

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

### Solicitation

NUMBER COR61701 PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF.

TARA LYLE 304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE
X-Ray Visions, Inc.
7536 Fullerton Court

Springfield VA 22153

SH-P-TO

DIVISION OF CORRECTIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED 05/28/2014

BID OPENING DATE: 06/19/2014 BID OPENING TIME 1:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING | BIDS TO PROVIDE TWO (2) COMPUTERIZED RADIOGRAPHY X-RAY DIGITIZER SYSTEM\$ FOR THE MOUNT OLIVE CORRECTIONAL COMPLEX AND THE HUTTONSVILLE CORRECTIONAL CENTER, PER THE ATTACHED SPECIFICATIONS. ATTACHMENTS INCLUDE: INSTRUCTIONS TO VENDORS SUBMITTING BIDS GENERAL TERMS AND CONDITIONS COR61701 | SPECIFICATIONS CERTIFICATION AND SIGNATURE PAGE PURCHASING AFFIDAVIT VENDOR PREFERENCE CERTIFICATE 0001 EA 898-55 2 AGFA CR15-X SINGLE PLATE SYSTEM, OR EQUAL 0002 d99-00-01-001 BA 2 SOFTWARE AND LICENSE 06/26/14 08:16:16AM West Virginia Purchasing Division SIGNATURE , TELEPHONE 703-321-8400 6/25/2014 ADDRESS CHANGES TO BE NOTED ABOVE 20-1684167 Account Executive



PODDE

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

#### Solicitation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE 304-558-2544

DIVISION OF CORRECTIONS S VARIOUS LOCALES AS INDICATED BY ORDER

RFQ COPY TYPE NAME/ADDRESS HERE

05/28 BID OPENING DA	3/2014 ATE: 06/19	/2014		BI	D OPENING T	IME 1:3	30PM
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER		PRICE	AMOUNT
003	VIDAD CIEDO			98-55		-	
	VIDAR SIERR	A - 35 F.	I DI	GITIZER, OR E	ZOAL		
004	4	EA	89	98-55			,
,	HIGH LINE G	RID					See Exhibit A, P. 24 For Details
	***** THI;	S IS TH	E END	OF RFQ COR	51701 ****	* TOTAL:	\$94,220.00
SIGNATURE	20	>		TELEPHON	F 703-321-8400	DATE	/25/2014
TITLE Account	Executive	FEIN 20-16	884167				TO BE NOTED ABOVE

#### INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

PREE	The item identified below shall apply to this Solicitation.
$\checkmark$	A pre-bid meeting will not be held prior to bid opening.
	A NON-MANDATORY PRE-BID meeting will be held at the following place and time:
	A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: June 10, 2014 at 4:00 pm

Submit Questions to: Tara Lyle, File 32

2019 Washington Street, East Charleston, WV 25305 Fax: (304) 558-4115

(Vendors should not use this fax number for bid submission)

Email: Tara.L.Lyle@wv.gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

The bid should contain considered:	the information listed	d below on the face of the envelope or the bid may not be
	SEALED BID:	
	BUYER:	Divison of Corrections
	SOLICITATION	NO.: COR61701
	BID OPENING DA	ATE: 6/26/2014
	BID OPENING TI	ME:1:30pm
	FAX NUMBER:	703-321-8844
Division at the address	nal cost proposal plus shown above. Addition	equest for proposal, the Vendor shall submit one original N/A convenience copies of each to the Purchasing sonally, the Vendor should identify the bid type as either a bid envelope submitted in response to a request for
	BID TYPE: X	Technical Cost
identified below on the	e date and time listed ualification. For purp	sponse to this Solicitation will be opened at the location below. Delivery of a bid after the bid opening date and time poses of this Solicitation, a bid is considered delivered when sion time clock.
Bid Opening Da	ate and Time: June 1	9, 2014 at 1:30 pm
Bid Opening Lo		Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130
ADDENDUM ACKN	OWLEDGEMENT.	Changes or revisions to this Colisitation will be and I

- 8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

7.

#### **GENERAL TERMS AND CONDITIONS:**

- CONTRACTUAL AGREEMENT: Issuance of a Purchase Order signed by the Purchasing Division
  Director, or his designee, and approved as to form by the Attorney General's office constitutes
  acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's
  signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions
  contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3.		TRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in dance with the category that has been identified as applicable to this Contract below:
		Term Contract
		Initial Contract Term: This Contract becomes effective on
		and extends for a period of year(s).
		Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not to exceed months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.
		Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.
		Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
	$\checkmark$	One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
		Other: See attached.
4.	receiv	ICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon ing notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, ly executed Purchase Order will be considered notice to proceed
5.		NTITIES: The quantities required under this Contract shall be determined in accordance are category that has been identified as applicable to this Contract below.
Revised	05/27/2014	<b>Open End Contract:</b> Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

		specifications included herewith.			
	$\checkmark$	Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.			
	$\checkmark$	One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.			
6.	elsewh provis	CING: The pricing set forth herein is firm for the life of the Contract, unless specified there within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment ions in its bid, without an express authorization from the State in the Solicitation to do so, may in bid disqualification.			
7.	to pure Contra Emergi increas Purcha Vendo	EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.			
8.		<b>TIRED DOCUMENTS:</b> All of the items checked below must be provided to the Purchasing on by the Vendor as specified below.			
		BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.			
		PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.			
		<b>LABOR/MATERIAL PAYMENT BOND:</b> The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.			
	In lieu	of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may			

provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and

delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a

Revised 05/27/2014

Service: The scope of the service to be provided will be more clearly defined in the

	mance and labor/material payment bond will only be allowed for projects under \$100,000. nal or business checks are not acceptable.
	MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
$\checkmark$	WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
$\checkmark$	<b>INSURANCE:</b> The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
	Commercial General Liability Insurance:  \$250,000.00  Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
	The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.
	LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of an y additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation

- during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.

