to customer error and 100% credit for product returns due to a BD shipping error.

- Returns of BD IV Set/consumable products must occur within one year of sale date to receive credit
- IV Sets must be returned in unopened sealed cases or original packaging
- IV Set products that are converted to upgraded technology will be accepted back for return with 100% credit
- No returns will be authorized on customized, made-to-order (MTO) and special set products or due to contract cancellation or expiration
- Customer responsible for all transportation costs, except in the case of a BD shipping error
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- Returns of BD Spare Parts/Accessory products must occur within one year of sale date to receive credit
- Spare Parts/Accessories must be returned in unopened, sealed and original packaging
- Customer responsible for all transportation costs, except in the case of a CareFusion (now a BD company) shipping error
- Product must be currently offered for sale by BD
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- Returned products will be credited only if customer account is current

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- IV Poles must be returned in unopened sealed cases and in original packaging
- No returns will be authorized on custom IV Poles, IV Poles not listed above, and fully assembled IV Poles – all model codes
- Customer responsible for all transportation costs, except in the case of a BD shipping error
- Product must be currently offered for sale by BD
- Product must be returned within 15 days of the issuance of the RGA
- Returned products will be credited only if customer account is current

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.

Default by either party shall be as set forth in the Master Agreement, to be negotiated upon award of bid.

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.

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: Colin Ratner
Telephone Number: 215.275.5239
Fax Number:
Email Address: Colin.Ratner@BD.com

SOLICITATION NUMBER: CRFQ WEH1600000018
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ WEH1600000018 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[ ] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[ ] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[ ] Correction of error

[X] Other

Description of Modification to Solicitation: 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.

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

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 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)

[X]	Addendum No. 1	[ ]	Addendum No. 6
[X]	Addendum No. 2	[ ]	Addendum No. 7
[ ]	Addendum No. 3	[ ]	Addendum No. 8
[ ]	Addendum No. 4	[ ]	Addendum No. 9
[ ]	Addendum No. 5	[ ]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Becton, Dickinson and Company
Company

Authorized Signature

5/25/16
Date

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

Section 2
Agreements

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:

General Terms are substantially covered in the Alaris™ Products Master Terms and Conditions and Products Agreements. Many of the Terms and Conditions contained in State of West Virginia Terms & Conditions herein are either not applicable to CareFusion's product or service offerings, or require further information to understand the intent of the language. Any lack of comments about any particular terms and conditions in the RFP and herein does not mean we accept it.
BD sells, licenses, and provides services related to Alaris™ Products pursuant to Alaris™ Products Master Terms & Conditions and Products Agreements (collectively, the "Products Agreements"). The Product Agreements, included in Section 2, incorporate many of the transaction-related terms stated in the RFP. All Alaris™ Products are subject to the terms and conditions in the Product Agreements and the Terms and Conditions of the Product Agreements will supersede this RFP and any other agreements.

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

Sections of this RFP may be incorporated into the Products Agreements upon mutual written agreement of the State of West Virginia and BD. Additional addenda to the Products Agreements may need to be executed as well, depending on the products and services for which your facility contracts.
Upon successful award of this RFP, BD will be pleased to invite further discussion with State of West Virginia in regard to the Products Agreements.
Please see Section 2 for BD Sample Master Terms and Conditions.

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: May 5, 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: Infusion Therapy Services, Accessories and Supplies
BUYER: April Battle, Buyer 22
SOLICITATION NO.: CRFQ 0506 WEH1600000018
BID OPENING DATE: May 24, 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: May 25, 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 one (1) year(s).
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal 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 three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) 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 _____ 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 _____.

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.

CERTIFICATIONAND 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.

_____
(Company)

_____
(Authorized Signature) (Representative Name, Title)

_____
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WEH160000018

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

☐ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ Addendum No. 10

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

_____
Company

_____
Authorized Signature

_____
Date

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Becton, Dickinson and Company

Authorized Signature: [signature] Date: 5/20/2016

State of California

County of San Diego, to-wit:

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

My Commission expires 12.08.2018, 20__.

AFFIX SEAL HERE

WENDY LEE LARSEN-PRESTON
COMM. #2092793
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
DECEMBER 8, 2018

NOTARY PUBLIC Wendy Larsen-Preston

Purchasing Divison
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:

FOR INFORMATION CONTACT THE BUYER

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

Signature X  **FEIN #** 13-3492624 **DATE** 5/24/16

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

ADDITIONAL INFORMAITON:

The West Virginia Purchasing Division is soliciting bids on behalf of WVDHHR/BHHF/Welch Community Hospital to establish a contract for the one-time purchaes 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.

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	40.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description :

3.1.1 SIGMA Spectrum Infusion System or equal

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

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

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description :

3.1.2 IV pump infusion stands

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
3	Triple mount carrier for IV pole	7.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description :

3.1.3 Triple mount carrier for IV pole

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

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

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description :

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	In-service training	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description :

3.1.5 In-service training

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

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

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description :

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

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
7	Secondary Set Male Luer Lock Connector	3000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description :

3.2.1.1.2 Secondary Set Male Luer Lock Connector DEHP

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
8	Needle Free Valve	7000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description :

3.2.1.1.3 Needle Free Valve Luer Lock

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
9	Hep-Lock Set 6" Extension	1000.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description :

3.2.1.1.4 Hep-Lock Set 6" Extension

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
10	Blood Set IV 105" 1Y 180 MIC Filter	200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description :

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

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
11	Extension Set 40 Inch 2 Ports 5.0 mL Priming Volume DEHP	800.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description :

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

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
12	Luer Lock Replacement Caps	600.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description :

3.2.1.1.7 Luer Lock Replacement Caps ML/FML

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
13	Extension Set 17" 1 Port 5.0 mL Priming Volume DEHP	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description :

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

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
14	Extension Set 9" Tubing 2 Ports 0.6mL Priming Volume NonDEHP	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description :

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

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
15	Burette Infusion Set	20.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42222000			

Extended Description :

3.2.1.1.10 SE Burette Infusion Set

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
16	SE Primary Low Sorbing (NTG) Infusion Set	200.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42222000			

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

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Master Agreement

This Master Agreement (this "Master Agreement"), effective as of the date of CareFusion's signature below (the "Effective Date"), is entered into by and between CareFusion Solutions, LLC (together with its affiliates, "CareFusion") and Welch Community Hospital ("Customer"), each a "Party" and, collectively, the "Parties." This Master Agreement consists of: (i) the General Terms and Conditions below, and (ii) all Schedules (as defined below) which are made a part of this Master Agreement either upon the Effective Date or at a later date upon the execution of an amendment.

The Parties agree as follows:

GENERAL TERMS AND CONDITIONS

1. ORDERING, DELIVERY, AND PAYMENT.

1.1 **Customer Orders.** The Parties may enter into various transactions for hardware ("Equipment"), software licenses, accessories, and other products (collectively, "Products") and/or services ("Services"), which will be provided pursuant to these General Terms and Conditions, as supplemented by Schedules for specific Products and/or Services. CareFusion will set forth the Products and/or Services for each transaction in a customer order ("Customer Order") and a Customer Order may have one or more attachments (each, a "Customer Order Attachment"). Each Customer Order will create a separate contract (each, a "Customer Agreement"), each of which will be deemed to incorporate by reference: (i) these General Terms and Conditions, (ii) any Schedule applicable to the Products and/or Services provided under such Customer Order, and (iii) any Customer Order Attachments.

