

Request for

CME80496

BFQ NUMBER

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

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

CHARLESTON WV 25311

HEALTH AND HUMAN RESOURCES S BUREAU FOR PUBLIC HEALTH P OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA STREET, WEST CHARLESTON, WV 25302 304-558-4865

ADDRESS CHANGES TO BE NOTED ABOVE

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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

- Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- Complete all sections of the quotation form.
- Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



Request for Quotation

TO

CME80496

Address correspondence to a lengon of the contract of the cont

ROBERTA WAGNER 304-558-0067

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

CHARLESTON WV 25311 HEALTH AND HUMAN RESOURCES BUREAU FOR PUBLIC HEALTH OFFICE CHIEF MEDICAL EXAMINER 619 VIRGINIA STREET, WEST CHARLESTON, WV 25302 304-558-4865

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

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FREIGHTTERMS TERMS OF SALE SHIP VIA FOB. DATE PRINTED 04/01/2008 BID OPENING DATE: BID OPENING TIME 01:30PM 04/30/2008 CAT NO AMOUNT UNITPRICE LINE QUANTITY UOP ITEM NUMBER QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEAQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR

56-2143971 WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE

304-343-8933

DATE

ADDRESS CHANGES TO BE NOTED ABOVE



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CME80496

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ROBERTA WAGNER 304-558-0067

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

CHARLESTON WV 25311

HEALTH AND HUMAN RESOURCES
BUREAU FOR PUBLIC HEALTH
OFFICE CHIEF MEDICAL EXAMINER
619 VIRGINIA STREET, WEST
CHARLESTON, WV
25302 304-558-4865

F.O.B. FREIGHT TERMS TERMS OF SALE SHIP VIA DATE PRINTED 04/01/2008 **BID OPENING DATE:** BID OPENING TIME 01:30PM 04/30/2008 AMOUNT UNIT PRICE LINE QUANTITY UOP ITEM NUMBER NO. 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. BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER. BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF 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. Imaging Corporation-WV Director of SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 364-343-8933 SIGNATURE nock 56-21 ADDRESS CHANGES TO BE NOTED ABOVE



Request for Quotation

REQ NUMBER CME80496

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ADDRESS CHANGES TO BE NOTED ABOVE

FREIGHT TERMS F.O.B. TERMS OF SALE SHIP VIA DATE PRINTED 04/01/2008 01:30PM BID OPENING TIME **BID OPENING DATE:** 04/30/2008 CAT. AMOUNT UNIT PRICE QUANTITY UOP ITEM NUMBER LINE DATE: SIGNED: TITLE * CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00) NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID ----RW/FILE 22--BUYER:--------CME80496----SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 4-343-8933 SIGNATURE



Request for Quotation

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ROBERTA WAGNER 304-558-0067

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WV-3F 'Rev. 01/01/07)

STATE OF WEST VIRGINIA

PURCHASE CONTINUATION SHEET

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File:	Acct. No. SEE PA		
Spending Unit:			

