

VENDOR

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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

WEH11144

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER

804-558-0067

HEALTH	I AND	HUMAN	I RESOURCE	S
WELCH	COMMU	YTIM	HOSPITAL	

WELCH COMMUNITY HOS 454 MCDOWELL STREET WELCH, WV 24801 304

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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she 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/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL

454 MCDOWELL STREET WELCH, WV

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PROCUREMENT SPECIFICATIONS WEH11144

The Acquisition and Contract Administration Section of the Purchasing Division "State on behalf of the West Virginia Department of Health and Human Resources, Bureau of Behavioral Health and Health Facilities, and Welch Community Hospital "Agency" is soliciting quotations for the purchase of six (6) hospital defibrillators and one (1) hospital Automated External Defibrillator (AED).

Part I

Six (6) hospital defibrillators proposed for this opportunity shall comply with the following specifications:

A. General Requirements:

- 1. Unit weight, including defibrillator, patient cable, Alternating Current (AC) power supply and battery shall not exceed 15.0 pounds.
- 2. The defibrillator must be designed in a manner such that the battery can be replaced by a typical caregiver in a matter of seconds without the need for tools.
- 3. AC power must be a standard, internal feature of the defibrillator; detachable AC modules are not an acceptable alternative.
- 4. When attached to an AC power source, the defibrillator must fully operate without a battery installed.
- 5. The defibrillator must fully operate with a completely discharged battery when attached to an AC power source.
- 6. The defibrillator must charge its battery when connected to an AC power source.
- 7. The defibrillator must have a recorder capable of printing multiple channels when in manual mode.
- 8. The recorder must be capable of printing Code Summary Reports; continuous Electrocardiogram (ECG) rhythm, Code, Event, and Alarm-related ECGs; code readiness test logs; code readiness test detail reports; and the troubleshooting log when in manual mode.

- 9. The defibrillator must have a discharge button that illuminates when the unit is charged and ready to deliver a shock.
- 10. The defibrillator must perform a self-test at power up.
- 11. Where installed, the handles of the external hard paddles and their attachment mechanism, shall support the weight of the defibrillator in a manner suitable for lifting the unit.
- 12. These six units must be covered under a five (5) year warranty.
- 13. The six units must be delivered within thirty (30) days of receipt of the approved purchase order.
- 14. Training must be provided by vendor to all hospital employees.

B. ECG Monitoring Requirements

- 1. Defibrillator must be able to acquire an ECG by way of standard ECG electrodes (in a 3 or 5 lead configuration) when in manual mode, paddles when in manual mode, multifunction defibrillation pads, and resuscitation electrodes.
- 2. ECG cables must utilize standard Association for the Advancement of Medical Instrumentation (AAMI) connectors.
- 3. Defibrillator must have the ability to record and display multiple ECG leads when in manual mode.
- 4. The defibrillator shall have the ability to monitor and display the ECG in multiple vectors while performing transthoracic pacing without requiring the attachment of separate ECG electrodes and leads.
- 5. The defibrillator must have a clearly labeled, dedicated button (switch or key) for changing ECG lead displayed and recorded when in manual mode.
- 6. The defibrillator must continuously indicate the lead selected on the display and printed ECG recordings when in manual mode.
- 7. The defibrillator must provide a filter that removes chest compression artifact from the ECG signal.
- 8. The defibrillator must have pacemaker detection capability.

- 9. The defibrillator must display a pacer spike on the printed ECG recordings.
- 10. The defibrillator must detect heart rates up to 300 beats per minute (+/- 5%).
- 11. The defibrillator must have the ability to print ECG recordings upon the activation of a heart rate alarm when in manual mode.
- 12. The defibrillator must have a configuration that triggers an alarm and displays a "check patient" message upon the detection of ventricular fibrillation.

