



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

State of West Virginia
Request for Quotation
 26 - Medical

Proc Folder: 299037

Doc Description: ADDENDUM 1 UNIT DOSAGE PACKER

Proc Type: Central Contract - Fixed Amt


Date Issued	Solicitation Closes	Solicitation No	Version
2017-04-10	2017-04-20 13:30:00	CRFQ 0613 VNF1700000007	2

ID RECEIVING LOCATION
 BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR
 Vendor Name, Address and Telephone Number:
 PEARSON MEDICAL TECHNOLOGIES, LLC 2804
 NORTH BOLTON AVENUE
 ALEXANDRIA, LA 71303
 PHONE: (318) 619-1129 FAX: (318) 473-2879

04/19/17 09:59:37
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER
 Beverly L Ruppert
 (304) 626-1600
 beverly.l.ruppert@wv.gov

Signature X  Opal Andrus Johnson
 FEIN # 72-1330960
 DATE April 17, 2017

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

DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV26301 US		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Dosage Packer Unit	1.00000	EA	\$23,408.00	\$23,408.00

Comm Code	Manufacturer	Specification	Model #
42192600	Pearson Medical Technologies, LLC	Unit Dose Packager	iPack Rx

Extended Description : iPack[®] Rx: Table-Top unit dose strip packager includes "No Crush" Technology, Bar Code Verifier, Pill Drop Sensor, 4 package lengths, and Built-In Computer featuring wireless networking ability. IntelliCount[®] Automated Universal Tablet/Capsule Feeder. iPack[®] Rx Calcium Carbonate Disc "Turns Disc." m:Print[®] Premium Bar Code Labeling Software. Monitor, wireless keyboard, and wireless mouse. Anti-Microbial 2-D Bar Code Reader. Uninterrupted Power Supply. Zebra GK420t Printer. Starter supply kits. **SEE ATTACHED QUOTATION FOR ADDITIONAL ITEM DESCRIPTIONS.**

DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV26301 US		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Annual On-Site Visit	1.00000	EA	\$2,995.00	\$2,995.00

Comm Code	Manufacturer	Specification	Model #
42192600			

Extended Description : iPack[®] Rx Premium Customer Support Agreement w/Annual On-Site Technician Visit: includes updates to m:Print[®] NDC, image, and tAlMAN databases, unlimited telephone support, 100% part replacement, iPack[®] Rx loaner program, remote login support, and annual on-site technician service call for unit maintenance and refresher training. Additional on-site technician service calls available at discounted rate. CSA/SLA period begins upon completion of installation. Not available to customers in Hawaii/Alaska. **SEE ATTACHED CUSTOMER SERVICE AGREEMENT / SOFTWARE LICENSE AGREEMENT FOR ADDITIONAL DETAILS.**

DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV26301 US		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Training	1.00000	EA	Included in Installation and Delivery	

Comm Code	Manufacturer	Specification	Model #
42192600			

Extended Description : Includes on-site installation and 1 day of training by PMT Installation Technician. Required with IntelliCount® Feeder/Optional without IntelliCount® feeder. Price excludes Hawaii and Alaska.
all specs are as " or equal"

DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Delivery and Installation	1.00000	EA	\$2,970.00	\$2,970.00

Comm Code	Manufacturer	Specification	Model #
42192600			

Extended Description : iPack® Rx Installation: Includes on-site installation and 1 day of training by PMT Installation Technician. Required with IntelliCount® Feeder/Optional without IntelliCount® feeder. Price excludes Hawaii and Alaska. iPack® Rx Delivery: Shipping is standard freight. If specialized shipment of equipment is requested, additional charges will apply.

DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Year 1 Maintenance	1.00000	EA	\$2,995.00	\$2,995.00

Comm Code	Manufacturer	Specification	Model #
42192600			

Extended Description : iPack® Rx Premium Customer Support Agreement w/Annual On-Site Technician Visit: includes updates to m:Print® NDC, image, and tallMAN databases, unlimited telephone support, 100% part replacement, iPack® Rx loaner program, remote login support, and annual on-site technician service call for unit maintenance and refresher training. Additional on-site technician service calls available at discounted rate. CSA/SLA period begins upon completion of installation. Not available to customers in Hawaii/Alaska. **SEE ATTACHED CUSTOMER SERVICE AGREEMENT / SOFTWARE LICENSE AGREEMENT FOR ADDITIONAL DETAILS.**

DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Year 2 Maintenance	1.00000	EA	\$2,995.00	\$2,995.00

Comm Code	Manufacturer	Specification	Model #
42192600			

Extended Description : iPack[®] Rx Premium Customer Support Agreement w/Annual On-Site Technician Visit: includes updates to m:Print[®] NDC, image, and tallMAN databases, unlimited telephone support, 100% part replacement, iPack[®] Rx loaner program, remote login support, and annual on-site technician service call for unit maintenance and refresher training. Additional on-site technician service calls available at discounted rate. CSA/SLA period begins upon completion of installation. Not available to customers in Hawaii/Alaska. **SEE ATTACHED CUSTOMER SERVICE AGREEMENT / SOFTWARE LICENSE AGREEMENT FOR ADDITIONAL DETAILS.**

DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Year 3 Maintenance	1.00000	EA	\$2,995.00	\$2,995.00

Comm Code	Manufacturer	Specification	Model #
42192600			

Extended Description : iPack[®] Rx Premium Customer Support Agreement w/Annual On-Site Technician Visit: includes updates to m:Print[®] NDC, image, and tallMAN databases, unlimited telephone support, 100% part replacement, iPack[®] Rx loaner program, remote login support, and annual on-site technician service call for unit maintenance and refresher training. Additional on-site technician service calls available at discounted rate. CSA/SLA period begins upon completion of installation. Not available to customers in Hawaii/Alaska. **SEE ATTACHED CUSTOMER SERVICE AGREEMENT / SOFTWARE LICENSE AGREEMENT FOR ADDITIONAL DETAILS.**

DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Year 4 Maintenance	1.00000	EA	\$2,995.00	\$2,995.00

Comm Code	Manufacturer	Specification	Model #
42192600			

Extended Description : iPack[®] Rx Premium Customer Support Agreement w/Annual On-Site Technician Visit includes updates to m:Print[®] NDC, image, and tallMAN databases, unlimited telephone support, 100% part replacement, iPack[®] Rx loaner program, remote login support, and annual on-site technician service call for unit maintenance and refresher training. Additional on-site technician service calls available at discounted rate. CSA/SLA period begins upon completion of installation. Not available to customers in Hawaii/Alaska. **SEE ATTACHED CUSTOMER SERVICE AGREEMENT / SOFTWARE LICENSE AGREEMENT FOR ADDITIONAL DETAILS.**

TABLE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2017-04-07

VNF1700000007	Document Phase Final	Document Description ADDENDUM 1 UNIT DOSAGE PACKER	Page 6 of 6
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Vendor Documents Attached:

Statement of Sole Source Manufacturer
Quotation - April 17, 2017
Customer Support Agreement (Draft)
Software License Agreement (Draft)

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

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

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: April 7, 2017 at 4:00 PM EST

Submit Questions to: Crystal Rink-Senior Buyer

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Crystal.G.Rink@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Crystal Rink
SOLICITATION NO.: CRFQ VNF1700000007
BID OPENING DATE: April 20, 2017
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: April 20, 2017 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ 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 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.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within thirty (30) working days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional four (4) successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed forty-eight (48) months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. 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 a 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.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancellation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

n/a

for na

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

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

23. 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.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. 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.

28. 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.

29. 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.

30. 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.

31. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

32. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. 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.

37. 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.

38. 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.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

41. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

42. 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.

43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

 Vice President of Marketing and Sales
(Name, Title)

Opal Andrus Johnson Vice President of Marketing and Sales
(Printed Name and Title)


2804 North Bolton Avenue, Alexandria, LA 71303
(Address)

Phone: (318) 619-1129, ext. 152 Fax: (318) 473-2879
(Phone Number) / (Fax Number)

sales@pearsonmedical.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Pearson Medical Technologies, LLC
(Company)

 Opal Andrus Johnson - Vice President of Marketing and Sales
(Authorized Signature) (Representative Name, Title)

Opal Andrus Johnson - Vice President of Marketing and Sales
(Printed Name and Title of Authorized Representative)

April 17, 2017
(Date)

Phone: (318) 619-1129 x 116 Fax: (318) 473-2879
(Phone Number) (Fax Number)

SOLICITATION NUMBER: CRFQ VNF1700000007

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To provide answers to vendor questions

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

Terms and Conditions:

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

ATTACHMENT A

CRFQ VNF1700000007
ADDENDUM 1
QUESTION/ANSWERS
IPACK UNIT DOSE PACKAGER OR EQUAL

Does the unit require:

Q1. An IntelliCount® Automated Universal Tablet/Capsule Feeder

A1. Yes, per 3.1.1.6 Packager must have IntelliCount Automated Universal Tablet/Capsule Feeder or equal. This feeder must be able to be unattended while packaging medicines.

Q2. An internal bar code verifier

A2. Yes, per 3.1.1.3 Table Top Unit Dose Packager must include Barcode Verifier. The Bar Code Verifier must scan and verify bar code on every package to eliminate errors.

Q3. A pill drop sensor

A3. Yes, per 3.1.1.4 Table Top Unit dose packager must include Pill Drop Sensor. Pill Drop Sensor must prevent having missed or empty packagers.

Q4. A built-in computer

A4. Yes, with software described in other questions.

Q5. A wireless keyboard, wireless mouse, and/or monitor

A5. Yes, a keyboard, mouse and monitor shall be provided.

Q6. No crush technology

A6. Yes, per 3.1.1.2 Table Top Unit Dose Packager Must include "No Crush" technology. The "No Crush" Technology must guarantee no crushed pills in the unit dose packages.

Q7. A bar code reader that can scan 2D and Linear bar codes, Linear bar codes, or no bar code scanner at all?

A7. Yes, per 3.1.1.9 Unit Dose packager must include the m:Print Premium Bar code label Printing Software with Gold Standard drug database and drug image database or equal. The m:Print Premium or equal must be a stand-alone software and have the ability to label all medications the pharmacy. The gold Star Drug database and drug image database or equal must contain a minimum of 130,000 records of pharmacy drugs and their information/images.

Q8. Label printer(s)

A8. Yes, per 3.1.1.7 Table Top Unit Dose Package must come with a Thermal Printer. This printer shall print a minimum of 500 labels a day. Print speed shall be 4" per second as a minimum and 6" per second as a maximum.

Q9. If the unit requires label printer(s), does the unit require any specific label(s), such as flag labels?

A9. yes, Thermal Labels

CONTINUED TO PAGE 2

PAGE 2

QUESTIONS/ANSWERS

IPACK UNIT DOSE PACKAGER OR EQUAL

Q10. A Customer Maintenance Agreement that is a maintenance agreement which includes on-site annual service calls?

A10.

*Vendor shall perform annual on-site technician visits to the WV VNF for maintenance to the Table Top Unit Dose packager. These visits shall be for a minimum of one eight-hour work day.

*Vendor shall provide unlimited telephone support to the WV VNF 24 hours a day 365 days a year. Emergency phone contact shall be given the facility for after hour contact.

*Vendor shall provide unlimited remote login support to the WV VNF 24 hours a day 365 days a year. Emergency Phone Contact must be given to the facility for after hour contact.

*Vendor shall provide a warranty on the Table Top Unit dose packager and all its components and software. This warranty shall provide 100% parts replacement and a loaner machine if WV VNF's machine must leave building for any repairs/updates. This warranty must be for a minimum of two years. This warranty shall begin at the completion and acceptance of the installation.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: VNF1700000007

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Pearson Medical Technologies

Company



Opal Andrus Johnson

Authorized Signature

April 17, 2017

Date

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

Revised 6/8/2012

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF1700000007

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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Pearson Medical Technologies, LLC

Company



Opal Andrus Johnson

Authorized Signature

April 17, 2017

Date

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

**REQUEST FOR QUOTATION
CRFQ VNF170000007
Unit Dose Packager**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Veterans Nursing Facility to establish a contract for the one time purchase of an iPack RX unit dose packager or Equal.
- 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”** iPack RX Unit Dose packager or Equal as more fully described by these specifications.
 - 2.2 “Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division..
- 3. GENERAL REQUIREMENTS:**
 - 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 iPack RX Unit Dose Packager or Equal**
 - 3.1.1.1** Table Top Unit dose Strip packager must be a maximum of 40”X14”X18” and a minimum of 36”X 14”X15”.
 - 3.1.1.2** Table Top Unit Dose Packager must include “No Crush” technology. The “No crush” Technology must guarantee no crushed pills in the unit dose packages.
 - 3.1.1.3** Table Top Unit Dose Packager must include Bar Code Verifier. The Bar code Verifier must scan and verify bar code on every package to eliminate errors.
 - 3.1.1.4** Table Top Unit dose Packager must include Pill Drop Sensor. Pill Drop Sensor must prevent having missed or empty packages.

REQUEST FOR QUOTATION
CRFQ VNF170000007
Unit Dose Packager

3.1.1.5 Table Top Unit Dose package must come with 4 package sizes. Machine must be able to operate with no tools to change package sizes. The 4 package sized would be 1.25", 1/43", 1.67", and 2/0".

3.1.1.6 Packager must have IntelliCount Automated Universal Tablet/Capsule Feeder or equal. This feeder must be able to be unattended while packaging medicines.

3.1.1.7 Table Top Unit Dose Package must come with a Thermal Printer. This printer shall print a minimum of 500 labels a day. Print Speed shall be 4" per second as a minimum and 6" per second as a maximum.

3.1.1.8 Vendor shall provide a Utility Table. Table shall be a maximum of 40"X14"X18" and a minimum of 36"X14"X15".

3.1.1.9 Unit Dose Packager must include the m:Print Premium Bar code label Printing Software with Gold Standard drug database and drug image database or equal. The m:print Premium or equal must be a stand-alone software and have the ability to label all medications in the pharmacy. The Gold Star Drug database and drug image database or equal must contain a minimum of 130,000 records of pharmacy drugs and their information/images.

REQUEST FOR QUOTATION
CRFQ VNF170000007
Unit Dose Packager

3.1.2 Customer Support/On-site Technician Visits:

- 3.1.2.1** Vendor must perform annual on-site technician visits to the WV Veterans Nursing Facility for maintenance to the Table Top Unit Dose Packager. These visits shall be for a minimum of one eight (8) hour work day. Hours would be from 8 am to 4 pm Monday - Friday.
- 3.1.2.2** Vendor shall provide unlimited telephone support to the WV Veterans Nursing Facility 24 hours a day 365 days a year. Emergency phone contact must be given to the facility for after hour contact.
- 3.1.2.3** Vendor shall provide unlimited remote login support to the WV Veterans Nursing Facility 24 hours a day 365 days a year. Emergency Phone contact must be given to the facility for after hour contact.
- 3.1.2.4** Vendor shall provide a warranty on the Table Top Unit dose packager and all of its components and software. This warranty shall provide 100% parts replacement and a loaner machine if WV Veterans Nursing Facility's machine must leave building for any repairs/updates. This warranty must be for a minimum of two years. This warranty shall begin at the completion and acceptance of the installation.
- 3.1.2.5** Vendor shall have installation completed within 30 working days of receiving the Purchase Order.
- 3.1.2.6** Vendor shall provide onsite training at time of installation. Vendor shall return in one year for one annual onsite refresher training. The training sessions will be for one eight (8) hour work day, 8 am - 4 pm Monday - Friday. This will be to train all new employees, update the information for present employees and answer questions of all employees.

