



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

Request for Quotation

RFQ NUMBER
COR61383

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN ABBOTT
304-558-2544

***428131648 304-343-8933**
RADON MEDICAL IMAGING CORP WV
1266 GREENBRIER ST

CHARLESTON WV 25311

DIVISION OF CORRECTIONS
MT. OLIVE CORRECTIONAL
CENTER
1 MOUNTAINSIDE WAY
MT. OLIVE, WV
25185 304-442-7213

DATE PRINTED 06/12/2008	TERMS OF SALE 23	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **07/09/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		898-80		\$ 40,900.00
GTR LABS V-RAD RADIOGRAPHY SYSTEM INSTALLATION AND DELIVERY OF A GTR LABS V-RAD RADIOGRAPHY SYSTEM, OR EQUAL, FOR THE MOUNT OLIVE CORRECTIONAL CENTER, PER THE SPECIFICATIONS. MANDATORY ON-SITE PRE-BID: <i>07/09/08 10:00 AM</i> 6/25/2008, 10:00 AM MT. OLIVE CORRECTIONAL CNTR. 1 MOUNTAINSIDE WAY MT. OLIVE, WV 25185 FAILURE TO ATTEND THE PRE-BID WILL AUTOMATICALLY DISQUALIFY THE BID. *CONTACT: CONTACT TIM WHITTINGTON AT 304-442-7216 AT LEAST TWO DAYS PRIOR TO THE PRE-BID. TRADE IN: BIDDER SHALL PROVIDE A TRADE IN PRICE FOR THE EXISTING X-RAY MACHINE WHICH SHALL INCLUDE REMOVAL. EXHIBIT 10 REQUISITION NO.: ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						

RECEIVED
08 JUL 23 AM 10:43
PURCHASING DIVISION
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Cal Wilcox</i>	TELEPHONE (304) 343-8933	DATE 07/22/08	
TITLE SALES	FEIN 56-2143971	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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VENDOR

*428131648 304-343-8933
**RADON MEDICAL IMAGING CORP WV
 1266 GREENBRIER ST
 CHARLESTON WV 25311**

SHIP TO

**DIVISION OF CORRECTIONS
 MT. OLIVE CORRECTIONAL
 CENTER
 1 MOUNTAINSIDE WAY
 MT. OLIVE, WV
 25185 304-442-7213**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/30/2008				

BID OPENING DATE: **07/23/2008** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM #01 THIS ADDENDUM IS ISSUED TO PROVIDE NOTIFICATION OF THE NEW PRE-BID DATE, AND TO EXTEND THE BID OPENING FROM 7/9/08 TO 7/23/2008. PRE-BID: 7/9/2008; 10:00 AM MT. OLIVE CORRECTIONAL CENTER 1 MOUNTAINSIDE WAY MT. OLIVE, WV 25185 CONTACT: TIM WHITTINGTON AT 304-442-7213 TO CONFIRM ATTENDANCE. BID OPENING DATE: 7/23/2008; 1:30 PM		
0001	1	LS		898-80		
				GTR LABS V-RAD RADIOGRAPHY SYSTEM		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Charles Lop</i>	TELEPHONE (304) 343-8933	DATE 07/22/08
TITLE SALES	FEIN 56-2143971	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **07/23/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #02						
THIS ADDENDUM IS ISSUED TO ANSWER VENDOR QUESTIONS AND CLARIFY THE ORIGINAL REQUIREMENTS OF THE SPECIFICATIONS.						
0001	1	LS		898-80		
GTR LABS V-RAD RADIOGRAPHY SYSTEM						
***** THIS IS THE END OF RFQ COR61383 ***** TOTAL:						\$ 40,900.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chal Wilcox</i>	TELEPHONE (304) 343-8933	DATE 07/22/08
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<p>ADDENDUM NO.'S:</p> <p>NO. 1 ✓ <i>CBW</i></p> <p>NO. 2 ✓ <i>CBW</i></p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p style="text-align: right;"> <i>Chad Wilcox</i> SIGNATURE <i>RADON MEDICAL IMAGING CORPORATION-WV</i> COMPANY <i>07/22/08</i> DATE </p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p>						

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SIGNATURE <i>Chad Wilcox</i>	TELEPHONE <i>(304) 343-8933</i>	DATE <i>07/22/08</i>	
TITLE <i>SALES</i>	FEIN <i>56-2143971</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(✓) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(✓) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT,</p>						