- The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE: On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <a href="http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx">http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx</a>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 30. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 32. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or Revised 05/27/2014

- maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency, (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

#### 38. [RESERVED]

- 39. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.
- 40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all

Revised 05/27/2014

goods and services.

- 45. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 46. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder.

Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

shall provide the Agency and/or the Purchasing Division with

the fol	lowing reports identified by a checked box below:
$\checkmark$	Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
	Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at <u>purchasing.requisitions@wv.gov</u> .

50. REPORTS:

Vendor

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Revised 05/27/2014 Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference.

If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

#### **SPECIFICATIONS**

- 1. PUPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of Division of Corrections to establish a contract for the one time purchase of two (2) Computerized Radiography X-ray Systems.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1. "Contract Item" means Computerized Radiography X-ray System as defined in section 3.
  - 2.2. "Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
  - 2.3. "CR" means computerized radiography which utilizes image plates with various types of phosphor material, which is housed in traditional cassettes.
  - 2.4. "LPI" means lines per inch.
  - 2.5. " $\mu$ m" means a unit of length equivalent to a millionth of a meter. 1 micron = 1  $\mu$ m =  $10^{-6}$  m.
  - 2.6. "pixel" means a minute area of illumination on a display screen, one of many from which an image is composed.
  - 2.7. "RAID" means Redundant Arrays of Inexpensive Disks.
  - 2.8. "MP" means Megapixel which is a measurement of the resolution capability.
  - 2.9. "DICOM" means the Digital Imaging and Communications in Medicine (DICOM) standard for distributing and viewing any kind of medical image regardless of the origin. It is a universal standard for medical imaging.
  - 2.10. "DVD" means Digital Versalite Disc, or Digital Video Disc.
  - 2.11. "CD" means Compact Disc.
  - **2.12.** "RFQ" means the official request for quotation published by the Purchasing Division and identified as COR61701.

#### 3. GENERAL REQUIREMENTS:

**3.1. Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

#### 3.1.1. X-ray Digitizer System

- **3.1.1.1.** AGFA CR 15-X Single Plate System or equal. System includes the following:
  - 3.1.1.1.1. CR 15-X digitizer.
  - 3.1.1.1.2. NX 8600 HP 8300 RAID 1 PC WIN 7.
  - 3.1.1.1.3. Standard Quality Wide Touch Monitor & Keyboard.
  - **3.1.1.1.4.** Three (3) CR MD 1.0 (35 x 43 cm) Cassette and Plate Set.
  - 3.1.1.1.5. Three (3) CR MD 1.0 (24 x 30 cm) Cassette and Plate Set.
  - **3.1.1.1.6.** MUSICA II Genrad Image Processing software.

#### 3.1.2. Genesis OmniVue Version 3.1 software and license, or equal.

- **3.1.2.1.** The Agency will provide the Personal Computer that the Vendor will install the Genesis OmniVue, or equal software on.
- 3.1.3. If bidding an alternate CR X-ray digitizing system, Vendor must clearly identify alternative unit, and provide manufacturer's specifications, industry literature, or any other relevant documentation that demonstrates the alternative meets the following mandatory requirements.
  - **3.1.3.1.** System viewing software shall permit a range of editing options to include flip, rotate, arbitrary rotate, zoom, pan, and inversion.
  - **3.1.3.2.** Provide for image archiving to DVD, CD, and RAID.
  - **3.1.3.3.** Provide a CR system capable of processing a minimum of 60 plates per hour @ 200 μm pixel.
  - **3.1.3.4.** System must be capable of creating multiple patients DICOM CD/DVD with auto-run viewer.

- **3.1.3.5.** System must support multiple cassette sizes to include:
  - 3.1.3.5.1. 15 x 30 cm cassette.
  - 3.1.3.5.2. 18 x 24 cm cassette.
  - **3.1.3.5.3.** 24 x 30 cm cassette.
  - **3.1.3.5.4.** 35 x 43 cm cassette.
- **3.1.3.6.** Power supply shall be AC 115/120V, 60 Hz.
- 3.1.4. Vidar SIERRA-SS Film Digitizer, or equal.
  - 3.1.4.1. Shall support film sizes from 7" to 14" wide and 7" to 17" long.
  - **3.1.4.2.** Shall support film thicknesses from a minimum of 0.006" to 0.008"
  - 3.1.4.3. Shall have a minimum scan rate of 50 lines per second.
  - 3.1.4.4. Geometric accuracy shall be better than 1% or 2 pixels.

#### 3.1.5. High Line Grid

- 3.1.5.1. At both Mount Olive Correction Complex and Huttonsville Correctional Center, the x-ray table and wall stand have stationary grids. With the upgrade to CR we need replacement highline grids at a minimum of 178 LPI. The existing cabinets are Midwest standard grid cabinets with 103 LPI, 10:1 ratio, 17" x 17".
- **3.1.6.** Vendor shall setup and install the equipment at the facilities. This shall be included in the Unit Price.
- **3.1.7.** Vendor shall provide applications training for the system. This shall be included in the Unit Price.
- **3.1.8.** All items shall be new, so that they have the full manufacturer's warranty available to them. Used or refurbished products will not be accepted.
- 3.1.9. Warranty: Vendor shall provide a minimum of 1 year parts and labor warranty.

# REQUEST FOR QUOTATION COR61701 - Computerized Radiography X-ray System

#### 4. CONTRACT AWARD:

- **4.1. Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2. Pricing Page: Vendor should complete the Pricing Page by entering the Unit Price for each item on the Pricing Page. Multiply the Unit Price by the Quantity to determine the Extended Amount. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

#### 5. PAYMENT:

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

#### 6. DELIVERY AND RETURN:

**6.1. Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within thirty (30) working days after receiving a purchase order or notice to proceed.