1.2 **Schedules.** Each schedule identified on Exhibit A ("Schedule") is attached to and incorporated by reference into this Master Agreement. Additional Schedules may be added to this Master Agreement by way of a written amendment. In the event of any conflict between the terms of a Schedule or a Customer Order Attachment and the terms of this Master Agreement, the terms of the Schedule or Customer Order Attachment will prevail. Capitalized terms in the Schedules and Customer Order Attachments shall have the same meaning as in these General Terms and Conditions and in the introductory paragraph above.

1.3 **Purchase Orders.** If CareFusion accepts a purchase order from Customer for Products and/or Services that are not identified in a Customer Order, then that purchase order will constitute a Customer Order under this Master Agreement, except that any conflicting or additional terms in the purchase order will have no force or effect.

1.4 **Delivery; Risk of Loss.** Products will be delivered FOB Origin, Freight Collect as soon as commercially reasonable after the Customer Order effective date, or as otherwise mutually agreed in writing.

1.5 **Acceptance.** A Product will be deemed accepted by Customer upon delivery or upon completion of the applicable CareFusion implementation Services, provided that such Product functions substantially in accordance with the specifications of its User Guide (defined below) ("Acceptance" or "Accepted"). Customer may reject a Product only if the Product fails to function substantially in accordance with the specifications of its User Guide. Upon completion of applicable Services, Customer will execute CareFusion's standard confirmation form.

1.6 **Payment Terms.** Customer will pay all CareFusion invoices in full within thirty (30) days from invoice date.

1.7 **Late Charge.** If Customer does not pay an amount due by the due date, then CareFusion may impose a late charge on the unpaid amount at the rate of one and one-half percent (1.5%) per month or the highest rate allowed by the law (whichever is lower), prorated on a daily basis.

1.8 **Taxes.** Prices and fees for Products and/or Services do not include any taxes. Customer will pay when due any sales, use, rental, property, or other taxes or assessments of any kind (including, without limitation, withholding or value-added taxes) imposed by any federal, state, local or other governmental entity for Products and/or Services provided under this Master Agreement, excluding taxes based solely on CareFusion's net income (collectively, "Taxes"). Customer will promptly reimburse CareFusion for any Taxes paid by CareFusion, and will hold CareFusion harmless from all claims and expenses arising from Customer's failure to pay any such Taxes. If Customer is exempt from any Taxes, Customer will not be relieved of its obligation to pay such Taxes until Customer provides to CareFusion documentation sufficient to establish Customer's tax-exempt status. Customer will immediately notify CareFusion in writing of any change in its tax status. If Customer's exempt status is challenged by any jurisdiction, then Customer will: (i) immediately notify CareFusion; (ii) resolve the challenge; and (iii) hold CareFusion harmless from all claims and expenses related to any such challenge.

2. PRODUCT USE AND WARRANTY.

2.1 **User Guide and Service Manual.** CareFusion will provide to Customer one (1) copy (hard or electronic copy) of the then-current applicable user guide, user manual, or directions for use for each type of Product acquired by Customer (each, a "User Guide"), and one (1) hard copy of the service manual for each type of Alaris Equipment acquired by Customer. Customer may download from the CareFusion website additional copies of the service manual, as needed. Customer may use and reproduce any User Guide and service manual solely for Customer's internal use.

2.2 **Warranty.** CareFusion warrants to Customer that for a period of ninety (90) days after Acceptance (except for Alaris Equipment and/or Software, which has a warranty period of one (1) year after Acceptance and Respiratory Equipment, which is subject to the warranty period set forth in the applicable User Guide), the Product will perform substantially in accordance with the specifications of its User Guide (the "Limited Warranty"). If a Product fails to perform substantially in accordance with the specifications of its User Guide during the applicable warranty period, then Customer will notify CareFusion in writing. In that case, as Customer's sole remedy, CareFusion (at its option) will promptly repair or replace that Product, or any part or portion thereof. **EXCEPT FOR THE LIMITED WARRANTY DESCRIBED IN THIS SECTION, CAREFUSION DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING UNDER USAGE OF TRADE OR COURSE OF PERFORMANCE).** The Limited Warranty does not apply to any Product that does not perform substantially in accordance with the specifications of its User Guide because the Product: (i) has been modified, repaired or altered, except by CareFusion; (ii) has not been properly installed, used, handled, operated or maintained in accordance with any handling or operating instructions provided by CareFusion; (iii) has been subjected to physical or electrical stress, misuse, abuse, negligence, accidents, or causes beyond CareFusion's reasonable control; or (iv) includes repair or service parts, add-ons, or disposables that are not manufactured or approved by CareFusion.

2.3 **Use of Products; Inspection.** Customer will use Products only: (i) for Customer's internal business purposes and not for resale; (ii) in the manner described in the applicable User Guide; and (iii) in accordance with applicable laws and regulations. Customer will not export, re-export or modify any Product. Customer's use of repair or service parts or disposables that are not manufactured or approved by CareFusion is at Customer's own risk and may void the Limited Warranty stated in Section 2.2. Customer will not use any software with a Product which was not licensed from or approved by CareFusion. Upon reasonable advance notice by CareFusion, Customer will allow CareFusion to inspect Customer's records regarding use of Products during Customer's regular business hours to verify compliance with the licensing and other terms of this Master Agreement.

3. SOFTWARE, DATA, AND INTELLECTUAL PROPERTY OWNERSHIP.

3.1 **Software; Third Party Software.** "Software" means all CareFusion-owned software (e.g., application software, embedded and/or integrated software, interface software, custom drivers) and any related software owned by a third party ("Third Party Software"). CareFusion will license, not sell, Software. CareFusion and its licensors retain all ownership rights in Software.

3.2 **Software License.** Subject to the terms and conditions of this Master Agreement and applicable User Guide, CareFusion grants to Customer a limited, non-exclusive, non-transferable license to use Software at Customer's site(s) (as set forth in the applicable Customer Order) during the applicable term, provided that all licensing of Third Party Software will be subject to the terms of the Third Party Software Schedule. Each license Customer acquires from CareFusion for use of the embedded Software is valid only for use with the particular unit of Product, identified by serial number, within which it is embedded. Each license granted to Customer is: (i) perpetual, unless a different license term is expressly set forth in the applicable Schedule or Customer Order under which the Software is licensed to Customer; and (ii) subject to termination pursuant to **Section 6.1** below.