**REQUEST FOR QUOTATION
CRFQ VNF1700000007
Unit Dose Packager**

3.1.2.7 Vendor shall perform annual on-site technician visits to the WV Veterans Nursing Facility to provide updates for the m:Print software or equal and drug information database update.

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 commodity line. 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 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at One Freedoms Way Clarksburg, WV 26301.

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.

REQUEST FOR QUOTATION
CRFQ VNF1700000007
Unit Dose Packager

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.

7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.

**REQUEST FOR QUOTATION
CRFQ VNF1700000007
Unit Dose Packager**

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

Exhibit A Pricing Page

CRFQ VNF170000007	
iPack Unit Dose Packager or Equal	
Item Description	Price
Dosage Packer Unit	\$ 23,408.00
Annual On-Site Visit	\$ 2,995.00
Training	\$ Included with Installation
Delivery and Installation	\$ 2,970.00
Year 1 Maintenance	\$ 2,995.00
Year 2 Maintenance	\$ 2,995.00
Year 3 Maintenance	\$ 2,995.00
Year 4 Maintenance	\$ 2,995.00
Total Bid Amount	\$ 41,353.40

Bidder/Vendor Information	Pearson Medical Technologies
Name	Joshua Day - Pharmacy Automation Consultant
Address	2804 North Bolton Avenue, Alexandria, LA
Phone	71303 318-619-1129, ext. 152
Fax	318-473-2879
Email	sales@pearsonmedical.com
Signature	

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 preference for the reason checked:**
N/A Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
N/A Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
N/A Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% vendor preference for the reason checked:**
N/A Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% vendor preference for the reason checked:**
N/A Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 3% vendor preference for the reason checked:**
N/A Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
N/A Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
N/A Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code §5A-3-5B* and *West Virginia Code of State Rules*.**
N/A Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

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

Under penalty of law for false swearing (*West Virginia Code, §61-5-3*), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Pearson Medical Technologies, LLC

Signed:  Opal Andrus Johnson

Date: April 17, 2017

Title: Vice President of Marketing and Sales

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 § 23-20-2, 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 exceeds 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: Pearson Medical Technologies, LLC

Authorized Signature:  Date: April 17, 2017

Opal Andrus Johnson

State of Louisiana

County of Rapides, to-wit:

Taken, subscribed, and sworn to before me this 17th day of April, 2017.

My Commission expires life, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC



Proprietary and Sole Source Manufacturer Confirmation Statement

To whom this may concern:


This will serve as official confirmation by **PEARSON MEDICAL TECHNOLOGIES, LLC**, a Louisiana Limited Liability Company, organized and existing under the laws of the State of Louisiana, (hereinafter referred to as "PMT") to:

The following statements are true and correct:

1. Pearson Medical Technologies, LLC is the proprietary and sole source manufacturer of the **intelliPack® 2 Automated Unit Dose Packager ("IP2")**; the **intelliCount® Automated Universal Tablet/Capsule Feeder ("intelliCount®")**; the **iPack® Rx Unit Dose Packaging System ("iPack® Rx")**; and **m:Print® Bar Code Labeling Software (m:Print®)**, collectively hereinafter referred to as "**Products**".
2. Pearson Medical Technologies, LLC holds multiple US Patents on the items named above in paragraph 1.
3. Pearson Medical Technologies, LLC is the only authorized party to perform service and/or maintenance on the **IP2**; the **intelliCount®**; the **iPack® Rx**; and **m:Print®**.

This statement shall remain valid until further written notice is published by Pearson Medical Technologies, LLC.

PEARSON MEDICAL TECHNOLOGIES, LLC


Opal Andrus Johnson
Vice President, Marketing & Sales
April 06, 2017

Bill To:

Amber Rock
Pharmacist
West Virginia Veterans Nursing Home
1 FREEDOMS WAY
Clarksburg, WV 26301
Phone: 304-626-1600
Email: amber.l.rock@wv.gov

Ship To:

Amber Rock
Pharmacist
West Virginia Veterans Nursing Home
1 FREEDOMS WAY
Clarksburg, WV 26301
Phone: 304-626-1600
Email: amber.l.rock@wv.gov

Item #	Description	Qty	Price	Total
iPack Rx-BIC	iPack® Rx: Table-Top unit dose strip packager includes "No Crush" Technology, Bar Code Verifier, Pill Drop Sensor, 4 package lengths, and Built-In Computer featuring wireless networking ability. Does not include monitor, keyboard, or mouse.	1	\$14,850.00	\$14,850.00
RxUDFR	intelliCount® Automated Universal Tablet/Capsule Feeder. Optional	1	\$6,900.00	\$6,900.00
PMT-100-1155	iPack® Rx Calcium Carbonate Disc "Turns Disc". The calcium carbonate disc is an optional, additional pill disc designed to specifically package flat, circular pills such as many brands of calcium carbonate chewables. Optional	1	\$125.00	\$125.00
200230	m:Print® Premium Bar Code Labeling Software with a third party drug database, drug image database, and tallMAN lettering database, as applicable. Operates iPack® Rx and prints labels for auxiliary printers.	1	\$1,395.00	\$1,395.00
MKM-001	Monitor, wireless keyboard, and wireless mouse. Optional	1	\$500.00	\$500.00
BS2D	Anti-Microbial 2-D Bar Code Reader. Optional	1	\$410.00	\$410.00
X-UPS70	UPS-1000VA/600W, 120v Tower, AVR, Smart LCD Display with Automatic Voltage Regulation, User Manual, shutdown software, and full 3 year warranty on electronics and battery U.S. included in box. Optional	1	\$395.00	\$395.00
ZGK420t	Zebra GK420t Thermal Transfer/Direct Thermal Printer. Optional	1	\$550.00	\$550.00
SK-S-Z-4LABELS	Includes 1 roll of each: clearTag® Labels, 1.25" x 0.5" TT White Labels, 1.5" x 0.75" TT White Labels, 1.75" x 1.0 TT White Labels, 2.5" x 1.0" DT White Labels, 2.5" x 1.0" TT Pink Labels, 2.5" x 244' TT Ribbon, 4.3" x 244' TT Resin Ribbon for clearTag® labels.	1	\$125.00	\$125.00
SKiPRx-2	iPack® Rx Starter Supply Kit includes 1 case (6 rolls) each of 2 inch Amber cello and 2 inch Paper/Foil.	1	\$570.00	\$570.00
iPRx-IC-A	iPack® Rx Premium Customer Support Agreement w/Annual On-Site Technician Visit: includes updates to m:Print® NDC, image, and tallMAN databases, unlimited telephone support, 100% part replacement, iPack® Rx loaner program, remote login support, and annual on-site technician service call for unit maintenance and refresher training. Additional on-site technician service calls available at discounted rate. CSA/SLA period begins upon completion of installation. Not available to customers in Hawaii/Alaska.	5	\$2,995.00	\$14,975.00
IF-iPackRx	iPack® Rx Installation: Includes on-site installation and 1 day of training by PMT Installation Technician. Required with intelliCount® Feeder/Optional without intelliCount® feeder. Price excludes Hawaii and Alaska.	1	\$2,395.00	\$2,395.00
D-iPackRx	iPack® Rx Delivery: Shipping is standard freight. If specialized shipment of equipment is requested, additional charges will apply.	1	\$575.00	\$575.00

EXPIRATION DATE: 7/17/2017

REVISED DATE: 4/17/2017

ORIGINAL DATE: 11/23/2015

Consultant: Joshua Day

Phone: (318) 619-1129 ext. 116

Email: jday@pearsonmedical.com

Bill To:

Amber Rock
 Pharmacist
 West Virginia Veterans Nursing Home
 1 FREEDOMS WAY
 Clarksburg, WV 26301
 Phone: 304-626-1600
 Email: amber.l.rock@wv.gov

Ship To:

Amber Rock
 Pharmacist
 West Virginia Veterans Nursing Home
 1 FREEDOMS WAY
 Clarksburg, WV 26301
 Phone: 304-626-1600
 Email: amber.l.rock@wv.gov

Item #	Description	Qty	Price	Total
50030	Discount for iPack Rx w-intelliCount Government	1	(\$2,411.60)	(\$2,411.60)
			Total:	\$41,353.40

Electrical: 110 v; 12 amps. An uninterrupted power supply is recommended. Space: A minimum area of 65"H x 52"L x 18"D is required for optimal operating conditions.

Terms:

- 1) Quote is in US dollars and is valid for period specified above.
- 2) Taxes are not included in quote. It is the responsibility of all companies to pay all applicable state and local taxes unless a certificate of exemption is provided.
- 3) A deposit of 50% of the total purchase order amount is due within 15 days of PMT's receipt of purchase order; a payment of 35% of the total purchase order amount is due prior to shipment to Customer; the balance is due 30 days after installation. Customer will receive a 2% cash discount for full payment within 10 days of PMT's receipt of Purchase Order. A late charge of 1.5% per month will be assessed for any payments past due.
- 4) Delivery lead time is 12 to 14 weeks after PMT receives P.O. and deposit.
- 5) If specialized or expedited shipment is requested, additional charges will apply.
- 6) Customer Support and Software License Agreement period begins upon completion of installation.

QUOTE APPROVAL: _____
 SIGNATURE TYPE OR PRINT DATE

QUOTE APPROVAL: _____
 SIGNATURE TYPE OR PRINT DATE

ACCEPTED BY PMT: _____
 SIGNATURE TYPE OR PRINT DATE

Customer Support Agreement

THIS EQUIPMENT CUSTOMER SUPPORT AGREEMENT (the "Agreement") is entered into by and between **PEARSON MEDICAL TECHNOLOGIES, LLC**, a Louisiana Limited Liability Company, organized and existing under the laws of the State of Louisiana, (hereinafter referred to as "**PMT**") and _____ **CENTER** (hereinafter referred to as "**LICENSEE**"), a company organized and existing under the laws of the State of _____.

BACKGROUND. This equipment Agreement is valid and effective for the purchase of one or more of the following products ("Licensed Equipment"):

- **iPack® Rx Unit Dose Packaging System ("iPack® Rx")**
- **intelliCount® Automated Universal Tablet/Capsule Feeder ("intelliCount®")**
- **IP128APS/IP256APS Automated Packaging System, ("IP128APS/IP256APS")**
- **iPack® T60 Unit Dose Blister Packager ("iPack® T60")**

The provisions in this Agreement supplement the terms and conditions in the **SOFTWARE LICENSE AGREEMENT** (hereinafter referred to as the "**SLA**") attached hereto between **PMT** and **LICENSEE**. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the **SLA**.

The **iPack® Rx** (both with and without the **intelliCount®**) is designed and intended to be used only for the packaging and labeling of approved oral solid pharmaceutical products (*prescription medicine, over-the-counter medicines, and vitamins or other nutritional supplements*) or other approved medical products in a licensed pharmacy or other properly duly licensed packaging facility operated in accordance with manufacturer's operating instructions. Liquid medications may not be packaged using the **iPack® Rx** and/or the **intelliCount®**.

The **IP128APS/IP256APS** is designed and intended to be used only for the packaging and labeling of approved oral solid pharmaceutical products (*prescription medicine, over-the-counter medicines, and vitamins or other nutritional supplements*) or other approved medical products in a licensed pharmacy or other properly duly licensed packaging facility operated in accordance with manufacturer's operating instructions. Liquid medications may not be packaged using the **IP128APS/IP256APS**.

The **iPack® T60** is designed and intended to be used for the packaging and labeling of approved oral solid or approved liquid pharmaceutical products (*prescription medicine, over-the-counter medicines, and vitamins or other nutritional supplements*) or other approved medical products in a licensed pharmacy or other properly duly licensed packaging facility operated in accordance with manufacturer's operating instructions.

NOW, THEREFORE, in consideration of the premises set forth above and the mutual covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Support Services:** During the Term (as defined herein) of this Agreement, **PMT** will furnish the support services and related services ("Services") for the Licensed Equipment as hereinafter described in Section 3 below for each type of Licensed Equipment.
2. **Products Covered:** As used in this Agreement, the term "System" or "Systems" shall mean **PMT**-branded hardware that is sold as new, in a standard configuration at the time of purchase for the following equipment: **iPack® Rx**, **intelliCount®**, **IP128APS/IP256APS**, and **iPack® T60**. Excluded from this Customer Support Agreement is any additional third party item commercially available that is sold through, or integrated with, a **PMT** product (*hand-held*

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barcode readers, auxiliary label printers, desktop or laptop computers, computer monitors, liquid repeater pumps, syringe pumps, etc.). The Services provided under this Agreement apply only to the United States. Use of parts, packaging materials, print ribbons, or other consumable products not provided through **PMT**, unless authorized in writing by **PMT**, shall void this Customer Support Agreement.

3. Scope of Services:

a. iPack® Rx Unit Dose Strip Packager and IntelliCount® Automated Universal Tablet/Capsule Feeder: Excluding any warranty repairs during the initial warranty period of the **iPack® Rx** and if applicable, the **IntelliCount®**, all technical support for the **iPack® Rx** and if applicable, the **IntelliCount®**, will be handled via telephone or other electronic means of communication such as LogMe In's Rescue application or other comparable on-line troubleshooting service. Should **LICENSEE** elect to allow **PMT** to perform on-line troubleshooting, **LICENSEE** must make an internet connection available to **PMT's** technician which allows **PMT's** technician access to the computer controlling the **iPack® Rx** and if applicable, the **IntelliCount®**. When servicing the **iPack® Rx**, and if applicable, the **IntelliCount®**, a **PMT** service technician will coordinate with **LICENSEE** to schedule the on-line service. If the service technician determines that the **iPack® Rx** and/or the **IntelliCount®** cannot be repaired by electronic troubleshooting or by sending replacement parts to **LICENSEE**, then **LICENSEE** shall have the option of either: (i) an **iPack® Rx** rental unit will be shipped to the **LICENSEE's** site. If **LICENSEE's** service contract is in effect, rental fees for the **iPack® Rx** rental unit shall be waived while **LICENSEE's** unit is repaired at **PMT's** factory. **LICENSEE** shall be responsible for the round-trip cost of shipping **LICENSEE's** unit to be repaired and the rental unit; or, (ii) **LICENSEE** may opt to purchase on-site service at discounted rates, plus applicable travel expenses, as provided in this Agreement. **PMT** may, in its discretion, dispatch a technician to repair the **iPack® Rx**, or, if applicable, the **IntelliCount®**, in which case **LICENSEE** shall only be responsible for paying such Technician's travel expenses and then, only in an amount not to exceed the shipping charges which would otherwise be applicable if the unit to be repaired was temporarily replaced by a rental unit. Should **LICENSEE** desire additional on-site service for its **iPack® Rx**, and if applicable, the **IntelliCount®**, **PMT** will provide such on-site services at discounted rates (plus applicable travel expenses) as provided in this Agreement as long as **LICENSEE's CSA** is in effect. **PMT** offers an upgrade to its **CSA** for the **iPack® Rx**, which includes one annual on-site preventative maintenance visit per year. **LICENSEE** can elect to use that annual preventative maintenance visit as its service call at no charge to **LICENSEE**. Any additional service calls in that service year will be charged at the discounted rates.

