



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

Request for Quotation

RFO NUMBER
 WEH90084

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

VENDOR

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

SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL
 454 MCDOWELL STREET
 WELCH, WV 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/17/2008				

BID OPENING DATE: 01/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		898-65		\$65,000.00
PLATINUM ONE RF-PREMIUM HIGH THROUGHPUT DIGITAL R/F SYSTEM OR EQUAL. REQUEST FOR QUOTATION TO PROVIDE ONE NEW PLATINUM ONE RF-PREMIUM HIGH THROUGHPUT DIGITAL R/F SYSTEM OR EQUAL THAT IS COMPATIBLE WITH THE MARCONI ELITE 9000/5000 R/F SYSTEM FOR THE REPLACEMENT OF THE DEFECTIVE 355441A DIGITAL SPOT SYSTEM, PER THE ATTACHED SPECIFICATIONS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 1/6/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NC						

RECEIVED
 2009 JAN 21 P 2:03
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Chal Wilcox</i>	TELEPHONE (304) 343-8933	DATE 01/21/09	
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 fee.
5. 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.
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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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VENDOR

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

SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL
 454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/17/2008				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chal Wilcox</i>	TELEPHONE (304) 343-8933	DATE 01/21/09
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TITLE SALES	FEIN 56-2143971	ADDRESS CHANGES TO BE NOTED ABOVE
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ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

PROPERTY

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

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12/17/2008				

BID OPENING DATE: 01/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----WEH90084-----						
BID OPENING DATE:-----1/22/2009-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- (304) 343-8937 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- CHAD WILCOX -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Chad Wilcox</i>	(304) 343-8933	01/21/09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
SALES	56-2143971		

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Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF
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 304-558-0067

VENDOR FOR
 *428131648 304-343-8933
 RADON MEDICAL IMAGING CORP WV
 1266 GREENBRIER ST
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SHIP TO
 HEALTH AND HUMAN RESOURCES
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0002	1	JB		898-65	0.00	- INCLUDED IN LINE 1 PRICE
				ONE YEAR PARTS AND LABOR WARRANTY		
0003	2	EA		898-65	0.00	- INCLUDED IN LINE 1 PRICE
				DAILY CLINICAL APPLICATIONS TRAINING		
0004	1	EA		898-65	0.00	- INCLUDED IN LINE 1 PRICE
				INSTALLATION FEE		
0005	1	EA		898-65	0.00	- INCLUDED IN LINE 1 PRICE
				DELIVERY FEE		
NOTE: TOTAL PRICE INCLUDES DE-INSTALLATION AND REMOVAL OF EXISTING EQUIPMENT.						
***** THIS IS THE END OF RFQ WEH90084 ***** TOTAL:						\$65,000.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chal Wilson</i>	TELEPHONE (304) 343-8933	DATE 01/21/09
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VENDOR	*428131648 304-343-8933
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	CHARLESTON WV 25311

SHIP TO	HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL
	454 MCDOWELL STREET WELCH, WV 24801
	304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/07/2009				

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: WEH90084						
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.						
ADDENDUM NO.'S:						
NO. 1 ✓ <i>CSW</i>						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Chad Wilcox</i>	TELEPHONE	(304) 343-8933	DATE	01/21/09
TITLE	SALES	FEIN	56-2143971	ADDRESS CHANGES TO BE NOTED ABOVE	

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<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: center;">  SIGNATURE RADON MEDICAL IMAGING CORPORATION - WV COMPANY 01/22/09 DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	(304) 343-8933	01/21/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
SAVES	56-2143971	

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ADDENDUM #1
WEH90084

Q.1. Please clarify if we are to quote an entire system or a spot film device only.

A.1. We only need a quote for the digital spot film device that is compatible with the Picker Elite system.

**REQUEST FOR QUOTATION
WELCH COMMUNITY HOSPITAL
RFQ # WEH90084**

GENERAL INFORMATION

Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division State for the West Virginia Department of Health and Human Resources, Bureau of Behavioral Health and Health Facilities "Agency" is soliciting Quotations to purchase one (1) new PlatinumOne RF-Premium High Throughput Digital R/F System or equal that is compatible with the Marconi Elite 9000/5000 R/F System for the replacement of the defective 355441A Digital Spot System.