3.3 **Software License Restrictions; Scope of Use.** Customer will not: (i) translate, disassemble, decompile, reverse engineer, alter, modify or create any derivative work of any portion of Software; (ii) make any copies of Software or its documentation, except one (1) copy for back-up or archival purposes; (iii) sell, assign, sublicense, distribute, rent, or otherwise transfer Software to a third party; (iv) separate integrated Software from any Product, or otherwise use integrated Software except as an integrated part of the applicable Product; or (v) unless otherwise approved in writing, use the Software in conjunction with any CareFusion-manufactured Product that was not provided to Customer by CareFusion or a CareFusion authorized party.. Without limiting the license restrictions in this Section and as an additional obligation, Customer will adopt and implement reasonable measures to guard against unauthorized use of Software. CareFusion may suspend or revoke user codes, or take other appropriate action, if CareFusion reasonably believes that a security violation has occurred. Scope of use restrictions for Software may be set forth in the applicable Customer Order. CareFusion will measure Customer's scope of use periodically and additional fees will apply if the scope of use is exceeded. Upon CareFusion's reasonable request (no more than once per

year), Customer will provide CareFusion with relevant information to verify Customer's scope of use. Customer will provide CareFusion with thirty (30) days prior notice for any event affecting Customer's scope of use, such as acquisition of a hospital or construction of a new facility, so CareFusion can adjust Customer's scope of use.

3.4 **System Requirements.** For Software-only Products, Customer will use third-party Equipment meeting CareFusion's minimum system requirements (as specified by CareFusion in writing) and will protect its system and the Software from viruses, malware, and intrusion. Customer will perform applicable manufacturer recommended maintenance for such Equipment and maintain such Equipment at the version levels specified by CareFusion in writing.

3.5 **Data.** "Data" means, collectively, data contained in the Products, data created or stored through the use of Products, and/or data created or collected during the performance of Services. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E. Subject to the Business Associate Schedule in effect between the Parties as of the Effective Date, Customer grants CareFusion the right to access and use Data for any lawful purpose, including, without limitation, research, benchmarking, and aggregate analysis (i.e., more than one hospital). If Data contains Protected Health Information as defined by 45 C.F.R. § 160.103, then CareFusion will use such Data in conformance with the Privacy Rule and, before disclosing such Data, de-identify such Data pursuant to 45 C.F.R. § 164.514 and dissociate such Data from Customer.

3.6 **Intellectual Property Ownership.** All right, title and interest in the intellectual property embodied in the Products and related documentation (including, without limitation, all copyrights, patents, trademarks, trade secrets, trade names, and trade dress), as well as the methods by which the Services are performed and the processes that make up the Services, will belong solely and exclusively to CareFusion or the applicable supplier or licensor. Customer has no rights in any such intellectual property, except as expressly granted in this Master Agreement.

4. INDEMNIFICATION, LIMITATION OF LIABILITY, AND TERMINATION.

4.1 **Mutual Indemnification.** Subject to the terms in this Master Agreement, each Party ("Indemnifying Party") will (i) defend the other Party (the "Indemnified Party") against any demand, action, claim, suit or proceeding ("Claims") asserted against the Indemnified Party by a third party for losses, injuries, or damages caused by the Indemnifying Party's negligent acts or omissions, and (ii) indemnify the Indemnified Party for damages paid to the third party bringing the Claim.

4.2 **Intellectual Property Indemnity.** CareFusion will defend Customer against any claim filed in a court of competent jurisdiction in the United States brought by a third party against Customer alleging that a Product used by Customer in accordance with this Master Agreement (including, without limitation, all subparts of **Sections 2** and **3** of these General Terms and Conditions) infringes any U.S. patent, copyright, trade secret or other proprietary right of a third party (each, an "Infringement Claim"). As a condition to receiving the defense, Customer will provide written notice to CareFusion promptly after Customer receives actual notice of the Infringement Claim, will allow CareFusion to have sole control of the defense and any related settlement negotiations, and will provide reasonable cooperation upon request. CareFusion will: (i) pay any damages and costs assessed against Customer (or payable by Customer pursuant to a settlement agreement agreed to in writing by CareFusion) arising out of the Infringement Claim; and (ii) reimburse Customer for its reasonable costs and expenses associated with providing reasonable cooperation. If CareFusion determines that a Product might infringe a third party's intellectual property right, then CareFusion will have the option, at its expense and in its sole discretion, to: (a) replace the Product with a substantially equivalent non-infringing Product, (b) modify the Product in a manner that does not substantially affect the performance of the Product, or (c) obtain a license to permit Customer to continue using the Product. This Section states Customer's exclusive remedy and CareFusion's total liability to Customer for an Infringement Claim.

5. LIMITATIONS OF LIABILITY; INSURANCE.

5.1 **Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION LOSS OF BUSINESS OR PROFITS), WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS OF LIABILITY WILL APPLY EVEN IF THERE IS A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS MASTER AGREEMENT OR ANY CUSTOMER AGREEMENT.**

5.2 **Insurance.** CareFusion will maintain: (i) commercial general liability insurance including Customer as an additional insured, with per occurrence limits and aggregate limits (including, without limitation, any excess or umbrella coverage) of not less than $2,000,000 and $5,000,000, respectively; (ii) Products and Completed Operations insurance, and at Customer's written request including Customer as an additional insured with per occurrence limits and aggregate limits of not less than $5,000,000 and $5,000,000 respectively; (iii) professional errors and omissions insurance that contains cyber liability and privacy notification insurance with per occurrence limits and aggregate limits of not less than $1,000,000 and $3,000,000; and (iv) workers' compensation insurance in compliance with statutory requirement and employers' liability insurance in an amount of not less than $1,000,000 per occurrence. Notwithstanding the foregoing, the Parties understand and agree that CareFusion may self-insure for all or part of the insurance required hereunder. If any of the required policies are written on a claims-made basis, then such policies will be maintained for a period of not less than three (3) years following the termination or expiration of this Master Agreement.

6. TERMINATION.

6.1 **Termination for Cause.** Either Party may terminate for cause the then-remaining performance of any Customer Agreement upon written notice if the other Party: (i) fails to comply with any material term or condition of any agreement between the parties; and fails to cure such non-compliance within thirty (30) days (or within ten (10) days for any past due payment) after receipt of written notice providing full details of such non-compliance; (ii) terminates or suspends substantially all of its business activities; or (iii) becomes subject to any bankruptcy or insolvency proceeding. Upon any such termination, CareFusion may repossess Equipment subject to any outstanding payment obligations. Notwithstanding the foregoing, Customer's obligation to pay for any Products that it has Accepted will not be affected by any termination under this Section.

6.2 **Termination without Cause.** Either Party may terminate this Master Agreement upon thirty (30) days written notice if there are no payments due and no other obligations yet to be performed under any Customer Agreement.

7. COMPLIANCE WITH LAWS AND POLICIES.

7.1 **Compliance with Laws.** Each Party will comply fully with all applicable federal and state laws and regulations, including but not limited to export laws and regulations of the United States.

7.2 **Equal Opportunity. The Parties shall comply with the following equal opportunity clause: To the extent not exempt, the Parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

7.3 **Discounts.** If any discount, credit, rebate or other Product incentive is paid or applied by CareFusion regarding the Products, then it is a "discount or other reduction in price" pursuant to the Medicare/Medicaid Anti-Kickback Statute. Each Party will comply with the "safe harbor" regulations stated in 42 C.F.R. § 1001.952(h).