One (1) CR X-ray Digitizer System will be delivered to, setup and installed at:

Mount Olive Correctional Complex

Attn: Theresa Gregory 1 Mountainside Way Mt. Olive, WV 25185

One (1) CR X-ray Digitizer System will be delivered to, setup and installed at:

Huttonsville Correctional Center

Attn: Pam Hughes Route US 219/250 South Huttonsville, WV 26273

# REQUEST FOR QUOTATION COR61701 - Computerized Radiography X-ray System

- **6.2.** Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
  - Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- **6.3. Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4. Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5. Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

#### **Pricing Page**

Item #	Description	Model/Brand	Quantity	Unit Price *	Extended Amount
211	AGFA CR 15-X Single Plate System , or equal	Konica Minolta Sigma 60 Image Pilot Up to 60 (14x17) plates an hour at 175micron	2 ea	\$29,970.00	\$59,940.00
10.700000000000000000000000000000000000	Genesis OmniVue Version 3.1 software and license, or equal	See above. Image Pilot includes image storage, DICOM send, imaging tools. Stores up to 25,000 14x17 sized images. Unlimited manual storage.	2 ea	N/A	N/A
3.1.4	Vidar SIERRA-SS Film Digitizer, or equal	Vidar Sierra Advantage - Single Sheet Film Digitizer, General Radiography License, Workstation PC & Monitor	2 ea	\$15,640.00	\$31,280.00
3.1.5	3.1.5 High Line Grid Soyee 215lpi grid, 10:1 ratio		4 ea	\$750.00	\$3,000.00
				TOTAL COST:	\$94,220.00

<sup>\*</sup> Unit Price shall be the total price paid by the Division of Corrections and must include all shipping, setup, installation and training charges.

One Unit will be delivered to the Mt. Olive Correctional Complex, and the second Unit will be delivered to the Huttonsburg Correctional Center. Addresses are listed in Section 6.1 of this RFQ.

Bidder/V	endor	Information:
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Bluder/ Vendor informatio	duel/ venuor information.		
Name: X-Ray V	isions, Inc.		
Physical Address:	7536 Fullerton Court, Springfield VA 22153		
Remit to Address			
Telephone: 703	3-321-8400		
Fax: 703-321-88	344		
Email Address: 0	corey.kinder@xrayvisions.net		
Vendor Represen	stative (print name): Corey Kinder		
Authorized Signat	Authorized Signature:		
Date: 6/25/2014			

### **CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

X-Ray Visions, Inc.		
(Company)	***************************************	
Ca		
(Authorized Signature)		
Corey Kinder, Accou	nt Executive	
(Representative Name,	Title)	
304-410-4399		
(Phone Number)	(Fax Number)	
6/25/14		
(Date)		******

	000026
RFQ No.	

#### STATE OF WEST VIRGINIA Purchasing Division

## **PURCHASING AFFIDAVIT**

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

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

#### **DEFINITIONS:**

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:
Vendor's Name: X-Ray Visions Inc.
Authorized Signature: Date: 6/25/2014
State of WEST VIRGINIA
County of KANAWHA , to-wit:
Taken, subscribed, and sworn to before me this Selfay of JUNE, 2014.
My Commission expires NOV, ZI , 2022.
AFFIX SEAL HERE NOTARY PUBLIC MAN
Official Seal Notary Public, State of West Virginia

William J Knowles
The UPS Store
5312 MacCorkle Ave SW
South Charleston WV 25309
My commission expires November 21, 2022

## State of West Virginia

## **VENDOR PREFERENCE CERTIFICATE**

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

1.	Application is made for 2.5% vendor prefere Bidder is an individual resident vendor and has reing the date of this certification; or,	nce for the	e reason chec inuously in Wes	ked: at Virginia for four (4) years immediately	y preced-
	Bidder is a partnership, association or corporation business continuously in West Virginia for four (4 ownership interest of Bidder is held by another in maintained its headquarters or principal place of preceding the date of this certification; or, Bidder is a nonresident vendor which has an affilia	of business	mediately precent artnership, asso	eding the date of this certification; or 80 ciation or corporation resident vendor n West Virginia for four (4) years imm	0% of the who has nediately
_	years immediately preceding the date of this cert	tification; o	e of business v r,	othin West Virginia continuously for the	e four (4)
2.	Application is made for 2.5% vendor preferer Bidder is a resident vendor who certifies that, downking on the project being bid are residents of Vimmediately preceding submission of this bid; or	uring the lif Nest Virgin	to of the contro	ot on account at 1 1 7000 and	iployees vo years
3.	Application is made for 2.5% vendor preferer Bidder is a nonresident vendor employing a mini affiliate or subsidiary which maintains its headque minimum of one hundred state residents who ceremployees or Bidder's affiliate's or subsidiary's expendituously for the two years immediately precedents.	imum of or uarters or partifies that,	ne hundred state principal place during the life of are residents	e residents or is a nonresident vendor of business within West Virginia emp of the contract, on average at least 75	loying a
4.	Application is made for 5% vendor preference Bidder meets either the requirement of both subditional s	e for the r	asean chacks	4.	
5.	Application is made for 3.5% vendor preferent Bidder is an individual resident vendor who is a vete and has resided in West Virginia continuously for submitted; or,	nce who is	a veteran for	the reason checked:	
6.	Application is made for 3.5% vendor preferent Bidder is a resident vendor who is a veteran of the purposes of producing or distributing the commodic continuously over the entire term of the project, or residents of West Virginia who have resided in the	e United St ities or com	ates armed for pleting the proj	ces, the reserves or the National Guar ect which is the subject of the vendor's	
<i>/</i> .	Application is made for preference as a non- dance with West Virginia Code §5A-3-59 and I Bidder has been or expects to be approved prior to and minority-owned business.	resident s	small, women	and minority-owned business, in	
against s	nderstands if the Secretary of Revenue determine nents for such preference, the Secretary may order such Bidder in an amount not to exceed 5% of the b ted from any unpaid balance on the contract or pur	r the Direct	for of Purchasin	- das (a) l t tl -   1 1   1   1	
By subm authorize he requi	ission of this certificate, Bidder agrees to disclose as the Department of Revenue to disclose to the Dire red business taxes, provided that such information by the Tax Commissioner to be confidential.	any reaso	nably requeste		
	enalty of law for false swearing (West Virginia urate in all respects; and that if a contract is is during the term of the contract, Bidder will no	of palies	Midder and if	midhing contained with to the	is true ificate
Bidder:_	X-Ray Visions, Inc.	Signed:		is inflictingly.	
Date:	6/25/2014	Title:	Account Exe	cutive	