Project:

The mission or purpose of the project is to purchase one (1) new PlatinumOne RF-Premium High Throughput Digital R/F System or equal that is compatible with the Marconi Elite 9000/5000 R/F System for the replacement of the defective 355441A Digital Spot System.

OPERATING ENVIRONMENT

Location:

Agency is located at Welch Community Hospital, 454 McDowell Street, Welch, WV 24801.

Background:

Welch Community Hospital is a 124 bed hospital, 59 of which are Long Term care beds. Acute care beds include: 8 Intensive care beds; 2 pediatric beds; 10 obstetrical beds and 45 medical/surgical beds. The hospital serves several counties in southern West Virginia, including McDowell, Wyoming and Mingo with a total market population of about 83,000.

The following numbers represent the typical utilization encountered by the outpatient service area of Welch Community Hospital for the 2008 fiscal year:

Emergency Room Patients – 8,250
Observation Visits – 373
Clinic Patients – 24,294
Surgeries – 327
Deliveries – 64
Laboratory Tests – 672,638

Radiology – 13,446
CAT Scans – 2,334
Ultrasound – 1,552
Mammography – 604
Respiratory Tests – 18,506
Electrocardiograms – 3,352
Admissions – 831
 Long Term Card ADC (51 Patients per day) – 94%
 Overall ADC (60 Patients per day) – 63%
Total Patient Days (18,476 Long Term Care and 4,448 Acute Care Days) –
22,924

Outpatient Services Provided Are:

Primary Care and Family Practice in a Certified Rural Health Setting
Pediatric Clinic
Newborn Care
Internal Medicine
Surgery
Emergency Room Services
Radiology Services Including:
 Diagnostic
 CAT Scan
 Ultrasound
 Mammography
EKG, Cardiac Doppler Studies, Stress Testing and Respiratory Therapy Services
Laboratory Services

PROCUREMENT SPECIFICATIONS

1.) **General Requirements:**

The mission/purpose of this project is to purchase one (1) new PlatinumOne RF-Premium High Throughput Digital R/F System or equal that is compatible with the Marconi Elite 9000/5000 R/F System for the replacement of the defective 355441A Digital Spot System.

2.) **Specifications:**

The digital spot system must include the following:

A.) Digital CCD camera system including integrated auto aperture lens, tandem mount, auto-calibration/set-up and image quality, analysis/measurement software.

B.) PC tower electronics enclosure not to exceed 19"H x 8"W x 17"D.

C.) High speed CPU.

D.) Disc drive storage, minimum of 25,000 1K x1K images.

E.) CD-ROM drive.

F.) PC keyboard and Windows compatible wheel mouse with 6 FT. cable included, additional wheel mouse or trackball with 100 FT cable for in -room applications.

G.) 18" 1280 X 1024 flat panel monochrome monitor.

H.) Easy to use, point & click graphical user interface

I.) Universal generator interface.

J.) Remote diagnostic capability.

K.) Customizable fields for faster exam set-up.

L.) Real time automatic-image optimization for optimal image quality.

M.) Expanded edge enhancement feature for incredibly sharp images.

N.) Measurement tools.

O.) Auto image optimization and hardcopy.

- P.) Background multi-tasking hardcopy capability.
- Q.) Basic Angio Feature Set: Road-mapping, Post Processing Subtraction with Pixel shift-pulsed fluoro capability.
- R.) Variable rates, generator dependant.
- S.) DICOM 3.0 network interface kit including:
1. Print class.
 2. Storage class.
 3. Query.
 4. Retrieve.
 5. Work-list.
 6. Modality perform procedure step.
 7. Storage commitment class.
- T.) 2 days clinical applications training.
- U.) Warranty- 1 year parts and labor warranty.

3.) **Method of Award**

Award will be made to vendor who meets the specifications, provides equipment that is totally compatible and equal the specifications, with the lowest cost.

4.) **Delivery, Installation, and In-service Training**

- A.) Delivery shall be within thirty (30) days after receipt of the approved purchase order. Vendor must furnish, deliver, setup and install the equipment and provide instructional training on the equipment usage and features upon delivery.
- B.) Within ten (10) days of the vendor's receipt of the approved purchase order, the selected vendor must contact the Radiology Department at Welch Community Hospital for coordination of vendor's delivery, installation and healthcare providers' in-service training.