b. IP128APS or IP256APS Automated Packaging System: Subject to the terms of this Agreement, excluding the initial installation of the **IP128APS/IP256APS**, any warranty repairs during the initial warranty period of the **IP128APS/IP256APS**, and Annual Routine Service described in Section 5(e) below, all technical support for the **IP128APS/IP256APS** will be handled via telephone or other electronic means of communication such as Log Me In's Rescue application or other comparable on-line troubleshooting service. **LICENSEE** must make an internet connection available to **PMT's** technician which allows **PMT's** technician access to the computer controlling the **IP128APS/IP256APS**. When servicing the **IP128APS/IP256APS**, a **PMT** service technician will coordinate with **LICENSEE** to schedule the on-line service. If the service technician determines that the **IP128APS/IP256APS** cannot be repaired by electronic troubleshooting or by sending replacement parts to **LICENSEE**, then additional on-site service for the **IP128APS/IP256APS** is available for purchase at discounted rates within the continental United States. In such event, the **PMT** technician will be dispatched to the

Customer Support Agreement

LICENSEE's location to service the **IP128APS/IP256APS**, in accordance with the terms and conditions of this Agreement.

c. iPack® T60 Unit Dose Blister Packaging System: Subject to the terms of this Agreement, excluding the initial installation of the **iPack® T60**, any warranty repairs during the initial warranty period of the **iPack® T60**, and the Annual Routine Service described in Section 5(e), all technical support for the **iPack® T60** will be handled via telephone or other electronic means of communication such as LogMe In's Rescue application or other comparable on-line troubleshooting service. **LICENSEE** must make an internet connection available to **PMT's** technician which allows **PMT's** technician access to the computer controlling the **iPack® T60**. When servicing the **iPack® T60**, a **PMT** service technician will coordinate with **LICENSEE** to schedule the on-line service. If the service technician determines that the **iPack® T60** cannot be repaired by electronic troubleshooting or by sending replacement parts to **LICENSEE**, then additional on-site service for the **iPack® T60** is available for purchase at discounted rates within the continental United States as specified in this Agreement. In such event, the **PMT** technician will be dispatched to the **LICENSEE's** location to service the **iPack® T60**, in accordance with the terms and conditions of this Agreement.

d. Limits of Support Services: THIS AGREEMENT IS OF LIMITED DURATION AND COVERAGE. This Agreement extends only to the original purchasers of the System shown on the Purchase Order and located within the United States as determined by **PMT**. This Agreement extends only to uses for which the System was designed. Except as stated below, the services **PMT** agrees to provide under this Agreement are repair services that are necessary because of any existing defect or a defect that occurs in materials or workmanship in the System or in any System component covered by this Agreement. On-site preventative maintenance is not covered in this Agreement, except as set forth in Section 5(e), Annual Routine Service. Installation, de-installation, or relocation services and operating supplies are not included. Repairs necessitated by use of third party software or **LICENSEE** network or security programs, or because of alteration, adjustment, or repair by anyone other than **PMT** (*or its authorized representatives*) are not included. **PMT** is not obligated to repair any System or System component which has been damaged as a result of: (1) accident, misuse, or abuse of the System or component such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions by anyone other than **PMT** (or its authorized representatives); (2) an act of God such as, but limited to, lightning, flooding, tornado, earthquakes, and hurricanes; or, (3) the moving of the System from one geographic location to another or from one entity to another.

LIMITATION OF REMEDY. In the event of a defect in the System or System failure not caused by **LICENSEE's** unauthorized or improper usage of the System or otherwise due to the fault of **LICENSEE**, or due to reasons not attributable to the System or to **PMT**, **PMT** shall promptly repair the defective System or components in accordance with this Agreement. If **PMT** is unable to make such repair after reasonable opportunity to affect such a repair, **PMT** shall pay the actual damages incurred by **LICENSEE**, but such damages may not exceed the original price of the System, less an allowance for reasonable wear and tear to the System. Except as may arise from a party's gross negligence, willful misconduct, breach of confidentiality, or indemnification obligations, under no circumstances will either party be liable to the other party or any other person for any indirect, incidental, special, or consequential damages.

Customer Support Agreement

With regard to any services that are not within the coverage of this Agreement, it will be within **PMT's** discretion whether to perform the services, and, if **PMT** elects to perform the services, the services will be subject to an additional charge to be paid by **LICENSEE**.

e. Services to be provided under this Agreement include:

- **Quarterly Drug Information Database Updates:** Alchemy drug information database by Elsevier/Gold Standard (or other comparable third-party database) which includes NDC numbers, trade and generic names, manufacturer, drug description, pill images, and tall man lettering, and may include other features. These updates are available for download at **PMT's** website on the Client Portal page. At **LICENSEE's** request, a CD with the updates will be mailed to **LICENSEE**;
- **m:Print® Software Updates/Patches:** on-line software updates, software patches, and new version releases as available during the term of this Agreement. At **LICENSEE's** request, a CD with the updates will be mailed to **LICENSEE**;
- **Telephone/Internet Technical Support:** unlimited technical support during the term of this Agreement via telephone or over the internet;
- **iPack® Rx and/or IntelliCount® Rental Unit:** In the event repair cannot be accomplished over the phone or via remote internet support, **PMT** will provide a rental unit to **LICENSEE** while **LICENSEE** unit is being repaired. **LICENSEE** must pay round-trip shipping costs;
- **Annual Routine Service:** In accordance with this Agreement, a **PMT** technician will conduct one (1) Annual Routine Service call for preventative maintenance per year for the **iPack® T60**, **IP128APS** or the **IP256APS**. One annual on-site preventative maintenance service call for the **iPack® Rx** is available with the purchase of the premium **CSA**. On-site service calls can be purchased for the discounted charges as provided below with the standard **CSA**.
- **Replacement Canisters for the IP128APS:** Unless provided otherwise in the Sales Agreement, **PMT** shall replace up to 10 canisters per year for each **IP128APS** and up to 20 canisters per year for each **IP256APS** owned by **LICENSEE**. Such canisters shall be replaced only upon return to **PMT** of the canister to be replaced. Additional canisters are available for purchase from **PMT**.
- **Additional On-site Service Rate for All Models:** *Without* an in-force Customer Support Agreement, all customer support services shall be charged at a rate of \$150.00 per hour for technician service, plus \$25 per hour for travel time, plus all out of pocket travel and lodging expenses. *With* an in-force Customer Support Agreement, on-site customer support services shall be charged at a rate of \$80.00 per hour for technician service (no charge for travel time), plus travel and lodging expenses (subject to limitations specified in this Agreement). **LICENSEE** can purchase additional on-site service at the rate listed above. Any single service call shall be for a *5-hour minimum, plus travel expenses, including mileage/airfare and lodging. Service to be provided within 2 business days, excluding regularly observed holidays.*
- **Parts Replacement:** During the term of this Agreement, **PMT** shall replace any part or component of the Licensed Equipment that breaks or wears out, except for the following:
 - Print Heads (**IP128APS/IP256APS** and **iPack® T60**)
 - Any part or component damaged due to improper or unauthorized use of the Licensed Equipment by **LICENSEE**, or otherwise damaged or lost other than due to fault of **PMT**, including but not limited to, fire or other casualty, use of unapproved materials, damage caused by attempted repairs not made under direction of or by **PMT** technicians, electrical power supply surges or similar host environment issues.
 - Any part or component lost by **LICENSEE**
 - For the **IP128APS** replacement canisters beyond the ten (10) canisters per year provided above.

Customer Support Agreement

- For the **IP256APS** replacement canisters beyond the twenty (20) canisters per year provided above.
- Consumable supplies such as packaging material and printer ribbons.

Regarding the **iPack® Rx**, any warranty part or non-warranty part replacement shall be made by the **LICENSEE** or, by **PMT**, at the factory, under the **iPack® Rx** rental program. **LICENSEE** has the option to pay for an on-site service call by a **PMT** technician at the discounted rates as provided above.

4. LICENSEE'S Responsibilities:

- a. **General:** To receive support, **LICENSEE** is responsible for complying with the following:
- 1) **Cooperate with the technician.** For internet remote support, the service technician must receive full access to the System via high-speed internet connection at no cost to **PMT**. For an on-site visit, the service technician must have reasonable working space, access to electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and keyboard must also be provided, if the System does not already include these items. If these requirements are not met, **PMT** is not obligated to provide such remote internet or on-site Service.
 - 2) **Software/Data Backup.** **LICENSEE** understands and agrees that **PMT** is not responsible for any loss of software or data. **LICENSEE** should back up the software and data on its System's hard disk drive and on any other storage device(s) in accordance with **LICENSEE'S** Information Technology protocols.
 - 3) **Payment.** **PMT** must have received payment for support within 30 days of the date of invoice. If **LICENSEE** is currently not entitled to support, then **LICENSEE** must remit a check or provide a valid credit card number to purchase the appropriate support or pay for additional services under this Customer Support Agreement.
- b. **How and When to Use:**
Call for Assistance. For service support, call the following toll free number: **1-877-UNT-DOSE (868-3673)**. The hours of support are 8:30 a.m. to 5:30 p.m. (Central Time) normal business days and shall not include weekends, regular holidays that include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day, and the day after Thanksgiving and Christmas Day. An on-call technician is available outside of normal business. Neither party shall be liable for any failure or delay in performance due to any cause beyond its control.

Prepare for the Call. **LICENSEE** must have the following information available to provide to **PMT** when making a technical support call:

- System's serial numbers
- Version of the all operating software used by **LICENSEE**.
- Version of **PMT** software being used
- Brand name and model of all peripheral devices (such as printers).

5. General Terms:

- a. **Term and Renewal:** The Initial Term of this Agreement shall be for a period of twelve (12) months, commencing on the date of installation as specified in the first paragraph of this document. After the Initial Term of this Agreement and each renewal term, the Agreement shall automatically renew for an additional one (1) year term unless

Customer Support Agreement

LICENSEE shall have given **PMT** written notice no less than thirty (30) days prior to such renewal date of **LICENSEE's** intent not to renew this Agreement. After the Initial Term of this Agreement, the price of this Agreement may be increased by **PMT** with at least sixty (60) days written notice to **LICENSEE**. Either party may terminate this Agreement immediately upon breach of this Agreement by the other party, which breach remains uncured thirty (30) days after receipt of written notice thereof from the non-breaching party. In the event that **LICENSEE** terminates for cause, **PMT** shall refund to **LICENSEE** a pro rata portion of the service fee allocable to the unexpired portion of the Term. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate upon termination of the Software License Agreement. Upon termination of this Agreement, **LICENSEE** agrees to destroy all third party database information such as the Gold Standard Alchemy database licensed to **LICENSEE** under this Agreement, and to provide written acknowledgement to **PMT** verifying the destruction of such database by **LICENSEE**.

- b. **Cancellation:** **LICENSEE** may cancel this Agreement by providing to **PMT** at least sixty (60) days written notice of **LICENSEE's** decision to cancel. **PMT** will issue a refund to you for any unused portion of the service term provided that **LICENSEE** provide a written acknowledgement to **PMT** verifying the destruction of all third party database information such as the Gold Standard Alchemy database provided to **LICENSEE** under this Agreement.
- c. **Warranties:** **PMT** represents and expressly warrants to **LICENSEE** that the Services shall be performed timely, in a workman-like manner, consistent with industry standards; in compliance with all applicable federal, state and local laws and regulations; in compliance with any applicable Joint Commission and other accreditation standards; the Medicare/Medicaid conditions of participation and any amendments thereto; and otherwise in conformance with any standards provided in any Exhibit to this Agreement. **PMT** shall obtain at its own cost any and all necessary consents, licenses, approvals, and permits required for the provision of Services. **PMT** represents and warrants that any of its representatives routinely visiting the premises of **LICENSEE** shall comply with **LICENSEE'S** credentialing and other policies, as applicable. **PMT** represents and expressly warrants and represents to **LICENSEE** that it will not employ or use any individual to perform Services under this Agreement who is not legally authorized to work in the United States in the capacity required to perform the Services.
- d. **Warranty Exclusion:** Except for those warranties set forth in Section 5(c) above, **PMT** makes no warranty, either express or implied, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose.
- e. **Annual Routine Service:** shall include, but is not limited to, inspection and cleaning the unit, including packager, printer, pill pathway, cleaning guides or rollers, and alignment of component parts, paper, and film pathways. **PMT** shall replace any common wear part or component at no additional cost to **LICENSEE** except for parts identified in 3e above and parts which have been damaged by misuse, abuse, unauthorized use, or use with unauthorized materials. If **LICENSEE** moves its System to a geographic location in which the service coverage is not available or not available at the same price as provided in this Agreement, **PMT** may decline to provide on-site service or **LICENSEE** may incur an additional charge to maintain the same on-site service coverage at the new location. If

Customer Support Agreement

you choose not to pay such additional charge, your service may be automatically changed to categories of service that are available at such price or a lesser price in such new location with no refund available.

- 6. Whole Unit Replacement:** If the technician determines that a part or subassembly of any Systems is one that can be disconnected and reconnected, such as a feeder, or if the technician determines that the System is one that should be replaced as a whole unit, **PMT** reserves the right to send **LICENSEE** a whole replacement unit which is the same system or substantially equivalent system. If a replacement unit is provided to **LICENSEE**, then, **LICENSEE** must relinquish the defective unit to **PMT** upon delivery of the replacement unit to **LICENSEE**. If **LICENSEE** does not relinquish the defective unit to **PMT** within thirty (30) days of the date of delivery of the replacement unit, **LICENSEE** agrees to pay **PMT** for the replacement unit upon receipt of an invoice for such replacement unit.
- 7. Parts Ownership:** All service parts removed from your System become the property of **PMT**. You will be obligated to pay at the current retail price(s) for any service parts removed from your System and retained by you. **PMT** shall only use new parts made by its approved manufacturers in performing warranty repairs.
- 8. Customer Support Fee:** In consideration for services, **LICENSEE** shall pay **PMT** the fee ("Customer Support Fee") set forth in the Sales Agreement by and between **PMT** and **LICENSEE** for the sale of Equipment in accordance with the terms of such Sales Agreement. Unless otherwise indicated in the Agreement, the Customer Support Fee for the renewal of this Agreement shall be the price charged by **PMT** at the time of renewal. The Customer Support Fee for all renewals of this Agreement must be paid prior to the beginning of the each Renewal Term.
- 9. Coordination with Third Party Warranties:** **PMT** warrants the System under its separate written warranty. Ancillary devices from third party manufacturers (such as auxiliary printers, hand held bar code scanners, finger print scanners, laptop or desktop computers, computer monitors) provided to **LICENSEE** shall be covered by such third party manufacturer's warranty.
- 10. Time:** For purposes of this Agreement, all references to "time" mean the **LICENSEE's** local time. References to the United States include the continental United States only.
- 11. Force Majeure:** **PMT** shall not be liable to **LICENSEE** for any failure or delay caused by events beyond **PMT'S** reasonable control, including, without limitation, **LICENSEE'S** failure to furnish necessary information; sabotage; failure or delays in transportation or communication; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials or equipment; or technical failures.
- 12. Construction:** Both parties agree that this Agreement, together with that Sales Agreement and/or Purchase Order dated the between and **PMT**, contain the entire agreement with respect to the service of the system. In the event of a conflict between any terms of this Agreement and the Sales Agreement or Purchase Order, this Customer Support Agreement shall govern. In order to amend this Agreement, a writing executed by both parties is required. This Agreement shall be governed by Louisiana law as such law applies to agreements between Louisiana residents entered into and to be performed within Louisiana,

Customer Support Agreement

except as governed by Federal law. If any proceeding is brought to enforce or interpret the terms of this Agreement, including enforcement of any payment owed by **LICENSEE** to **PMT**, all parties consent to the jurisdiction and venue of any federal, state or local court in Rapides Parish, Louisiana and all parties agree that the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred.