C. Display Requirements

- 1. The defibrillator must have a color display.
- 2. The display must be no less than 6.5 inches diagonally.
- 3. The defibrillator must have the ability to simultaneously display 3 channels of physiologic information when in manual mode.
- 4. The displayed channels must be able to show ECG leads, physiologic parameters (i.e. pulse oximetry), and chest compression performance.
- 5. At least two of the displayed channels shall be user selectable during a code event.
- 6. Each channel must minimally present a 5 second view.
- 7. The AED mode must have the ability to display heart rate, waveform, Saturation of Peripheral Oxygen (Sp02) and messaging.
- 8. The user must have the ability to configure the AED display.

D. Defibrillator Requirements

- The unit must utilize a biphasic defibrillation waveform in both AED and Manual Mode.
- 2. The defibrillator shall provide AED, manual and shock advisory operating modes.
- 3. The AED and advisory protocols shall comply with the recommendations in the American Heart Association's Guidelines 2010 (http://guidelines.ecc.org/2010-guidelines-for-cpr.html) for chest compressions (Cardio Pulmonary Recessitation [CPR]) first.

- 4. The AED and advisory protocols shall comply with the recommendations in the American Heart Association's Guidelines 2010 for single shocks.
- 5. The defibrillator must provide for synchronized cardioversion in manual mode.
- 6. At the maximal energy setting, the defibrillator must have an average current delivered in the first phase not less than the following.

25Ω	50Ω	100Ω	125Ω	150Ω	175Ω
27.1 amps	24.9 amps	17.5 amps	16.2 amps	14.4 amps	13.2 amps

- 7. The defibrillator must provide for user-configurable fixed and escalating energy capabilities in both manual and advisory modes.
- 8. The defibrillator shall recognize compatible pediatric electrodes and alter energy setting for the initial and subsequent shocks to a pediatric-specific energy delivery protocol.
- 9. The defibrillator's pediatric capabilities must include discreet energy settings of 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 joules.
- 10. The time for the defibrillator to charge to maximal energy shall not exceed 7 seconds.
- 11. The following information shall be displayed on, and stored with, defibrillation-related ECG recordings: selected energy, delivered energy and patient impedance.

E. Transthoracic Pacing requirements (Manual Mode)

- 1. The defibrillator must have an option for transthoracic (external) pacing.
- 2. The defibrillator must employ a 40 msec (+/- 2ms), rectilinear waveform for transthoracic pacing.
- 3. The defibrillator must permit the configuration of an initial pacing rate.
- 4. Transthoracic pacing controls must provide for continuously variable current delivery levels and pacing rates.
- 5. Transthoracic pacing shall provide a 4:1 function that permits operators to examine an underlying rhythm of a paced patient without losing capture.
- 6. Transthoracic pacing settings for current delivery and rates must be maintained when switching between pacing and defibrillation, or pacing and monitoring modes.

- 7. The defibrillator shall have the ability to monitor and display the ECG in multiple vectors while performing transthoracic pacing without requiring the attachment of separate ECG electrodes and leads.
- 8. Transthoracic pacing must not be interrupted by the loss of an ECG lead.

F. Chest Compression Support Requirements

- 1. The defibriliator must have the ability to support the delivery of quality chest compressions during CPR efforts.
- 2. The defibrillator must have an integrated CPR quality indicator that displays how well chest compression delivery meets American Heart Association recommendations.
- 3. The defibrillator must provide a filter that removes chest compression artifact from the ECG signal.
- 4. The defibrillator shall verbally and visually prompt the start and stop of chest compression cycles.
- . 5. The defibrillator shall verbally and visually prompt the user to push harder when compressions fail to meet American Heart Association recommendations for depth.
- 6. The defibrillator shall verbally and visually indicate when chest compression depth is adequate as defined by American Heart Association recommendations.
- 7. The defibrillator shall provide an audible prompt (i.e. metronome) that meets the American Heart Association's recommendations for rate of compression.
- 8. In a manual operating mode for Advanced Life Support (ALS) trained responders, the rate prompting shall operate in a manner such that it is activated when the compression rate falls below the American Heart Association recommendations.