Vendor:		P.O. Date:	DHHR/OCME		
Item No.	Quantity	Description	l	Init Price	Amount
		SPECIFICATIONS FOR DIGITAL IMAGING SYSTEM:			
		The following General System Requirements are mand	latory:		
		Digital X-ray Imaging System Package to include the fo NEW Components:	nowing	****	
		 ✔ Provide an image information system based on 	Intranet		
		and Internet, which allows the distribution, visualization	,		
		processing and archiving of medical image data from vi	arious		
		imaging modalities (i.e., Computer Radiography).			
		• V System viewing software proposed permits a re	ange oi	1,1	
		editing options to include windowing, zoom, comparison	nctions		
		rotation/ mirroring, inversion, annotation, measuring fur	1000.00		
		and cine mode. System will provide the transmission of medical	ıl images		
		across the internet and can display patient data anywh	ere at any		
		place where a standard PC with an internet access is a	avallable.		
		System Communication features include DICC	M Query		
		(Digital Imaging and Communications in Medicine)/Ret	rieve,		
		printing, copy and paste.			
	İ	Access rights for specific user groups must be		444	
		configurable. The system must be configurable so that the s	pecific		
		viewer may only access subject images relative to the	r specific		
		case. In short, every user group has only access to pre-	edefined		
		material.	į		
		• V System Management features provide secure	d login		
		using username and password.	ĺ		
		Provide at least one PACS workstation with a	minimum		
		of 2 MegaPixel single monitor LCD display.	(D)(D		
		 Provide an archive source for image archiving (Digital Versatile Disc), CD(Compact Disk), RAID(reduced) 	ndant	1	
		Arrays of Inexpensive Disks), etc) that will archive in	ges online		
		and/or offline at current annual image volumes of 5,00	0 annually		
		with archival requirements for 5 year minimum.			
•		 Provide a Computed Radiography (CR) syste 	m capable		
		of 60 plates per hour capacity with related cassettes/p	lates. CR		
		minimum requirements:	ļ	L	
		o Single or multi CR(Computed Radiography) F	riate		
		Reader with Automatic Cassette / Plate Handling cap	anie oi		
		reading/processing 60 plates per hour. o CR(Computed Radiography) Workstation with	minimum		
	***	hardware specifications of Intel Pentium 4, 3.4 GHZ,	2GB DDR2		
		SDRAM, 1x80 GB SATA Hard Discs, CD R/W Drive,	Keyboard,		ı
		Mouse: Microsoft Windows XP Pro* SP2 OS			
		o 🗸 19" Flat Panel High Quality LCD Monitor/Disp	olay for CR		
		(Computed Radiography)workstation.		!	
		o CR(Computed Radography) Workstation and	Image		
		processing software	WAY.		
		o V Image Enhancement and management tools			
	I	o Modality Worklist			<u> </u>

WV-36 (Rev. 01/01/07)

STATE OF WEST VIRGINIA

PURCHASE CONTINUATION SHEET

Page c	of Pages	Requisition / P.O. No.: CME80496	8
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Item No.	Quantity	Description		Unit Price	Amount
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WV-96 Rev. 10/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1. <u>DISPUTES</u> Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2. HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3. GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4. TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5. PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- INTEREST Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
- 7. RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby
- 8. FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9. STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10. <u>SIMILAR SERVICES</u> Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. ATTORNEY FEES The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction.

 Any other provision is invalid and considered null and void.
- 12. ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. LIMITATION OF LIABILITY The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
- 15. TERMINATION CHARGES Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. INSURANCE Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18. RIGHT TO NOTICE Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- 20. CONFIDENTIALITY: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
- 21. AMENDMENTS All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:	
STATE OF WEST VIRGINIA	Company Name: Radon Medical Imaging Corporation-WV
Spending Unit:	Company Name: Radon I realize Linaging Corporation W
Signed:	Signed: Danny of Shock
Title:	Title: Director of Sales
Date:	Date: 04/18/08

ATTACHMENT	
P.O.#	

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Danny Shock 04/18/08		
Signature Date	Signature	Date
Director of Sales	T'	
Radon Medical Imaging Corporation - WV Company Name	Title	
Company Name	Agency/Division	

REO No. CME80496

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or my of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a resided party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than the thursand dollars in the aggregate

DEFINITIONS:

thebt 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 hard to the state or any of its political subdivisions, including any interest or additional penalties accrued

Debtor means any individual, corporation, partnership, association, limited liability company or any other form the business association owing a debt to the state or any of its political subdivisions. "Political subdivision" theraps any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or managed by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/ purchase/privacy for the Notice of Agency Confidentiality Policies.

