



CANON MEDICAL SYSTEMS USA, INC.

Made For life

QUOTATION/ORDER SUMMARY

DATE: 12/27/2018
SID #: 30059026
QUOTE #: 125246-1.1

PRESENTED TO:
STATE OF WEST VIRGINIA DEPARTMENT OF
ADMINISTRATION
2019 WASHINGTON ST E
CHARLESTON, WV. 25305

AQ/LB-SERIES/ONC/S.000
AQUILION LARGE BORE CT SCANNER - ONCOLOGY

RECEIVED

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WV PURCHASING
DIVISION

This quotation shall remain valid until March 15, 2019.

All prices are F.O.B. destination.

Payment terms are: Cash - 10% down payment, 70% upon shipment, 20% net 30 days upon completion of installation and/or availability for first use, whichever is earlier.

Please return signed quotation to Canon Medical Systems USA, Inc. by email OrderAdmin@us.medical.canon or fax 714-441-9320.

ACCEPTED AGREED AND ORDERED:

PURCHASER'S SIGNATURE/TITLE

DATE

CANON MEDICAL SYSTEMS REP

DATE

All information contained in this quotation is confidential and may not be disclosed to any third party without Canon Medical Systems' prior written consent.



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EQUIPMENT SUMMARY:

AQ/LB-SERIES/ONC/S.000

AQUILION LARGE BORE CT SCANNER - ONCOLOGY

| <u>PART NUMBER</u> | <u>QTY</u> | <u>DESCRIPTION</u> |
|--------------------|------------|--|
| | 1 | AQUILION LB HIGH CAPACITY EXTENDED COUCH |
| | 1 | CT SCANNER AQ LB WITH HIGH CAPACITY EXTENDED COUCH |
| | 1 | ACCESSORY KIT FOR HIGH CAPACITY COUCH |
| | 1 | PHANTOM, IMAGE QUALITY |
| | 1 | CONSOLE DESK 65" X 36" X 30" |
| | 2 | MULTIFUNCTION TASK CHAIR WITH ARMS |
| | 5 | MEDIA,DVD-RAM DRIVE (9.4 GB) |
| | 1 | NON-CORROSIVE FLOOR LEVELING EPOXY KIT |
| | 1 | DICOM 3 MODALITY WORKLIST MANAGEMENT (MWM) SERVICE CLASS USER (SCU) SYSTEM |
| AQ/PDU | 1 | POWER DISTRIBUTION UNIT |

TOTAL QUOTE PRICE
Applicable Sales Tax Additional

\$442,542.00



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FINANCE OPTIONS:

Finance options are available through Canon Medical Finance USA, a program of Canon Medical Systems USA, Inc.

CANON MEDICAL FINANCE USA OFFERINGS:

- Fair Market Value, \$1.00 Buy Out (Lease to Own), and Loan structures
- Finance terms ranging from 12 months to 84 months
- Financing for 3rd party assets (including, but not limited to leasehold improvements & I.T.)

CANON MEDICAL FINANCE USA BENEFITS:

- No progress payments. Payments begin after delivery and installation
- Upgrades to the current technology platform can be financed.
- Flexible finance structures, such as deferred payments, tiered repayments, and bridge financing, to meet cash flow needs

Finance options are subject to credit underwriting, approval, and a fully executed contract.

For more information, please contact Trish Malone, Dir. Financial Programs at:

tmalone@us.medical.canon or +1 714 669 1226

AQ/LB-SERIES/ONC/S.000**AQUILION LARGE BORE CT SCANNER - ONCOLOGY**

Aquilion Large Bore Series (Aquilion LB), with Adaptive Iterative Dose Reduction 3D (AIDR 3D), is a large bore Computed Tomography (CT) scanner that provides improved patient positioning with outstanding image quality and clinical performance for today's radiology and oncology suites.

The system was designed for improved patient positioning and image quality necessary for CT simulation, oncology treatment planning, interventional radiology procedures and bariatric patients. This includes:

- Widest bore opening in the industry (90 cm) for easy patient positioning and maximum flexibility for treatment planning, and
- Largest true (non-extrapolated) field-of-view (70 cm), which covers more anatomy with greater accuracy than ever before by using Canon Medical Systems' PUREVISION PLUS Detector.

The Aquilion LB solves one of the biggest problems faced in oncology – the positioning of a large patient on a breast board with both arms up and the board tilted to its maximum (25%).

The Aquilion Large Bore Series scanner includes Aquilion's best-in-class, PUREVISION detector with 0.5mm elements. Aquilion LB's PUREVISION detector provides true isotropic resolution to radiology and oncology alike. Capable of reconstructing 32 unique slices with every rotation using Canon Medical Systems' proprietary coneXact algorithm. The Aquilion LB enables the user to scan in one plane and reconstruct information in another plane with the same image quality. This allows clinicians to use 3D volumetric information when needed. Aquilion LB's PUREVISION detector is the only detector to provide three slice-width combinations – 16x0.5, 16x1 and 16x2 mm – and it achieves an industry-leading, low-contrast resolution without using additional dose.

The combination of a high-speed scanner and a powerful, high-voltage generator meets every diagnostic requirement. Solid-state, multi-row detectors and optimal reconstruction techniques ensure high-quality images. A high-performance CPU, large color monitor, hybrid keyboard and refined Graphic User Interface (GUI) make the operating environment highly efficient.