DODZEN

WV PURCHASING ACA SECT Fax 304-558-4115 DIMIN 15 AAA IN AIRIC

Jun 17 2014 09:16am P001/005

COR61701

ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE

304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE X-Ray Visions, Inc. 7536 Fullerton Court

Springfield VA 22153

Department of Administration

Purchasing Division 2019 Washington Street East

Post Office Box 50130 Charleston, WV 25305-0130

20 70

DIVISION OF CORRECTIONS VARIOUS LOCALES AS INDICATED BY ORDER

D6/16/2014  BID DPENING TIME 01:30PM  LINE OUANTITY UOP CAT MC MEMANUMBER UNIT PRICE AMOUNT  ADDENDUM NO. 2  SEE ATTACHED PAGES. END OF ADDENDUM NO. 2  BA 898-55  AGFA CR15-X SINGLE PLATE SYSTEM, OR EQUAL  ******* THIS IS THE END OF RFQ COR61701 ***********************************	
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SIGNATURE 703-321-8400 PATE 6/25/2014	
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000002

## SOLICITATION NUMBER: COR61701

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as COR61701 ("Solicitation") to reflect the change(s) identified and described below.

[ ]	Modify bid opening date and time
[ ]	Modify specifications of product or service being sought
[X]	Attachment of vendor questions and responses
[ ]	Attachment of pre-bid sign-in sheet
[ ]	Correction of error
[ ]	Other

#### Description of Modification to Solicitation:

Applicable Addendum Category:

- 1. The bid opening remains 06/26/2014 at 1:30 pm.
- 2. Responses to vendor questions attached.

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

#### Terms and Conditions:

- All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

#### ATTACHMENT A

#### Questions:

- Q1: For insurance it says apparent successful vendor shall furnish proof of Commercial General Liability Insurance prior to contract. Is this something we provide as soon as we find out it we get the contract?
- A1: Yes. If you are the apparent successful bidder, the Purchasing Division will send a letter requesting the documentation.
- Q2: What is the size of the existing table and wall grids you would like to replace?
- A2: The existing table and wall grids have Midwest standard grid cabinets with 163 LPI, 10:1 ratio, 17" x 17".
- Q3: On number 3.1.2 Genesis OmniVuew Version 3.1 Software & License, or equal, is the software for acquisition or archiving as a PACS?
- A3: It is used as an archive image management system.
- Q4: Section 3.1.3.3 says Provide a CR system capable of processing a minimum of 60 plates per hour @ 200 μm pixel. Can you please verify the cassette size used in the 60 plate per hour through-put rating?
- A4: The cassette size used is 24 x 30 cm.
- Q5: Section 3.1.2 says Genesis OmniVue Version 3.1 software and license, or equal. What is the OmniVue storage capacity? Does system include backup storage? If so, what is backup storage capacity?
- A5: Capacity is 1,000 exams or 10,000 images. It does have a manual backup storage which is unlimited.
- Q6a: Section 3.1.4 says Vidar SIERRA-SS Film Digitizer, or equal. What acquisition software will run/power digitizer? (note: As currently listed in 3.1.4 the scanner is a standalone and does not have a way to initiate scan or store/transmit images to PACS and/or radiologist.)
- A6a: Software that will run digitizer, Clinical Express v5. Digitizer needs to come complete with software and workstation hardware.

Q6b: What is the full model name of digitizer? (note: Vidar has produced several versions of the Sierra line)

A6b: Vidar SIERRA Advantage SS Film Digitizer. Single-sheet film feeder supporting film sizes from 7" to 14" W and 7" to 17" L.

Q6c: What is the film feed requirement?

A6c: Performance: Density range 0.02 - 3.6 OD, scan rate of >50 lines/second, geometric accuracy better than 1% or 2 pixels in both axes, 16 bit data acquisition is mapped to 12-bit and 8-bit grayscale output, nominal resolution 1K x 1.25K, 2K x 2.5K, and 4K x 5K for 14" x 17" film.

#### Other Information:

- 1. No additional questions will be accepted on this RFQ.
- 2. The bid opening remains on June 26, 2014 at 1:30 pm.

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: COR61701

000005

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

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the

necessary revisions to my proposal, plans and/or specification, etc.					
		Numbers Received: ox next to each addendum recei	ivec	i)	
[	]	Addendum No. 1		]	Addendum No. 6
[ >	( ]	Addendum No. 2	[	]	Addendum No. 7
[	]	Addendum No. 3	[	]	Addendum No. 8
E .	Posses, 1	Addendum No. 4	1	]	Addendum No. 9
f	]	Addendum No. 5		]	Addendum No. 10
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.					
X-Ray Visions, Inc.					
Company					
	Authorized Signature				
	6/25/2014				
	Date				

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



#### Quotation 00000074

Department of Administration, Purchasing Division

**Prepared For** 

#COR61701,

Divison of Corrections
Various Locales As Indicated by Bid
N/A, WV

Prepared By

Corey Kinder
Account Executive
(304) 410-4399
corey.kinder@xrayvisions.net

June 25, 2014





Bill To:

Department of Administration, Purchasing Division 2019 Washington St East Charleston, WV 25305 Ship To:

Department of Administration, Purchasing Division Various Locales As Indicated by Bid N/A, WV