5.) **Payment**

The Vendor shall submit invoices, in arrears, to the Facility at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Payment will be made in arrears, upon completion of delivery, installation and in-service training. State law forbids payment of invoices prior to receipt of goods or services.

WEH90084

Digital Spot System or equal for Marconi Elite 9000/5000 R/F System

COST PROPOSAL

Description
Amount

1. One (1) Digital Spot System or equal
\$ 65,000.00
2. One (1) year parts and labor warranty
\$ 0.00 - INCLUDED
3. 2 Days Clinical Applications Training
\$ 0.00 - INCLUDED
4. Installation Charge
\$ 0.00 - INCLUDED
5. Delivery Charge
\$ 0.00 - INCLUDED

Grand Total:
\$ 65,000.00

*NOTE: GRAND TOTAL ALSO INCLUDES DE-INSTALLATION
AND REMOVAL OF EXISTING EQUIPMENT.*

Award will be made to vendor who meets the specifications, provides equipment that is totally compatible and equal to the specifications, with the lowest cost.

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: RADON MEDICAL IMAGING CORPORATION - WV

Authorized Signature: Chal Wilson Date: 01/21/09

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 preceding 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 immediately preceding the date of this certification; or,
 Bidder is a 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; or,
- 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 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,
- 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 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 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,
- 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 Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 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, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

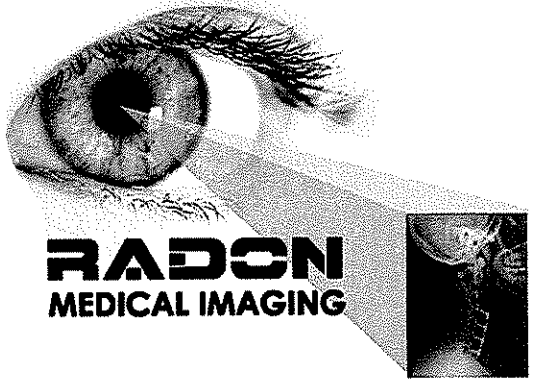
By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

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.

Bidder: RADON MEDICAL IMAGING CORPORATION-WV
CHAD WILCOX, SALES Signed: Chad Wilcox
Date: 01/21/09 Title: SALES

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RADON QUOTATION | 2008



QUOTE

Date: 01/21/09
Quote #: CW0121091
Expiration Date: 04/21/09

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

To **Roberta Wagner**
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 WEH90084 - Welch Community Hospital	Per Customer RFQ	Per Customer RFQ

Description	Qty.	Unit Price	Line Total
PlatinumOne RF - Premium High Throughput Digital R/F System Includes: - InfiMed Innovision™ Digital CCD Camera System Including Integrated Auto Aperture, Lens, Tandem Mount, AUTO-Calibration / Set-Up, and Image Quality Analysis/Measurement Software - PC Tower Electronics Enclosure: 19"H x 8"W x 17"D - High Speed CPU - Disk Drive Stores a Minimum of 25,000 1K x 1K Images - CD-ROM drive - PC Keyboard and Windows™ Compatible Wheel Mouse With 6' Cable Included - Additional Wheel Mouse or Trackball With 100' Cable for In-Room Applications - 18" 1280 x 1024 Flat Panel Monochrome Monitor - Easy to Use, "Point & Click" Graphical User Interface - Universal Generator Interface - Remote Diagnostic Capability - Customizable Fields for Faster Exam Set-Up - Real Time Automatic-Image Optimization for Optimal Image Quality - Expanded Edge Enhancement Feature for Incredibly Sharp Images - Measurement Tools - P.A.C.E.™ - AUTO Image Optimization & Hardcopy - Background Multi-Tasking Hardcopy Capability - Basic Angio Feature Set: Roadmapping, Post Processing Subtraction With Pixel Shift - Pulsed Fluoro Capability - Variable Rates, Generator Dependant DICOM 3.0 Network Interface Kit Includes: - Print Class - Storage Class - Query - Retrieve - Worklist - Modality Perform Procedure Step - Storage Commitment Class - 2 Days Clinical Applications Training Included	1	\$65,000.00	\$65,000.00

RADON QUOTATION | 2008

<p>NOTE: This quote is for the replacement of the defective (355441A Digital Spot System). This system is part of the Marconi Elite 9000/5000 R/F System, X-Ray Room 1.</p>				
<p><i>Warranty - 1 year parts and 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 \$250 per hour, \$375 per hour overtime rate and \$180 per hour travel rate. Labor and travel rates are subject to change with 30 day customer notice.</i></p> <p><i>NOTE: Price includes delivery, installation, (2) days applications and de-installation and removal of existing equipment.</i></p>				
Subtotal				\$65,000.00
Sales Tax				Invoiced as applicable
Total				\$65,000.00

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.