7.4 **Proper Reporting of Discounts and Pricing.** The prices under a Customer Agreement may reflect "discounts or other reduction in price" as that term is used in the "safe harbor" regulations in the Medicare/Medicaid Anti-Kickback Statute, 42 C.F.R. § 1001.952(h). The Parties hereto shall: (i) comply with all applicable laws and regulations relating to the accounting, application, and proper reporting of discounts and pricing under the Customer Agreement, including but not limited to the requirements of the discount "safe harbor" located at 42 C.F.R. § 1001.952(h); (ii) properly report and appropriately reflect all prices paid under the Customer Agreement net of all discounts as required by applicable laws and regulations, including but not limited to on Medicare, Medicaid and state agency cost reports; and (iii) retain a copy of the Customer Agreement and all other documentation regarding the Customer Agreement, together with the invoices for purchase of Products thereunder and shall permit representatives of the U.S. Department of Health & Human Services or any relevant state agency access to such records upon request.

7.5 **Access to Records.** For a period of four (4) years after CareFusion has completed performance under a Customer Agreement, CareFusion will make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives (collectively, the "Requesting Party"), this Master Agreement and any books, documents, and records necessary to certify the nature and extent of the costs paid by Customer to CareFusion under such Customer Agreement ("Access"). If CareFusion pays a subcontractor more than $10,000 over a twelve (12)-month period to perform such Customer Agreement, then CareFusion will require such subcontractor to permit Access to the Requesting Party.

7.6 **Exclusion.** As of the Effective Date, CareFusion is not excluded from participation from any federally-funded health care program (including, without limitation, Medicare and Medicaid) (each, a "Program"). If CareFusion becomes excluded from any Program, then CareFusion will promptly notify Customer. Within thirty (30) days after receipt of such notice and subject to the satisfaction of any remaining payment or other obligations, Customer may cancel this Master Agreement by written notice.

7.7 **Customer Policies**. CareFusion and its employees will comply with Customer's reasonable security rules, policies and procedures provided in writing and agreed to in advance by CareFusion ("Customer Policies"). Customer will notify CareFusion in writing of any material changes to Customer Policies. Any terms of the Customer Policies that are in addition to or conflict with this Master Agreement or any Customer Agreement (e.g., terms related to purchase, delivery, payment, or termination) will have no force or effect unless adopted via a written amendment to this Master Agreement signed by each Party.

7.8 **Responsibility for Medical Care.** CareFusion, through its employees and agents (collectively, "CareFusion Personnel"), is not responsible for the delivery of medical care or other services to any patients. Accordingly, Customer will not rely upon CareFusion Personnel to practice medicine or provide patient care.

8. MISCELLANEOUS.

8.1 **Performance.** Each Party will bear the cost of its performance of this Master Agreement and each Customer Agreement.

8.2 **Confidentiality.** Neither Party will disclose to a third party the terms of, nor issue any public statement regarding, this Master Agreement or any Customer Agreement without the other Party's prior written approval, except as required by law. If Customer receives a Freedom of Information Act or state open records law request relating to this Master Agreement or any Customer Agreement, Customer will promptly notify CareFusion and provide reasonable assistance in opposing such request.

8.3 **Force Majeure.** If a Party is reasonably prevented from performing an obligation because of fire, flood, wind, earthquake, explosion or other disaster, acts of military authorities, acts of civil authorities unrelated to any violation of law by the Party, war, riot, insurrection, act of terrorism or other cause beyond the Party's reasonable control (collectively, a "Force Majeure Event"), then that Party will not be in breach during the period that Party is prevented from performing that obligation, provided that the Party: (i) promptly delivers notice to the other Party identifying the Force Majeure Event; and (ii) immediately uses reasonable efforts to perform the obligation notwithstanding the Force Majeure Event.

8.4 **Assignment.** Neither Party may assign any rights or obligations under this Master Agreement or any Customer Agreement without the other Party's prior written consent, which will not be unreasonably withheld; provided, however, that either Party may with notice assign all of such Party's rights and obligations without the other Party's consent: (i) to an affiliate; or (ii) incident to the transfer of all or substantially all of such Party's business assets related to the subject matter of the applicable Customer Agreement.

8.5 **Notices.** Any notice from one Party to the other Party under this Master Agreement or any Customer Agreement will be in writing and will be deemed to be given: (i) upon delivery, if by hand or by overnight courier; or (ii) three (3) days after mailing, if by certified or registered mail to the receiving Party's Notice Address below. Either Party may change its Notice Address upon written notice to the other Party.

8.6 **Severability.** If a court or other body of competent jurisdiction declares any term of this Master Agreement or any Customer Agreement invalid or unenforceable, then the remaining terms will continue in full force and effect.

8.7 **No Waiver.** No right created by this Master Agreement or any Customer Agreement will be deemed waived unless specifically and expressly waived in a writing signed by the Party possessing the right.

8.8 **Governing Law.** This Master Agreement and each Customer Agreement will be governed by the laws of the State identified in Customer's Notice Address below, without reference to its conflict of laws principles.

8.9 **Prevailing Party.** The prevailing Party will be entitled to reasonable attorneys' fees, costs and expenses for any claim against the other Party under this Master Agreement or any Customer Agreement.

8.10 **Survival.** The obligations set forth in this Master Agreement and each Customer Agreement that by their nature continue and survive will survive any termination or expiration of this Master Agreement.

8.11 **Entire Agreement; Amendment.** This Master Agreement and each Customer Agreement sets forth the entire agreement and understanding of the Parties and supersedes all prior written and oral agreements, representations, proposals, and understandings between the Parties regarding the subject matter of this Master Agreement and each Customer Agreement, except that no prior Confidential Disclosure Agreement or contract of a similar nature will be superseded. Any requests for information, requests for proposal, responses to requests for proposals, sales collateral and other information provided by either Party are not binding unless explicitly incorporated by reference into a Customer Order signed by each Party. No modification to this Master Agreement or any Customer Agreement will be effective unless adopted via a written amendment to the same signed by each Party.

Each person signing below represents that he/she intends, and has the authority, to bind his/her respective Party to this Master Agreement.

WELCH COMMUNITY HOSPITAL	**CAREFUSION SOLUTIONS, LLC**
Notice Address: 454 McDowell Street Welch, WV 24801	**Notice Address:** 3750 Torrey View Court San Diego, CA 92130
State of Incorporation: _____	State of Incorporation: Delaware
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Effective Date: _____

Exhibit A
List of Schedules

Product Line (if applicable)	**Schedules**
General	Software Services
General	Third Party Software

These terms apply to the Software and Software-based services described below that are licensed separately and provided by CareFusion to Customer pursuant to the applicable Customer Agreement between the Parties.

1. CareFusion Software Services. CareFusion provides certain Software and Software-based services ("CareFusion Software Services") to manage information used with (i) operating system software in hardware equipment supplied by CareFusion or other manufacturers ("Operating System Software"), and (ii) software and services provided by third parties ("Third-Party Software Services"). CareFusion Software Services are provided subject to the terms herein, the Master Agreement, and any applicable Customer Order Attachment.

2. Perpetual Use.

2.1. Perpetual License. CareFusion grants Customer a limited, perpetual, non-exclusive, non-transferable license for the CareFusion Software Services specified in the Customer Order. If the number of staffed beds at Customer's site increases by more than ten percent (10%), then CareFusion may increase the total license fees stated in the Customer Order on a pro-rata basis for the specified CareFusion Software Services.