G. Code Readiness Testing Requirements

- The defibrillator must perform a self-test at power up.
- 2. The defibrillator must have a code readiness testing function.
- 3. The defibrillator code readiness test must not require a separate test fixture.
- 4. The defibrillator code readiness test must operate in either a manual or automatic mode.

- The defibrillator must employ a prominent, two-state [Pass-Fail] indicator to signify its state of code readiness; simple indicators (i.e. Light Emitting Diodes [LEDs]) are not an acceptable alternative.
- The defibrillator code readiness test must evaluate the functional status of the
 defibrillator, pacer, and ECG capabilities of the unit along with the status of the therapy
 cables, compatible resuscitation electrodes, and paddles.
- 7. The electrode component of the defibrillator readiness test must confirm its presence and proper connection, and monitor its expiration date and condition.
- 8. The defibrillator code readiness test must operate when attached to paddles or compatible resuscitation electrodes.
- 9. Should a defibrillator fail a code readiness test, it must display all causative items.
- 10. The defibrillator must have the ability to automatically print the results of a code readiness test.
- 11. The results of each code readiness test, automatic or manual, must be stored on the defibrillator in nonvolatile memory.
- 12. The defibrillator must have the ability to print a log of all code, readiness test results stored in the defibrillator.
- 13. The defibrillator must have the ability to display and print the detailed results of any code readiness test stored in the defibrillator.

H. Battery Requirements

- 1. The defibrillator shall use a rechargeable lithium ion battery with a minimal capacity of 5.8 amp/hrs.
- 2. The battery shall store a history of its use and maintenance.
- 3. The defibrillator battery shall have an indicator of runtime; capacity indicators (i.e. 100%, 75%, 50%, etc.) are not an acceptable substitute.
- 4. The defibrillator battery shall have separate calibration and fault indicators.

I. Pulse Oximetry Requirements

- 1. The defibrillator must have an option for pulse oximetry.
- 2. The pulse oximetry must employ signal extraction technology.

- 3. The pulse oximetry must have documented minimal sensitivity and specificity levels of 99% and 97%, respectively under motion conditions.
- 4. The pulse oximetry must have a saturation accuracy of +/- 2% in adult and pediatric patients under non-motion conditions.
- 5. The pulse oximetry must have a saturation accuracy of +/- 3% in adult and pediatric patients under motion conditions.

J. I/O Requirements

- 1. The defibrillator must provide a 1.0 C/cm ECG output with a < 25 msec delay.
- 2. The defibrillator must provide an ECG output a 0 to 5 volts (Transistor-transistor Logic [TTL] Level) trigger pulse of 10 msec that occurs within 35 msec of the R wave peak.
- 3. The defibrillator must have an ECG synch input of 0 to 5 volts (TTL Levels) of 5 to 15 msec in duration.
- 4. Defibrillator shall have an integrated slot that accepts a commercially available Type II, compact flash card.
- 5. The defibrillator shall offer USB 2.0 device and host ports.

K. Storage Requirements

- 1. The defibrillator must have the ability to store clinical data that includes: a summary of the code, chest compression data, code-related ECG recordings, and a full disclosure file.
- 2. The defibrillator must store defibrillator maintenance data that includes: a troubleshooting log that annotates keystrokes, prompts and warning messages on a first-in first-out basis; a readiness test log that records the results of code readiness tests whether performed manually or automatically; and readiness test log detail that records the pass-fail details of individual readiness tests.

L. Communication and Transfer Requirements

- 1. The defibrillator shall have the ability to transmit clinical (code summary, chest compression, code-related ECGs, and full disclosure) and maintenance-related files via the Institute of Electrical & Electronic Engineers (IEEE) 802.11 wireless networking standard.
- 2. The defibrillator shall have the ability to transmit time synchronized clinical files in an ad hoc mode to a device running compatible code documentation software.