Standard 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 non-performance 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, State and Local regulations as may be required. (See additional details in attached Terms and Conditions Addendum).

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RADON Medical Imaging Corporation-WV
1266 Greenbrier St.
Charleston WV 25311

MASTER SALES and LICENSE AGREEMENT 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/or "Company") 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 Corporation-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.

(c) This Agreement shall also apply to all future system related capital purchases or leases of equipment, software and corresponding services by Customer from Company that may occur during the two (2) years following the Effective Date of this Agreement, unless the parties agree to execute a separate written agreement governing such transactions. Such subsequent equipment or software purchases shall not work to extend any equipment warranty or rebate program beyond the initial terms contemplated herein. There are no promises, terms, or obligations other than those contained in this Agreement. In the event Customer issues a purchase order, memorandum or instrument concerning the Equipment, the Software or the services provided under this Agreement, it is hereby expressly agreed that such purchase order, memorandum or instrument is for Customer's internal purposes only, and any and all terms and conditions contained therein, whether printed or written, shall not be binding upon the Company and shall be of no force or effect.

(d) **CERTAIN DEFINITIONS.**

All references to "**Software**" throughout this Agreement shall mean the computer software in digitally encoded machine readable "object code" form for which Customer has been granted a license pursuant to this Agreement. The term "**Documentation**" shall mean the Company's user guides or manuals for use of the Software and the documentation, if any, expressly listed elsewhere in this Agreement as being delivered to Customer under this Agreement. For purposes of this Agreement, the Equipment and the Software are collectively referred to as the "**System**."

(e) **ACCEPTANCE OF ORDERS.**

All orders for Equipment, Software or professional services are subject to Company's Credit Department approval, and shall not be considered binding unless accepted by Company. All orders for additional equipment and/or software are subject to Company's Credit Department and management review and approval.

(d) **RETURN OF GOODS.**

All items are sold without return privileges. Returns are granted in the sole and absolute discretion of Company, and returns require Company's prior written authorization. When contacting Company for return authorization, Company must be given the invoice number and date of the shipment. Except where items were damaged in transit, Company approved returns must be in clean factory packaging. All returns must be made by prepaid transportation unless otherwise specified by Company. Whole or partial credit for authorized returns will be based on the price listed on the original invoice. Approval of whole or partial credit is at the sole discretion of the Company.

2. SHIPMENT, DELIVERY, TESTING AND ACCEPTANCE.

(a) **Delivery:** When feasible, Radon Medical Imaging reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delivery dates are approximate. If Customer requests a later delivery date within 45 days of the mutually agreed scheduled delivery date, Radon Medical Imaging may, at its option, deliver the products to a storage facility designated by Customer or, if Customer fails to designate a storage facility, to a storage facility designated by Radon Medical Imaging, at Customer's expense and risk. At the time of such delivery to designated storage facility, Customer will immediately pay Radon Medical Imaging all sums which would otherwise be due upon acceptance. If Customer fails to schedule a delivery date with Radon Medical Imaging within six months after order entry, a delayed installation fee equal to 10% of the total order will be due and payable to Radon Medical Imaging upon start of the new installation schedule. It will be the Customer's responsibility to reschedule all events related to the installation of the system/product with Radon. Re-scheduling of events is subject to Radon's availability to perform the installation per the customer requested schedule. Re-scheduling will be subject to earliest availability as determined by Radon project management.

(b) **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.

(c) **TRANSPORTATION.**

All shipments will be made F.O.B. shipping point by the method Company deems most advantageous. Transportation charges will be collect, or, if prepaid, will be invoiced to Customer and are not included in the prices shown. If shipment is made at Customer's request via a method and/or carrier other than that which would normally be used, such shipments will be made F.O.B. shipping point. Title to the System shall pass upon delivery to the Customer's Location.

(d) SHIPMENT DISCREPANCIES.