Prepared By: Corey Kinder Prepared For: #COR61701

### LINE ITEMS

Quantity	Product Code	Product Description	Sales Price	Total Price
2.00	GRID-10-215-72	Grid 10:1, 215LPI, 72 in FD, 18x18 Size	\$750.00	\$1,500.00
2.00	GRID-10-215-40	Grid 10:1, 215LPI, 40 in FD, 18x18 Size	\$750.00	\$1,500.00
	The control of the co		Subtota	ıl: \$3,000.00
2.00	5902034	ImagePilot Sigma 60	\$23,920.00	\$47,840.00
2.00	5902416	Additional Modality License for ImagePilot	\$1,130.00	\$2,260.00
4.00	5908114CP	REGIUS Sigma Cass/Plate 14X17"	\$1,030.00	\$4,120.00
6.00	5908110CP	REGIUS Sigma Cass/Plate 10X12"	\$610.00	\$3,660.00
2.00	5908114CP	REGIUS Sigma Cass/Plate 14X17"	\$1,030.00	\$2,060.00
KONIC	A CR [BM-0140]		Subtotal	: \$59,940.00
2.00	E2014H	Dell 20" monitor display	\$115.00	\$230.00
2.00	DELL-OPT7010-01	Dell Optiplex 7010 Small Form Factor Desktop Workstation	\$1,245.00	\$2,490.00
2.00	14048	Vidar Sierra Advantage SS Film Digitizer	\$10,000.00	\$20,000.00
2.00	4618	USB 2.0 Cable A male to B male	\$15.00	\$30.00
2.00	4043	US110 Volt power cord	\$15.00	\$30.00
2.00	13042	General Radiography License (DICOM)	\$3,750.00	\$7,500.00
2.00	19206	ClinicalExpress v5.x software for WINDOWS	\$500.00	\$1,000.00
VIDAR	Digitizer [BM-0142]		Subtotal	: \$31,280.00

## **QUOTE TOTALS**

Total Price \$94,220.00

Prices valid 60 days. Page 2 of 8



## **NOTES**

**INSTALLATION:** This price includes Installation & In-service Training. Applications may be additional.

**WARRANTY**: One (1) Year Parts and Labor Warranty. Labor to be performed during Normal Work Hours M-F, 800AM - 500PM.

FREIGHT: FOB-Destination Prepaid & Add.

**SALES TAX**: Added when applicable. Documentation required for Tax-exempt.

CREDIT CARD: Payments over \$1,500 will be assessed a 2.5% processing fee.

**ESTIMATED DELIVERY:** Allow 4-6 weeks for delivery. Subject to availability.

Freight INCLUDED.

Prices valid 60 days. Page 3 of 8



#### DETAILED PRODUCT DESCRIPTION

Below are the detailed descriptions of the product line items included in this proposal:

GRID-10-215-72 Grid 10:1, 215LPI, 72 in FD, 18x18 Size

GRID-10-215-40 Grid 10:1, 215LPI, 40 in FD, 18x18 Size

#### 5902034 ImagePilot Sigma 60

The ImagePilot Sigma 60 are targeted for Private Practice Clinics with moderate imaging volume requirements. They include Konica Minolta's newest generation tabletop CR with AutoPilot Image Processing that dramatically simplifies CR image acquisition to a push of a button. ImagePilot is an integrated system that combines patient registration, CR image acquisition, clinical review, and image storage in one easy to use and maintain system. The ImagePilot Sigma 60 system consists of the REGIUS Sigma II CR Reader and the ImagePilot Imaging Station (desktop version) and comes with the following features:

- o Patient Registration
- o CR Acquisition with AutoPilot Image Processing
- o Diagnostic Image Review with Annotation and Measurement tools
- o Image Manipulation Tools including Window-Level settings
- o Export Images DICOM or JPG to disk or CD/DVD with DICOM Viewer (PDI)
- o Windows Paper Printing
- o Compare with prior exams
- o Advanced Search for reviewing past exams
- o Long term storage capability and expandability
- o One DICOM Store license i.e. to remote PACS or off-site archive
- o Simple Note Tool
- o DVD Backup Tool (for ImagePilot patient record restore)
- o ImagePilot Worklist Toolkit includes DICOM MWL and Study Mapping tool
- o Two Additional Client Licenses

System Details:

REGIUS Sigma II Computed Radiography Reader

- o Up to 60 plates per hour (14x17")
- o User operated cassette release mechanism to remove jammed plate
- o User operated optical unit cleaner for cleaning CR optics and maintaining image quality ImagePilot Imaging Station - Desktop Workstation
- o HP z220 Intel i3-3220, 4GB RAM, CD/DVD RW, Windows 7 (32-bit)
- o 500 GB HDD sufficient to hold from about 25,000 (14x17) to 75,000 (8x10) images
- o 19" HP LCD color monitor

5902416 Additional Modality License for ImagePilot

5908114CP REGIUS Sigma Cass/Plate 14X17"

5908110CP REGIUS Sigma Cass/Plate 10X12"

E2014H Dell 20" monitor display

DELL-OPT7010-01 Dell Optiplex 7010 Small Form Factor Desktop Workstation

#### 14048 Vidar Sierra Advantage SS Film Digitizer

Offers the lowest cost solution with full ACR Standard diagnostic image quality, includes wall mount capability. Performance: Density range 0.02 - 3.6 OD, scan rate of >50 lines/second, geometric accuracy better than 1% or 2 pixels in both axes, 16 bit data acquisition is mapped to 12-bit and 8-bit grayscale output, nominal resolution 1K x 1.25K, 2K x 2.5K, and 4K x 5K for 14" x 17" film.