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<p>DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR () BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>RADDN MEDICAL IMAGING CORPORATION - WV</u> <u>CHAD WILCOX, SALES</u></p> <p>DATE: <u>07/22/08</u></p> <p>SIGNED: <u>Chad Wilcox</u></p> <p>TITLE: <u>SALES</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <u>Chad Wilcox</u>	TELEPHONE <u>(304) 343-8933</u>	DATE <u>07/22/08</u>
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				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p> <p>RFQ. NO.: COR61383-----</p> <p>BID OPENING DATE: 07/09/08-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- (304) 343-8937 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- CHAD WILCOX -----</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ COR61383 ***** TOTAL:						<u>\$ 40,900.00</u>

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COR61383 - Specifications:

The specifications as stated below are the minimum acceptable requirements, and bidders shall bid GTR Labs – V-Rad Radiography System, OR APPROVED EQUAL:

- ✓ V-650 Generator: 50kW HF, 600ma, 150kVp, three phase, single tube RAD using DDB Console
- ✓ 400 Heat Unit Table
- ✓ V4WE Table: 500 lbs weight limit, 4 way Float/Elevating Table
- ✓ Midwest Grid Cabinet with Tray
- ✓ 103 Line 10:1 17" x 17" Medium Focus Grid
- ✓ VTSRT Vertical Tube Stand with Column Rotation and Transverse Movement, includes
- ✓ 12' Floor Rails
- ✓ 3" Trunnion Mount
- ✓ VWS Vertical Wall Stand
- ✓ Midwest Grid Cabinet with Tray
- ✓ 103 Line 10:1 17" x 17" Long Focus Grid
- ✓ 17" x 17" Panel Top
- ✓ Linear MC 150 Certified Collimator with Laser 30' Power Cable
- ✓ 30' High Voltage Cables
- ✓ Total installation & delivery shall be included in bid
- ✓ Warranty must provide 5 year manufacturer parts excluding x-ray tube which will have a
- ✓ 1 year prorated warranty and 1 year Labor Warranty.

BID PRICE FOR ABOVE

\$ 38,900.00

Less Trade-In allowance of current machine as follows:

BENNET Model HFQ300 X-Ray machine in fair condition

It is the bidder's responsibility to inspect this machine during the mandatory pre-bid meeting

~~TRADE-IN ALLOWANCE~~

DE-INSTALL + REMOVAL
OF EXISTING EQUIPMENT

\$ 2,000.00

FINAL BID PRICE

\$ 40,900.00

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 exceeds 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: RADON MEDICAL IMAGING CORPORATION - WV

Authorized Signature: Char Wilson, SALES Date: 07/22/08

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

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 materials, 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: PARON MEDICAL IMAGING CORPORATION - WV

Authorized Signature: Chad Wilcox, SALES Date: 07/22/08

COR61383 Addendum

Agency Clarifications

1. The Agency will agree to a four to six week delivery and installation schedule as equipment is manufactured upon award and is not a stock item.
2. The Agency will permit a one week installation schedule to be coordinated with the Vendor.
3. The Agency will require the Vendor to complete all necessary documentation in a timely manner to register the new equipment with the Department of Health and Human Resources, Environmental Health Service Office.
4. The Vendor will be required to provide orientation training with the new equipment to designated medical personnel.
5. The Agency will upgrade current electrical system to accommodate specified equipment. The Vendor shall provide the final hook-up to the power source with installation.

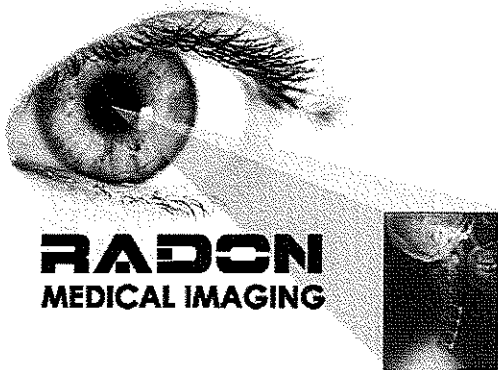
SIGN IN SHEET

PLEASE PRINT

PRE-BID SIGN-IN SHEET - PLEASE LEAVE A BUSINESS CARD - 09 July 08; 10:00 AM

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>RADON MEDICAL IMAGING</u>	<u>1266 GREENBRIER STREET</u>	PHONE <u>(304) 343-8933</u>
Rep: <u>CHAD WILCOX</u>	<u>CHARLESTON, WV 25311</u>	TOLL FREE
Email Address: <u>Cwilcox@radonwv.com</u>		FAX <u>(304) 343-8933</u>
Company:		PHONE
Rep:		TOLL
Email Address:		FREE
		FAX
Company:		PHONE
Rep:		TOLL
Email Address:		FREE
		FAX
Company:		PHONE
Rep:		TOLL
Email Address:		FREE
		FAX
Company:		PHONE
Rep:		TOLL
Email Address:		FREE
		FAX