2.2. Maintenance Term. The initial term for maintenance services applicable to each type of CareFusion Software Services will be the period as stated in the Customer Order ("Maintenance Term"). The Maintenance Term is non-cancellable. Unless otherwise stated in a Customer Order, the Maintenance Term for each type of CareFusion Software Services will (i) begin on the date the CareFusion Software Services are Accepted, and (ii) automatically renew for additional one (1)-year periods unless Customer notifies CareFusion in writing at least thirty (30) days prior to the annual renewal date.

2.3. Maintenance Fees. Customer will pay Software maintenance fees ("Maintenance Fees") as specified in the Customer Order which will entitle the customer to periodically released Enhancements (defined below) during the Maintenance Term. CareFusion will invoice Customer for installments of the Maintenance Fee on a recurring basis as specified in the Customer Order, commencing at the beginning of the Maintenance Term. CareFusion may, by notice delivered to Customer prior to the commencement of a subsequent Maintenance Term, increase the Maintenance Fee for such period. If the number of staffed beds at Customer's site increases by more than ten percent (10%), then (i) Customer will promptly notify CareFusion and (ii) the Maintenance Fee for the specified CareFusion Software Service may increase on a pro-rata basis in accordance with the applicable CareFusion price catalog.

3. Subscription Use.

3.1. Subscription License. Subject to payment of the Subscription Fees (defined below) specified in the Customer Order, CareFusion grants Customer a limited, non-exclusive, non-transferable license for CareFusion Software Services specified in the Customer Order during the valid term of the contract.

3.2. Subscription Term. The initial term for subscription services applicable to each type of CareFusion Software Services will be the period as stated in the Customer Order ("Subscription Term"). The Subscription Term is non-cancellable. Unless otherwise stated in a Customer Order, the Subscription Term for each type of CareFusion Software Services will (i) begin on the date the CareFusion Software Services are Accepted, and (ii) will automatically renew for additional one (1)-year periods unless Customer informs CareFusion in writing at least thirty (30) days prior to the annual renewal date.

3.3. Subscription Fees. Customer will pay a subscription fee ("Subscription Fee") as specified in the Customer Order which will entitle the customer to periodically released Enhancements (defined below) and delivery of applicable Software-related services during the Subscription Term. CareFusion will invoice the Customer for installments of the Subscription Fee on a recurring basis as specified in the Customer Order, commencing at the beginning of the Subscription Term. CareFusion may, by notice delivered to Customer prior to the commencement of any subsequent Subscription Term, increase the Subscription Fee for such period. If the number of staffed beds at Customer's site increases by more than ten percent (10%), then (i) Customer will promptly notify CareFusion and (ii) the Subscription Fee for the specified CareFusion Software Service may increase on a pro-rate basis in accordance with the applicable CareFusion price catalog.

4. CareFusion Responsibilities. Subject to payments of applicable Maintenance Fees or Software Subscription Fees, Customer is entitled to the following support for the most recent version of the Software of the applicable CareFusion Software Service specified in the Customer Order for a period of one (1) year from release of the next version of the Software:

4.1. Enhancements. If, pursuant to CareFusion's maintenance support program, CareFusion generally releases an update to the Software to support the CareFusion Software Services in order to enhance the security or operation of the Software (each an "Enhancement"), then CareFusion will provide the appropriate CareFusion personnel and resources to update the Software. The method of Enhancement delivery will be at the sole discretion of CareFusion. Enhancements will be Software pursuant to this Schedule and the applicable Customer Agreement. Customer will be responsible to ensure that the technical environment into which the Enhancement is delivered has sufficient resources and the Prerequisite Systems (defined below) to support the Enhancement.

4.2. Telephone-based Technical Support. CareFusion will provide telephone-based technical support to Customer during CareFusion's normal business hours.

4.3. Error Correction. CareFusion will use commercially reasonable efforts to correct errors in the Software that materially affect the functionality of the Software.

4.4. Remote Access. Customer will provide CareFusion remote access to the Software installed at Customer facilities through CareFusion's remote access solution. CareFusion will use such access solely to provide the Service. If Customer discontinues the Service, Customer will allow CareFusion to access the Software solely for the purposes of disabling it.

5. Customer Responsibilities.

5.1. CareFusion Implementation Services. Customer will order from CareFusion any implementation services required to implement the CareFusion Software Services as specified in the applicable Customer Order, and will perform all of the Customer obligations specified in the applicable Customer Order Attachment related to the CareFusion implementation services.

5.2. Third-Party Licenses and Implementation Services. Customer will obtain from third-party vendors the applicable licenses and implementation services for Third-Party Software Services as required to establish appropriate technical software interfaces with CareFusion Software Services and Operating System Software.

5.3. Prerequisite CareFusion Systems. If the CareFusion Software Services ordered by Customer require prerequisite software or systems as set forth in applicable user guides or Customer Orders ("Prerequisite Systems"), then Customer will obtain all necessary licenses and software maintenance programs to support the current versions of the Prerequisite Systems.

5.4. Customer Technical Environment. Customer will maintain the technical environment specified by CareFusion in applicable user guides and provided during implementation to support the technical and functional workflow requirements for CareFusion Software Services in Customer's facilities.

5.5. Multi-Facility Maintenance Obligation. If Customer and its affiliates (or related entities and facilities with common CareFusion Software Services) have implemented CareFusion Software Services at multiple facilities or on shared servers operating the CareFusion Software Services, and any such affiliate, related entity or facility fails to renew or pay the applicable Maintenance Fee or Subscription Fee, then CareFusion reserves the right to withhold or cancel the CareFusion Software Services to be provided to Customer or its affiliates, related entities or facilities.

This Schedule governs Customer's access to and use of software or databases owned by a third party (collectively referred to as "Third Party Software"). Customer's right to use such Third Party Software, and the Products which contain them, is subject to compliance with the Master Agreement between the Parties and these terms. In the event of any conflict between these terms and those of any End User License Agreement that may be presented in electronic form during use of the Third Party Software, these terms shall take precedence.

1. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL THIRD PARTY SOFTWARE

1.1 Ownership. Third Party Software is licensed, not sold, by CareFusion to Customer. All title and intellectual property rights in and to Third Party Software (including, but not limited to, code sequence, logic, structure and screens) and documentation, and in and to any improvements, enhancements, updates, or upgrades thereto, including concepts and technology inherent in Third Party Software, are and at all times shall remain, the sole and exclusive property of a third party and/or its affiliates ("Third Party"). Third Party Software is protected by copyright laws as well as other intellectual property laws and treaties. Customer's possession, use, or access to Third Party Software does not transfer any ownership of Third Party Software nor any intellectual property rights to Customer. All rights not expressly granted under this Schedule are reserved by CareFusion or Third Party. Nothing contained in this Schedule shall be construed directly or indirectly to assign or grant to Customer any right, title or interest in or to trademarks, service marks, copyrights, patents, or trade secrets of Third Party, or any ownership rights in or to the Third Party Software.

1.2 Use. Customer may use Third Party Software only in conjunction with Products and Services provided to Customer by CareFusion, and not as a stand-alone product. The license granted herein does not include a license to use the Third Party Software for development, testing or support purposes.