COMPONENTS

- Large-aperture, 90 cm, slip-ring gantry and extra-wide couch (47 cm)
- 72 kW High-frequency X-ray generator and 7.5 MHU high-heat-capacity X-ray tube
- Ergonomic operator console
- Volumetric image processor
- High-capacity hard disk

- CD-R / DVD-RAM Drive – 9.4 GBytes (double sided DVD RAM)
- Image data transfer link
- Patient comfort accessories
- Operator manuals and quality assurance phantoms

KEY FEATURES

Single-Energy Metal Artifact Reduction (SEMAR)

SEMAR (Single-Energy Metal Artifact Reduction) technology employs a sophisticated reconstruction algorithm to reduce artifacts caused by metal while improving visualization of the implant, its supporting bone and adjacent soft tissues for accurate imaging.

SEMAR can be used in routine low-dose scans, and the combination with AIDR 3D provides the best possible image quality without the need for a dedicated scan procedure or additional radiation exposure. It can be used with Helical scan mode. Canon Medical Systems will include SEMAR with each system as a value add.

** Bone structures near the metal-tissue interface may become distorted. Metal artifacts may not be completely removed in areas near the metal material. Comparison with the original images is suggested when performing diagnosis using SEMAR images.*

Improved Patient Positioning: The industry's largest aperture of 90 cm and the 70 cm true reconstruction field-of-view provides extreme flexibility during CT simulation and improved treatment planning.

Routine Fast Scanning: Using slip-ring technology, Aquilion LB is able to perform 0.32-second partial scans and 0.5-second routine scans to meet the demands of dynamic and helical examinations.

High Image Quality: The Aquilion LB features 994 channels in 40 rows of solid-state detectors; specialized, user-selectable, image-reconstruction algorithms; and a wide selection of slice thicknesses that provides 32 slices of high quality images. The system provides outstanding low-contrast resolution of 2 mm at 0.3% and high-contrast resolution of 0.35 mm.

High-Power Generator: Robust, high-voltage circuits generate 72 kW of power and 600 mA, providing support for the 7.5 MHU X-ray tube that makes possible helical scans up to 100 seconds and scans with metal-free scan range of up to 1,800 mm.

Multiple kV Selections: 80, 100, 120 and 135 kV.

Fast Image Reconstruction Time: Up to 22 images per second.

SURETechnology: Real-time helical display, which provides instantaneous visualization of acquired images, allows the operator to rapidly assess if additional images are needed. SUREStart bolus tracking software, which is included in the standard configuration, provides the ability to monitor contrast media in real-time.

Easy Operation: Perform easy operations using the 18-inch LCD monitor, mouse and hybrid keyboard. Scan automatically by programming procedures with eXam Plan and vocal instructions through VoiceLink™.

Optimal Space Utilization: The Aquilion LB has only three components – gantry, couch and console – with a footprint of only 27 square meters.

DOSE-REDUCTION FEATURES

Aquilion LB Series reinforces Canon Medical Systems' guiding principle of ALARA for every patient. To achieve this, Aquilion LB Series has an array of adaptive and integrated dose-reduction strategies that are implemented at every stage, from patient registration to image reconstruction. In addition, patient dose reduction is integrated into the console software, so it activates prior to turning on the x-ray beam.

Adaptive Iterative Dose Reduction 3D (AIDR 3D)

AIDR 3D is the third generation in the evolution of Canon Medical Systems' iterative reconstruction technology. AIDR 3D is an iterative algorithm intended to reduce pixel noise from the original data, the results analyzed, and the process repeated until the target level of noise-reduction is achieved. This iterative algorithm is superior in reducing background noise while preserving diagnostic information compared to non-iterative approaches.

AIDR 3D can be integrated into all acquisition modes for routine clinical use and is able to remove image noise resulting in dose reduction. This feature, a \$150,000 value, is included in each Aquilion LB Series at no additional charge.

SUREExposure3D (x, y, z automated mA modulation software)

Canon Medical Systems' SUREExposure3D software automatically adjusts the mAs based on patient anatomy to adapt to and compensate for changes in attenuation level.

Quantum Denoising Software - QDS (Adaptive Noise Reduction)

Canon Medical Systems' Quantum Denoising Software is an adaptive noise reduction algorithm that works in the image data space by preferentially smoothing areas of uniform density while preserving the edge information of the image.

QDS works in both two and three dimensions and can drastically reduce image noise, thus lowering dose. Most importantly, QDS works in conjunction with the SUREExposure3D software to adjust the mAs based on

the expected noise reduction from QDS. In this way, patient dose reduction is totally integrated in the Aquilion console software prior to turning on the x-ray beam.

SUREExposure3D (x, y, z automated mA modulation software)

Canon Medical Systems' SUREExposure3D software automatically adjusts the mAs rapidly during the scan to adapt to and compensate for changes in attenuation level produced by the non-uniformity of the anatomy being imaged. Therefore, as the scan moves from the shoulders to the lung, the mAs goes down, and as the tube rotates around the patient, less mAs is used anterior-posterior than laterally. Sure Exposure helps reduce dose while maintaining image quality.

Boost3D

Boost3D is an adaptive, three-dimensional algorithm that virtually eliminates degradation of image quality due to highly attenuating anatomical structures, such as the pelvis or shoulders. Without dose reduction algorithms, like Boost3D, these highly attenuating areas require increased mAs and kVp to overcome the low photon count. Instead, Boost3D seeks out portions of the raw-projection data where there is a disproportionate loss in x-ray signal and applies a three-dimensional algorithm locally to reduce the image noise and streak artifacts.