RADON QUOTATION | 2008



QUOTE

Date: 07/22/08
 Quote #: CW0722082
 Expiration Date: 10/22/08

**Radon Medical Imaging
 Corporation-WV
 1266 Greenbrier Street
 Charleston, WV 25311
 US
 Phone: (304) 343-8933
 Fax: (304) 343-8937**

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

Salesperson	Job	Delivery Date	Payment Terms
Chad Wilcox	WV State RFQ COR61383 - MT. Olive Correctional Center	Per RFQ 4 to 6 weeks	Per Customer RFQ

Description	Qty.	Unit Price	Line Total
GTR Labs - V-Rad Radiography System Package includes: - V-650 Generator: 50kW HF, 600ma, 150kVp, three phase, single tube RAD using DDB Console - 400 Heat Unit Tube - V4WE Table: 500 lbs weight limit, 4 way Float / Elevating Table - Midwest Grid Cabinet with Tray - 103 Line 10:1 17"x17" Medium Focus Grid - VTSRT Vertical Tube Stand with Column Rotation and Transverse Movement, Includes 12' Floor Rails - 3" Trunnion Mount - VWS Vertical Wall Stand - Midwest Grid Cabinet with Tray - 103 Line 10:1 17x17 Long Focus Grid - 17"x17" Panel Top - Linear MC150 Certified Collimator with Laser 30' Power Cable - 30' High Voltage Cables	1	\$38,900.00	\$38,900.00

Warranty - 5 year manufacture parts warranty excluding x-ray tube (x-ray tube has a 1 year prorated warranty) and 1 year Radon Labor warranty, starting with first clinical use, during the hours of 8 AM to 5 PM Monday through Friday. Non-warranty hour calls will be billed at time and one-half. Current regular hourly labor rates are \$180 per hour, \$270 per hour overtime rate and \$180 per hour travel rate. Labor and travel rates are subject to change with 30 day customer notice.

NOTE: Price includes installation and applications.

Subtotal	\$38,900.00
Sales Tax	Invoiced as applicable
Total	\$38,900.00

For any questions or concerns please do not hesitate to contact us at anytime at
(304) 343-8933.

NOTE: Please provide Tax Exempt Certificate if applicable. Otherwise, applicable sales tax will be included on payment invoice.

Signature on last page of this document verifies acceptance of service agreement with all applicable terms and conditions.

General Terms and Conditions of Quotation
(applicable unless otherwise stated in quotation)

The Quotation supersedes all previous bids, quotations, offers and dealings with respect to the sale of the equipment, software and supplies listed on the Quotation (collectively "the Products"). The Quotation may be withdrawn by RADON Medical Imaging at any time without notice, and shall not bind RADON Medical Imaging until signed by Customer and by an authorized representative of RADON Medical Imaging.

NO COUNTEROFFERS. Acceptance of this Quotation is expressly limited to the terms and conditions contained herein. Unless accepted in writing by RADON Medical Imaging, any additional or different terms or conditions contained in Customer's order or response hereto shall be of no force or effect, and shall not be binding upon RADON MEDICAL IMAGING.

Warranty as described in quotation body or per attached exhibit. RADON MEDICAL IMAGING shall have no liability or responsibility for providing maintenance, service, repair, replacement or otherwise to provide any services with respect to the Products following completion of installation, except for covered warranty work, unless Customer and RADON MEDICAL IMAGING have entered into a separate service contract. The service contract shall set forth the sale terms and conditions under which RADON MEDICAL IMAGING will provide such service and maintenance work for the Products. The warranty / service contract is NOT transferable to a 3rd party without the expressed written consent of RADON MEDICAL IMAGING.

All glassware, as applicable, will be prorated over life of warranty.

Any pre-owned equipment quoted is subject to availability of equipment.

Applicable taxes will be added to invoice unless a tax exempt certificate is included with purchase order.

Shipping charges, custom clearance charges, and any other charges associated with delivery of products will be at customer expense. Customer shall pay or reimburse to RADON MEDICAL IMAGING the cost of shipping the Products to the Customer.