- 13.** Should any provision of this Agreement be declared unenforceable in any jurisdiction, then, such provision shall be deemed severable from this Agreement and shall not affect the remainder hereof. The parties will attempt in good faith to promptly resolve any controversy or claim relating to performance of the technical support assistance provided by **PMT**, or its designates, under this Agreement. Each party may request the other party to involve appropriate senior executives of such other party who shall have the authority to resolve the matter.

PEARSON MEDICAL TECHNOLOGIES, LLC:

FACILITY NAME HERE:

By: _____
Opal Andrus Johnson
VP Marketing and Sales
Date: _____

By: _____
Name: _____
Title: _____
Date: _____
Service Level: _____

m:Print® Bar Code Labeling Software SOFTWARE LICENSE AGREEMENT

This **SOFTWARE LICENSE AGREEMENT** provides the terms and conditions pertaining to the licensed purchase and use of the software and related equipment sold by **PEARSON MEDICAL TECHNOLOGIES, LLC**, a Louisiana Limited Liability Company, organized and existing under the laws of the State of Louisiana, (hereinafter referred to as "PMT") to _____ (hereinafter referred to as "**LICENSEE**"), a company organized and existing under the laws of the State of _____ having previously executed a Purchase Order for the purchase of **m:Print® Bar Code Labeling Software** or other software from **PMT**.

1. **License.** This **Software License Agreement** or **Software License Agreement Renewal**, hereinafter referred to as "**SLA**" grants a non-exclusive license to use **m:Print® Bar Code Labeling Software** ("Software") developed by **PMT** on the following terms, conditions, and requirements:
 - A. **Grant of License.** **PMT** hereby grants to **LICENSEE**, a non-transferable, non-exclusive, limited license to use the licensed software in machine-readable form under this **SLA**. No license, right or interest in any trademark, trade name or service mark of **PMT** is granted under this **SLA**. **LICENSEE** may:
 - i. Use the software in machine readable form solely for back-up purposes or use on one computer only at the above-named facility (or facilities).
 - ii. Copy the software in machine readable form solely for back-up purposes only.
 - B. **Acceptance.** **LICENSEE** acknowledges that the licensed software shall be deemed accepted upon installation and go-live of the Software. By installing, copying, or otherwise using the Software, **LICENSEE** agrees to be bound by the terms of this **SLA**. If **LICENSEE** does not agree to the terms of this **SLA**, **LICENSEE** shall not install or use the Software. The word "Use" means storing, loading, installing, executing or displaying the Software. USING THE SOFTWARE INDICATES **LICENSEE'S** ACCEPTANCE OF THESE LICENSE TERMS. IF **LICENSEE** DOES NOT ACCEPT THESE LICENSE TERMS, **LICENSEE** MUST RETURN THE SOFTWARE FOR A FULL REFUND.
 - C. **Restrictions.** **LICENSEE** may only make copies or adaptations of the Software for archival purposes. **LICENSEE** may not distribute copies of the Software in any manner, including, but not limited to, distribution to websites, bulletin boards, or similar systems. The Software contains trade secrets of **PMT**. In order to protect them, **LICENSEE** may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human perceivable form. **LICENSEE** MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN, RESELL FOR PROFIT, DISTRIBUTE OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF.
 - D. **Ownership.** The Software is copyrighted by, proprietary to, and a trade secret of **PMT**. **PMT** retains the title, ownership, and intellectual property rights in and to the software and all subsequent copies regardless of the form of media. **PMT** is further authorized to view, inspect, download and use any databases created by **LICENSEE** using the Software and incorporate such databases in future versions of the Software, subject to applicable federal and state laws regarding patient privacy and confidentiality. The copyright laws of the United States and international copyright treaties protect the ownership and proprietary information contained within the Software. This **SLA** confers no title or ownership in the Software and is not a sale of any rights in the Software.
 - E. **Inspection.** **LICENSEE** grants to **PMT** and designated **PMT** agents or independent agents the right to inspect, audit, analyze, and examine its books, records and accounts in person during business hours at **LICENSEE'S** place of business to verify compliance with this **SLA**. In the event such audit discloses non-compliance with this **SLA**, **LICENSEE** shall promptly pay to **PMT** the license fees due, based on **PMT's** then current pricing.
 - F. **Termination.** This **SLA** is effective until terminated in accordance with the terms herein. Either party may terminate this **SLA** without notice for failure to comply with any of the provisions of the **SLA**, if such non-compliance is not cured within thirty (30) calendar days following receipt of written notice thereof

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specifying such non-compliance. Upon termination, **LICENSEE** must immediately destroy the Software, together with all copies, partial copies, adaptations, and merged portions in any form.

2. **Warranty.** **PMT** warrants that for a period of ninety (90) days from the date of receipt shipment:
 - A. the media on which the Software is furnished will be free of defects in the materials and workmanship under normal use.
 - B. the Software shall substantially conform to its published specifications and documentation that accompanies it. (*PMT expressly reserves the right to provide the documentation on the same media as the Software*).
 - C. **PMT** represents and warrants that the Software shall conform to the requirements of all applicable industry standards and federal, state, and local laws, regulations and ordinances.
 - D. **PMT** has good title to the Software and the Software is free and clear from all liens, claims, and encumbrances.
 - E. the Software possession and use thereof by **LICENSEE** in the manner intended by **PMT** does not infringe or misappropriate the patent, trade secret, trademark, copyrights, or other intellectual property rights of any third party.
 - F. at the time the Software is delivered to **LICENSEE**, no portion of the Software or the media upon which it is stored has any type of software routines or other elements which are designed to or capable of permitting any of the following:
 - i. unauthorized access to or intrusion upon;
 - ii. disabling of;
 - iii. erasure of; or
 - iv. interference with any hardware, software, data, or peripheral equipment.
 - G. **Limited Warranty.** The limited warranty in Section 2 extends only to the original **LICENSEE**. **LICENSEE'S** sole and exclusive remedy and the entire liability of **PMT** and its suppliers under this limited warranty will be at **PMT's** option, repair, or replacement; refund of the Software; or refund of all license fees paid if reported or, returned upon request to **PMT**. **PMT** does not warrant the Software to be error free or that **LICENSEE** will be able to operate the Software without problems or interruptions.
 - H. **Disclaimer of Warranty.** **LICENSEE** ACCEPTS ALL RISKS THAT MAY ARISE FROM THE DOWNLOADING OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ERRORS IN TRANSMISSION OR CORRUPTION OF EXISTING DATA OR SOFTWARE EXCEPT AS EXPRESSLY SET FORTH HEREIN; **PMT** MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY'S RIGHTS, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. **LICENSEE** FURTHER ACCEPTS ALL RISKS THAT MAY ARISE FROM THE PRINTING OF PACKAGING LABELS OR OTHER USE OF THE SOFTWARE AND FURTHER ACKNOWLEDGES THAT **LICENSEE** IS RESPONSIBLE FOR THE PROPER LABELING OF PRESCRIPTION MEDICATIONS OR OTHER MEDICAL PRODUCTS AND DISCLAIMS LIABILITY FOR **LICENSEE'S** MISUSE OF THE SOFTWARE OR **LICENSEE'S** USE OF THE SOFTWARE FOR PURPOSES OTHER THAN SPECIFIED IN ITS DOCUMENTATION. Some states do not allow the exclusion of implied warranties or limitations of how long an implied warranty may last, so the above exclusion may not apply to **LICENSEE**. **LICENSEE** may also have other rights that vary from state to state.
 - I. **Third Party Software and Equipment.** **LICENSEE** is solely responsible for acquiring, installing, operating and maintaining the computer hardware and other devices ("Equipment") and operating software (the "Platform") necessary to operate the Software in the Operating Environment. If the Software includes any third party software, **PMT** represents and warrants to **LICENSEE** that it has obtained licenses necessary for **LICENSEE** to use such third party software to the same extent a **LICENSEE** is licensed to use the Software as provided in this **SLA**. In addition, the warranties contained in Section 2 shall apply to such third party software. The parties understand that **PMT** may provide to **LICENSEE** certain third party

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software products as may be stated in the Sales Agreement. It is acknowledged by **LICENSEE** that, unless specified in the Sales Agreement, **LICENSEE** shall be solely responsible for obtaining licenses to such third party software, if such software is not already in **LICENSEE'S** possession, including the right to incorporate the software into such software. **PMT** MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF THE THIRD PARTY SOFTWARE, INCLUDING THE ABILITY TO INTEGRATE IT WITH THE SOFTWARE. The quality, capabilities, operations, performance and suitability of the Platform lies solely with **LICENSEE** and the vendor or supplier of the Platform.

J. Limitation of Liability. The warranties made by **PMT** under this Section 2, shall not apply if the Software has:

- i. been altered, except by **PMT**;
- ii. not been installed, operated, repaired, or maintained in accordance with instructions supplied by **PMT**; or,
- iii. been subjected to abnormal physical or electrical stress, misuse, negligence, or accident. EXCEPT AS MAY ARISE FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL **PMT** OR ITS RESELLERS BE LIABLE TO THE OTHER PARTY, **LICENSEE**, OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, DATA, GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. Export Compliance Requirements. Export of any information contained within the **PMT** Software outside of the United States is subject to all U.S. export control laws. **LICENSEE** will abide by such laws and also to the provisions of the U.S. Export/Re-Export Requirements and Enhanced Proliferation Control Initiative. **LICENSEE** agrees that the software will only be used or operated in the United States and territories approved by **PMT**.

A. Export. By downloading or use of the Software, **LICENSEE** acknowledges that the laws and regulations of the United States restrict the export and re-export of the Software. Further, **LICENSEE** agrees that it will not export or re-export the Software or media in any form without the appropriate U.S. and foreign government approval.

B. U.S. Government Restricted Rights. If the Software is acquired under the terms of a GSA (United States General Services Administration) contract, use, reproduction, or disclosure is subject to the restrictions set forth in the applicable contract. If the Software is acquired under the terms of a DOD (Department of Defense) or civilian agency contract, use, duplication, or disclosure by the Government is subject to the restrictions of this **SLA** in accordance with 48 CFR. 12.212 of the Federal Acquisition Regulations and its successors and 48 CFR. 227.7202-1 of the DOD (Department of Defense) FAR (Federal Acquisition Regulations) Supplement and its successors.

4. Confidentiality. **LICENSEE** shall only permit its employees to use the Software. Except as otherwise provided in this **SLA**, **LICENSEE** shall not sell, transfer, publish, dispose of, display or otherwise make available any portion of the Software or related documentation to others. **LICENSEE** shall use its reasonable best efforts to cooperate with and assist **PMT** in identifying and preventing any authorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein, or of the **LICENSEE'S** customization, if any. **LICENSEE** further agrees to notify **PMT** of any incident of unauthorized use of Software of which **LICENSEE** becomes aware.

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- 5. General. LICENSEE** agrees this is the complete covenant concerning this **SLA**. The parties agree that this **SLA**, together with the Purchase Order, Software Maintenance Agreement or Customer Support Agreement (for equipment), if applicable, between **LICENSEE** and **PMT**, contain the entire agreement(s) with respect to the purchase and/or license of the Software and Equipment. In order to amend this **SLA**, a writing executed by both parties is required. **LICENSEE** assumes full responsibility for the legal and responsible use of the Software. This **SLA** shall be governed by the laws of the State of Louisiana, as such laws apply to agreements between residents entered into and to be performed within Louisiana, except as governed by Federal Law. Should any provision of this **SLA** be declared unenforceable in any jurisdiction, then, such provision shall be deemed to be severable from this **SLA** and shall not affect the remainder hereof. All rights in the Software not specifically granted in this **SLA** are reserved by **PMT**.
- 6. Related Equipment or Services.** To the extent any Equipment or Services are sold to **LICENSEE** which may be used in conjunction with the Software, the **LICENSEE** will execute a separate Customer Service Agreement specifically related to any equipment manufactured and/or assembled by **PMT**. Any third party equipment purchased by **LICENSEE** through **PMT**, such as computers, printers, scanners, or other related equipment shall be governed by the warranty and/or service agreement provided by the said third party.
- 7. Miscellaneous.**
- A.** All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail or by fax to the address listed on the Purchase Order.
 - B.** Prices for the Software and related Equipment and any other services ("Services") specified herein are exclusive of all city state, and federal taxes, including, without limitation, taxes on manufacture, sales, receipts, occupation, use and similar taxes. **PMT** agrees to invoice **LICENSEE**, and **LICENSEE** agrees to pay **PMT** for all such taxes that are imposed on Software, Equipment, and Services in connection with this sale. **LICENSEE** agrees to pay all personal property taxes that may be levied against the Software or Equipment after the date of delivery.
 - C.** To secure payment and performance of all **LICENSEE'S** obligations hereunder, **LICENSEE** grants **PMT** a security interest in the Software and Equipment until payment in full and performance by **LICENSEE** of all said obligations. When requested by **PMT**, **LICENSEE** shall duly acknowledge this **SLA**, and execute, acknowledge and deliver to **PMT**, in **PMT'S** usual form, a supplement hereto, security agreement, financing statement and other appropriate instruments to constitute Equipment as the unencumbered security for the obligations of **LICENSEE** hereunder, or to enable **PMT** to comply with all applicable filing or recording laws.
 - D.** In the event any provision of this **SLA** is held to be invalid or unenforceable, the remaining provisions of this **SLA** will remain in full force.
 - E.** The waiver by either party of any default or breach of this **SLA** shall not constitute a waiver of any other or subsequent default or breach. Except for actions for non-payment or breach of **PMT'S** proprietary rights, no action, regardless of form, arising out of, or in connection with this **SLA** may be brought by either party more than one (1) year after the cause of action has accrued.
 - F.** **PMT** is an independent contractor; nothing in this **SLA** shall be construed to create a partnership, joint venture, or agency relationship between the parties.
 - G.** This **SLA** constitutes the complete agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, proposals, representations, discussions, literature, and the like, written or oral. This **SLA** may not be modified or amended except

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in writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this **SLA**. It is expressly agreed that the terms of this **SLA** shall supersede the terms in any **LICENSEE** purchase order or other ordering document, if any exist.

- H. If any proceeding is brought to enforce or interpret the terms of this **SLA**, including for the enforcement of any payment owed by **LICENSEE** to **PMT**, all parties consent to the jurisdiction and venue of any federal, state or local court in Rapides Parish, Louisiana and all parties agree that the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred.
- I. This **SLA** shall be construed as to its fair meaning and not strictly for or against either party.
- J. Neither party shall be deemed to be in default of any provision of this **SLA**, or for failures in performance resulting from acts or events beyond its reasonable control. Such acts shall include, but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, terrorist attacks, other undefined catastrophes, labor disputes, or other events beyond such party's reasonable control.
- K. This **SLA** is not assignable, directly or indirectly by either party, without the prior written consent of the other party; provided, however, that either party may assign this **SLA** to an affiliate or to a successor-in-interest as part of an internal reorganization which results in such party being organized in a different legal entity or corporate form, whether through conversion, merger, or otherwise.