Any errors in any shipment intended to be received and opened by Customer must be reported immediately upon receipt by Customer to Company's Customer Service Center. Requests for adjustments on concealed shortages involving cartons received intact must be reported to the Company Customer Service Center within five (5) working days of receipt of the shipment.

(e) Acceptance: Unless expressly provided otherwise in this agreement, Customer shall be deemed to have accepted a product delivered by Radon Medical Imaging under this agreement on the earlier of: (i) if Radon Medical Imaging installs the product, 5 days after Radon Medical Imaging notifies Customer that it has completed assembly and the product is operating substantially in accordance with OEM published performance specifications;

(ii) If Radon Medical Imaging does not install the product, 5 days after delivery of the product to Customer; or (iii) the date Customer first uses the product for patient use.

(f) SPECIAL TESTING. Any special testing or protocols required by Customer shall be indicated by the Customer as a notation on the Quotation or as a referenced attachment. All testing shall be conducted by or under the supervision of Radon Medical Imaging and a designated customer representative.

3. INSTALLATION AND SITE PREPARATION.

(a) BY RADON MEDICAL IMAGING. If the Quotation requires installation by Radon Medical Imaging, Company 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. 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 (or the OEM Radon is a dealer/reseller for) 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. Customer must follow all Radon/OEM published guidelines and requirements for equipment/system installation and installation must be performed by qualified individuals qualified per Radon/OEM standards to do so. Failure to follow the above will void equipment warranty should problems occur.

(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 and/or OEM Radon represents.

5. SOFTWARE.

(a) 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 or the Owner. 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 or the OEM Radon represents 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.

(b) SOFTWARE LICENSE:

Subject to the terms and conditions of this Agreement, Customer is granted a non-transferable, non-exclusive, perpetual license ("License") to use the Software as delivered to Customer only on the Equipment at the locations (the "Locations") where initially installed under this Agreement or on a backup system if the originally installed Equipment is inoperative and to use the Documentation solely in connection with Customer's use of the Software in accordance with this Agreement. Customer may permit the Software to be used at the Locations for the benefit of, or by, physicians and radiologists who are not employees of Customer and for the benefit of health care clinics, physician groups and other similar entities to be used by such individuals and entities; provided that in all such cases: (i) the use is only to the extent necessary to ensure

that such individuals and entities may properly perform their professional medical responsibilities to patients; (ii) Customer ensures that such non-Customer personnel comply with the terms of this Agreement with respect to maintaining confidentiality and non-disclosure of the Software; and (iii) Customer ensures that such non-Customer personnel have been trained in the operation of the Software (and if Customer requests Company to provide such training to non-Customer personnel, Company will provide such training at Company's then-current training charges). Customer shall not otherwise use the Software for third-party training, commercial time sharing, rental, service bureau use or any similar use. Company and/or Owner retains all rights, title, and interest in and to the Software. If Company and/or Owner agrees to the transfer of the Software and the license granted under this Agreement, such transfer shall be in accordance with Company's and/or Owner's then current policy. Any demonstration Software provided to Customer by Company and/or Owner at no charge ("Demonstration Software") shall be subject to this Agreement, however, such Demonstration Software shall not be utilized by Customer for clinical use, or for more than 60 days, and in no event beyond Customer's first clinical use of the System. Demonstration Software is provided "as is" without warranty of any kind, express, implied or statutory.

(c) TERMINATION OF LICENSE:

Company may terminate the License granted under this Agreement if Customer: (1) fails to perform any material obligation under this Agreement (including, but not limited to, payment terms) which is not cured within thirty (30) days after written notice of default from Company; (2) breaches any obligation under this Agreement involving Customer's license to the Software or involving the proprietary rights of Company and/or Owner; (3) ceases to do business as a going concern; or (4) has its assets assigned by law.

(d) USE RESTRICTIONS; COPYRIGHT:

Customer shall not, and shall not allow or permit its employees, representatives or agents to: (i) sell, assign, lease, sublicense, transfer or disclose to any third party, or allow any third party to use, the Software or the Documentation, except as specifically permitted pursuant to this Agreement, or (ii) copy or otherwise reproduce the Software (or any portion thereof) except as necessary for Customer's use, testing, backup and archival of the Software in accordance with the terms and conditions of this Agreement. Each such copy, whether complete or partial, shall bear the same copyright notices and restrictive legends, if any, as are included in the material delivered to Customer. All copies shall be the sole and exclusive property of Company and/or Owner and shall be subject to the terms and conditions of this Agreement.