Sales and Excise Taxes: Customer shall be solely responsible for all sales, use, excise, occupation taxes, and similar taxes, which may be due to any state or other political subdivision. If tax exempt, Customer is responsible for providing RADON Medical Imaging with a tax exempt certificate.

Payment Terms: 50% with receipt of order, 30% upon delivery and 20% upon first clinical use.

Payments: Invoices submitted are due Net 30.

Other specific terms and conditions apply as described in accompanying exhibit or specified in the body of the quotation .

DELAYS IN SHIPMENT, DELIVERY AND ACCEPTANCE. Shipping, delivery and acceptance dates are estimated on the basis of prompt receipt of all necessary information from Customer. Should delivery or installation be delayed, in whole or in part, for any reason beyond RADON MEDICAL IMAGING's control, RADON MEDICAL IMAGING's time for performance shall be extended by the duration of the delaying cause.

RADON MEDICAL IMAGING shall not be responsible for nonperformance or delay in performance resulting from any cause or causes beyond its reasonable control.

Site Preparation: Unless requested and contracted for Radon to provide a complete turnkey solution, the *customer is responsible* for the following: (1) All construction and preparation of the physical location where the equipment is to be installed in accordance with specifications for equipment installation as provided by RADON. (2) Ensuring that shielding design is adequate for installation of radiation emitting equipment. (3) Providing appropriate electrical power connections and conduit runs as specified for system installation. (4) Complying with all Federal and State regulations as may be required.

RADON Medical Imaging Corporation-WV
1266 Greenbrier St.
Charleston WV 25311
TERMS AND CONDITIONS ADDENDUM

1. THE QUOTATION.

(a) **SUPERSEDING EFFECT.** This Addendum is made part of a quotation (the "Quotation") by RADON MEDICAL IMAGING Corporation – WV (hereafter referred to as RADON Medical Imaging) and its customer to whom the Quotation is directed ("Customer"). The Quotation supersedes all previous bids, quotations, offers and dealings with respect to the sale of the equipment, software and supplies listed on the Quotation (collectively "the Products"). The Quotation may be withdrawn by RADON MEDICAL IMAGING at any time without notice, and shall not bind RADON MEDICAL IMAGING until signed by Customer and by an authorized representative of RADON MEDICAL IMAGING at the home offices of RADON MEDICAL IMAGING WV in Charleston, WV.

(b) **NO COUNTEROFFERS.** Acceptance of this Quotation is expressly limited to the terms and conditions contained herein. Unless accepted in writing by RADON MEDICAL IMAGING, any additional or different terms or conditions contained in Customer's order or response hereto shall be of no force or effect, and shall not be binding upon RADON MEDICAL IMAGING WV.

2. SHIPMENT, DELIVERY, TESTING AND ACCEPTANCE.

(a) **ACCEPTANCE.** For Products which are to be installed by RADON MEDICAL IMAGING, "acceptance" shall occur as specified in the Clinical Testing and Product Acceptance Addendum incorporated in and attached as part of the Quotation (the "Testing Addendum"). For Products which are not installed by RADON MEDICAL IMAGING, "acceptance" shall occur upon delivery to Customer.

(b) **SPECIAL TESTING.** Any special testing or protocols required by Customer shall be indicated on the Quotation. All testing shall be conducted by or under the supervision of RADON MEDICAL IMAGING WV.

(c) **DELAYS IN SHIPMENT, DELIVERY AND ACCEPTANCE.** Shipping, delivery and acceptance dates are estimated on the basis of prompt receipt of all necessary information from Customer. Should delivery or installation be delayed, in whole or in part, for any reason beyond RADON MEDICAL IMAGING's control, RADON MEDICAL IMAGING's time for performance shall be extended by the duration of the delaying cause. RADON MEDICAL IMAGING shall not be responsible for nonperformance or delay in performance resulting from any cause or causes beyond its reasonable control, including without limitation the unavailability of materials or labor required for manufacture, assembly and installation, labor disputes, *force majeure*, and acts or omissions of governmental authorities. RADON MEDICAL IMAGING shall not be liable for any damages or economic losses attributable to any such failures or delays. Customer shall have no right to cancel or rescind its order by reason of a delay excusable under this Section, and shall accept such delayed performance by RADON MEDICAL IMAGING.