PEARSON MEDICAL TECHNOLOGIES, LLC:

FACILITY NAME HERE:

By: _____
Opal Andrus Johnson
VP Sales and Marketing
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



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

State of West Virginia
 Request for Quotation
 26 - Medical

Proc Folder: 299037

Doc Description: ADDENDUM 1 UNIT DOSAGE PACKER

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2017-04-10	2017-04-20 13:30:00	CRFQ 0613 VNF1700000007	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

PEARSON MEDICAL TECHNOLOGIES, LLC 2804
 NORTH BOLTON AVENUE
 ALEXANDRIA, LA 71303
 PHONE: (318) 619-1129 FAX: (318) 473-2879

FOR INFORMATION CONTACT THE BUYER

Beverly L Ruppert
 (304) 626-1600
 beverly.l.ruppert@wv.gov

Signature X  Opal Andrus Johnson

FEIN # 72-1330960

DATE April 17, 2017

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

DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV26301 US		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Dosage Packer Unit	1.00000	EA	\$23,408.00	\$23,408.00

Comm Code	Manufacturer	Specification	Model #
42192600	Pearson Medical Technologies, LLC	Unit Dose Packager	iPack Rx

Extended Description : iPack[®] Rx: Table-Top unit dose strip packager includes "No Crush" Technology, Bar Code Verifier, Pill Drop Sensor, 4 package lengths, and Built-In Computer featuring wireless networking ability. IntelliCount[™] Automated Universal Tablet/Capsule Feeder. iPack[®] Rx Calcium Carbonate Disc "Tums Disc." m:Print[™] Premium Bar Code Labeling Software. Monitor, wireless keyboard, and wireless mouse. Anti-Microbial 2-D Bar Code Reader. Uninterrupted Power Supply. Zebra GK420t Printer. Starter supply kits. **SEE ATTACHED QUOTATION FOR ADDITIONAL ITEM DESCRIPTIONS.**

DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV26301 US		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Annual On-Site Visit	1.00000	EA	\$2,995.00	\$2,995.00

Comm Code	Manufacturer	Specification	Model #
42192600			

Extended Description : iPack[®] Rx Premium Customer Support Agreement w/Annual On-Site Technician Visit: includes updates to m:Print[®] NDC, image, and tallMAN databases, unlimited telephone support, 100% part replacement, iPack[®] Rx loaner program, remote login support, and annual on-site technician service call for unit maintenance and refresher training. Additional on-site technician service calls available at discounted rate. CSA/SLA period begins upon completion of installation. Not available to customers in Hawaii/Alaska. **SEE ATTACHED CUSTOMER SERVICE AGREEMENT / SOFTWARE LICENSE AGREEMENT FOR ADDITIONAL DETAILS.**

DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV26301 US		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Training	1.00000	EA	Included in Installation and Delivery	

Comm Code	Manufacturer	Specification	Model #
42192600			

Extended Description : Includes on-site installation and 1 day of training by PMT Installation Technician. Required with IntelliCount® Feeder/Optional without IntelliCount® feeder. Price excludes Hawaii and Alaska.
all specs are as " or equal"

DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Delivery and Installation	1.00000	EA	\$2,970.00	\$2,970.00

Comm Code	Manufacturer	Specification	Model #
42192600			

Extended Description : iPack® Rx Installation: Includes on-site installation and 1 day of training by PMT Installation Technician. Required with IntelliCount® Feeder/Optional without IntelliCount® feeder. Price excludes Hawaii and Alaska. iPack® Rx Delivery: Shipping is standard freight. If specialized shipment of equipment is requested, additional charges will apply.
Delivery and Installation

DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	
CLARKSBURG	WV26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Year 1 Maintenance	1.00000	EA	\$2,995.00	\$2,995.00

Comm Code	Manufacturer	Specification	Model #
42192600			

Extended Description : iPack® Rx Premium Customer Support Agreement w/Annual On-Site Technician Visit: includes updates to m:Print® NDC, image, and tallMAN databases, unlimited telephone support, 100% part replacement, iPack® Rx loaner program, remote login support, and annual on-site technician service call for unit maintenance and refresher training. Additional on-site technician service calls available at discounted rate. CSA/SLA period begins upon completion of installation. Not available to customers in Hawaii/Alaska. **SEE ATTACHED CUSTOMER SERVICE AGREEMENT / SOFTWARE LICENSE AGREEMENT FOR ADDITIONAL DETAILS.**
Year 1 Maintenance

DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV26301 US		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Year 2 Maintenance	1.00000	EA	\$2,995.00	\$2,995.00

Comm Code	Manufacturer	Specification	Model #
42192600			

Extended Description : iPack® Rx Premium Customer Support Agreement w/Annual On-Site Technician Visit: includes updates to m:Print® NDC, image, and tallMAN databases, unlimited telephone support, 100% part replacement, iPack® Rx loaner program, remote login support, and annual on-site technician service call for unit maintenance and refresher training. Additional on-site technician service calls available at discounted rate. CSA/SLA period begins upon completion of installation. Not available to customers in Hawaii/Alaska. **SEE ATTACHED CUSTOMER SERVICE AGREEMENT / SOFTWARE LICENSE AGREEMENT FOR ADDITIONAL DETAILS.**

DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV26301 US		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Year 3 Maintenance	1.00000	EA	\$2,995.00	\$2,995.00

Comm Code	Manufacturer	Specification	Model #
42192600			

Extended Description : iPack® Rx Premium Customer Support Agreement w/Annual On-Site Technician Visit: includes updates to m:Print® NDC, image, and tallMAN databases, unlimited telephone support, 100% part replacement, iPack® Rx loaner program, remote login support, and annual on-site technician service call for unit maintenance and refresher training. Additional on-site technician service calls available at discounted rate. CSA/SLA period begins upon completion of installation. Not available to customers in Hawaii/Alaska. **SEE ATTACHED CUSTOMER SERVICE AGREEMENT / SOFTWARE LICENSE AGREEMENT FOR ADDITIONAL DETAILS.**

DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV26301 US		DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Year 4 Maintenance	1.00000	EA	\$2,995.00	\$2,995.00

Comm Code	Manufacturer	Specification	Model #
42192600			

Extended Description : iPack[®] Rx Premium Customer Support Agreement w/Annual On-Site Technician Visit includes updates to m:Print[®] NDC, image, and tallMAIN databases, unlimited telephone support, 100% part replacement, iPack[®] Rx loaner program, remote login support, and annual on-site technician service call for unit maintenance and refresher training. Additional on-site technician service calls available at discounted rate. CSA/SLA period begins upon completion of installation. Not available to customers in Hawaii/Alaska. **SEE ATTACHED CUSTOMER SERVICE AGREEMENT / SOFTWARE LICENSE AGREEMENT FOR ADDITIONAL DETAILS.**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2017-04-07

VNF1700000007	Document Phase Final	Document Description ADDENDUM 1 UNIT DOSAGE PACKER	Page 6 of 6
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Vendor Documents Attached:

- Statement of Sole Source Manufacturer
- Quotation - April 17, 2017
- Customer Support Agreement (Draft)
- Software License Agreement (Draft)

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

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

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: April 7, 2017 at 4:00 PM EST

Submit Questions to: Crystal Rink-Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Crystal.G.Rink@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Crystal Rink
SOLICITATION NO.: CRFQ VNF170000007
BID OPENING DATE: April 20, 2017
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: April 20, 2017 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

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

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ 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 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.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within thirty (30) working days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional four (4) successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed forty-eight (48) months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. 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 a 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.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancellation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

n/a

for n/a

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

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

23. 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.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. 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.

28. 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.

29. 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.

30. 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.

31. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

32. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. 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.

37. 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.

38. 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.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

41. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

42. 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.

43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

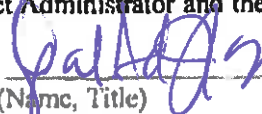
- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.


All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.



(Name, Title) Vice President of Marketing and Sales
Opal Andrus Johnson Vice President of Marketing and Sales
(Printed Name and Title)
2804 North Bolton Avenue, Alexandria, LA 71303
(Address)
Phone: (318) 619-1129, ext. 152 Fax: (318) 473-2879
(Phone Number) / (Fax Number)
sales@pearsonmedical.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Pearson Medical Technologies, LLC
(Company)


Opal Andrus Johnson - Vice President of Marketing and Sales
(Authorized Signature) (Representative Name, Title)

Opal Andrus Johnson - Vice President of Marketing and Sales
(Printed Name and Title of Authorized Representative)

April 17, 2017
(Date)

Phone: (318) 619-1129 x 116 Fax: (318) 473-2879
(Phone Number) (Fax Number)

SOLICITATION NUMBER: CRFQ VNF1700000007

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To provide answers to vendor questions

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

Terms and Conditions:

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

ATTACHMENT A

CRFQ VNF1700000007
ADDENDUM 1
QUESTION/ANSWERS
IPACK UNIT DOSE PACKAGER OR EQUAL

Does the unit require:

Q1. An IntelliCount® Automated Universal Tablet/Capsule Feeder

A1. Yes, per 3.1.1.6 Packager must have IntelliCount Automated Universal Tablet/Capsule Feeder or equal. This feeder must be able to be unattended while packaging medicines.

Q2. An internal bar code verifier

A2. Yes, per 3.1.1.3 Table Top Unit Dose Packager must include Barcode Verifier. The Bar Code Verifier must scan and verify bar code on every package to eliminate errors.

Q3. A pill drop sensor

A3. Yes, per 3.1.1.4 Table Top Unit dose packager must include Pill Drop Sensor. Pill Drop Sensor must prevent having missed or empty packagers.

Q4. A built-in computer

A4. Yes, with software described in other questions.

Q5. A wireless keyboard, wireless mouse, and/or monitor

A5. Yes, a keyboard, mouse and monitor shall be provided.

Q6. No crush technology

A6. Yes, per 3.1.1.2 Table Top Unit Dose Packager Must include "No Crush" technology. The "No Crush" Technology must guarantee no crushed pills in the unit dose packages.

Q7. A bar code reader that can scan 2D and Linear bar codes, Linear bar codes, or no bar code scanner at all?

A7. Yes, per 3.1.1.9 Unit Dose packager must include the m:Print Premium Bar code label Printing Software with Gold Standard drug database and drug image database or equal. The m:Print Premium or equal must be a stand-alone software and have the ability to label all medications the pharmacy. The gold Star Drug database and drug image database or equal must contain a minimum of 130,000 records of pharmacy drugs and their information/images.

Q8. Label printer(s)

A8. Yes, per 3.1.1.7 Table Top Unit Dose Package must come with a Thermal Printer. This printer shall print a minimum of 500 labels a day. Print speed shall be 4" per second as a minimum and 6" per second as a maximum.

Q9. If the unit requires label printer(s), does the unit require any specific label(s), such as flag labels?

A9. yes, Thermal Labels

CONTINUED TO PAGE 2

PAGE 2

QUESTIONS/ANSWERS

IPACK UNIT DOSE PACKAGER OR EQUAL

Q10. A Customer Maintenance Agreement that is a maintenance agreement which includes on-site annual service calls?

A10.

*Vendor shall perform annual on-site technician visits to the WV VNF for maintenance to the Table Top Unit Dose packager. These visits shall be for a minimum of one eight-hour work day.

*Vendor shall provide unlimited telephone support to the WV VNF 24 hours a day 365 days a year. Emergency phone contact shall be given the facility for after hour contact.

*Vendor shall provide unlimited remote login support to the WV VNF 24 hours a day 365 days a year. Emergency Phone Contact must be given to the facility for after hour contact.

*Vendor shall provide a warranty on the Table Top Unit dose packager and all its components and software. This warranty shall provide 100% parts replacement and a loaner machine if WV VNF's machine must leave building for any repairs/updates. This warranty must be for a minimum of two years. This warranty shall begin at the completion and acceptance of the installation.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: VNF1700000007

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

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

Addendum Numbers Received:

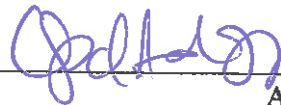
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Pearson Medical Technologies

Company



Opal Andrus Johnson

Authorized Signature

April 17, 2017

Date

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

Revised 6/8/2012

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF1700000007

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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Pearson Medical Technologies, LLC

Company



Opal Andrus Johnson

Authorized Signature

April 17, 2017

Date

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

**REQUEST FOR QUOTATION
CRFQ VNF170000007
Unit Dose Packager**

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Veterans Nursing Facility to establish a contract for the one time purchase of an iPack RX unit dose packager or Equal.
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"** iPack RX Unit Dose packager or Equal as more fully described by these specifications.
 - 2.2 **"Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division..
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **iPack RX Unit Dose Packager or Equal**
 - 3.1.1.1 Table Top Unit dose Strip packager must be a maximum of 40"X14"X18" and a minimum of 36"X 14"X15".
 - 3.1.1.2 Table Top Unit Dose Packager must include "No Crush" technology. The "No crush" Technology must guarantee no crushed pills in the unit dose packages.
 - 3.1.1.3 Table Top Unit Dose Packager must include Bar Code Verifier. The Bar code Verifier must scan and verify bar code on every package to eliminate errors.
 - 3.1.1.4 Table Top Unit dose Packager must include Pill Drop Sensor. Pill Drop Sensor must prevent having missed or empty packages.

REQUEST FOR QUOTATION
CRFQ VNF1700000007
Unit Dose Packager

- 3.1.1.5** Table Top Unit Dose package must come with 4 package sizes. Machine must be able to operate with no tools to change package sizes. The 4 package sized would be 1.25", 1/43", 1.67", and 2/0".
- 3.1.1.6** Packager must have IntelliCount Automated Universal Tablet/Capsule Feeder or equal. This feeder must be able to be unattended while packaging medications.
- 3.1.1.7** Table Top Unit Dose Package must come with a Thermal Printer. This printer shall print a minimum of 500 labels a day. Print Speed shall be 4" per second as a minimum and 6" per second as a maximum.
- 3.1.1.8** Vendor shall provide a Utility Table. Table shall be a maximum of 40"X14"X18" and a minimum of 36"X14"X15".
- 3.1.1.9** Unit Dose Packager must include the m:Print Premium Bar code label Printing Software with Gold Standard drug database and drug image database or equal. The m:print Premium or equal must be a stand-alone software and have the ability to label all medications in the pharmacy. The Gold Star Drug database and drug image database or equal must contain a minimum of 130,000 records of pharmacy drugs and their information/images.

REQUEST FOR QUOTATION
CRFQ VNF1700000007
Unit Dose Packager

3.1.2 Customer Support/On-site Technician Visits:

- 3.1.2.1** Vendor must perform annual on-site technician visits to the WV Veterans Nursing Facility for maintenance to the Table Top Unit Dose Packager. These visits shall be for a minimum of one eight (8) hour work day. Hours would be from 8 am to 4 pm Monday - Friday.
- 3.1.2.2** Vendor shall provide unlimited telephone support to the WV Veterans Nursing Facility 24 hours a day 365 days a year. Emergency phone contact must be given to the facility for after hour contract.
- 3.1.2.3** Vendor shall provide unlimited remote login support to the WV Veterans Nursing Facility 24 hours a day 365 days a year. Emergency Phone contact must be given to the facility for after hour contact.
- 3.1.2.4** Vendor shall provide a warranty on the Table Top Unit dose packager and all of its components and software. This warranty shall provide 100% parts replacement and a loaner machine if WV Veterans Nursing Facility's machine must leave building for any repairs/updates. This warranty must be for a minimum of two years. This warranty shall begin at the completion and acceptance of the installation.
- 3.1.2.5** Vendor shall have installation completed within 30 working days of receiving the Purchase Order.
- 3.1.2.6** Vendor shall provide onsite training at time of installation. Vendor shall return in one year for one annual onsite refresher training. The training sessions will be for one eight (8) hour work day, 8 am - 4 pm Monday - Friday. This will be to train all new employees, update the information for present employees and answer questions of all employees.