NEMA XR 25, XR 26 and XR 29

Aquilion PRIME Series ELITE meets the National Electrical Manufacturers Association's (NEMA) Medical Imaging & Technology Alliance (MITA) standards XR 25, XR 26 and XR 29.

- MITA XR 25 Computed Tomography Dose Check
 - Includes dose alerts and allows facilities to set dose notification values.
- MITA XR 26 Access Controls for Computed Tomography: Identification, Interlocks, and Logs
 - Provides access control ensuring only authorized operators can alter controls of the CT equipment.
- MITA XR 29 Standard Attributes on Computed Tomography (CT) Equipment Related to Dose Optimization and Management
 - Smart Dose standard bundles four important features to ensure that equipment produces high-quality diagnostic images while supporting patient safety:
 - DICOM Structured Reporting
 - CT Dose Check
 - Automatic Exposure Controls,
 - Pediatric and adult reference protocols.

EQUIPMENT DESCRIPTION

Aquilion LB Gantry

The Aquilion LB gantry uses a direct-drive design to provide accurate alignment between beam and detector, and to reduce rotational noise for higher-quality images.

A low-voltage slip ring assures reliable, continuous power transfer.

- Digital signal transmission facilitated by innovative optical-coupling technology moves information to the volumetric image processor
- Generator is inside the gantry to conserve space

Other features include:

- Industry's largest aperture: 90 cm
- Five scan fields of view: 24, 32, 40, 55 and 70 cm
- Gantry controls on both sides (right and left)
- Patient positioning lights
- Wide range of scan times provides greater flexibility for optimal image quality (0.32 partial; 0.5, 0.75, 1, 1.5, 2 and 3 seconds full)
- Slice thickness selections of 16x0.5, 16x1 and 16x2 mm with the capability of stacking images to the desired slice thickness

CT Console

- Consists of hybrid keyboard, mouse, monitor and Navibox
 - Controls the entire system, including power
 - Image display
 - Scanscope control
 - Remote control of couch-top movement
 - Window level and width adjustment
 - Three preset windows can be stored in the eXam Plans
 - Other mouse-operated, image-processing functions
 - High line-rate, 18-inch LCD monitor
 - Displays images in 512x512 or 1024x1024
 - CT number display ranges from -1,536 to +8,191
 - 32 programmable voice commands
- * *Dual console (optional)*

X-ray Tube

The Aquilion LB is equipped with the MegaCool™ X-ray tube. This compact, high-performance tube was designed specifically to minimize tube-cooling delays in heavy patient-load conditions using 0.5-second scan time.

Other features include:

- Dual focal spots
- Anode capacity of 7.5 MHU
- Dissipation rate of 1,386 kHU per minute maximum

Detectors

The PUREViSION detector design allows Canon Medical Systems to generate a 70 cm true field-of-view – the largest in the industry – for improved positioning.

Other features include:

- PUREViSION solid-state detector array
- Low-contrast resolution of 2 mm at 0.3%
- 994 detector channels and 40 rows of detector elements
- 1,800 views per second to produce high-resolution images

Computer

- Two 64-bit processors
- Windows 7 Operating System
- Capable of simultaneous scanning, reconstructing, archiving and filming without interruption – true multi-tasking system
- Ultra-fast, 217 GB hard disk
- 100,000 images on both scan and display console
- 3,600 rotations of raw data maximum
- CD-R / DVD-RAM Drive – 9.4 GBytes (double sided DVD RAM)
- DICOM CD writer (*option*) – Archive up to 1000 images

PATIENT AND IMAGE MANAGEMENT

Patient Demographics Management

- Enter individual patient information at the time of examination manually or imported from Modality Worklist Management query.
- On-line patient appointment file management

Image Management

Aquilion LB images can be stored on hard disk, magneto-optical disk or transferred via gigabit Ethernet connection using DICOM 3.0 standards.

DICOM 3.0 (Storage SCU)

- Allows the CT scanner to export images to CT simulation, 3D workstations or any other device on the network
- Consists of software only and utilizes pre-existing Ethernet ports on the CT scanner to connect to a coax-Ethernet-based network running TCP-IP communication protocols
- The system can be set to automatically transfer images to the network after an exam is complete

DICOM 3.0 (Print SCU)

Allows the CT scanner to send image data that has been acquired and reconstructed to a film imager for printing via Ethernet in conformance with DICOM 3.0 standards

Image Display

- Display in multiple formats ranging from 1 to 16
- Overlay an inset scanogram for quick reference marking
- Add, subtract, rotate or filter images
- Adjust window width and level non-linearly, accommodating up to six built-in curves and six user-defined curves

IMAGE QUALITY ENHANCEMENTS

Automatic, 2-Pass, Beam-Hardening Correction (BHC): Compensates for the non-uniform, beam-hardening effect of bone for more accurate reconstruction. Reduction of streak artifacts in the posterior fossa and elimination of cupping artifact in the mid-brain.

Reconstruction Algorithms: Grouped by anatomical application, more than 50 algorithms are provided for customized image reconstruction according to the diagnostic information needed or physician preference.