3. INSTALLATION AND SITE PREPARATION.

(a) **BY RADON MEDICAL IMAGING.** If the Quotation requires installation by RADON MEDICAL IMAGING, RADON MEDICAL IMAGING shall during regular working hours install the Products and connect the Products to safety switches and power outlets provided by Customer. Proper electrical current for operation of the Products will be brought to the safety switches and outlets by Customer and the Customer will supply all of the necessary conduits, wiring, unistrut steel or similar supports in the ceiling and walls, plumbing, carpentry, construction work and rigging, and all other site preparation and installation accessories which may be required for making the installation. If any certificates or other approvals of any governmental authority are required to be obtained for the installation, the same shall be procured by Customer at Customer's expense before the scheduled delivery date. If trade unions prevent installation by RADON MEDICAL IMAGING employees, Customer shall make all required arrangements with trade unions to permit completion of the installation, the additional cost of which shall be paid by Customer, and RADON MEDICAL IMAGING's obligation shall be limited to providing engineering supervision of installation. If the Quotation includes installation, such installation will include on-site configuration of the installed Products and integration as per RADON MEDICAL IMAGING published specifications and testing in accordance with the Testing Addendum.

(b) **BY CUSTOMER OR OTHERS.** If the Quotation specifies that Customer will make its own installation of the Products, then the Customer shall be solely responsible for such installation, configuration, integration and testing and the subsequent operation of the Products.

(c) **CONDITION OF PREMISES.** In any event, Customer shall provide free access to the installation site and suitable and safe space thereon for storage of the Products before installation. RADON MEDICAL IMAGING assumes no responsibility for the fitness or adequacy of the premises, or for any damage or claim arising out of the condition of such premises.

4. RELOCATION OF PRODUCTS.

Until payment in full, Customer shall not relocate all or any part of the Products from Customer's premises, nor shall Customer sell, lease, transfer or otherwise dispose of any right, title or interest (including possession) in or to the Products. Relocation of the Products means any change in the physical location of Products, whether to a different location at the same address, or to a different address. You must notify RADON MEDICAL IMAGING prior to any relocation of Products. Failure to notify RADON MEDICAL IMAGING (i) may be a violation of applicable software licenses applicable to Products; and (ii) unless such relocation is approved in writing by RADON MEDICAL IMAGING, shall terminate all warranties of RADON MEDICAL IMAGING.

5. SOFTWARE.

The Products include certain components of software ("Software") that is either being sold or sublicensed by the owner of the Software through RADON MEDICAL IMAGING or is being separately licensed to Customer by the owner of the Software. Customer shall at all times comply with the terms of the license agreement for any Software that is subject to a license agreement between the owner of such Software and the Customer. In no event shall Customer modify, adapt, disassemble, translate, vary, copy, reproduce or alter the Software in any manner without the prior written consent of RADON MEDICAL IMAGING. Customer may copy or reproduce the Software only for purposes of making a backup copy of the Software, provided, that no more than one copy of such Software may be made for backup purposes. Customer shall take all necessary steps to ensure the confidentiality of the Software. Unless customer has engaged RADON MEDICAL IMAGING to service the Product following installation pursuant to a duly executed service agreement, RADON MEDICAL IMAGING shall have no liability or responsibility to provide, install, or configure any subsequent versions, updates, maintenance, releases, or other modifications or improvements to Software provided by the Software manufacturer.

6. PAYMENTS.

(a) **TIME OF PAYMENT.** Upon acceptance of the Quotation, Customer shall pay to RADON MEDICAL IMAGING the indicated down payment. Customer shall pay additional amounts, if any, at the intervals indicated in the Quotation. Unless otherwise specified in the Quotation, Customer shall pay the balance of the purchase price for the Products and any additional amounts due hereunder to RADON MEDICAL IMAGING upon acceptance of the Products. Additional license or procedure fees shall be paid by Customer as reflected by the Quotation or separate Software license agreements as so provided.

(b) **SALES AND EXCISE TAXES.** Even though not set forth on the Quotation, Customer shall be solely responsible for and shall pay to RADON MEDICAL IMAGING all sales, use, excise, and occupation taxes, and similar taxes, which may be due to any state or other political subdivision in respect of the sale of the Products to Customer, or the use of the Products by Customer. If tax exempt, Customer is responsible for providing RADON Medical Imaging with a tax exempt certificate.

(c) **SHIPPING COSTS.** All shipments of Product will be made F.O.B. shipping point. Even though not specifically set forth on the Quotation, Customer shall pay or reimburse to RADON MEDICAL IMAGING the cost of shipping the Products to the Customer.