**REQUEST FOR QUOTATION
CRFQ VNF1700000007
Unit Dose Packager**

3.1.2.7 Vendor shall perform annual on-site technician visits to the WV Veterans Nursing Facility to provide updates for the m:Print software or equal and drug information database update.

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 commodity line. 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 Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at One Freedoms Way Clarksburg, WV 26301.

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.

REQUEST FOR QUOTATION
CRFQ VNF1700000007
Unit Dose Packager

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.

7 VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2** Failure to comply with other specifications and requirements contained herein.
 - 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4** Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default.
- 7.2.1** Immediate cancellation of the Contract.

**REQUEST FOR QUOTATION
CRFQ VNF1700000007
Unit Dose Packager**

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

Exhibit A Pricing Page

CRFQ VNF170000007	
1Pack Unit Dose Packager or Equal	
Item Description	Price
Dosage Packager Unit	\$ 23,408.00
Annual On-Site Visit	\$ 2,995.00
Training	\$ Included with Installation
Delivery and Installation	\$ 2,970.00
Year 1 Maintenance	\$ 2,995.00
Year 2 Maintenance	\$ 2,995.00
Year 3 Maintenance	\$ 2,995.00
Year 4 Maintenance	\$ 2,995.00
Total Bid Amount	\$ 41,353.40

Bidder/Vendor Information	Pearson Medical Technologies
Name	Joshua Day - Pharmacy Automation Consultant
Address	2804 North Bolton Avenue, Alexandria, LA
Phone	71303 318-619-1129, ext. 152
Fax	318-473-2879
Email	sales@pearsonmedical.com
Signature	

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 preference for the reason checked:**
N/A Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
N/A Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
N/A Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% vendor preference for the reason checked:**
N/A Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% vendor preference for the reason checked:**
N/A Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% vendor preference for the reason checked:**
N/A Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
N/A Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
N/A Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
N/A Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

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

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Pearson Medical Technologies, LLC

Signed:  Opal Andrus Johnson

Date: April 17, 2017

Title: Vice President of Marketing and Sales

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 exceeds 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: Pearson Medical Technologies, LLC

Authorized Signature: 

Date: April 17, 2017

Opal Andrus Johnson

State of Louisiana

County of Rapides, to-wit:

Taken, subscribed, and sworn to before me this 17th day of April, 2017.

My Commission expires life, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC



Proprietary and Sole Source Manufacturer Confirmation Statement

To whom this may concern:

This will serve as official confirmation by **PEARSON MEDICAL TECHNOLOGIES, LLC**, a Louisiana Limited Liability Company, organized and existing under the laws of the State of Louisiana, (hereinafter referred to as "**PMT**") to:

The following statements are true and correct:

1. Pearson Medical Technologies, LLC is the proprietary and sole source manufacturer of the **intelliPack® 2 Automated Unit Dose Packager ("IP2")**; the **intelliCount® Automated Universal Tablet/Capsule Feeder ("IntelliCount®")**; the **iPack® Rx Unit Dose Packaging System ("iPack® Rx")**; and **m:Print® Bar Code Labeling Software (m:Print®)**, collectively hereinafter referred to as "**Products**".
2. Pearson Medical Technologies, LLC holds multiple US Patents on the items named above in paragraph 1.
3. Pearson Medical Technologies, LLC is the only authorized party to perform service and/or maintenance on the **IP2**; the **IntelliCount®**; the **iPack® Rx**; and **m:Print®**.

This statement shall remain valid until further written notice is published by Pearson Medical Technologies, LLC.

PEARSON MEDICAL TECHNOLOGIES, LLC


Opal Andrus Johnson
Vice President, Marketing & Sales
April 06, 2017

Bill To:

Amber Rock
 Pharmacist
 West Virginia Veterans Nursing Home
 1 FREEDOMS WAY
 Clarksburg, WV 26301
 Phone: 304-626-1600
 Email: amber.l.rock@wv.gov

Ship To:

Amber Rock
 Pharmacist
 West Virginia Veterans Nursing Home
 1 FREEDOMS WAY
 Clarksburg, WV 26301
 Phone: 304-626-1600
 Email: amber.l.rock@wv.gov

Item #	Description	Qty	Price	Total
iPack Rx-BIC	iPack® Rx: Table-Top unit dose strip packager Includes "No Crush" Technology, Bar Code Verifier, Pill Drop Sensor, 4 package lengths, and Built-In Computer featuring wireless networking ability. Does not include monitor, keyboard, or mouse.	1	\$14,850.00	\$14,850.00
RxUDFR	intelliCount® Automated Universal Tablet/Capsule Feeder. Optional	1	\$6,900.00	\$6,900.00
PMT-100-1155	iPack® Rx Calcium Carbonate Disc "Tums Disc". The calcium carbonate disc is an optional, additional pill disc designed to specifically package flat, circular pills such as many brands of calcium carbonate chewables. Optional	1	\$125.00	\$125.00
200230	m:Print® Premium Bar Code Labeling Software with a third party drug database, drug image database, and tallMAN lettering database, as applicable. Operates iPack® Rx and prints labels for auxiliary printers.	1	\$1,395.00	\$1,395.00
MKM-001	Monitor, wireless keyboard, and wireless mouse. Optional	1	\$500.00	\$500.00
BS2D	Anti-Microbial 2-D Bar Code Reader. Optional	1	\$410.00	\$410.00
X-UPS70	UPS-1000VA/600W, 120v Tower, AVR, Smart LCD Display with Automatic Voltage Regulation, User Manual, shutdown software, and full 3 year warranty on electronics and battery U.S. Included in box. Optional	1	\$395.00	\$395.00
ZGK420t	Zebra GK420t Thermal Transfer/Direct Thermal Printer. Optional	1	\$550.00	\$550.00
SK-S-Z-4LABELS	Includes 1 roll of each: clearTag™ Labels, 1.25" x 0.5" TT White Labels, 1.5" x 0.75" TT White Labels, 1.75" x 1.0 TT White Labels, 2.5" x 1.0" DT White Labels, 2.5" x 1.0" TT Pink Labels, 2.5" x 244" TT Ribbon, 4.3" x 244" TT Resin Ribbon for clearTag™ labels.	1	\$125.00	\$125.00
SKiPRx-2	iPack® Rx Starter Supply Kit includes 1 case (6 rolls) each of 2 inch Amber cello and 2 inch Paper/Foil.	1	\$570.00	\$570.00
iPRx-IC-A	iPack® Rx Premium Customer Support Agreement w/Annual On-Site Technician Visit: includes updates to m:Print® NDC, image, and tallMAN databases, unlimited telephone support, 100% part replacement, iPack® Rx loaner program, remote login support, and annual on-site technician service call for unit maintenance and refresher training. Additional on-site technician service calls available at discounted rate. CSA/SLA period begins upon completion of installation. Not available to customers in Hawaii/Alaska.	5	\$2,995.00	\$14,975.00
IF-iPackRx	iPack® Rx Installation: Includes on-site installation and 1 day of training by PMT Installation Technician. Required with IntelliCount® Feeder/Optional without IntelliCount® feeder. Price excludes Hawaii and Alaska.	1	\$2,395.00	\$2,395.00
D-iPackRx	iPack® Rx Delivery: Shipping is standard freight. If specialized shipment of equipment is requested, additional charges will apply.	1	\$575.00	\$575.00

EXPIRATION DATE: 7/17/2017

REVISED DATE: 4/17/2017

ORIGINAL DATE: 11/23/2015

Consultant: Joshua Day

Phone: (318) 619-1129 ext. 116

Email: jday@pearsonmedical.com

Bill To:

Amber Rock
 Pharmacist
West Virginia Veterans Nursing Home
 1 FREEDOMS WAY
 Clarksburg, WV 26301
 Phone: 304-626-1600
 Email: amber.l.rock@wv.gov

Ship To:

Amber Rock
 Pharmacist
West Virginia Veterans Nursing Home
 1 FREEDOMS WAY
 Clarksburg, WV 26301
 Phone: 304-626-1600
 Email: amber.l.rock@wv.gov

Item #	Description	Qty	Price	Total
50030	Discount for iPack Rx w-intelliCount Government	1	(\$2,411.60)	(\$2,411.60)
			Total:	\$41,353.40

Electrical: 110 v; 12 amps. An uninterrupted power supply is recommended. Space: A minimum area of 65"H x 52"L x 18"D is required for optimal operating conditions.

Terms:

- 1) Quote is in US dollars and is valid for period specified above.
- 2) Taxes are not included in quote. It is the responsibility of all companies to pay all applicable state and local taxes unless a certificate of exemption is provided.
- 3) A deposit of 50% of the total purchase order amount is due within 15 days of PMT's receipt of purchase order; a payment of 35% of the total purchase order amount is due prior to shipment to Customer; the balance is due 30 days after installation. Customer will receive a 2% cash discount for full payment within 10 days of PMT's receipt of Purchase Order. A late charge of 1.5% per month will be assessed for any payments past due.
- 4) Delivery lead time is 12 to 14 weeks after PMT receives P.O. and deposit.
- 5) If specialized or expedited shipment is requested, additional charges will apply.
- 6) Customer Support and Software License Agreement period begins upon completion of installation.

QUOTE APPROVAL: _____
 SIGNATURE TYPE OR PRINT DATE

QUOTE APPROVAL: _____
 SIGNATURE TYPE OR PRINT DATE

ACCEPTED BY PMT: _____
 SIGNATURE TYPE OR PRINT DATE

Customer Support Agreement

THIS EQUIPMENT CUSTOMER SUPPORT AGREEMENT (the "Agreement") is entered into by and between **PEARSON MEDICAL TECHNOLOGIES, LLC**, a Louisiana Limited Liability Company, organized and existing under the laws of the State of Louisiana, (hereinafter referred to as "**PMT**") and _____ **CENTER** (hereinafter referred to as "**LICENSEE**"), a company organized and existing under the laws of the State of _____.

BACKGROUND. This equipment Agreement is valid and effective for the purchase of one or more of the following products ("Licensed Equipment"):

- **iPack® Rx Unit Dose Packaging System ("iPack® Rx")**
- **intelliCount® Automated Universal Tablet/Capsule Feeder ("intelliCount®")**
- **IP128APS/IP256APS Automated Packaging System, ("IP128APS/IP256APS")**
- **iPack® T60 Unit Dose Blister Packager ("iPack® T60")**

The provisions in this Agreement supplement the terms and conditions in the **SOFTWARE LICENSE AGREEMENT** (hereinafter referred to as the "**SLA**") attached hereto between **PMT** and **LICENSEE**. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the **SLA**.

The **iPack® Rx** (both with and without the **intelliCount®**) is designed and intended to be used only for the packaging and labeling of approved oral solid pharmaceutical products (*prescription medicine, over-the-counter medicines, and vitamins or other nutritional supplements*) or other approved medical products in a licensed pharmacy or other properly duly licensed packaging facility operated in accordance with manufacturer's operating instructions. Liquid medications may not be packaged using the **iPack® Rx** and/or the **intelliCount®**.

The **IP128APS/IP256APS** is designed and intended to be used only for the packaging and labeling of approved oral solid pharmaceutical products (*prescription medicine, over-the-counter medicines, and vitamins or other nutritional supplements*) or other approved medical products in a licensed pharmacy or other properly duly licensed packaging facility operated in accordance with manufacturer's operating instructions. Liquid medications may not be packaged using the **IP128APS/IP256APS**.

The **iPack® T60** is designed and intended to be used for the packaging and labeling of approved oral solid or approved liquid pharmaceutical products (*prescription medicine, over-the-counter medicines, and vitamins or other nutritional supplements*) or other approved medical products in a licensed pharmacy or other properly duly licensed packaging facility operated in accordance with manufacturer's operating instructions.

NOW, THEREFORE, in consideration of the premises set forth above and the mutual covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Support Services:** During the Term (as defined herein) of this Agreement, **PMT** will furnish the support services and related services ("Services") for the Licensed Equipment as hereinafter described in Section 3 below for each type of Licensed Equipment.
2. **Products Covered:** As used in this Agreement, the term "System" or "Systems" shall mean **PMT**-branded hardware that is sold as new, in a standard configuration at the time of purchase for the following equipment: **iPack® Rx**, **intelliCount®**, **IP128APS/IP256APS**, and **iPack® T60**. Excluded from this Customer Support Agreement is any additional third party item commercially available that is sold through, or integrated with, a **PMT** product (*hand-held*

Customer Support Agreement

barcode readers, auxiliary label printers, desktop or laptop computers, computer monitors, liquid repeater pumps, syringe pumps, etc.). The Services provided under this Agreement apply only to the United States. Use of parts, packaging materials, print ribbons, or other consumable products not provided through **PMT**, unless authorized in writing by **PMT**, shall void this Customer Support Agreement.

3. Scope of Services:

a. iPack® Rx Unit Dose Strip Packager and IntelliCount® Automated Universal Tablet/Capsule Feeder: Excluding any warranty repairs during the initial warranty period of the **iPack® Rx** and if applicable, the **IntelliCount®**, all technical support for the **iPack® Rx** and if applicable, the **IntelliCount®**, will be handled via telephone or other electronic means of communication such as LogMe In's Rescue application or other comparable on-line troubleshooting service. Should **LICENSEE** elect to allow **PMT** to perform on-line troubleshooting, **LICENSEE** must make an internet connection available to **PMT's** technician which allows **PMT's** technician access to the computer controlling the **iPack® Rx** and if applicable, the **IntelliCount®**. When servicing the **iPack® Rx**, and if applicable, the **IntelliCount®**, a **PMT** service technician will coordinate with **LICENSEE** to schedule the on-line service. If the service technician determines that the **iPack® Rx** and/or the **IntelliCount®** cannot be repaired by electronic troubleshooting or by sending replacement parts to **LICENSEE**, then **LICENSEE** shall have the option of either: (i) an **iPack® Rx** rental unit will be shipped to the **LICENSEE's** site. If **LICENSEE's** service contract is in effect, rental fees for the **iPack® Rx** rental unit shall be waived while **LICENSEE's** unit is repaired at **PMT's** factory. **LICENSEE** shall be responsible for the round-trip cost of shipping **LICENSEE's** unit to be repaired and the rental unit; or, (ii) **LICENSEE** may opt to purchase on-site service at discounted rates, plus applicable travel expenses, as provided in this Agreement. **PMT** may, in its discretion, dispatch a technician to repair the **iPack® Rx**, or, if applicable, the **IntelliCount®**, in which case **LICENSEE** shall only be responsible for paying such Technician's travel expenses and then, only in an amount not to exceed the shipping charges which would otherwise be applicable if the unit to be repaired was temporarily replaced by a rental unit. Should **LICENSEE** desire additional on-site service for its **iPack® Rx**, and if applicable, the **IntelliCount®**, **PMT** will provide such on-site services at discounted rates (plus applicable travel expenses) as provided in this Agreement as long as **LICENSEE's CSA** is in effect. **PMT** offers an upgrade to its **CSA** for the **iPack® Rx**, which includes one annual on-site preventative maintenance visit per year. **LICENSEE** can elect to use that annual preventative maintenance visit as its service call at no charge to **LICENSEE**. Any additional service calls in that service year will be charged at the discounted rates.