HELICAL SCAN & FUNCTIONALITY

MultiView: Built into protocol for fast, multi-planar reconstruction in batch mode specifically for multislice data sets. Coronal, sagittal and axial images are created from isotropic volume data.

3D Imaging: Provides excellent image quality with surface shaded-renderings and volume-rendered 3D images. Provides zooming and panning over the 3D surface and performs distance measurements. Other features include:

- 3D surface display
- 3D shaded volume display
- Maximum intensity projection (Max - IP)
- Minimum intensity projection (Min - IP)
- Intensity volume rendering

Quantitative Analysis

- Profile display of CT numbers along a selected line in the axial plane
- Distance measurement and display
- CT number display
- Histogram display

Annotation

- Four lines of comments and arrow display
- 36 exam information fields that can be selectively masked or shown depending on site requirements

eXam Plan Protocols

- 684 eXam Plan protocols that can be adjusted while scanning
- Four preset reconstructions
- eXam Plan sets can be stored on optical disks and copied to other Canon Medical Systems scanners

Archiving

- Can be automated with each eXam Plan
- Data can be stored on and retrieved from MOD
- Raw data and image data can be protected to prevent deletion

Filming

- Auto filming can be set as part of the eXam Plan
- Images are displayed in 512x512 or 1024x1024

CUSTOMER CARE SERVICES**InnerVision™ Plus**

Remote system diagnostics are available around-the-clock to help identify problems and provide potential solutions before care is interrupted or an engineer can arrive. InnerVision Plus is included at no charge and connected while any CT is under warranty, or any service agreement including Full Service, In-House Support, Partnership and/or VISN Master Service Agreement

Image Maker Express

Image Maker Express is an online marketing resource that helps Canon Medical Systems customers build demand for imaging service by growing their referring physician and patient relationships. Image Maker Express includes:

- Easy-to-use marketing resources and tools developed exclusively for Canon Medical Systems customers to bring together effective marketing strategies and tactics.
- A wealth of collaterals and content to create high-quality brochures, print ads and more to help market the Canon Medical Systems customer's new imaging capabilities.

Image Maker Express Materials available include:

- Product images and logos
- Clinical images and videos
- PowerPoint presentations and promotional videos
- Brochure samples
- Customizable press releases and media tips
- Marketing strategy tutorials

**Offerings may vary per product*

APPLICATION TRAINING

Each system includes a custom developed three phase education program and the industry exclusive Performance Pro approach to learning.

Performance Pro is a unique approach to education utilizing blended learning with the promise of technical proficiency and optimal productivity for both physicians and technologists. If for any reason the customer is not satisfied with any portion of the training, Canon Medical Systems will conduct that portion of the training again, at no charge.

Choice of two (2) Medical Imaging Consultants self-study programs; The CT CrossTrainer and/or The CT Registry Review Program.

The CT CrossTrainer is designed to acquaint the less-experienced technologist with important CT principles, technology and clinical exams. The program consists of 6 comprehensive StudyModules that have been accredited for 17 Category A CE credits; credits are earned by passing a post test for each StudyModule.

The CT Registry Review Program is designed to help the experienced CT technologist prepare to pass the ARRT's post-primary exam in CT. The course consists of 8 comprehensive StudyModules that have been accredited for 19 Category A CE credits; credits are earned by passing a post-test for each StudyModule.

Phase I: An initial thirty-two (32) hours, of on-site education will be provided at the customer facility during system go-live. This training is provided for up to four (4) imaging professionals to focus on maximizing CT simulation scanning techniques and protocols for scanning. Training is scheduled consecutively, Monday through Friday, with Monday mornings and Friday afternoons scheduled as travel time for the applications specialist. Accredited for CE credits by the ASRT Education Foundation. CEU's are awarded based on student participation and provided at the discretion of the Applications Specialist.

Phase II: A second week, thirty-two (32) hours, of on-site education will be provided at the customer facility following system go-live. This training is provided for up to four (4) imaging professionals to focus on maximizing CT scanning techniques and protocols for scanning. Training is scheduled consecutively, Monday through Friday, with Monday mornings and Friday afternoons scheduled as travel time for the applications specialist.

Phase III: An additional twenty-four (24) hours of on-site education will be provided for the same four (4) imaging professionals, which participated in



Phase I training, approximately 6-8 weeks following installation to optimize staff proficiency and system productivity.

Note: Canon Medical Systems personnel are not responsible for scanning patients, patient safety, any actual patient contact, or operation of equipment during education sessions. Canon Medical Systems will only demonstrate proper equipment operation.

The training is offered to the Customer at no charge, providing that it is completed no later than one (1) year after the warranty start date.

Additional onsite training is available for purchase.

Applications support is available by phone on the toll-free ASSIST line, 1-800-521-1968.