(e) CUSTOMER SOFTWARE MODIFICATIONS:

Customer acknowledges that the System and the Software is/are or may be a medical device subject to Federal regulations. Any tampering, alteration or service (including the loading of additional software packages) without proper training, certification, and prior written authorization from Company and/or OEM Company represents could render this device unsafe and/or ineffective for its intended use. Such activities will also result in the voiding of the Equipment and/or Software's warranty and/or service maintenance agreement. If Customer causes Changes to be made to the Equipment, Software or Documentation without the prior written consent of Company and/or OEM Company represents, Customer shall indemnify and hold Company and OEM Company represents harmless against damages, costs and expenses (including, without limitation, reasonable attorney's fees and costs of suit) resulting from the defense and settlement of any claim by a third party that Customer's use of the Equipment, Software or Documentation as modified either violates or infringes any intellectual property rights of or has caused any injury or damage of any kind to such claiming party. The provisions contained in this paragraph shall survive termination or expiration of this Agreement.

(d) THIRD PARTY LICENSORS:

The license granted under this Agreement, with respect to certain software programs within the Software, may be granted under authority granted to Company by any and all third party licensors. Customer agrees that any and all third party licensor is, to the fullest extent permitted by law, a third party beneficiary of this Agreement, including without limitation, the provisions concerning confidentiality, warranty disclaimers and limitations of liability.

(e) LOSSY COMPRESSION.

In some versions of Software, Company (or Software OEM) provides an optional lossy compression algorithm for both the short-term RAID based image cache and the permanent long-term archive in the Software. Responsibility for any decision by Customer to implement lossy compression (as opposed to lossless compression, which is also available) will lie solely with the Customer. Customer acknowledges that lossy compression is irreversible and will result in the permanent destruction of image data and a loss of image quality. Customer also acknowledges that any decision as to the suitability of lossy compression for a particular image type or class of images lies solely with the Customer.

6. SPECIAL TERMS FOR "SOFTWARE ONLY" PURCHASES.

(a) If Customer licenses Software from Company on a "software only" basis, Customer shall be responsible for all hardware failures during the applicable Software warranty period, including but not limited to detection, troubleshooting, and repair. Hardware purchased separately by Customer for use with Software licensed by Customer on a "software only" basis must exactly adhere to Company's specifications. Customer may select the hardware vendor for Software licensed on a "software only" basis, provided that Company's specifications are met. Company will provide a list of pre-validated hardware vendors. If Customer chooses to utilize a hardware vendor that is not pre-validated by Company, then Customer shall pay Company an additional validation charge.

(b) "Software only" purchases require Customer to maintain a "Software-Only" Service Maintenance Agreement (or other Company service maintenance agreement) that includes upgrades and other provisions required to maintain a functionality as approved by FDA and other governmental agencies.

7. EQUIPMENT AND SOFTWARE UPGRADES.

Company assumes no responsibility for any Equipment or Software failure due to Customer's modification, upgrade, or replacement of components, equipment, or software, including but not limited to the Equipment or the Software. Customer may contract for equipment or software upgrades from Company as required, but no guarantees concerning future compatibility with configurations are contained or implied within this Agreement.

8. 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. Should Radon Medical Imaging agree to pay shipping costs through some other verbal or written agreement, notation to this effect must be clearly visible and recognizable on signed Quotation.

(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 undisputed sums which are not paid by Customer when due. If Customer shall fail to pay any undisputed amount when due or shall otherwise default, Radon Medical Imaging may, in addition to any other remedies Company 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. Customer disputed sums/payments which are later mutually agreed to be valid and owed to Radon Medical Imaging or found by a mutually approved and/or legal authority to be valid and owed to Radon Medical Imaging will be treated as afore described.

(e) **SECURITY INTEREST.** Customer grants to Radon Medical Imaging a security interest in the Products (and all products and proceeds there from) 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. Company or its representative may enter upon Customer's premises at any reasonable time upon consent of Customer to inspect the Equipment and the Software until the payments due under this Agreement have been paid in full. The Equipment remains personal property, even if attached to realty or other property, until all amounts due to Company under this Agreement have been paid in full. Once payment in full is made, Company will release the finance documents/security. If Customer fails to make payments when due, Company may take possession of the Equipment and the Software and Customer shall pay 5% per month of the aggregate payments due under this Agreement from the date of delivery of such Equipment and Software. Company may apply any payments previously made to this charge and retain any balance as liquidated damages.