Prices valid 60 days. Page 4 of 8



#### QUOTE 00000074

Film Sizes: Width: 7" to 14" (17.8cm to 35.6cm)

Length: 7" to 17" (17.8cm to 43.2cm) up to 51" (130cm) can be accommodated in single film mode

Thickness: 0.006" to 0.008"

Film Feeder: Single sheet standard; 10-sheet feeder optional "Light Box" loading: head-up, normal reading, left

justified

Film sizes up to 14"x17" (35.6cm x 43.2cm)

Illuminator: LED Illuminator

Detector: Solid-state, next-generation High Definition CCD (HD-CCD)

Dimensions: Footprint: 19" W x 13.30" D Overall: 19" W x 13.30" D x 37.65" H

Weight: 21.5 lbs

Power Requirements: Voltage: 100-240 Vac Frequency: 50-60 Hz Power: 48 Watts

#### 4618 USB 2.0 Cable A male to B male

#### 4043 US110 Volt power cord

#### 13042 General Radiography License (DICOM)

For DiagnosticPRO Advantage and SIERRA Advantage digitizers only.

Provides DICOM SCU (storage class user) services for digitization of films, creation of DICOM 3.0 image files, and communication of DICOM images over networks to other DICOM 3.0 compliant products.

Price includes one software license, user's manual, and a one-year warranty on the software.

(Film Digitizer, P.C. hardware and installation are not included.)

ClinicalExpress v2.x and above allows utilization of the new USB-II interface for all Advantage Film Digitizers as well as the standard SCSI interface on with the previously offered SIERRA plus unit.

Also Includes:

Printed CT/MR Film Segmentation Function DICOM Digital Print/Film Duplication Function

#### 19206 ClinicalExpress v5.x software for WINDOWS

ClinicalExpress v5.x is compatible with Windows 7, Vista & XP operating systems.

Prices valid 60 days.



#### **TERMS & CONDITIONS**

The following are the specific terms of this proposal with the responsibilities of each party noted.

#### 1) GENERAL

For the purpose of clarity this proposal uses the term "Seller" to denote X-Ray Visions Company, Inc and "Purchaser" to denote the entity purchasing the equipment identified in this proposal. This quotation supersedes all prior quotations submitted by the Seller and, unless otherwise modified or withdrawn, shall remain valid for a period of Sixty (60) days from date of submission to Purchaser. Upon execution by Purchaser, the quotation shall be deemed to be the Purchaser's order to purchase the equipment and related materials described herein (the "Equipment") exclusively on the following terms and conditions.

#### 2) ACCEPTANCE BY SELLER

Purchaser's order shall not become a binding contract to furnish the Equipment described herein unless and until accepted by an authorized representative of the Seller. Seller's acceptance is expressly made conditional upon Purchaser's assent to the original terms and conditions contained herein and upon the exclusion of any different or additional terms and conditions stated by Purchaser in connection herewith unless otherwise accepted in writing by seller.

#### 3) PRICES AND TERMS OF PAYMENT

Unless otherwise provided, prices stated are cash prices, FOB Destination - Freight Prepaid and Add. All federal, state and local taxes arising out of the sale of the Equipment except income taxes and transportation charges for delivery to installation site, shall be separately stated in Seller's invoice, and shall be paid by Purchaser in addition to the quoted price

#### Terms of payment shall be:

30% of total purchase price upon acceptance by Purchaser,

60% of the total purchase price upon delivery to warehouse, customer site, or designated storage facility, 10% of the total purchase price upon installation and availability of first use.

Financing: Terms of payment may be met using a lease or other 3rd party financing option provided a Purchase Order.

Credit Card Payment: Credit card payments over \$1,500 will be assessed a 2.5% processing fee.

- A) Multiple Rooms If this quotation covers equipment for more than one system, room, suite or location, for purposes of payment in accordance with payment terms stated on the face hereon, each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly.
- B) Deferred Delivery by Customer When delivery of the Equipment is delayed at the request of the Purchaser and the manufacture of the Equipment has been completed, the Equipment will be placed in storage by Seller at the appropriate public warehouse at the Purchaser's expense and Seller will immediately invoice the Purchaser for the balance due. When delivery of Equipment is delayed at Purchaser's request prior to shipment and prior to commencement of manufacture of the Equipment, the price quoted herein is subject to revision to the price in effect for the revised delivery date.

Prices valid 60 days. Page 6 of 8

#### QUOTE 00000074



#### 4) TERMINATION

In the event it becomes necessary for Purchaser to cancel order, same may be accomplished at no charge providing that no non-cancelable material acquisition and/or equipment fabrication has taken place by Seller. Any non-recoverable cost incurred by Seller as a result of said cancellation shall be borne by Purchaser upon invoice submittal from Seller.

#### 5) MODIFICATION OF EQUIPMENT

Seller shall have the right to modify the design and/or method of manufacture of the Equipment purchases hereunder without notice to Purchaser if, in the judgment of the Seller, such modification does not materially and adversely affect the performance of such Equipment.

#### 6) INSTALLATION

If requested by Purchaser, Seller agrees to install all Equipment purchased hereunder and connect same to existing power, network, and/or plumbing lines at no additional charge to Purchaser, except that Purchaser agrees to pay overtime premium for any labor performed beyond Seller's normal work hours. Normal work hours are 800 am to 500 pm. Monday through Friday, except holidays. All necessary labor and materials for electrical wiring, networking, shielding, plumbing, carpentry, plastering, painting or other site preparation shall be supplied by Purchaser, at Purchaser's expense, prior to installation and connection of the Equipment by Seller. Purchaser shall arrange for or provide free access by Seller to the installation site and if required by Seller, space for safe storage of Seller's tools, test equipment and other materials used in connection therewith. Purchaser shall obtain all permits and licenses required by any Federal, state or local authorities in connection with the installation and operation of the Equipment and shall bear any expense in obtaining same or in complying with any related rules, regulations, ordinances and statutes. Notwithstanding any estimated delivery and installation dates stated herein, Seller assumes no responsibility for loss or damage of any nature arising out of or in connection with delays in delivery and/or installation of any portion of the Equipment. In the event delivery and/or installation of any part of the Equipment is delayed or interrupted because of strike, slowdown or other labor dispute involving trade unions having jurisdiction or claiming to have jurisdiction over Purchaser's premises, Purchaser acknowledges that the herein quoted price includes no provisions for additional costs associated with said labor disputes and that in such occurrences, seller shall be responsible for only supervision of such delivery and/or installation.