COMPONENT SUMMARY:

| <u>PART NUMBER</u> | <u>QTY</u> | <u>DESCRIPTION</u> |
|--------------------|------------|---|
| | 1 | AQUILION LB HIGH CAPACITY EXTENDED COUCH |
| | 1 | CT SCANNER AQ LB WITH HIGH CAPACITY EXTENDED COUCH |
| | 1 | ACCESSORY KIT FOR HIGH CAPACITY COUCH Includes each of the following items: <ul style="list-style-type: none">• Rolled Edge Foot Extension Pad• Wide & Medium Security Straps• Chin and Forehead Straps• Adult Head Rest Pads (Medium and Large)• Tilt Wedge• Knee Support Wedge• Coronal Head Support• Table Pad• Protective Table Covers (Box of Four)• Detachable Rail 77" |
| | 1 | PHANTOM, IMAGE QUALITY Measures image quality to ensure compliance to Canon Medical Systems standards for: <ul style="list-style-type: none">• High-contrast resolution• Low-contrast resolution• Slice thickness• Noise• Contrast scale |
| | 1 | CONSOLE DESK 65" X 36" X 30" Measures 65" x 36" x 30" |
| | 2 | MULTIFUNCTION TASK CHAIR WITH ARMS |
| | 5 | MEDIA,DVD-RAM DRIVE (9.4 GB) <ul style="list-style-type: none">• 9.4 GB• Two-sided |
| | 1 | NON-CORROSIVE FLOOR LEVELING EPOXY KIT |
| | 1 | DICOM 3 MODALITY WORKLIST MANAGEMENT (MWM) SERVICE CLASS USER (SCU) SYSTEM Allows the CT system to obtain details of patients and scheduled examinations electronically from the HIS/RIS system, avoiding the potential mistakes of manual entry. |

Note: This option does not include a DICOM gateway for the HIS/RIS system.

AQ/PDU

1 POWER DISTRIBUTION UNIT

The PDU is engineered to address common power problems found in the hospital environment and to isolate the CT system components to meet IEC 60601-1 Third Edition requirements. This is important to assure optimal reliability and performance of CT systems. Customer is responsible for complying with Canon Medical Systems' site specifications for electrical power.

This device provides most of the electrical site preparation requirements of Canon Medical Systems CT systems. The PDU contains a low impedance isolation step-down transformer with a shielding plate between primary and secondary.

Voltage Conversion

Wiring costs are significantly reduced since the PDU accepts a single, 480V delta input, supplying 200V to the generator and the various other parts of the system.

Distribution

The PDU comes prepackaged with the distribution breakers needed for each system feed. Having all system breakers in one location also makes it easier for service personnel to remove power.

Installation

Installation is much faster, more predictable, and less expensive with a factory-assembled and tested system.



PRODUCT WARRANTY AND SERVICE COVERAGE

SYSTEM WARRANTY TERMS

Canon Medical Systems warrants that the Equipment will be free from defects in material and workmanship, for the duration and subject to the terms and conditions stated below. Any part furnished to Customer during the warranty period (stated in the table below) to correct a warranty failure will be warranted to the extent of the unexpired term of the warranty applicable to the Equipment.

The warranty period will commence on the date the installation of the product is complete. Notwithstanding the foregoing, in the event that the installation of the product is delayed for a total of thirty (30) days or more from the date of delivery for any reason or reasons for which Canon Medical Systems is not responsible, the warranty period for such product may, at Canon Medical Systems' option, commence on the thirtieth (30th) day from the date such product is delivered to Customer.

WARRANTY EXCLUSIONS

Warranty coverage does not include any defect which results, in whole or in part, from (1) negligent storage or handling of the product by Customer, its employees, agents, or contractors, (2) failure of Customer to prepare the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of Canon Medical Systems, (3) absence of any product, component, or accessory recommended by Canon Medical Systems but omitted at Customer's direction, (4) any design, specification or instruction furnished by Customer, its employees, agents, or contractors, (5) any alteration of the product by persons other than Canon Medical Systems, (6) combining Canon Medical Systems' product with any product furnished by others that is not approved by Canon Medical Systems, (7) combining incompatible products of Canon Medical Systems, without Canon Medical Systems' prior approval, (8) improper use of the product, improper maintenance of the product by a party other than Canon Medical Systems, or failure to comply with any applicable instructions or recommendations of Canon Medical Systems, or (9) acts of God, fires, floods, strikes or other labor disturbances, or other causes beyond the reasonable control of Canon Medical Systems.

Canon Medical Systems does not warrant any products not manufactured by Canon Medical Systems such as, without limitation, monitors, cameras, computer equipment, injectors, and lasers. Such items will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems.

Warranty coverage also excludes consumables, including but not limited to batteries, storage media, positioning pads, table pads, power units, and radioactive sources.

X-RAY TUBE WARRANTY

CT X-ray tubes are covered under a separate warranty. The CT X-ray tube included with the purchase of a new system is governed by the glassware warranty, described below, not the system warranty.

CT X-ray tubes carry a prorated warranty based on the number of rotations shown below or 12 months, whichever occurs first.

| Tube Type | Prorated Warranty |
|---|--------------------|
| CXB-750/D/4A: AQ/RXL, AQ/LB-SERIES, ASSUREPLUS-V, AQ64, AQ16, CELESTEION/PETCT | 200,000 rotations* |
| CXB-750/E/2A: AQ/ONE/ASSURE | 150,000 rotations* |
| CXB-750/F/2A: AQUILION-ONE-SERIES-V/4, ONE-VISION-640-SERIES-S, AQUILION GENESIS SERIES | 100,000 rotations* |
| CXB-750G/2A: PRIME-SERIES-S, PRIME-S-CHOICE | 200,000 rotations* |
| CXB-500B/1A: AQ/LIGHTNING | 100,000 rotations* |

* A rotation is any 360-degree or single rotation of the gantry with X-rays on.