(d) **DEFAULT IN PAYMENT.** Customer shall pay to RADON MEDICAL IMAGING a finance charge of 1.5% per month, not to exceed the rate allowed by law, on any sums which are not paid by Customer when due. If Customer shall fail to pay any amount when due or shall otherwise default, RADON MEDICAL IMAGING may, in addition to any other remedies RADON MEDICAL IMAGING may have in law or in equity, without notice to Customer, enter any premises in which the Products may be found and render it inoperable or remove it, and suspend, defer or cancel shipments and orders under this or any other RADON MEDICAL IMAGING Quotation and/or suspend performance on any service agreement.

(e) **SECURITY INTEREST.** Customer grants to RADON MEDICAL IMAGING a security interest in the Products (and all products and proceeds therefrom) to secure payment of all sums due hereunder, and shall, as RADON MEDICAL IMAGING may from time to time reasonably request, deliver such promissory notes, security agreements, financing statements, leases and rental agreements covering the Products as requested by RADON MEDICAL IMAGING to evidence and secure Customer's obligations. Customer hereby grants to RADON MEDICAL IMAGING an irrevocable power of attorney to execute and file such instruments or documents on behalf of Customer, for purposes of protecting RADON MEDICAL IMAGING's security interest.

7. TITLE

Title to the Products shall pass to Customer upon payment in full of all sums due under this Quotation through the date of acceptance. Until such date, the Products shall remain personal property of RADON MEDICAL IMAGING not withstanding the fact that the Products have been delivered or attached to the Customer's premises.

8. RISK OF LOSS:

Risk of loss or damage to the Products, other than as a result of the negligent or wrongful act of RADON MEDICAL IMAGING, shall pass to the Customer upon delivery of the Products to the Customer's premises.

9. WARRANTY AND LIMITATION THEREON; CUSTOMER RESPONSIBILITIES; DAMAGES LIMITATIONS.

(a) **HARDWARE WARRANTY.** Unless otherwise agreed in writing, RADON MEDICAL IMAGING only warrants to Customer that for a period of time described in the quotation from the date of acceptance, hardware components of Products shall be free from defects in material and workmanship under normal use and service, and shall be fit for the ordinary use for which designed if operated by a trained and competent operator and properly serviced and maintained. RADON MEDICAL IMAGING's obligation under this warranty is limited to correction, without charge for parts or labor (except as noted in Section 9(c)), of any defect which, is reported to RADON MEDICAL IMAGING during the warranty period, and which RADON MEDICAL IMAGING determines in the exercise of reasonable judgment impairs the ordinary use of the Products.

(b) **SOFTWARE WARRANTY.** Unless otherwise agreed in writing, RADON MEDICAL IMAGING only warrants to Customer, software components of Products, as described in the quotation. Manufacturer software updates are included at no charge for 365 days from date of first clinical use at Customer site. Manufacturer software upgrades are included as a quotation option.

Upgrades vs. Updates

Updates are included as defined in terms and conditions from manufacturer in any software purchase and installation. Updates constitute a patch, fix, or release feature that was intended, but available in first manufacturer release. Example: A release of 5.0 version software, and new release of 5.1 version or 5.2 version constitutes an update.

Upgrades are a new version of software release, usually defined by new version software number, and constitute new solutions and/or features or enhanced workflow. Example: A release of 5.0 installed at customer site and new release of 6.0 or 6.1, etc. constitutes an upgrade. Extended software warranties and maintenance agreements may be available upon request.

(c) WARRANTY SERVICE. RADON MEDICAL IMAGING'S SOLE OBLIGATION IN RESPECT OF ANY BREACH OF A WARRANTY SHALL BE, AT RADON MEDICAL IMAGING'S OPTION, TO REPAIR OR REPLACE THE PRODUCTS DURING RADON MEDICAL IMAGING'S NORMAL WORKING HOURS, SO AS TO PLACE THE PRODUCTS IN GOOD WORKING CONDITION. When Customer calls for warranty service and demands same day service, RADON MEDICAL IMAGING will reasonably attempt to provide such service within normal working hours. If RADON MEDICAL IMAGING is not able to accomplish such work within normal working hours, Customer will be charged for the overtime hours in accordance with RADON MEDICAL IMAGING's standard policy on overtime rates.