b. IP128APS or IP256APS Automated Packaging System: Subject to the terms of this Agreement, excluding the initial installation of the **IP128APS/IP256APS**, any warranty repairs during the initial warranty period of the **IP128APS/IP256APS**, and Annual Routine Service described in Section 5(e) below, all technical support for the **IP128APS/IP256APS** will be handled via telephone or other electronic means of communication such as Log Me In's Rescue application or other comparable on-line troubleshooting service. **LICENSEE** must make an internet connection available to **PMT's** technician which allows **PMT's** technician access to the computer controlling the **IP128APS/IP256APS**. When servicing the **IP128APS/IP256APS**, a **PMT** service technician will coordinate with **LICENSEE** to schedule the on-line service. If the service technician determines that the **IP128APS/IP256APS** cannot be repaired by electronic troubleshooting or by sending replacement parts to **LICENSEE**, then additional on-site service for the **IP128APS/IP256APS** is available for purchase at discounted rates within the continental United States. In such event, the **PMT** technician will be dispatched to the

Customer Support Agreement

LICENSEE's location to service the **IP128APS/IP256APS**, in accordance with the terms and conditions of this Agreement.

c. iPack® T60 Unit Dose Blister Packaging System: Subject to the terms of this Agreement, excluding the initial installation of the **iPack® T60**, any warranty repairs during the initial warranty period of the **iPack® T60**, and the Annual Routine Service described in Section 5(e), all technical support for the **iPack® T60** will be handled via telephone or other electronic means of communication such as LogMe In's Rescue application or other comparable on-line troubleshooting service. **LICENSEE** must make an internet connection available to **PMT's** technician which allows **PMT's** technician access to the computer controlling the **iPack® T60**. When servicing the **iPack® T60**, a **PMT** service technician will coordinate with **LICENSEE** to schedule the on-line service. If the service technician determines that the **iPack® T60** cannot be repaired by electronic troubleshooting or by sending replacement parts to **LICENSEE**, then additional on-site service for the **iPack® T60** is available for purchase at discounted rates within the continental United States as specified in this Agreement. In such event, the **PMT** technician will be dispatched to the **LICENSEE's** location to service the **iPack® T60**, in accordance with the terms and conditions of this Agreement.

d. Limits of Support Services: THIS AGREEMENT IS OF LIMITED DURATION AND COVERAGE. This Agreement extends only to the original purchasers of the System shown on the Purchase Order and located within the United States as determined by **PMT**. This Agreement extends only to uses for which the System was designed. Except as stated below, the services **PMT** agrees to provide under this Agreement are repair services that are necessary because of any existing defect or a defect that occurs in materials or workmanship in the System or in any System component covered by this Agreement. On-site preventative maintenance is not covered in this Agreement, except as set forth in Section 5(e), Annual Routine Service. Installation, de-installation, or relocation services and operating supplies are not included. Repairs necessitated by use of third party software or **LICENSEE** network or security programs, or because of alteration, adjustment, or repair by anyone other than **PMT (or its authorized representatives)** are not included. **PMT** is not obligated to repair any System or System component which has been damaged as a result of: (1) accident, misuse, or abuse of the System or component such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions by anyone other than **PMT (or its authorized representatives)**; (2) an act of God such as, but limited to, lightning, flooding, tornado, earthquakes, and hurricanes; or, (3) the moving of the System from one geographic location to another or from one entity to another.

LIMITATION OF REMEDY. In the event of a defect in the System or System failure not caused by **LICENSEE's** unauthorized or improper usage of the System or otherwise due to the fault of **LICENSEE**, or due to reasons not attributable to the System or to **PMT**, **PMT** shall promptly repair the defective System or components in accordance with this Agreement. If **PMT** is unable to make such repair after reasonable opportunity to affect such a repair, **PMT** shall pay the actual damages incurred by **LICENSEE**, but such damages may not exceed the original price of the System, less an allowance for reasonable wear and tear to the System. Except as may arise from a party's gross negligence, willful misconduct, breach of confidentiality, or indemnification obligations, under no circumstances will either party be liable to the other party or any other person for any indirect, incidental, special, or consequential damages.

Customer Support Agreement

With regard to any services that are not within the coverage of this Agreement, it will be within **PMT's** discretion whether to perform the services, and, if **PMT** elects to perform the services, the services will be subject to an additional charge to be paid by **LICENSEE**.

e. Services to be provided under this Agreement include:

- **Quarterly Drug Information Database Updates:** Alchemy drug information database by Elsevier/Gold Standard (or other comparable third-party database) which includes NDC numbers, trade and generic names, manufacturer, drug description, pill images, and tall man lettering, and may include other features. These updates are available for download at **PMT's** website on the Client Portal page. At **LICENSEE's** request, a CD with the updates will be mailed to **LICENSEE**;
- **m:Print® Software Updates/Patches:** on-line software updates, software patches, and new version releases as available during the term of this Agreement. At **LICENSEE's** request, a CD with the updates will be mailed to **LICENSEE**;
- **Telephone/Internet Technical Support:** unlimited technical support during the term of this Agreement via telephone or over the internet;
- **iPack® Rx and/or IntelliCount® Rental Unit:** In the event repair cannot be accomplished over the phone or via remote internet support, **PMT** will provide a rental unit to **LICENSEE** while **LICENSEE** unit is being repaired. **LICENSEE** must pay round-trip shipping costs;
- **Annual Routine Service:** In accordance with this Agreement, a **PMT** technician will conduct one (1) Annual Routine Service call for preventative maintenance per year for the **iPack® T60**, **IP128APS** or the **IP256APS**. One annual on-site preventative maintenance service call for the **iPack® Rx** is available with the purchase of the premium **CSA**. On-site service calls can be purchased for the discounted charges as provided below with the standard **CSA**.
- **Replacement Canisters for the IP128APS:** Unless provided otherwise in the Sales Agreement, **PMT** shall replace up to 10 canisters per year for each **IP128APS** and up to 20 canisters per year for each **IP256APS** owned by **LICENSEE**. Such canisters shall be replaced only upon return to **PMT** of the canister to be replaced. Additional canisters are available for purchase from **PMT**.
- **Additional On-site Service Rate for All Models:** *Without* an in-force Customer Support Agreement, all customer support services shall be charged at a rate of \$150.00 per hour for technician service, plus \$25 per hour for travel time, plus all out of pocket travel and lodging expenses. *With* an in-force Customer Support Agreement, on-site customer support services shall be charged at a rate of \$80.00 per hour for technician service (no charge for travel time), plus travel and lodging expenses (subject to limitations specified in this Agreement). **LICENSEE** can purchase additional on-site service at the rate listed above. Any single service call shall be for a *5-hour minimum, plus travel expenses, including mileage/airfare and lodging. Service to be provided within 2 business days, excluding regularly observed holidays.*
- **Parts Replacement:** During the term of this Agreement, **PMT** shall replace any part or component of the Licensed Equipment that breaks or wears out, except for the following:
 - Print Heads (**IP128APS/IP256APS** and **iPack® T60**)
 - Any part or component damaged due to improper or unauthorized use of the Licensed Equipment by **LICENSEE**, or otherwise damaged or lost other than due to fault of **PMT**, including but not limited to, fire or other casualty, use of unapproved materials, damage caused by attempted repairs not made under direction of or by **PMT** technicians, electrical power supply surges or similar host environment issues.
 - Any part or component lost by **LICENSEE**
 - For the **IP128APS** replacement canisters beyond the ten (10) canisters per year provided above.

Customer Support Agreement

- For the **IP256APS** replacement canisters beyond the twenty (20) canisters per year provided above.
- Consumable supplies such as packaging material and printer ribbons.

Regarding the **iPack® Rx**, any warranty part or non-warranty part replacement shall be made by the **LICENSEE** or, by **PMT**, at the factory, under the **iPack® Rx** rental program. **LICENSEE** has the option to pay for an on-site service call by a **PMT** technician at the discounted rates as provided above.

4. LICENSEE's Responsibilities:

- a. **General:** To receive support, **LICENSEE** is responsible for complying with the following:
- 1) **Cooperate with the technician.** For internet remote support, the service technician must receive full access to the System via high-speed internet connection at no cost to **PMT**. For an on-site visit, the service technician must have reasonable working space, access to electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and keyboard must also be provided, if the System does not already include these items. If these requirements are not met, **PMT** is not obligated to provide such remote internet or on-site Service.
 - 2) **Software/Data Backup.** **LICENSEE** understands and agrees that **PMT** is not responsible for any loss of software or data. **LICENSEE** should back up the software and data on its System's hard disk drive and on any other storage device(s) in accordance with **LICENSEE'S** Information Technology protocols.
 - 3) **Payment.** **PMT** must have received payment for support within 30 days of the date of invoice. If **LICENSEE** is currently not entitled to support, then **LICENSEE** must remit a check or provide a valid credit card number to purchase the appropriate support or pay for additional services under this Customer Support Agreement.

b. **How and When to Use:**

Call for Assistance. For service support, call the following toll free number: **1-877-UNT-DOSE (868-3673)**. The hours of support are 8:30 a.m. to 5:30 p.m. (Central Time) normal business days and shall not include weekends, regular holidays that include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day, and the day after Thanksgiving and Christmas Day. An on-call technician is available outside of normal business. Neither party shall be liable for any failure or delay in performance due to any cause beyond its control.

Prepare for the Call. **LICENSEE** must have the following information available to provide to **PMT** when making a technical support call:

- System's serial numbers
- Version of the all operating software used by **LICENSEE**.
- Version of **PMT** software being used
- Brand name and model of all peripheral devices (such as printers).

5. General Terms:

- a. **Term and Renewal:** The Initial Term of this Agreement shall be for a period of twelve (12) months, commencing on the date of installation as specified in the first paragraph of this document. After the Initial Term of this Agreement and each renewal term, the Agreement shall automatically renew for an additional one (1) year term unless

Customer Support Agreement

LICENSEE shall have given **PMT** written notice no less than thirty (30) days prior to such renewal date of **LICENSEE's** intent not to renew this Agreement. After the Initial Term of this Agreement, the price of this Agreement may be increased by **PMT** with at least sixty (60) days written notice to **LICENSEE**. Either party may terminate this Agreement immediately upon breach of this Agreement by the other party, which breach remains uncured thirty (30) days after receipt of written notice thereof from the non-breaching party. In the event that **LICENSEE** terminates for cause, **PMT** shall refund to **LICENSEE** a pro rata portion of the service fee allocable to the unexpired portion of the Term. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate upon termination of the Software License Agreement. Upon termination of this Agreement, **LICENSEE** agrees to destroy all third party database information such as the Gold Standard Alchemy database licensed to **LICENSEE** under this Agreement, and to provide written acknowledgement to **PMT** verifying the destruction of such database by **LICENSEE**.

- b. **Cancellation:** **LICENSEE** may cancel this Agreement by providing to **PMT** at least sixty (60) days written notice of **LICENSEE's** decision to cancel. **PMT** will issue a refund to you for any unused portion of the service term provided that **LICENSEE** provide a written acknowledgement to **PMT** verifying the destruction of all third party database information such as the Gold Standard Alchemy database provided to **LICENSEE** under this Agreement.
- c. **Warranties:** **PMT** represents and expressly warrants to **LICENSEE** that the Services shall be performed timely, in a workman-like manner, consistent with industry standards; in compliance with all applicable federal, state and local laws and regulations; in compliance with any applicable Joint Commission and other accreditation standards; the Medicare/Medicaid conditions of participation and any amendments thereto; and otherwise in conformance with any standards provided in any Exhibit to this Agreement. **PMT** shall obtain at its own cost any and all necessary consents, licenses, approvals, and permits required for the provision of Services. **PMT** represents and warrants that any of its representatives routinely visiting the premises of **LICENSEE** shall comply with **LICENSEE'S** credentialing and other policies, as applicable. **PMT** represents and expressly warrants and represents to **LICENSEE** that it will not employ or use any individual to perform Services under this Agreement who is not legally authorized to work in the United States in the capacity required to perform the Services.
- d. **Warranty Exclusion:** Except for those warranties set forth in Section 5(c) above, **PMT** makes no warranty, either express or implied, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose.
- e. **Annual Routine Service:** shall include, but is not limited to, inspection and cleaning the unit, including packager, printer, pill pathway, cleaning guides or rollers, and alignment of component parts, paper, and film pathways. **PMT** shall replace any common wear part or component at no additional cost to **LICENSEE** except for parts identified in 3e above and parts which have been damaged by misuse, abuse, unauthorized use, or use with unauthorized materials. If **LICENSEE** moves its System to a geographic location in which the service coverage is not available or not available at the same price as provided in this Agreement, **PMT** may decline to provide on-site service or **LICENSEE** may incur an additional charge to maintain the same on-site service coverage at the new location. If

Customer Support Agreement

you choose not to pay such additional charge, your service may be automatically changed to categories of service that are available at such price or a lesser price in such new location with no refund available.

- 6. Whole Unit Replacement:** If the technician determines that a part or subassembly of any Systems is one that can be disconnected and reconnected, such as a feeder, or if the technician determines that the System is one that should be replaced as a whole unit, **PMT** reserves the right to send **LICENSEE** a whole replacement unit which is the same system or substantially equivalent system. If a replacement unit is provided to **LICENSEE**, then, **LICENSEE** must relinquish the defective unit to **PMT** upon delivery of the replacement unit to **LICENSEE**. If **LICENSEE** does not relinquish the defective unit to **PMT** within thirty (30) days of the date of delivery of the replacement unit, **LICENSEE** agrees to pay **PMT** for the replacement unit upon receipt of an invoice for such replacement unit.
- 7. Parts Ownership:** All service parts removed from your System become the property of **PMT**. You will be obligated to pay at the current retail price(s) for any service parts removed from your System and retained by you. **PMT** shall only use new parts made by its approved manufacturers in performing warranty repairs.
- 8. Customer Support Fee:** In consideration for services, **LICENSEE** shall pay **PMT** the fee ("Customer Support Fee") set forth in the Sales Agreement by and between **PMT** and **LICENSEE** for the sale of Equipment in accordance with the terms of such Sales Agreement. Unless otherwise indicated in the Agreement, the Customer Support Fee for the renewal of this Agreement shall be the price charged by **PMT** at the time of renewal. The Customer Support Fee for all renewals of this Agreement must be paid prior to the beginning of the each Renewal Term.
- 9. Coordination with Third Party Warranties:** **PMT** warrants the System under its separate written warranty. Ancillary devices from third party manufacturers (such as auxiliary printers, hand held bar code scanners, finger print scanners, laptop or desktop computers, computer monitors) provided to **LICENSEE** shall be covered by such third party manufacturer's warranty.
- 10. Time:** For purposes of this Agreement, all references to "time" mean the **LICENSEE's** local time. References to the United States include the continental United States only.
- 11. Force Majeure:** **PMT** shall not be liable to **LICENSEE** for any failure or delay caused by events beyond **PMT'S** reasonable control, including, without limitation, **LICENSEE'S** failure to furnish necessary information; sabotage; failure or delays in transportation or communication; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials or equipment; or technical failures.
- 12. Construction:** Both parties agree that this Agreement, together with that Sales Agreement and/or Purchase Order dated the between and **PMT**, contain the entire agreement with respect to the service of the system. In the event of a conflict between any terms of this Agreement and the Sales Agreement or Purchase Order, this Customer Support Agreement shall govern. In order to amend this Agreement, a writing executed by both parties is required. This Agreement shall be governed by Louisiana law as such law applies to agreements between Louisiana residents entered into and to be performed within Louisiana,

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except as governed by Federal law. If any proceeding is brought to enforce or interpret the terms of this Agreement, including enforcement of any payment owed by **LICENSEE** to **PMT**, all parties consent to the jurisdiction and venue of any federal, state or local court in Rapides Parish, Louisiana and all parties agree that the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred.