CT X-RAY TUBE PRORATION CALCULATION:

Credits for CT X-ray tubes that fails during the warranty periods stated above will be calculated as follows:

Tubes with Prorated Rotation Warranty:

$$\text{Credit} = 1 - \frac{\text{Number of Rotations Used}}{\text{Number of Rotations Warranted}}$$

Complete glassware coverage during warranty period may be purchased from Canon Medical Systems at an additional charge.

REMEDIES

If Canon Medical Systems determines that any product fails to meet the above-mentioned warranty during the applicable warranty period, Canon Medical Systems will correct any such failure by either, at its option, repairing, adjusting, or replacing without charge to Customer any defective or nonconforming parts of the product. Canon Medical Systems will have the option to furnish either new or remanufactured replacement parts or assemblies. However, remanufactured parts will meet the manufacturer's specifications for new components as of the date of completion of installation. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems.

SOFTWARE UPDATES



Canon Medical Systems will furnish to Customer, free of charge for the life of the Equipment, all Canon Medical Systems software or hardware upgrades to the Equipment purchased by Customer, which are intended to correct a safety risk. Software updates offering enhancements to previously purchased software features will be provided during the term of the warranty, if they do not require hardware modifications or additions. Software upgrades providing new features or capabilities not originally purchased, will be made available for purchase by Customer upon request when compatible with the originally purchased hardware. Canon Medical Systems retains the sole right to determine whether a software release is considered an update or an upgrade for which Customer will be charged. The above items will be performed only during the Covered Hours stated in the warranty. Service required outside these hours will be billed at Canon Medical Systems' differential rates in effect at the time such items are provided to Customer.

WARRANTY SERVICE

Warranty service during the applicable warranty period will be performed without charge to Customer during Canon Medical Systems' normal business hours, Monday through Friday, excluding Canon Medical Systems holidays. Subject to the availability of personnel, after-hours service is available upon request at an additional charge.

Customer must promptly notify Canon Medical Systems within the applicable warranty period of any defect that is covered by the warranty, and make the Equipment promptly available for repair and maintenance.

DISCLAIMERS AND LIMITATIONS ON LIABILITY

Canon Medical Systems' obligations stated above will be Customer's sole and exclusive remedy for a breach of the warranty set forth above. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Canon Medical Systems does not warrant that the operation of the Equipment will be uninterrupted.

| ITEM TYPE | COMPUTERIZED TOMOGRAPHY |
|-------------------------------|-------------------------|
| EQUIPMENT | 12 Months |
| ACCESSORY OPTIONS | 6 Months |
| REPLACEMENT & OPTIONAL PARTS* | 90 Days |
| UPGRADE COMPONENTS | 90 Days |

* The above 90-day period applies only to parts that are not furnished pursuant to a warranty repair for the Equipment. Any part furnished to Customer during the warranty period to correct a warranty failure will be warranted to the extent of the unexpired term of the warranty applicable to the System.

TERMS AND CONDITIONS OF SALE

1. **TITLE AND RISK OF LOSS.** Title and risk of loss to the Equipment purchased under this Agreement will pass to Customer: (a) if Canon Medical Systems is to provide installation, upon Canon Medical Systems' completion of installation, or (b) if Canon Medical Systems will not provide installation, upon delivery by Canon Medical Systems to a common carrier at Canon Medical Systems' facility from which the Equipment is shipped, whichever comes first.

2. **TERMS OF PAYMENT.** Prices stated are F.O.B. Customer's facility. All taxes which are payable by Canon Medical Systems in connection with the sale, use, or possession of the Equipment (excluding income taxes), will be paid by Customer in addition to the quoted price. Terms of payment will be as stated in the first page of this Quotation. All invoices paid after due date will be assessed a late payment charge of the lesser of 1 1/2% per month or the maximum rate permitted by law.

3. **DELAYS.** If Customer changes the scheduled delivery date during the period of 120 days preceding the delivery date, Customer will nevertheless pay the installment of the purchase price which would have been payable upon delivery, on the Scheduled Delivery Date as if delivery had been made on such date. In addition, Customer will pay all extra costs incurred by Canon Medical Systems' as a result of such delay, including, without limitation, storage and transportation. Storage fees will be charged at commercially comparable rates for storage on Canon Medical Systems' site. If delivery is delayed by 12 months or more from the Scheduled Delivery Date, except through the fault of Canon Medical Systems, the price set forth in this Agreement may be increased by Canon Medical Systems to a level equal to the prevailing price in effect at the time of the revised delivery date.

4. **EQUIPMENT INSTALLATION.** Canon Medical Systems will provide, at no additional cost, standard labor and rigging services to unload the Product from the transport vehicle and move to the final position. The shoring of floors, the widening of doorways, and other nonstandard rigging requirements will be negotiated between the Canon Medical Systems and Customer separately if it is determined they are required. Canon Medical Systems will install all Equipment purchased under this Agreement and connect them to existing power and/or plumbing lines at no additional charge to Customer. Customer will be responsible for electrical wiring, plumbing, carpentry, plastering, painting, or all other site preparation required prior to installation and connection of the Equipment by Canon Medical Systems. Customer will provide space at the installation site for the safe storage of Canon Medical Systems' tools, test equipment and other materials used for installation at no charge to Canon Medical Systems. Customer shall, at its cost, obtain all permits and licenses required by governmental authorities in connection with the installation and operation of the Equipment. Customer acknowledges that the System and Software are designed to operate within certain power, temperature, airborne contamination, and humidity ranges. Customer will be responsible for, without limitation: (i) preparing and maintaining the Customer facility in conformance with the Site Preparation Guide; (ii) maintaining its network infrastructure; (iii) providing Canon Medical Systems, access to a network connection in or near the area of the System being serviced by the equipment service staff; and (iv) supplying computer grade AC power. The Equipment relies upon a stable grounded connection to the main power grid in order to function effectively. Customer acknowledges that AC power supply quality may be a problem in old facilities or in those facilities receiving poor quality utility service and that power conditioning may be necessary in such cases.