(d) CUSTOMER RESPONSIBILITIES. RADON MEDICAL IMAGING's warranties and its obligations hereunder shall terminate without notice to Customer unless Customer or user: (i) notifies RADON MEDICAL IMAGING as soon as any unusual operating peculiarity appears; (ii) fails to operate the Products in a safe and competent manner and in compliance with operation manuals provided with the Products; or (iii) fails to regularly and properly service and maintain the Products. RADON MEDICAL IMAGING will not cover any loss, damage or expense relating to the following: (i) any equipment or Software other than the Products identified in the Quotation; (ii) the replacement of any disposable, consumable, or supply items; (iii) any service or repair necessitated as a result of: (A) a change of design, specification or instruction provided by Customer or its representative; (B) Customer's failure to fulfill any of its obligations or responsibilities hereunder; (C) the failure of anyone other than RADON MEDICAL IMAGING or its service contractor to comply with written instructions, manuals, or recommendations that RADON MEDICAL IMAGING provides to Customer; (D) Customer's combining of any component of the installed Products with any other equipment or software that is incompatible with the Products; (E) any alteration or improper storage, handling, use or maintenance of any part of the Products other than RADON MEDICAL IMAGING; or (F) design or manufacturing defects in any item of a third party; or (iv) any repair, service or replacement necessitated as a result of: (A) relocation of the Product; (B) external source power supply, (C) failure to maintain proper environmental conditions; (D) neglect, abuse, misuse or failure to follow operating instructions; or (E) casualty of any nature.

(e) LIMITATION OF LIABILITY – EXCLUSION OF IMPLIED WARRANTIES. The warranties in this Section are expressly in lieu of any other warranties, express or implied, including any implied warranty of merchantability or fitness for particular purpose and of any other obligations or liability on the part of RADON MEDICAL IMAGING whether in contract, warranty, negligence or otherwise. RADON MEDICAL IMAGING neither makes nor has authorized any person to make for it any other warranty or representation in respect to the Products. Unless set forth in writing in the Quotation, no representation of fact or other affirmation of fact, including but not limited to statements regarding capacity, suitability for use, or performance of the Products shall be deemed to be a warranty by RADON MEDICAL IMAGING for any purpose, nor to give rise to any liability or obligation of RADON MEDICAL IMAGING whatsoever.

(f) CONSEQUENTIAL AND OTHER LOSS OR DAMAGE. IN NO EVENT SHALL RADON MEDICAL IMAGING BE LIABLE, BY REASON OF ANY TORT, BREACH OF CONTRACT OR WARRANTY, OR OF ANY ACT OR OMISSION ON ITS PART RELATING DIRECTLY OR INDIRECTLY TO THE SALE OR INSTALLATION OF THE PRODUCTS, FOR PROSPECTIVE, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR SPECIAL DAMAGES, ECONOMIC LOSS, LOSS OF PROFITS OR DAMAGES RESULTING FROM LOSS OF USE OF THE PRODUCTS, EVEN IF RADON MEDICAL IMAGING IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL RADON MEDICAL IMAGING'S LIABILITY TO CUSTOMER (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) ARISING OUT OF OR RELATING DIRECTLY OR INDIRECTLY TO THE TRANSACTION CONTEMPLATED BY THE QUOTATION EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO RADON MEDICAL IMAGING PURSUANT TO THE QUOTATION.

10. SERVICE CONTRACT.

RADON MEDICAL IMAGING shall have no liability or responsibility for providing maintenance, service, repair, replacement or otherwise to provide any services with respect to the Products following completion of installation, except for covered warranty work, unless Customer and RADON MEDICAL IMAGING have entered into a separate service contract. The service contract shall set forth the sale terms and conditions under which RADON MEDICAL IMAGING will provide such service and maintenance work for the Products. **11. CHANGES IN PRODUCTS.**

RADON MEDICAL IMAGING may change the construction or design of the Products without notice to Customer so long as the general function of the Products are not thereby altered.

12. DELIVERY DEFERRED BY CUSTOMER.

When delivery of the Products are delayed at the request of the Customer, the Products will be completed and placed in storage by RADON MEDICAL IMAGING at an appropriate public warehouse at Customer expense and risk, and Customer will immediately pay all sums which would otherwise be due upon acceptance.

13. ENTIRE AGREEMENT.

This Addendum and the Quotation constitute the entire and only agreement between the parties hereto concerning the subject matters covered herein, and any prior agreement, representation, affirmation of fact and course of prior dealings, promise or condition in connection herewith or usage of the trade not incorporated herein shall not be binding on either party. No assignment, waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by a specifically authorized representative of RADON MEDICAL IMAGING.