9. TITLE

Title to the Products shall pass to Customer upon payment in full of all sums due under this Quotation /Agreement. Until payment in full is received by Radon Medical Imaging, the Products shall remain personal property of R Radon Medical Imaging notwithstanding the fact that the Products have been delivered or attached to the Customer's premises.

10. 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 Customer upon delivery of the Products to the Customer's premises.

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

(a) **HARDWARE WARRANTY.** Unless otherwise agreed in writing, Radon Medical Imaging only warrants to Customer, 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 11 (d), 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 or per OEM published update obligations from date of first clinical use at Customer site. Manufacturer software upgrades are included as a quotation option.

(c) **OEM Warranty Start Dates Relative to Delivery/Installation Delays Caused by Customer**

The Original Equipment Manufacturer determines the start date of hardware, software, licenses, etc. that may carry a warranty as described in the quotation. Warranties that start from date the equipment is shipped to Radon carry a reasonable time for Radon to install and for Customer to accept the product/system. Delays in installation beyond the original scheduled date which are determined to be the responsibility of the Customer will result in the product/system warranty beginning while in holding or storage (at Radon or a designated site) awaiting for the Customer to reschedule delivery and installation at the end site. Radon Medical Imaging will not be responsible for warranty starting prior to installation / acceptance or expired warranty resulting from delays or other circumstances outside of Radon's control.

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 the OEM Company represents; 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.

12. 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.

13. CHANGES IN PRODUCTS.

Radon Medical Imaging and/or OEM for which Radon is a dealer/reseller 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.

SOFTWARE CHANGES:

Improvements, modifications, alterations, derivative works and enhancements ("**Changes**") to any of the Equipment, Software or Documentation, including but not limited to those made by the Customer with authorization of Company and/or Owner, those made by Company and/or Owner at the request of the Customer, or those made by Company and/or Owner on behalf of Customer, shall be the sole and exclusive property of Company and/or Owner. Notwithstanding the foregoing, Customer remains solely responsible for any liability associated with Changes that were made without Company's and/or Owner's authorization.

14. CONFIDENTIALITY; NONDISCLOSURE.

(a.) Customer acknowledges the proprietary rights of Company and/or Owner (the OEMs represented by the Company) in and to the Equipment, Software, the Documentation, and the related computer programs, manuals, identifying symbols and other supporting material. This Agreement creates a confidential relationship between the parties, based upon which Company and OEM's represented by the Company is willing to grant related software License(s), and provide certain proprietary information and knowledge to Customer. Customer acknowledges and agrees that the use of the Software is furnished to Customer on a confidential and secret basis for the sole and exclusive use of Customer. Except as specifically agreed to in this Agreement, Customer will not use, publish, disclose or otherwise divulge to any person, except as necessary to officers and employees of Customer, at any time, either during or after the termination of this Agreement, or permit its officers or employees to so divulge any such information regarding the Equipment, Software or the Documentation, without the prior written consent of an officer of Company. Customer agrees that all diskettes, tapes and written material provided by Company to Customer and containing or relating to the Software and the Documentation

are the sole and exclusive property of Company and/or Owner. Upon termination of this Agreement or the License for any reason, Customer shall cease using the Software and the Documentation and shall at Customer's expense forthwith return to Company all copies of the Software and all of the Documentation, the user manuals, diskettes, tapes, instructions and all related materials furnished to Customer hereunder and shall destroy all copies of the Software, including computer memory or storage copies. Nothing herein shall be deemed to limit any rights of Company and/or Owner under copyright, patent or other law.

(b.) Customer shall not cause, suffer or permit the modification, enhancement, alteration, disassembly, reverse engineering or decompilation of the Equipment, the Software or the Documentation or any portion thereof, or the creation of any derivative works thereto.

(c.) Customer shall not disclose to any third party or otherwise publish any results of any benchmark tests run on the Software or the Equipment. Notwithstanding the foregoing, Customer may, with Company's and/or Owner's prior written consent, provide information about the System to third party vendors whose equipment or software interfaces with the System solely and only to the extent necessary to assist in the resolution of any instances of System downtime caused by interfaces or communication between the System and such third party hardware and software.