stable grounded connection to the main power grid in order to function effectively. Customer acknowledges that AC power supply quality may be a problem in old facilities or in those facilities receiving poor quality utility service and that power conditioning may be necessary in such cases.

5. **EQUIPMENT OPERATION.** Customer agrees that all Equipment purchased under this Agreement will be operated exclusively by duly qualified technicians and/or medical doctors in a safe and reasonable manner in accordance with Canon Medical Systems' written instructions, applicable laws and regulations, and for the purposes for which such Equipment was intended.

6. **LIMITED WARRANTY AND REMEDY.** A. For the warranty period described below by product, Canon Medical Systems, as its only obligation, will replace or repair, without charge to Customer during Canon Medical Systems' normal working hours (if Customer requests warranty service outside such hours, Customer will pay overtime premium for labor), any component of the Equipment that is defective in materials or workmanship, provided such defect is reported to Canon Medical Systems within the warranty period. Canon Medical Systems' warranty period is as follows: (a) Systems and Major Components - one year from date of completion of installation; (b) Accessories/Options (except glassware) - six months from date of completion of installation. Components not manufactured by Canon Medical Systems will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems. During the warranty period, Canon Medical Systems will furnish free of charge any parts, including software required to correct any defect in the Equipment or as required under applicable laws.

B. Canon Medical Systems does not warrant that the operation of the Equipment of the System will be uninterrupted. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems. Replacement parts may be re-manufactured. However, such parts will meet the manufacturer's specifications for new components as of the date of completion of installation. CANON MEDICAL SYSTEMS' OBLIGATION TO REPAIR OR REPLACE DEFECTIVE PARTS OR SOFTWARE WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY SET FORTH IN THIS AGREEMENT. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The warranty set forth in this Agreement will not apply to, and Canon Medical Systems will not be liable for any defects resulting from misuse, repairs performed by unauthorized third parties, accidents, acts of God, or neglect of anyone other than Canon Medical Systems.

7. LATEST HARDWARE AND SOFTWARE AT TIME OF DELIVERY. Canon Medical Systems agrees that the Equipment ordered by Customer will, at the time of delivery to Customer, contain, at no additional charge to Customer, the latest hardware and software manufactured by Canon Medical Systems for such Equipment that are commercially available in the United States and which are provided as part of Canon Medical Systems' standard configuration for such Equipment at the time of delivery. This commitment applies only to components and not an upgrade to the entire system. Furthermore, it is limited to hardware and software that (a) have been ordered by Customer, and not any optional or other items that were not ordered by Customer, and (b) are cleared by the FDA as of the date of delivery of the Equipment.

8. LIMITATION OF LIABILITY. A. NEITHER CANON MEDICAL SYSTEMS NOR CUSTOMER WILL UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, EVEN IF EITHER PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

B. IN NO EVENT WILL CANON MEDICAL SYSTEMS' LIABILITY TO THE CUSTOMER (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER TO CANON MEDICAL SYSTEMS UNDER THIS AGREEMENT. THE LIMITATION OF LIABILITY SET FORTH ABOVE WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY EQUIPMENT DEFECTS.

9. SECURITY INTEREST. Canon Medical Systems hereby reserves and Customer grants to Canon Medical Systems a security interest pursuant to the Uniform Commercial Code, in and to the Equipment (and all products and proceeds of it) until full payment of the purchase price is received. In the event that Customer finances its acquisition of the Equipment through a lease, conditional sale contract, secured loan agreement or other financing agreement (collectively, "Lease") with Canon Medical Systems, then the security interest in the Equipment (and all products and proceeds thereof) shall secure all obligations of Customer due and to become due under the Lease.

10. REMOVAL OF EQUIPMENT. Until Canon Medical Systems has received full payment of the purchase price, Customer will not remove all or any part of the Equipment from Customer's premises, nor will Customer sell, lease, transfer or otherwise part with the possession of, or permit any lien or encumbrance to be placed on all or any part of the Equipment.

11. REMEDIES OF CANON MEDICAL SYSTEMS. If Customer fails to make any payment when due under this Agreement, or becomes insolvent or makes an assignment for the benefit of creditors, or if a petition in Bankruptcy is filed by or against Customer, or if the financial responsibility of Customer becomes impaired, or if Customer otherwise breaches any of the terms and conditions of this Agreement, then Canon Medical Systems may, without prior notice or demand, defer shipments, cancel the balance of the order, suspend performance of any obligation (including without limitation, all obligations set forth under Limited Warranty And Remedy above), and/or take immediate possession of the Equipment delivered, until the full purchase price of the Equipment is paid by Customer or, at Canon Medical Systems' discretion, until security satisfactory to Canon Medical Systems is given by Customer. Any costs incurred by Canon Medical Systems as a result of suspending performance or repossession or collection will be payable by Customer. Canon Medical Systems may sell repossessed Equipment with proceeds to be applied to unpaid balance and expenses incurred in sale, repossession and collection. Customer will pay any remaining deficiency. Canon Medical Systems may exercise any other rights available to it by law.