14. ENFORCEABLE IN West Virginia -- VENUE.

This Agreement shall be interpreted and governed by the laws of the State of West Virginia, whether the dispute be arbitrated or settled by court or other legal action or proceeding, and all disputes and differences arising hereunder are enforceable in and all sums of money which may become due and payable hereunder are payable in Charleston, WV.

15. SUCCESSORS AND ASSIGNS.

The terms, provision, covenants and conditions contained in this Agreement shall apply to and inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors and assigns.

CUSTOMER RESPONSIBILITIES

Customer is responsible for all, but not limited to, the following:

1. Submitting a Shielding design to the State and getting approval for installation of equipment from the State. Approval letter from the State and Shielding Design must be copied to Radon.
2. Ensure that all State requirements are met prior to and after installation of equipment, including but not limited to, shielding design and post installation radiation survey.
3. An engineer from Radon Medical Imaging will need to survey current installation site prior to scheduling of this job to ensure that appropriate power and electrical runs are available for equipment installation and all network requirements are met as required for system communication and remote service access purposes.
4. Radon Medical Imaging will supply equipment layout and specifications upon request. Any deviation from Radon's specifications must be approved by Radon. Ensuring that the users of the System are advised and understand that the System is an aid in the practice of healthcare and is not a substitute for professional judgment.
5. Provide appropriate power and electrical runs for equipment.
6. Installing and maintaining any dedicated modems and phone lines necessary to support the Equipment and the Software.
7. Provide all network cables, drops, etc. for network communications required.
8. Have a network speed of at least 100Mbps on the segment that Company's server and client workstations will be connected to or a dedicated 10Mbps segment specific the System.
9. Providing and maintaining an appropriate network connection to any device supplied at the site by Company
10. Installing and maintaining any "firewalls" and other security protocols and devices that are adequate to ensure that unauthorized third parties cannot access or manipulate data within the System. Customer will make every reasonable effort to prevent and correct any problems arising from such other equipment, software, hardware, firmware and interfaces or malicious activity by persons known or unknown. If Customer's System is accessed by unauthorized third parties, whether such access is internal or external, Customer is solely responsible for all costs of restoring Customer's network and the System, and for any data loss or corruption. Any service from Company required or requested in order to repair or restore the System will be charged to Customer at Company's then-current service rates.
11. Regularly backing up the System and archiving data as may be necessary to meet Customer's backup needs and to protect against unanticipated data loss. Customer is required to maintain and document these backup procedures and provide said documentation to Company's or Company's service contractor's Technical Support upon request.
12. Taking all appropriate action, by instruction, agreement or otherwise, with its employees or other persons permitted access to the System, to satisfy its obligations with respect to use, protection and security of the System and any of Customer's own patient data confidentiality requirements.
13. Maintaining the site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a manner consistent with manufacturer's recommendations and documentation. Customer will maintain documentation of such site and environmental conditions where the System is

located and provide such documentation to Company's or Company's service contractor's Technical Support upon request.

14. Assuring that, at all times, properly qualified and appropriately licensed personnel use the System in the manner specified by Company and the manufacturer.
15. Assuming full responsibility for the safety and any consequence of lack of safety of the System in possession or control of the System
16. Appoint and have available a System Administrator during the entire installation process available for training, and thereafter, have a System Administrator designated who possesses the skills to properly conduct day-to-day administrative activities for the System.
17. Making domain and system administrative privileges available to Company's technicians (if applicable). If this is not possible, a Customer representative with such privileges must be available at all times during the installation, and thereafter if required by Company in order to service the System.
18. Making sure that all of the client workstations are communicating with the System's server;
19. Expeditiously communicating installation dates to any third party vendors whose cooperation is necessary to complete installation (for example, Broadband service providers, other related system vendors, etc.).
20. Expeditiously communicating Company's Interface Specifications (e.g., standard HL7 Specifications) to any third party vendors whose cooperation is necessary to complete interface testing (for example, RIS vendors) and confirming said communications to the appropriate Company representative (typically the project manager) in a timely fashion.
21. Placing service calls and requests to Company when appropriate as specified by Company or the manufacturer's then-prevailing protocols.
22. Making the System available without restriction for service in accordance with a mutually acceptable service appointment schedule.

RADON QUOTATION | 2008

Quotation, related documents and related response prepared by: Chad Wilcox, Account Representative

This is a quotation on the goods named, subject to the conditions noted herein.

To indicate customer approval as quoted and supported by related documentation, sign here, date and return:

Authorized Signature: _____ Date: _____

Title: _____

Radon Medical Imaging
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