(d.) The provisions in this Section shall survive termination or expiration of this Agreement.

15. MEDICAL DIAGNOSIS AND TREATMENT. Customer hereby acknowledges and agrees that all clinical and medical treatment and diagnostic decisions are the responsibility of Customer and its professional healthcare providers.

16. INDEMNIFICATION

Each party agrees to indemnify the other from any and all claims, liability, loss, judgment, settlements, costs and expenses for injury or death of any person, or injury to any property, resulting from any negligent or willful act or omission of the indemnifying party, its agents, employees, servants, students, staff members, contractors with respect to obligations assumed under this Agreement.

17. NOTICES.

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed to be given as of the day such notice or request is deposited in the U.S. Mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

COMPANY: Radon Medical Imaging Corporation - WV
1266 Greenbrier Street
Charleston, WV 25311
(304) 343-8933
FAX: (304) 343-8937

18. 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 both parties.

19. Governing Law; Disputes; Limitation of Liability. The law of the State where the product is installed or the service is provided will govern any dispute between the parties. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT. Disputes (other than collection matters) arising under or relating to this agreement will be submitted to the American Arbitration Association ("AAA") office located closest to the largest metropolitan area of the State where the product is installed or the service is provided for binding arbitration in accordance with the AAA's Commercial Arbitration Rules. The cost of the arbitration, including the fees and expenses of the arbitrator, will be shared equally, with each party paying its own attorneys' fees. The arbitrator will have the authority to award damages only to the extent otherwise available under this agreement. RADON MEDICAL IMAGING (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR RADON MEDICAL IMAGING (NOR ITS REPRESENTATIVES) SHALL HAVE LIABILITY TO THE OTHER UNDER THIS AGREEMENT FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS EXCESS COSTS INCURRED, DATA LOSS OR LOST PROFITS.

20. 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.

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CUSTOMER RESPONSIBILITIES FOR PROJECT

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

1. As applicable to radiation producing equipment, submitting a Shielding design to the appropriate Federal, State, Local or other requiring Government Agency and getting approval for installation of equipment from said Agency. Approval letter from the Agency and Shielding Design must be copied to Radon Medical Imaging corporate office.
2. Ensure that all Federal, State, Local or other requiring Government Agency 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. Installing and maintaining remote connections, including communications necessary to support the System (equipment, software and all other related components) required for remote support and maintenance. If remote connections are not available at the site and system evaluation cannot be performed remotely, travel charges will occur at Radon's current rate if Radon is required to come on-site to trouble shoot or resolve a system problem.
12. The supervision, management and control of its use of the System, including but not limited to ensuring that proper controls are in place to validate data and results obtained through the use of the System.
13. 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.
14. 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.
15. 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.
 16. Assuring that, at all times, properly qualified and appropriately licensed personnel use the System in the manner specified by Company and the manufacturer.
 17. Assuming full responsibility for the safety and any consequence of lack of safety of the System in possession or control of the System
 18. 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.
 19. 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.
 20. Making sure that all of the client workstations are communicating with the System's server;
 21. 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.).
 22. 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.
 23. Placing service calls and requests to Company when appropriate as specified by Company or the manufacturer's then-prevailing protocols.
 24. Making the System available without restriction for service in accordance with a mutually acceptable service appointment schedule.

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RADON QUOTATION | 2008

Radon Medical Imaging is pleased to submit the above quotation for the products and/or services described. By signing this agreement, you acknowledge and agree that you have read and understand, and agree to be bound by the prices quoted, all of the terms and conditions stated including without limitation, referenced addendums or attachments and further subject to final approval and acceptance by Radon Medical Imaging Management on or prior to quotation expiration date.

Authorized Signature and Date below verifies acceptance of purchase agreement including all applicable sales, licensing and other agreement terms and conditions stated herein. Signatures below verify mutual acceptance.

CUSTOMER

Authorized Customer Signature

Date of Acceptance

Customer Address:

Phone: _____

RADON MEDICAL IMAGING CORPORATION WV

Authorized Radon Management Signature

Date of Acceptance

Radon Medical Imaging
1266 Greenbrier Street
Charleston, WV 25311
Phone: (304) 343-8933
Fax: (304) 343-8937
www.radonwv.com