1.3 Copies. Customer may not make any copies of Third Party Software for any purpose unless expressly authorized by CareFusion. Customer must erase or destroy all Third Party Software upon notice from CareFusion.

1.4 Restrictions. Except as permitted by applicable law, Customer shall not:

(a) work around any technical limitations in Third Party Software;
(b) reverse engineer, de-compile, translate, disassemble or otherwise attempt to derive source code from the Third Party Software, in whole or in part (or in any instance where the law permits any such action, Customer shall provide CareFusion at least ninety (90) days advance written notice of its belief that such action is warranted and permitted, and shall provide CareFusion (in conjunction with Third Party) with an opportunity to evaluate if the law's requirements necessitate such action);
(c) allow access or permit use of the Third Party Software by any user other than that permitted by CareFusion in Customer's license agreement with CareFusion;
(d) modify or create derivative works based upon Third Party Software;
(e) publish Third Party Software, or post any portion of it on public bulletin boards, websites, Internet domains, or online chat rooms;
(f) sell, rent, lease, lend, license, sublicense or otherwise transfer, in whole or in part, Third Party Software or related documentation to any third party;
(g) use Third Party Software in connection with, through or to an application service provider, or using other similar network hosting methods;
(h) alter, remove or destroy and will take commercially reasonable steps to prevent the alteration, removal or destruction of, any Third Party copyright notice, trade secret or other proprietary rights notice from Third Party Software

Customer shall provide the same level of security for Third Party Software as it provides for its own products, but in no event less than reasonable care, to prevent third parties from performing such activities.

1.5 Internet-Based Services. Third Party Software may contain components that enable and facilitate the use of certain Internet- based services. Customer acknowledges and agrees that Third Party may automatically check the version of Third Party Software and/or its components that Customer is using and may provide upgrades or supplements to Third Party Software which may be automatically downloaded. No personally-identifiable information will be obtained through these services.

1.6 No Warranties. THIRD PARTY SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CAREFUSION AND THIRD PARTY EXCLUDE AND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIRD PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

1.7 Liability Limitations. Customer agrees that, regardless of the form of any claim, neither CareFusion nor Third Party has any liability for damages, whether direct, consequential, special, punitive, indirect or incidental, for anything related to Third Party Software. This limitation also applies even if CareFusion or Third Party should have been aware of the possibility of damages. In no event will CareFusion be liable for any amount in excess of two hundred fifty dollars ($250.00).

1.8 Termination. Without prejudice to any other rights, CareFusion may terminate this license to use Third Party Software if Customer fails to comply with the terms of this Schedule.

1.9 Export Restrictions. Third Party Software is subject to United States export laws and regulations. Customer must comply with all applicable domestic and international export laws and regulations, including (without limitation) restrictions on destinations, end users and end use.

1.10 U.S. Government Use. Third Party Software is a "commercial component" consisting of "commercial computer software" and "commercial computer software documentation," as such terms are defined in Title 48 of the Code of Federal Regulations. Any use of Third Party Software by the U.S. Government shall be subject to the terms of CareFusion's applicable Government FSS agreement.

2. ADDITIONAL TERMS AND CONDITIONS APPLICABLE ONLY TO LEXI-COMP LICENSED DATABASES

2.1 Limited Right to Print Articles. Customer may print out individual articles containing only insubstantial portions of the Lexi-Comp Licensed Databases ("Databases") for Customer's personal educational use as long as Customer includes a source reference to Lexi-Comp and its copyright notice.

2.2 Updates. If Customer has purchased a Pyxis MedStation™ 3000, 3500 or 4000 system, CareFusion shall provide quarterly updates to the Databases at no additional cost. Other Customers may contact Lexi-Comp directly to procure updated data sets. Customer is responsible for installing any updates.

2.3 Use of Professional Judgment. Customer should consult a variety of information sources before making any treatment decision. Customer should check the product information sheet accompanying each drug or medication to verify conditions of use, and should identify any changes in dosage schedule or contraindications. Information in the Databases is not a substitute for individual patient assessment based upon Customer's examination of each patient and consideration of laboratory data and other factors unique to the patient. Customer bears full responsibility for the appropriate use of the information contained in the Databases.

CareFusion

Purchasing Agreement

Customer **Stormont Vail Hospital** On behalf of its Member Facilities included in Schedule B	P.O. NUMBER:
(Name) *a(n)* *corporation*	**FOR CAREFUSION USE ONLY**
(State of Incorporation) 1500 SW 10th Ave	Acct Cons./Alt. Site No.
(Address) Topeka, KS 66604-1353	Name C. Ismert
(City, State, Zip)	Group No. or Name Vizient
Ship to:	Customer No. 10057363
(Address)	Start Date
(City, State, Zip)	Quote No.

CareFusion Solutions, LLC ("CareFusion") agrees to supply to the customer identified above, on behalf of its Member Facilities included in Schedule B (together the "Customer") the products identified in the Product Category identified in Schedule A attached hereto, pursuant to the terms stated in this Purchasing Agreement (this "Agreement") and relevant terms as defined below from the GPO Agreement identified in Schedule A (the "GPO Agreement"). Customer hereby agrees that the Products supplied under this Agreement are for Customer's own clinical use and are not permitted for resale. CareFusion and Customer are each a "Party" and, collectively, the "Parties" to this Agreement.

1. **Access.** Customer hereby agrees that all parties listed in Schedule B are acute care hospitals, and/or non-acute providers that are included on the Customer's Medicare cost reports. Member Facilities may only be added to or removed from this Agreement upon written notice by CareFusion or through a written amendment executed by both Parties. For the avoidance of doubt, if the addition or removal of a Member Facility impacts the Pricing and/or Utilization Commitment and/or Annual Commitment Amount, then an amendment to this Agreement will be necessary.
2. **Pricing.** Customer will receive Product pricing based on Customer's current GPO affiliation, Price Tier, Utilization Commitment, and Purchase Commitment identified in Schedule A.
   i. In the event Customer's current GPO Agreement terminates and the group purchasing organization (the "GPO") enters into a new GPO agreement with CareFusion, then Customer may either: (i) continue with this Agreement subject to the Annual Commitment Amount stated herein, and benefit from the pricing as per the GPO Agreement, or (ii) negotiate new Product pricing as set forth in the new GPO agreement and sign a new purchasing agreement to cancel and replace this Agreement with minimum terms specified in the new GPO agreement provided the Utilization Commitment does not decrease .
   ii. In the event Customer ceases to be a member of the GPO referenced in Schedule A or Customer provides notice to CareFusion of a change in primary GPO, CareFusion shall confirm pricing in writing and within sixty (60) days of Customer's change in primary GPO, shall align the pricing in this Agreement to the Product pricing set forth in the agreement between CareFusion and Customer's new GPO under the pricing tier for which Customer qualifies. Except for such alignment, this Agreement shall continue in full force and effect.
   iii. In the event Customer ceases to be a member of the GPO referenced in Schedule A, and Customer is not a member of a new GPO, then this Agreement will continue and CareFusion shall align Product pricing to non-GPO pricing.
   iv. Such Product pricing is net of all discounts and other potentially-applicable incentives including group pricing, taxes, and distributor fees. Such Product pricing will be available through CareFusion's authorized distributors within forty-five (45) days of the Effective Date.
   v. During each Annual Period, CareFusion will review the Utilization Commitment. If the Customer does not meet the Utilization Commitment stated in this Agreement, CareFusion reserves the right to increase Customer's Product

pricing to the tier level pricing which corresponds to Customer's actual purchases of Products upon thirty (30) days' notice.