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

acknowledges the live framework	For 14/1/
Kadon Nedical Imaging	orporation-WV
Vendor's Name: Nam	Date: <u>04 / /8/08</u>
	ales
Purchasing Affidavit (Revised 06/15/07)	

Date: 4/18/2008

Quote # 8

Expiration Date: 6/30/2008

Radon Medical Imaging Corporation-WV 1233 Greenbrier Street Charleston, WV 25311 Phone: (304) 343-8933 Fax: (3040 343-8937

dshock@radonwv.com



Roberta Wagner State of West Virginia 2019 Washington Street E. Office of Administration **Purchasing Di** Department Charleston, WV 25311 (304) 558-0067

Salesperson	Job.	Delivery Date	Payinent Terms
Dan Shock	WV State RFQ CME80496 – WV State Medica Examiner	Per RFQ 60 days ARO.	Per Customer RFQ

Description	Q ry				
All Web-PACS Systems Include: Server Hardware, Swappable Hard Drives, 8 Storage	!		1		
Bays, Dual Power Supplies, Microsoft Server & SQL Software, 1 Year Warranty. Includes:	1		1		
► 500 GB Archive	:	:			
► 3 Concurrent Expert Web Users					
 2 Concurrent DICOM Query/Retrieve Connections 	1		•		
▶ 1 Omni-Vue DICOM Viewers	1	:	:		
► HIPPA Audit Trail	:	•			
Basic DISASTER Backup Features:	1	!	ţ.		
☐ Redundant storage at the local hard drive of the Agfa CR30SP Workstation.	!	:			
☐ CD backup with DICOM viewer included via Omni-Web PACS workstation with CD/DVD					
burner / recorder	ļ	1			
Hardware and Software Upgrade: Storage Upgrade to 750 GB Storage (In combination					
with 500 GB archive of Web-PACS, provides 5+ years of storage of CR at 5000 studies	1				
per year average.)		i			
Genesis Omni-Vue Diagnostic Workstation with Single 2MP Grayscale Display					
Includes:					
2GB RAM, 160GB HD, CD-RW, DVD+/- Burner					
Ethernet Network Card, Keyboard, Mouse					
Microsoft Windows XP Professional					
Genesis Omni-Vue Diagnostic Viewing Software	1				
DICOM Send, Receive, Query/Retrieve, Print					
Image Manipulation, Image Stitching, Email Images, Burn CD/DVDs					
One (1) 21" Portrait Grayscale 2MP Diagnostic Monitor (Images)		•			
One (1) 17" Landscape LCD 1.3MP Reference Monitor (Patient List)					
User Manuals, Documentation & Software Training Videos				and the second second	·
CR 30.0 SP CR READER					
Single Cassette Feed					
Throughput: 70 plates per hour (depending upon size and application)					
Fits anywhere: small footprint, table top, low energy requirements Excellent image quality w/ fiber optic bundles and state-of-the-art MUSICA2GenRad	1				
Image processing Easy to service modular design will reduce down time and improve serviceability					
Flying spot: proven scan technology					
i Maid abort broken acali recuiology	4.0				1.00