- 13.** Should any provision of this Agreement be declared unenforceable in any jurisdiction, then, such provision shall be deemed severable from this Agreement and shall not affect the remainder hereof. The parties will attempt in good faith to promptly resolve any controversy or claim relating to performance of the technical support assistance provided by **PMT**, or its designates, under this Agreement. Each party may request the other party to involve appropriate senior executives of such other party who shall have the authority to resolve the matter.

PEARSON MEDICAL TECHNOLOGIES, LLC:

FACILITY NAME HERE:

By: _____
Opal Andrus Johnson
VP Marketing and Sales
Date: _____

By: _____
Name: _____
Title: _____
Date: _____
Service Level: _____

m:Print® Bar Code Labeling Software SOFTWARE LICENSE AGREEMENT

This **SOFTWARE LICENSE AGREEMENT** provides the terms and conditions pertaining to the licensed purchase and use of the software and related equipment sold by **PEARSON MEDICAL TECHNOLOGIES, LLC**, a Louisiana Limited Liability Company, organized and existing under the laws of the State of Louisiana, (hereinafter referred to as "**PMT**") to _____ (hereinafter referred to as "**LICENSEE**"), a company organized and existing under the laws of the State of _____ having previously executed a Purchase Order for the purchase of **m:Print® Bar Code Labeling Software** or other software from **PMT**.

1. **License.** This **Software License Agreement** or **Software License Agreement Renewal**, hereinafter referred to as "**SLA**" grants a non-exclusive license to use **m:Print® Bar Code Labeling Software** ("**Software**") developed by **PMT** on the following terms, conditions, and requirements:
 - A. Grant of License.** **PMT** hereby grants to **LICENSEE**, a non-transferable, non-exclusive, limited license to use the licensed software in machine-readable form under this **SLA**. No license, right or interest in any trademark, trade name or service mark of **PMT** is granted under this **SLA**. **LICENSEE** may:
 - i. Use the software in machine readable form solely for back-up purposes or use on one computer only at the above-named facility (or facilities).
 - ii. Copy the software in machine readable form solely for back-up purposes only.
 - B. Acceptance.** **LICENSEE** acknowledges that the licensed software shall be deemed accepted upon installation and go-live of the Software. By installing, copying, or otherwise using the Software, **LICENSEE** agrees to be bound by the terms of this **SLA**. If **LICENSEE** does not agree to the terms of this **SLA**, **LICENSEE** shall not install or use the Software. The word "Use" means storing, loading, installing, executing or displaying the Software. USING THE SOFTWARE INDICATES **LICENSEE'S** ACCEPTANCE OF THESE LICENSE TERMS. IF **LICENSEE** DOES NOT ACCEPT THESE LICENSE TERMS, **LICENSEE** MUST RETURN THE SOFTWARE FOR A FULL REFUND.
 - C. Restrictions.** **LICENSEE** may only make copies or adaptations of the Software for archival purposes. **LICENSEE** may not distribute copies of the Software in any manner, including, but not limited to, distribution to websites, bulletin boards, or similar systems. The Software contains trade secrets of **PMT**. In order to protect them, **LICENSEE** may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human perceivable form. **LICENSEE** MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN, RESELL FOR PROFIT, DISTRIBUTE OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF.
 - D. Ownership.** The Software is copyrighted by, proprietary to, and a trade secret of **PMT**. **PMT** retains the title, ownership, and intellectual property rights in and to the software and all subsequent copies regardless of the form of media. **PMT** is further authorized to view, inspect, download and use any databases created by **LICENSEE** using the Software and incorporate such databases in future versions of the Software, subject to applicable federal and state laws regarding patient privacy and confidentiality. The copyright laws of the United States and international copyright treaties protect the ownership and proprietary information contained within the Software. This **SLA** confers no title or ownership in the Software and is not a sale of any rights in the Software.
 - E. Inspection.** **LICENSEE** grants to **PMT** and designated **PMT** agents or independent agents the right to inspect, audit, analyze, and examine its books, records and accounts in person during business hours at **LICENSEE'S** place of business to verify compliance with this **SLA**. In the event such audit discloses non-compliance with this **SLA**, **LICENSEE** shall promptly pay to **PMT** the license fees due, based on **PMT'S** then current pricing.
 - F. Termination.** This **SLA** is effective until terminated in accordance with the terms herein. Either party may terminate this **SLA** without notice for failure to comply with any of the provisions of the **SLA**, if such non-compliance is not cured within thirty (30) calendar days following receipt of written notice thereof

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specifying such non-compliance. Upon termination, **LICENSEE** must immediately destroy the Software, together with all copies, partial copies, adaptations, and merged portions in any form.

2. **Warranty.** **PMT** warrants that for a period of ninety (90) days from the date of receipt shipment:
 - A. the media on which the Software is furnished will be free of defects in the materials and workmanship under normal use.
 - B. the Software shall substantially conform to its published specifications and documentation that accompanies it. (*PMT expressly reserves the right to provide the documentation on the same media as the Software*).
 - C. **PMT** represents and warrants that the Software shall conform to the requirements of all applicable industry standards and federal, state, and local laws, regulations and ordinances.
 - D. **PMT** has good title to the Software and the Software is free and clear from all liens, claims, and encumbrances.
 - E. the Software possession and use thereof by **LICENSEE** in the manner intended by **PMT** does not infringe or misappropriate the patent, trade secret, trademark, copyrights, or other intellectual property rights of any third party.
 - F. at the time the Software is delivered to **LICENSEE**, no portion of the Software or the media upon which it is stored has any type of software routines or other elements which are designed to or capable of permitting any of the following:
 - i. unauthorized access to or intrusion upon;
 - ii. disabling of;
 - iii. erasure of; or
 - iv. interference with any hardware, software, data, or peripheral equipment.
 - G. **Limited Warranty.** The limited warranty in Section 2 extends only to the original **LICENSEE**. **LICENSEE'S** sole and exclusive remedy and the entire liability of **PMT** and its suppliers under this limited warranty will be at **PMT's** option, repair, or replacement; refund of the Software; or refund of all license fees paid if reported or, returned upon request to **PMT**. **PMT** does not warrant the Software to be error free or that **LICENSEE** will be able to operate the Software without problems or interruptions.
 - H. **Disclaimer of Warranty.** **LICENSEE** ACCEPTS ALL RISKS THAT MAY ARISE FROM THE DOWNLOADING OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ERRORS IN TRANSMISSION OR CORRUPTION OF EXISTING DATA OR SOFTWARE EXCEPT AS EXPRESSLY SET FORTH HEREIN; **PMT** MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY'S RIGHTS, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. **LICENSEE** FURTHER ACCEPTS ALL RISKS THAT MAY ARISE FROM THE PRINTING OF PACKAGING LABELS OR OTHER USE OF THE SOFTWARE AND FURTHER ACKNOWLEDGES THAT **LICENSEE** IS RESPONSIBLE FOR THE PROPER LABELING OF PRESCRIPTION MEDICATIONS OR OTHER MEDICAL PRODUCTS AND DISCLAIMS LIABILITY FOR **LICENSEE'S** MISUSE OF THE SOFTWARE OR **LICENSEE'S** USE OF THE SOFTWARE FOR PURPOSES OTHER THAN SPECIFIED IN ITS DOCUMENTATION. Some states do not allow the exclusion of implied warranties or limitations of how long an implied warranty may last, so the above exclusion may not apply to **LICENSEE**. **LICENSEE** may also have other rights that vary from state to state.
 - I. **Third Party Software and Equipment.** **LICENSEE** is solely responsible for acquiring, installing, operating and maintaining the computer hardware and other devices ("Equipment") and operating software (the "Platform") necessary to operate the Software in the Operating Environment. If the Software includes any third party software, **PMT** represents and warrants to **LICENSEE** that it has obtained licenses necessary for **LICENSEE** to use such third party software to the same extent a **LICENSEE** is licensed to use the Software as provided in this **SLA**. In addition, the warranties contained in Section 2 shall apply to such third party software. The parties understand that **PMT** may provide to **LICENSEE** certain third party

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software products as may be stated in the Sales Agreement. It is acknowledged by **LICENSEE** that, unless specified in the Sales Agreement, **LICENSEE** shall be solely responsible for obtaining licenses to such third party software, if such software is not already in **LICENSEE'S** possession, including the right to incorporate the software into such software. **PMT** MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF THE THIRD PARTY SOFTWARE, INCLUDING THE ABILITY TO INTEGRATE IT WITH THE SOFTWARE. The quality, capabilities, operations, performance and suitability of the Platform lies solely with **LICENSEE** and the vendor or supplier of the Platform.

J. Limitation of Liability. The warranties made by **PMT** under this Section 2, shall not apply if the Software has:

- i. been altered, except by **PMT**;
- ii. not been installed, operated, repaired, or maintained in accordance with instructions supplied by **PMT**; or,
- iii. been subjected to abnormal physical or electrical stress, misuse, negligence, or accident. EXCEPT AS MAY ARISE FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL **PMT** OR ITS RESELLERS BE LIABLE TO THE OTHER PARTY, **LICENSEE**, OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, DATA, GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. Export Compliance Requirements. Export of any information contained within the **PMT** Software outside of the United States is subject to all U.S. export control laws. **LICENSEE** will abide by such laws and also to the provisions of the U.S. Export/Re-Export Requirements and Enhanced Proliferation Control Initiative. **LICENSEE** agrees that the software will only be used or operated in the United States and territories approved by **PMT**.

A. Export. By downloading or use of the Software, **LICENSEE** acknowledges that the laws and regulations of the United States restrict the export and re-export of the Software. Further, **LICENSEE** agrees that it will not export or re-export the Software or media in any form without the appropriate U.S. and foreign government approval.

B. U.S. Government Restricted Rights. If the Software is acquired under the terms of a GSA (United States General Services Administration) contract, use, reproduction, or disclosure is subject to the restrictions set forth in the applicable contract. If the Software is acquired under the terms of a DOD (Department of Defense) or civilian agency contract, use, duplication, or disclosure by the Government is subject to the restrictions of this **SLA** in accordance with 48 CFR. 12.212 of the Federal Acquisition Regulations and its successors and 48 CFR. 227.7202-1 of the DOD (Department of Defense) FAR (Federal Acquisition Regulations) Supplement and its successors.

4. Confidentiality. **LICENSEE** shall only permit its employees to use the Software. Except as otherwise provided in this **SLA**, **LICENSEE** shall not sell, transfer, publish, dispose of, display or otherwise make available any portion of the Software or related documentation to others. **LICENSEE** shall use its reasonable best efforts to cooperate with and assist **PMT** in identifying and preventing any authorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein, or of the **LICENSEE'S** customization, if any. **LICENSEE** further agrees to notify **PMT** of any incident of unauthorized use of Software of which **LICENSEE** becomes aware.

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- 5. General. LICENSEE** agrees this is the complete covenant concerning this **SLA**. The parties agree that this **SLA**, together with the Purchase Order, Software Maintenance Agreement or Customer Support Agreement (for equipment), if applicable, between **LICENSEE** and **PMT**, contain the entire agreement(s) with respect to the purchase and/or license of the Software and Equipment. In order to amend this **SLA**, a writing executed by both parties is required. **LICENSEE** assumes full responsibility for the legal and responsible use of the Software. This **SLA** shall be governed by the laws of the State of Louisiana, as such laws apply to agreements between residents entered into and to be performed within Louisiana, except as governed by Federal Law. Should any provision of this **SLA** be declared unenforceable in any jurisdiction, then, such provision shall be deemed to be severable from this **SLA** and shall not affect the remainder hereof. All rights in the Software not specifically granted in this **SLA** are reserved by **PMT**.
- 6. Related Equipment or Services.** To the extent any Equipment or Services are sold to **LICENSEE** which may be used in conjunction with the Software, the **LICENSEE** will execute a separate Customer Service Agreement specifically related to any equipment manufactured and/or assembled by **PMT**. Any third party equipment purchased by **LICENSEE** through **PMT**, such as computers, printers, scanners, or other related equipment shall be governed by the warranty and/or service agreement provided by the said third party.
- 7. Miscellaneous.**
- A.** All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail or by fax to the address listed on the Purchase Order.
 - B.** Prices for the Software and related Equipment and any other services ("Services") specified herein are exclusive of all city state, and federal taxes, including, without limitation, taxes on manufacture, sales, receipts, occupation, use and similar taxes. **PMT** agrees to invoice **LICENSEE**, and **LICENSEE** agrees to pay **PMT** for all such taxes that are imposed on Software, Equipment, and Services in connection with this sale. **LICENSEE** agrees to pay all personal property taxes that may be levied against the Software or Equipment after the date of delivery.
 - C.** To secure payment and performance of all **LICENSEE'S** obligations hereunder, **LICENSEE** grants **PMT** a security interest in the Software and Equipment until payment in full and performance by **LICENSEE** of all said obligations. When requested by **PMT**, **LICENSEE** shall duly acknowledge this **SLA**, and execute, acknowledge and deliver to **PMT**, in **PMT'S** usual form, a supplement hereto, security agreement, financing statement and other appropriate instruments to constitute Equipment as the unencumbered security for the obligations of **LICENSEE** hereunder, or to enable **PMT** to comply with all applicable filing or recording laws.
 - D.** In the event any provision of this **SLA** is held to be invalid or unenforceable, the remaining provisions of this **SLA** will remain in full force.
 - E.** The waiver by either party of any default or breach of this **SLA** shall not constitute a waiver of any other or subsequent default or breach. Except for actions for non-payment or breach of **PMT'S** proprietary rights, no action, regardless of form, arising out of, or in connection with this **SLA** may be brought by either party more than one (1) year after the cause of action has accrued.
 - F.** **PMT** is an independent contractor; nothing in this **SLA** shall be construed to create a partnership, joint venture, or agency relationship between the parties.
 - G.** This **SLA** constitutes the complete agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, proposals, representations, discussions, literature, and the like, written or oral. This **SLA** may not be modified or amended except

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in writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this **SLA**. It is expressly agreed that the terms of this **SLA** shall supersede the terms in any **LICENSEE** purchase order or other ordering document, if any exist.

- H.** If any proceeding is brought to enforce or interpret the terms of this **SLA**, including for the enforcement of any payment owed by **LICENSEE** to **PMT**, all parties consent to the jurisdiction and venue of any federal, state or local court in Rapides Parish, Louisiana and all parties agree that the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred.
- I.** This **SLA** shall be construed as to its fair meaning and not strictly for or against either party.
- J.** Neither party shall be deemed to be in default of any provision of this **SLA**, or for failures in performance resulting from acts or events beyond its reasonable control. Such acts shall include, but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, terrorist attacks, other undefined catastrophes, labor disputes, or other events beyond such party's reasonable control.
- K.** This **SLA** is not assignable, directly or indirectly by either party, without the prior written consent of the other party; provided, however, that either party may assign this **SLA** to an affiliate or to a successor-in-interest as part of an internal reorganization which results in such party being organized in a different legal entity or corporate form, whether through conversion, merger, or otherwise.

PEARSON MEDICAL TECHNOLOGIES, LLC:

FACILITY NAME HERE:

By: _____
Opal Andrus Johnson
VP Sales and Marketing
Date: _____

By: _____
Name: _____
Title: _____
Date: _____