3. .**Purchase Commitment.** "Annual Period" means each twelve (12) month period during the Commitment Term; the first Annual Period shall commence on the Commitment Term Effective Date. "Annual Commitment Amount" means the amount stated in the Annual Commitment Amount column of Schedule A. During each Annual Period, each Customer Member Facility shall Purchase in line with Schedule A for at least the Product Category Annual Commitment Amount of Products. Upon request, Customer shall provide CareFusion or its authorized representatives with information necessary to verify Customer's compliance with the Annual Commitment Amount and Utilization Commitment agreed to herein including Customer's total purchases for all similar products in each relevant Product category during the applicable periods.
4. **Shortfall.** CareFusion will review Customer's performance under this Agreement annually. If Customer fails to meet the Annual Commitment Amount and the Utilization Commitment designated in this Agreement for any Annual Period in any Product Category per Member Facility, then CareFusion shall require the Customer to (i) purchase within thirty (30) days a quantity of Products necessary to satisfy the Annual Commitment Amount; or (ii) pay CareFusion within thirty (30) days the difference between the Annual Commitment Amount and the dollar amount of Products actually purchased and paid for by Customer during such Annual Period. In the event Customer has not met the Annual Commitment Amount, but has met the Utilization Commitment designated in this Agreement, provided Customer submits information reasonably necessary to verify Customer's compliance with the Utilization Commitment agreed to herein, including Customer's total purchases for all similar products in each relevant product category during the applicable periods, CareFusion shall not enforce a Shortfall penalty payment.
5. **Proper Reporting of Discounts and Pricing.** The prices under this Agreement may reflect "discounts or other reduction in price" as that term is used in the "safe harbor" regulations in the Medicare/Medicaid Anti-Kickback Statute, 42 C.F.R. § 1001.952(h). The parties hereto shall: (i) comply with all applicable laws and regulations relating to the accounting, application, and proper reporting of discounts and pricing under this Agreement, including but not limited to the requirements of the discount "safe harbor" located at 42 C.F.R. § 1001.952(h); (ii) properly report and appropriately reflect all prices paid under this Agreement net of all discounts as required by applicable laws and regulations, including but not limited to on Medicare, Medicaid and state agency cost reports; and (iii) retain a copy of this Agreement and all other documentation regarding this Agreement, together with the invoices for purchase of products hereunder and shall permit representatives of the U.S. Department of Health & Human Services or any relevant state agency access to such records upon request.
6. **Prevailing Party.** The prevailing Party will be entitled to reasonable attorneys' fees, costs and expenses for any claim against the other Party under this Agreement.
7. **Relevant Terms.** For the avoidance of doubt, all terms from the GPO Agreement which are relevant for the execution of this Agreement and the purchase of Products shall apply.
8. **Conflict.** In the event of a conflict between this Agreement and the GPO Agreement, then this Agreement shall govern.

Each person signing this document represents that he/she intends to and has the authority to bind his/her party to this Agreement. The Customer signature below is on behalf of the Customer and Member Facilities included in Schedule B.

Customer's Full Legal Name:

_____

Customer's Notice Address:

_____

_____

By: _____

Print: _____

Title: _____

Date: _____

Email: _____
(Please provide an email address for an electronic copy of the executed contract)

CAREFUSION SOLUTIONS, LLC
Notice Address:
Attn: Director of Infusion Disposable Contracts
3750 Torrey View Court
San Diego, CA 92130

By: _____

Print/Title: _____

Effective Date: _____

Schedule A

GPO Affiliation, Price Tier and Commitments

Commitment Term: 60 Months
Commitment Term Effective Date: The later of either (i) December 1, 2015 or (ii) the first calendar day of the month following the Effective Date as stated in this Agreement.
GPO Agreement: Novation Agreement IV01013 with an effective date of October 1, 2010
GPO Price Tier: **Option B Pricing – Tier 6**
Utilization Commitment: During the Commitment Term of this Agreement, Customer shall purchase at least the minimum GPO Price Tier requirement of $1,000,000 annually of Products from CareFusion or its authorized distributors for at least ninety percent (90%) for Dedicated Infusion Disposable Sets and Non-Dedicated Infusion Disposable Sets, each per Annual Period. Upon request, Customer shall provide CareFusion or its authorized representatives with information necessary to verify Customer's compliance with the purchase commitment agreed to herein, including Customer's total purchases for all similar products in each relevant product category during the applicable periods.
Rebates. Customer will qualify for the following rebates on Schedule A attached hereto, provided that (i) Customer meets its minimum Annual Commitment Amount stated in the Agreement, per each Product Category; (ii) Customer's primary GPO with CareFusion is Novation at the time of the rebate payout; and (iii) meets any additional rebate requirements stated below for the specified rebate. The rebates, if earned, will be paid to Customer for distribution to its Member Facilities within forty-five (45) days after the Annual Period, unless otherwise specified. In the event that the Agreement Effective Date is different than the Commitment Term Effective Date, the rebates will begin on the Agreement Effective Date, but will be paid based on the anniversary of the Commitment Term Effective Date. **i.** **Max Zero Product Rebate:** CareFusion shall provide an annual rebate ("Max Zero Product Rebate") of one percent (1%) for both Dedicated Infusion Disposable Sets and Non-Dedicated Infusion Disposable Sets purchased from CareFusion pursuant to the Agreement, provided Customer purchases a minimum of $130,000, of CareFusion Max Zero Products for Customer's purchases of extension sets and connectors (See Schedule C for a list of Max Zero Products), which amount is included in the total annual Non-Dedicated Infusion Disposable Sets Annual Commitment Amount value. **ii.** **Whole House Conversion Rebate.** CareFusion shall provide an annual rebate ("Conversion Rebate") of three percent (3%) for both Dedicated Infusion Disposable Sets and Non-Dedicated Infusion Disposable Sets purchased from CareFusion pursuant to the Agreement, provided Customer executes a purchase order within thirty (30) days from the Agreement Effective Date with CareFusion for a Whole house upgrade to the Alaris System and commits to convert more than ninety percent (90%) of all Member Facility's Point of Care Units and Large Volume Pump/Channels. **iii.** **Non-Dedicated Annual Rebate.** CareFusion shall provide an annual rebate ("Non-Dedicated Annual Rebate") of two percent (2%) for Non-Dedicated Infusion Disposable Sets purchased from CareFusion pursuant to the Agreement. **iv.** **Growth Rebate.** CareFusion shall provide a one-time rebate ("Growth Rebate") of ten percent (10%) for Non-Dedicated Infusion Disposable Sets purchased from CareFusion pursuant to the Agreement for the first twelve (12) months of the Agreement ("Rebate Growth Period") that are incremental to the current Non-Dedicated Infusion Disposable Set sales baseline of $0. The Growth Rebate, if earned, will be paid to Customer within ninety (90) days after the Rebate Growth Period. The Rebate Growth Period shall be twelve (12) months from the Effective Date.
Primary Distributor: _____ **Secondary Distributor:** _____