Scanning at 10 pixels/mm Auto-calibrations and auto-corrections built in (W x D x H): 69 x 70 x 46 cm CR NX SERVER DELL OPTIPLEX GX620 PC Workstation INTEL PENTIUM 4, 3.4 GHZ 2 GB DDR2 SDRAM 1 x 80 GB SATA Hard Discs CD R/W Drive, Keyboard, Mouse WINDOWS XP PRO SP2 OS 19" FLAT PANEL MONITOR BARCO 19" Color Touchscreen LCD w/ELO resistive touch and serial controller CR -ID SOFTWARE ID software records patient demographic and examination data in a study-oriented format onto the memory chip embedded in the ADC cassette via radio frequency ID and QC on one exam screen DICOM PRINT Printer ready configuration can print to Agfa's Drystar dry printers and other DICOM enabled printers DICOM STORE/SEND DICOM-Store Connection Software allows online transmission in the DICOM standard communication protocol format Images can be transmitted via network or modem to PACS, remote stations, or other modalities "P-Value" DISPLAY OUTPUT DICOM CD EXPORT - DICOM CD burning for image duplication CR NX ON-LINE PROCESSING AND MUSICA 2 GenRad™ SOFTWARE On-line processing software performs multiple tasks Automatic Image-Processing (utilizing MUSICA 2 GenRad® Software) of incoming raw data from the CR unit Automatic window/level setting Manual "black-border" collimation Sensitometry mapping HIPPA security log and IHE workflow compatibility Supplies user with a fundamental QC-Viewer for basic image corrections MUSICA 2 GenRad® Optimizes Image Quality and Workflow Agfa HealthCare's unique and patented Multi-scale Image Contrast Amplification algorithm, "MUSICA", automatically processes the radiographic image at multiple frequency ranges (detail sizes) and optimizes the contrast within each of these ranges. MUSICA 2 GenRad is second generation MUSICA which intelligently renders exceptional bone and soft tissue detail simultaneously. MUSICA 2 analyzes the image data before applying optimal contrast and density to all details within the image. This results in maximum radiographic detail throughout the image, greatly reducing the need for manual activities such as window and level. The improved image quality, productivity and workflow result in a process that is more efficient from start to finish. NX PRECISION TOOLS SOFTWARE NX Precision Tools Include: Annotation (advanced/programmable) Tools Ortho Measurement Tools Digital Imaging Measurement Tools MUSICA Image Processing Control panel Details of Precision Tools Advanced Annotations Content Patient positioning markers (available on both Examination and Editing screens) Zoom/roam image Add predefined text Add free text with/without arrow Invert image Apply shutters Show/hide histogram Advanced Measurements Content Linear and circular calibration Angle Surface measurement of an circular Rectangular Free hand or polygonal annotation Distance measurement Leg length difference measurement Scoliosis measurement Perpendicular Line with midpoint

Set different colors

and the first terminal continues of the contract of the contra		 In the section of the party and considerable in the section of the section of an effective and a section of the s	
CR CASSETTES:			
35 x 43 cm CASSETTE-PLATE SET WITH MD 4.0T PLATES - QUANTITY OF 2 EACH 24 x 30 cm CASSETTE-PLATE SET WITH MD 4.0T PLATES - QUANTITY OF 2 EACH			
NX "OPTIVIEW" SOFTWARE for CR 30 SP+ System		Control of the Contro	
Square Marker	<u>:</u>	•	
Indicator for a manually flipped or rotated image			
Displayed on softcopy/hardcopy for a safety view Grid Line Suppression	1		
Detection & removal of grid patterns caused by stationary grids	1		
Removal of moiré effect on monitor			
Black Border Software			
Provides computerized "automatic" black border (use for PACS users)		A property to the promotion that is a second of the Assembly to the constitution to	
AGFA APPLICATIONS - INCLUDES 2 DAYS OF TRAINING	1	The second section of the second section of the second section of the second section s	Service Contraction
Basic Radiography Training Course The seminar presents the production of the radiographic image as a digital image. The			
presentation will include exposure factors, the interaction of x-rays and matter, basic		•	
image recentor principles, image quality, basic patient positioning, radiation safety and	1		
basic physics of x-ray equipment. Consideration will be given to how processing and	: 1		
exposure variables affect the final digital image. Technique formulation and exposure compensations will be reviewed.	*		
Note: The seminar will be customized to the audience. Session length may vary based			•
on topics and will be specifically targeted to the operations of the WV State Medical		·	:
Examiner's Office personnel. The Training Seminar will be presented by a instructor qualified by education and experience in the art and science of Radiologic Technology.	· · · · · · · · · · · · · · · · · · ·		
PACS Project Management		,	
Includes:			
1-System design consultation, facility network recommendations, liason services with 3rd party broadband service providers, installation and system warranty management.	į.		
1 – Agfa CR 30 Cart from Quantum Medical Imaging Provided by Radon			
And the second country of the second country			
	Subtotal	\$91,795.00	
			on a constitution
	Sales Tax	\$0.00	
	Total	\$91,795.00	

NOTE: System and related components quoted herein include a 12 month parts and labor warranty per RFQ requirements. Installation and shipping costs are included in quotation price per RFQ requirements.