- 3. The defibrillator shall have a capability to transmit a wireless alert (via 802.11 wireless networking) when its state of code readiness is found to be compromised.
- The defibrillator shall be capable of transferring the clinical data files to a compact flash card.
- 5. The defibrillator shall be capable of transferring maintenance-related files to a compact flash card.

M. Battery Charging and Test Station Requirements

- 1. There must be a battery charging and test station (battery station) available for the defibrillator battery.
- 2. The battery station shall produce no less than 200 watts of power.
- 3. The battery station shall simultaneously charge and test no less than 4 batteries.
- 4. The battery station shall automatically calibrate compatible lithium ion batteries after 500 amp/hrs of use or every 12 months.
- 5. The battery station shall minimally provide the following maintenance protocols: Quick-Charge, Float-Charge, Auto-Test and Manual Test.
- 6. The battery station shall provide a test button for each battery well.
- 7. The well for each battery shall have separate indicators for charging, charging completed, test in progress, and fault.
- 8. The battery station shall be able to download the use and maintenance history of compatible lithium ion batteries.
- 9. The battery station shall be able to communicate the use and maintenance history of a battery to a PC running compatible battery management software package.

N. Battery Management Software Package

- A compatible battery management software package shall be available from the defibrillator vendor.
- 2. The battery management software package shall provide the ability to examine the state of charge, state of health, and total throughput for each compatible battery.

- The battery management software package shall provide the following details on a compatible battery's state of health: capacity at full charge, capacity loss, and estimated runtime at full charge.
 - 4. The battery management software shall have the capability to select the capacity test pass-fail threshold for each compatible battery.
 - The battery management software shall have the capability to print service labels for compatible batteries that contains date of service and key state of health indicators.
 - 6. The battery management software shall store the use and maintenance history for each compatible battery in an organization's fleet.
 - 7. The battery management software shall provide troubleshooting capabilities.
 - 8. The battery management software shall provide the capability to perform searches on an organization's fleet of batteries.

Part II Hospital Automated External Defibrillator (AED) Specifications

One (1) AED proposed for this opportunity shall comply with the following specifications:

A. General Requirements:

- 1. Unit weight, including AED, patient cable and battery, shall not exceed 8.0 pounds.
- 2. The unit must be designed in a manner such that the battery can be replaced by a typical caregiver in a matter of seconds without the need for tools.
- 3. The AED must be recorder capable.
- 4. The recorder must be able to print code summary report.
- 5. The AED must have a discharge button that illuminates when the unit is charged and ready to deliver a shock.
- 6. The AED must meet design standards of AAMI DF-80, EN 60-601-1, and EN 60601-L-4.
- 7. The AED must be covered under a five (5) year warranty.
- 8. The AED must be delivered within thirty (30) days of receipt of the approved purchase order.

9. AED training must be provided by vendor to all hospital employees.

B. ECG Monitoring Requirements:

- 1. The AED must have patient connector capability to monitor CPR and defibrillator.
- 2. The AED input selector must be fully defibrillator protected.
- 3. The AED must detect heart rates up to 300 beats per minute (+/- 5%).
- 4. The AED must utilize automatic gain control LCD for ECG size.

C. Display Requirements:

- 1. The AED must have a color display.
- 2. The display must be no less than 3.00 inches wide and 2.5 inches high.
- 3. The AED must have a visual time of 3 seconds.
- 4. The AED must display heart rate, ECG waveform, text prompts, CPR bar graph, battery gauges, elapse time and number of shocks delivered.

D. Event Documentation:

- 1. The AED must have internal non-volatile memory.
- 2. The AED must have 20 minutes of audio recording of ECG, operator and device actions.
- 3. The AED must have 7 hours of ECG data or up to four patient records without audio recording.
- 4. The AED must have Event Review and reporting Code Rest Code Review software version 3.30 or higher.