12. EXCUSED PERFORMANCES. Except for Customer's payment obligations hereunder, neither party will be liable to the other for non-performance or delay in performance resulting directly or indirectly from any occurrences beyond such party's control, including without limitation, strikes or other labor troubles, acts of God, war, accidents, fires, floods, other catastrophes, inclement weather, transportation, delays caused by suppliers, or laws, regulations, or acts of any governmental agency.

13. SOFTWARE. All rights and interest in any software that may be furnished under this Agreement, and any updates and enhancements to it, will remain the property of Canon Medical Systems. Such software is being furnished to Customer under a non-exclusive license. Customer will not, or allow others to decompile, modify, copy, reproduce, or transcribe the software nor allow third parties to use the same without Canon Medical Systems' prior written consent. In the event a third party's software is furnished to Customer, Customer may be required to execute a software license agreement as requested by such third party as a condition to delivery and/or purchase of the third party's product. Canon Medical Systems will furnish Customer with a copy of such license agreement for its review and execution. In the event Customer sells the Equipment to a third party, the purchaser thereof will have the same rights and obligations with respect to any Canon Medical Systems software as Customer. Customer will need to make its own determination whether it needs to obtain any consent from a third party for non-Canon Medical Systems software.

14. CANCELLATION. Customer may not cancel the order subject to this Agreement except with Canon Medical Systems' prior written consent. In the event of cancellation without Canon Medical Systems' written consent, Canon Medical Systems will be entitled to recover liquidated damages in an amount equal to twenty percent (20%) of the purchase price of the Equipment

15. **ASSIGNMENT.** Neither party may assign any of its obligations under this Agreement without the prior written consent of the other party. However, some of the obligations stated in this Agreement, such as the ones relating to installation of items not manufactured by Canon Medical Systems and the warranty thereof may be performed by Canon Medical Systems' contractors or suppliers.

16. **EXPORT REGULATIONS.** This Agreement involves products, and/or technical data that may be controlled under the U.S. Export Administration Regulations and may be subject to the approval of the U.S. Department of Commerce prior to export. Any export or re-export by Customer, directly or indirectly, in contravention of such Regulations is prohibited.

17. **ATTORNEY'S FEES AND COSTS.** In the event of any legal proceeding involving any party to this Agreement against the other relating to the subject matter of this Agreement, the prevailing party in such proceeding will be entitled to recover reasonable attorney's fees, expert fees, and court costs against the non-prevailing party.

18. **ACCEPTANCE BY CANON MEDICAL SYSTEMS.** This Quotation/Order will not be binding on Canon Medical Systems even if signed by a Canon Medical Systems' employee, until Customer's order for the Equipment is booked by Canon Medical Systems' Headquarter office.

19. **ENTIRE AGREEMENT.** This quotation contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to its subject matter, including, without limitation, all different or additional terms and conditions which may be contained in Customer's bid documents, purchase order or any other documents furnished by Customer. The provisions of this Agreement may not be modified unless in writing and executed by both parties.



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
CHARLESTON, WEST VIRGINIA 25305-0130

W. MICHAEL SHEETS
DIRECTOR

State of West Virginia Bid Opportunity

| | |
|-----------------------------------|----------------------------------|
| Solicitation Type | CRFQ |
| Solicitation No. | CME1900000002 |
| Description: | FORENSIC CRITICAL IMAGING SYSTEM |
| Deadline for Q&A: | 12/18/18 |
| Mandatory Bid Conference: | |
| Bid Closing Date and Time: | 12/28/18 1:30 PM EST |

Dear Potential Bidder:

Your business has been identified as a potential vendor by the requesting agency for the solicitation noted above.

Should your business be interested in this bid opportunity, please visit www.wvOASIS.gov, and click on the Vendor Self Service (VSS) Portal. At the welcome screen, please review any announcements and log into your account or click on the "Public Access" button in the bottom left of the page in order to view the *West Virginia Purchasing Bulletin*. At the *West Virginia Purchasing Bulletin* page, you may view all bid opportunities or you may search for the solicitation noted above by typing the solicitation number in the "keyword search" box. All modifications to solicitations prior to award will be noted as an "addendum" and also available at this same location.

The *West Virginia Purchasing Bulletin* lists all bid opportunities more than \$5,000 for the state of West Virginia. Solicitations prefaced with an "A" are agency-delegated bid opportunities expected to be \$25,000 or less; those prefaced with an "C" are central Purchasing Division solicitations expected to exceed \$25,000.

Additional information may be accessed by clicking on the summary or details of the solicitation.

Should you decide to bid on this opportunity, you may submit a bid through the acceptable delivery methods including electronic submission via wvOASIS system, hand delivery, delivery by courier, or by facsimile; however, the Purchasing Division cannot accept bids via electronic mail.

Thank you for your interest in doing business with the State of West Virginia. Should you have any questions regarding becoming a registered vendor with the Purchasing Division, please visit our vendor registration webpage at <http://www.state.wv.us/admin/purchase/VendorReg.html>.

West Virginia Purchasing Division
WVPurchasing.gov