#### 7) WARRANTY

Warranty time period is specified on the face of the quote. All equipment covered by said warranty will be warranted from their invoice date as follows: Any part proving defective will be repaired or replaced free of charge and any labor during normal working hours of seller required to perform repair will be free of charge unless otherwise specified on face of quote. Normal work hours are 800 am to 500 pm. Monday through Friday, except holidays. This warranty does not apply to any parts damaged by accident, misuse, neglect, or shipping damage on the part of the buyer and is void if service is performed by persons other than seller. This warranty is not transferable to a new owner unless authorized by seller in writing.

#### 8) EQUIPMENT OPERATION

Purchaser agrees that all X-Ray Equipment purchased hereunder shall be operated exclusively by duly qualified technicians and/or licensed physicians in a safe and reasonable manner in accordance with Seller's written instructions and for the purpose for which the Equipment was intended and, further, in compliance with the standards of the National Institute of Standards and the Department of Health and Human Services, as revised from time to time. Purchaser agrees to indemnify and hold Seller and Seller's officers, directors and employees harmless from and against all claims, demands, actions, causes of action, judgments and costs including reasonable attorney's fees, arising out of or in connection with the operation of the Equipment by Purchaser unless caused by Seller's negligence.

Prices valid 60 days. Page 7 of 8



#### 9) SECURITY INTEREST AND RISK OF LOSS

Seller hereby reserves a security interest in and to the Equipment purchased hereunder until full payment of the purchase price has been received Until Seller has received full payment hereunder, should Purchaser fail to pay Seller any sums or sums when due, or remove all or any part of the Equipment from Purchaser's premises, or if Purchaser shall sell, lease, transfer or otherwise part with the possession of, or mortgage, or permit any lien of encumbrance to the placed on all or any part of the Equipment, or if Purchaser becomes Insolvent or makes an assignment for the benefits of creditors, or if a petition of Bankruptcy is filed by or against Purchaser, then to the extent permitted by law. Seller shall have the right to enter into the premises where the Equipment may be found and take possession thereof without further proceeding or prior notice to Purchaser. Seller may, in addition, exercise any or all of the rights and remedies given to sellers with respect to default by purchasers under the Uniform Commercial Code of the State where the Equipment may be found. Seller is authorized to file a financing statement in connection with this order and Purchaser agrees to execute such statement when requested by Seller. Should litigation be commenced by Seller in connection with this order, Purchaser shall pay Seller's reasonable fees and costs in connection therewith. Notwithstanding, the foregoing title and risk of loss and/or damage to the Equipment shall pass to purchaser upon delivery of Equipment by Seller to a common carrier or to Purchaser if not delivered to a common carrier.

#### 10) ENTIRE AGREEMENT / LAW GOVERNING

This order contains the entire agreement of the parties and may not be modified unless in writing and executed by Purchaser and by Seller's authorized representative. Except as otherwise provided, this order shall be governed by and its provisions interpreted under the laws of the Commonwealth of Virginia.

#### QUOTE ACCEPTANCE INFORMATION

Account Name:	Department of Administration, Purchasing Division	Company Name:	X-ray Visions, Inc.
Print Name:	-	Print Name:	
Signature:		Signature:	
Title:		Title:	
Date:		Date:	

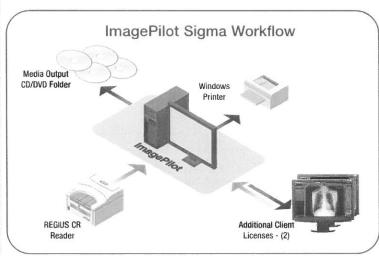
Please send signed quotes to sales@xrayvisions.net or fax 703-321-8844. Thanks!



## ImagePilot Sigma - entry level, all-in-one

The All-In-One tabletop digital radiography solution configured for small, low volume private practice healthcare providers who want the simplest transition to digital and the ability to expand.





#### Standard ImagePilot Features:

- All-In-One Design—Easiest for the staff to learn.
   Reduces IT support requirements.
- AutoPilot—Automatic image processing for unsurpassed consistency in image quality.
- Simplified Image Acquisition—Single click workflow increases productivity.
- Same User Interface At Every Workstation—learn only one system.
- Easy-To-Use And Feature Rich Viewing Screen—Image adjustments, annotations, measurements, inputs and outputs, customizable for basic to advanced users.

#### ImagePilot Sigma Highlights:

- Throughput—25,45 or 60 cassettes per hour.
- · Lightweight, Durable cassettes.
- Distribute Workflow with Multiple Users—Two additional licenses depending on model.
- Export Patient Images to CD—Better than film for transportability and viewing.