PURCHASE COMMITMENT:

Annual Commitment Amount		
Member Facility	**Product Category:** Dedicated Infusion Disposable Sets (pump sets)	**Product Category:** Non-Dedicated Infusion Disposable Sets (gravity sets, extension sets, connectors, secondary sets, and accessories)
Customer	$ 608,000	$ 479,000

Schedule B
Member Facilities

Stormont Vail Hospital
1500 SW 10th Ave
Topeka, KS 66604-1353
Account # 10057363 & 19995359

Schedule C

Max Zero Products

Products Number	Description
MZ1000-07	MAXZERO NEEDLELESS CONNECTOR
MZ5301	MINIBORE PRESSURE RATED EXT, IV CNNCTOR
MZ5302	MINIBORE PRESSURE, REMOVABLE IV CNNCTR
MZ5303	PRESSURE RATED EXT SET, IV CONNECTOR
MZ5304	PRESSURE RATED EXT, REMOVABLE IV CONNEC
MZ5305	PRESSURE RATED EXT, IV CONNECTOR, NO CL
MZ5306	MINIBORE PRESSURE, IV CONNECTOR NO CLAMP
MZ9274	MICROBORE TRI-FUSE EXTENSION SET, 3 IV C
MZ9277	MICROBORE EXTENSION SET, IV CONNECTOR
MZ5307	MINIBORE BI-FUSE PRESSURE 2 IV CONNECTOR
MZ5308	BI-FUSE PRESSURE RATED 2 IV CONNECTORS
MZ5309	PRESSURE RATED EXTENSION SET, IV CONNECT
MZ5310	PRESSURE RATED EXTENSION SET, REMOVABLE
MZ9226	MICROBORE EXTENSION SET, IV CONNECTOR,.F
MZ9275	MICROBORE QUAD-FUSE EXTENSION SET, 4 IV
MZXT9001	MICROBORE EXTENSION SET, IV CONNECTOR, T
MZ9265	MICROBORE BI-FUSE EXTENSION SET, 2 IV CO
MZ9266	MICROBORE TRI-FUSE EXTENSION SET, 3 IV C
MZ9267	MICROBORE EXTENSION SET, IV CONNECTOR.
MZ9270	MICROBORE TRI-FUSE EXTENSION SET, 3 IV.C
MZ9271	MICROBORE BI-FUSE EXTENSION SET, 2 IV CO
MZ9272	MICROBORE TRI-FUSE EXTENSION SET, 3 IV C
MZ9273	MICROBORE TRI-FUSE EXTENSION SET, 3 IV C
MZ9276	MICROBORE TRI-FUSE EXTENSION SET, 3 IV C

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~~ one or more Agreements (each, an "Agreement") by and between the State of West Virginia ("Agency"), and ~~Business Associate~~CareFusion Solutions, LLC, together with its subsidiaries and related legal entities (collectively, "Associate"), and is effective as of the date of execution of the Addendum (the "Effective Date").

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, this Addendum applies to all Agreements between Agency and Associate, pursuant to which PHI is provided by Agency to Associate. As of the Effective Date, this Addendum automatically extends to and amends all existing underlying Agreements between Agency and Business Associate involving the use or disclosure of 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 unsecured ~~protected health information~~PHI 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. Notwithstanding the forgoing, the parties acknowledge and agree that Associate may serve as a Business Associate in connection with certain matters and not others. Therefore, this Addendum shall apply only to the extent that Associate receives PHI and serves as a Business Associate in connection with performance of the Underlying Agreement(s), and does not otherwise create a Business Associate relationship between the parties or any related obligations

Comment [CFN1]: This clause is meant to reflect the reality of CFN's recent merger with BD. BD has many divisions/business lines that do not handle PHI, and this clause is intended to make clear that this Agreement does not operate to make all such divisions business associates of CE.

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 inappropriate~~ly~~ use, disclose, modify, access, or destroy any information or interference with system operations in an information system~~.~~, except that no report shall be required for unsuccessful attempts at unauthorized Access, Use, Disclosure, modification, or destruction of PHI or unsuccessful attempts at interference with systems operations in an information system, which shall include, but not be limited to, pings and other broadcast attacks on Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to Associate's information systems, unless such incident appears to be an attempt to obtain unauthorized access, use or disclosure of Agency's electronic PHI

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 PHI provided by the Agency, 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, or as otherwise expressly permitted in writing by the Agency, 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. Associate may de-identify PHI pursuant to 45 CFR §164.514, and use the de-identified information for any lawful purpose. If Associate provides data aggregation services, Associate may use PHI to provide Data Aggregation services to Agency as permitted by 45 CFR §164.504(e)(2)(i)(B).

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 the Agreement 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, as otherwise permitted in writing by the Agency 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. For each disclosure for which it is required to keep a record, 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) business days of a written 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.** For each disclosure for which it is required to keep a record, ~~Within~~ within ~~ten~~ thirty (~~10~~**30**) days of receipt of a written request from Agency for an amendment of the PHI or a record about an individual contained in a non-duplicative 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. For each disclosure for which it is required to keep a record, ~~Within~~ within ~~ten~~ thirty (~~10~~30~~)~~) days of notice of a written 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~~ no more than 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 written 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." Upon such notice, any such restriction shall apply solely to Associate's use of the PHI following its receipt of the notice.

v. **Immediate Discontinuance of Use or Disclosure.** The Associate ~~will immediately~~shall, promptly upon written notification by the Agency, 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~~reasonable and appropriate steps 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~~promptly, and without unreasonable delay, but no later than 30 days after ~~upon~~ the discovery of any Breach of unsecured PHI; ~~or within 24 hours by e-mail or web form~~or ~~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/vrc/agencyli.htm and, unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or https://apps.wv.gov/oUir/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 and to the extent permitted by law.

4. Addendum Administration.

a. Term. This Addendum shall terminate on termination of the final 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 final 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~~ Addendum by Agency, if Agency determines Associate has violated a material term of ~~the~~ this ~~Agreement~~Addendum~~.~~, provided that Agency ~~may, at its sole discretion,~~ allow Associate a reasonable period of time not to exceed thirty (30) days to cure the material breach before termination.

d. Judicial or Administrative Proceedings. The Agency may terminate this ~~Agreement~~ Addendum if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this ~~Agreement~~ Addendum if a final non-appealable finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other applicable 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.

5. 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 enter good faith negotiations ~~agree~~ to further amend this Addendum. Notwithstanding the foregoing, if Agency and Associate have not amended this Addendum to address a law or final regulation that becomes effective after the Effective Date and that is applicable to this Addendum, then upon the effective date of such law or regulation (or any portion thereof) this Addendum shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this Addendum to be consistent with such law or regulation and for Agency and Associate to be and remain in compliance with all applicable laws and regulations.

h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process and upon mutual agreement of the parties.

AGREED:

Name of Agency: Welch Community Hospital

Signature

_____

Title:

Date:

Name of Associate: CareFusion Solutions, LLC

Signature

_____

Title:

Date:

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 the execution of the Addensum 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, 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.