E. Defibrillator:

- 1. The AED must utilize a biphasic defibrillation waveform.
- 2. The AED and Advisory Protocols shall comply with recommendations in the American Heart Association's Guidelines 2010 for compressions (CPR) first.
- 3. The AED and Advisory protocols shall comply with the recommendations in the American Heart Association's Guidelines 2010 for single shocks.

4. At the maximal energy setting, the AED must have an average current delivered in the first phase not less than the following:

25Ω	50Ω	100Ω	125Ω	150Ω	175Ω
27.1 amps	24.9 amps	17.5 amps	16.2 amps	14.4 amps	13.2 amps

- 5. The AED shall recognize pediatric electrodes and alter energy setting for the initial and subsequent shocks to a pediatric-specific energy delivery protocol.
- 6. The time for the AED to change to maximal emergency shall not exceed 10 seconds.
- 7. The AED must auto analyze and change 3 times with programmable energy level selector, screens prompts and voice prompts.
- 8. The AED must have one piece electrodes that provide feedback on rate and depth of compressions.
- The AED shall evaluate electrode connects and patient ECG to determine if defibrillation is required.
- 10. The AED must have shockable rhythms of ventricular fibrillation with amplitude > 100 uV and wide complex tachycardia with rates greater than 150 bpm (adult) and > 200 bpm (pediatrics).
- 11. The AED shall have defibrillation pads impedance with measurement range of 10-30 ohms.
- 12. The AED must have audible voice prompts and text messages that guide user through complete sequence of operation.
- 13. The AED shall have on/off, shock and softkeys control.

F. Battery Option:

- 1. The AED must have rechargeable batteries with recharge time of 4 hours or less with provided charger.
- 2. The battery must deliver 170 defibrillator discharges at maximum energy or 6 hours of continuous ECG monitoring.
- The AED must have option of utilization of disposable batteries with operating time of 300 defibrillator charges at maximum energy or 13 hours continuous ECG monitoring.

Welch Community Hospital

WEH11144 Defibrillator Cost Sheet

Description	Quantity	Cost Per Unit	Total Cost
1. Defibrillator	6		
2. AED	1		
3. Delivery, set-up and training.	1		
4. 5 year warranty for each unit excluding accessories	7		
Grand Total			

	Grand Total
Evaluation & Award Criteria:	
Award will be made to the lowe	est vendor meeting all the specifications.
Company Name	
Signature	-
Date	-

RFQ No.	
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STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (**West Virginia Code** §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name:		
Authorized Signature:	Date:	
State of		
County of, to-wit:		
Taken, subscribed, and sworn to before me thisday of		_, 20
My Commission expires	, 20	
ACEIV CEAL LIEDE	NOTARY PURI IC	

Rev. 09/08

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1.	Application is made for 2.5% resident vendor preference for the reason checked. Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceded.	-t	
	ing the date of this certification; or , Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediate preceding the date of this certification; or ,	as ely	
	Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum or one nundred state resident and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (vertification; or,	ts 4)	
2.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employed working on the project being bid are residents of West Virginia who have resided in the state continuously for the two year immediately preceding submission of this bid; or,	es ırs	
3.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with a affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,	he	
4.	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,		
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Gua and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid submitted; or,	or preference who is a veteran for the reason checked:	
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid a continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees a residents of West Virginia who have resided in the state continuously for the two immediately preceding years.	ai iu	
requir again or dec	r understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet ements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a pena of such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting age of lucted from any unpaid balance on the contract or purchase order.	ncy	
autho the re deem	bmission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division a rizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has p quired business taxes, provided that such information does not contain the amounts of taxes paid nor any other informat ed by the Tax Commissioner to be confidential.	tion	
	r penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is t occurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certific ges during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.	rue :ate	
Bidde	er: Signed:		
Date:	Title:		
	cany combination of preference consideration(s) indicated above, which you are entitled to receive.		