## **ImagePilot Sigma Features and Specifications**

Hardware Components			
Imaging Station	ImagePilot Sigma	ImagePilot Sigma ACQ	ImagePilot Sigma Mobile
Server Platform	Desktop	Desktop	Laptop
Hard Drive Capacity	500GB (1x500GB)	500GB (1x500GB)	320GB (1x320GB)
RAM	4GB	4GB	4GB
Display Options	19" LCD or 23" Eizo Multi-Touch	19" LCD	15.6" Built-in
UPS for Imaging Station	Optional	Optional	Optional
REGIUS CR Reader Throughput (14x17 cassettes per hour)	REGIUS Sigma or Sigma II 25, 45, or 60	REGIUS Sigma or Sigma II 45 or 60	REGIUS Sigma
	23, 43, 01 60	45 01 60	45 or 60
Backup/Extended Storage			
DVD Backup Tool-For Disaster Recovery	V	Optional	V
Backup NAS, 2TB or 4TB RAID 5	Optional	Optional	Optional
Extended Storage NAS, 2TB or 4TB RAID 5	Optional	Optional	Optional
Software Features			
Patient Registration			
Manual - data entry	V	V	٧
Automatic-Worklist Toolkit (includes DICOM MWL)	V	V	٧
	V	V	V
Image Input			
AutoPilot Image Processing for CR Image Acquisition	V	V	V
Import images from CD/DVD,USB/ folder-DICOM/JEPG	Optional	Optional	V
Additional DICOM Modality Acquisition	Optional	Optional	Optional
Image Review Tools			
View, Annotate, Measure	٧	V	٧
Report Tool (requires office)	Optional	Optional	Optional
Simple Note Tool	, V	V	V
Image Output			
Export images to CD/DVD w/DICOM viewer or to folder	V	V	٧
Multi-patient Export to CD/DVD or files	Optional	Optional	Optional
Print - Windows Printing	٧	Optional	V
DICOM Print (first target)	Optional	Optional	Optional
DICOM Store PACS (first target)	V	V	V
Distributed Workflow	***************************************		
Concurrent Users (including server)	3	1	1
Max # of authorized client computers	19	19	19
Remote Viewing (IP client with compressed previews)	V	Optional	Optional
Advanced Connectivity			
Worklist Toolkit - DICOM MWL	٧	V	V
DICOM Query Retrieve (SCP or SCU)	Optional	Optional	Optional
EMR Integration (i.e. HL7)	Optional	Optional	Optional

Features and Specifications are subject to change without notice.

Minimum Specifications for ImagePilot Client PCs:-Computer: Pentium IV 2.66GHz, 2GB RAM, 160GB, CD/DVD RW. Display: Minimum resolution of 1280x1024. OS: Windows XP PRO SP2 or SP3, Vista, Windows 7 (32 or 64 bit)

Note: Increased PC specifications may be recommended when other software applications are also in use on the same PC. Antivirus software is recommended but should be set in accordance to Konica Minolta's Antivirus Policy and Installation Guidelines for optimum performance.



KONICA MINOLTA MEDICAL IMAGING USA, INC. 411 NEWARK POMPTON TURNPIKE WAYNE, NJ 07470

TEL: (973) 633-1500 FAX: (973) 633-0562 WEBSITE: medical.konicaminolta.us

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KMMI-IP\_Sigma2 8/2012

## **REGIUS SIGMA Specifications**

Cassette size	14"×17" / 14"×14" / 11"×14" / 10"×12" / 8"×10" / 18×24cm / 24×30cm / 15×30cm
Sampling Pitch	2Types: 87.5µm / 175µm
Maximum Resolution	4,020×4,892 (14"×17" , 87.5μm )
Digital Gradation Level	4096 levels (12bit)
Processing Capability	Up to 45 plates / hour (14"×17" / 175μm)
Slots	Insertion / ejection slot × 1
Outer Dimensions/Weight	W510×D610×H355mm / Approximately 28kg
Power Consumption	100VA max during operation: 20VA when not in use.
Operating Conditions	Temperature : 10-30°C Humidity: 15-80%RH (No Condensation)
Readable Cassette	REGIUS CASSETTE RC-300 14"×17", 14"×14", 11"×14", 10"×12", 8"×10", 24×30cm, 18×24cm, 15×30cm
Readable Plate	REGIUS PLATE FP-1S 14"×17", 14"×14", 11"×14", 10"×12", 8"×10", 24x30cm, 18×24cm, 15×30cm

04XRAYVIS

#### ACORD.

## CERTIFICATE OF LIABILITY INSURANCE

Client#: 1176925

DATE (MM/DD/YYYY) 4/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T Insurance Services, Inc. 414 Gallimore Dairy Road	CONTACT NAME: PHONE (A/C, No, Ext): 888 743-2217  F-MAIL ADDRESS:  FAX (A/C, No): 8888279861				
Suite F Greensboro, NC 27409	INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Property Casualty Co	NAIC # 25674			
Diversified Medical Services, Inc. A Division of X-Ray Visions, Inc.; 7536 Fullerton Ct Springfield, VA 22153	INSURER B: Sentinel Insurance Company, Ltd INSURER C: Noetic Specialty Insurance Comp INSURER D: INSURER E: INSURER F:	11000 17400			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR	TYPE OF INSURANCE		ADDL SUBF	SUBR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY				ZPP13S1700513I6		100000000000000000000000000000000000000	EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	CLAIMS-MADE X OCCUR			MED EXP (Any one person)				\$10,000	
								PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGF	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	POLICY	PRO- JECT	LOC						\$
	AUTOMOBIL	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO ALL OWNED SCHEDULED AUTOS AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
									\$
Α	X UMBRE	LLA LIAB	X OCCUR		ZUP13S1702913I6	06/27/2013	06/27/2014	EACH OCCURRENCE	\$1,000,000
	EXCES	SLIAB	CLAIMS-MADE					AGGREGATE	\$1,000,000
	DED X RETENTION \$10000							\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			14WECCM4916	06/27/2013	06/27/2014	X WC STATU- TORY LIMITS ER		
			N/A				E.L. EACH ACCIDENT	\$1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000	
;	Products &			N12VA380004	06/27/2013	06/27/2014	4,000,000 per Occ		
Completed Ops						4,000,000 Agg			
	Liability							10,000/50,000 Ret.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Atlach ACORD 101, Additional Remarks Schedule, if more space is required)

Addtional Named Insured:

Diversified Medical Services, Inc., A Division of X-Ray Visions, Inc.

\*\* Workers Comp Information \*\*

Other States Coverage

CERTIFICATE HOLDER	CANCELLATION
X-Ray Visions Inc 7536 Fullerton Court Springfield, VA 22153	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Lish M. Grauer