Additional Documentation Attached:

Radon Terms and Conditions Document

Customer Responsibilities Document

Quotation Acceptance Signature Page

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

1. THE QUOTATION.

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

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

RADON-WV WV.

2. SHIPMENT, DELIVERY, TESTING AND ACCEPTANCE.

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

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

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

3. INSTALLATION AND SITE PREPARATION.

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

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

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

4. RELOCATION OF PRODUCTS.

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

5. SOFTWARE.

The Products include certain components of software ("Software") that is either being sold or sublicensed by the owner of the Software through RADON-WV or is being separately licensed to Customer by the owner of

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

6. PAYMENTS.

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

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

a tax exempt certificate.

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

the Products to the Customer.

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

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

WV's security interest.

Title to the Products shall pass to Customer upon payment in full of all sums due under this Quotation through the date of acceptance. Until such date, the Products shall remain personal property of RADON-WV notwithstanding the fact that the Products have been delivered or attached to the Customer's premises.

8. RISK OF LOSS:

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

9. WARRANTY AND LIMITATION THEREON; CUSTOMER RESPONSIBILITIES; DAMAGES

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

defect which, is reported to RADON-WV during the warranty period, and which RADON-WV determines in the

exercise of reasonable judgment impairs the ordinary use of the Products.

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

Upgrades vs. Updates

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

Upgrades are a new version of software release, usually defined by new version software number, and

constitute new

solutions and/or features or enhanced workflow. Example: A release of 5.0 installed at customer site and new release of 6.0 or 6.1, etc. constitutes an upgrade. Extended software warranties and maintenance

agreements may be available upon request.

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

- (d) CUSTOMER RESPONSIBILITIES. RADON-WV's warranties and its obligations hereunder shall terminate without notice to Customer unless Customer or user: (i) notifies RADON-WV as soon as any unusual operating peculiarity appears; (ii) fails to operate the Products in a safe and competent manner and in compliance with operation manuals provided with the Products; or (iii) fails to regularly and properly service and maintain the Products. RADON-WV will not cover any loss, damage or expense relating to the following: (i) any equipment or Software other than the Products identified in the Quotation; (ii) the replacement of any disposable, consumable, or supply items; (iii) any service or repair necessitated as a result of: (A) a change of design, specification or instruction provided by Customer or its representative; (B) Customer's failure to fulfill any of its obligations or responsibilities hereunder; (C) the failure of anyone other than RADON-WV or its service contractor to comply with written instructions, manuals, or recommendations that RADON-WV provides to Customer;
- (D) Customer's combining of any component of the installed Products with any other equipment or software that is incompatible with the Products; (E) any alteration or improper storage, handling, use or maintenance of any part of the Products other than RADON-WV; or (F) design or manufacturing defects in any item of a third party; or (iv) any repair, service or replacement necessitated as a result of: (A) relocation of the Product; (B) external source power supply, (C) failure to maintain proper environmental conditions; (D) neglect, abuse, misuse or failure to follow operating instructions; or (E) casualty of any nature.
- (e) LIMITATION OF LIABILITY EXCLUSION OF IMPLIED WARRANTIES. The warranties in this Section are expressly in lieu of any other warranties, express or implied, including any implied warranty of merchantability or fitness for particular purpose and of any other obligations or liability on the part of RADON-WV whether in contract, warranty, negligence or otherwise. RADON-WV neither makes nor has authorized any person to make for it any other warranty or representation in respect to the Products. Unless set forth in writing in the Quotation, no representation of fact or other affirmation of fact, including but not limited to statements regarding capacity, suitability for use, or performance of the Products shall be deemed to be a warranty by RADON-WV for any purpose, nor to give rise to any liability or obligation of RADON-WV whatsoever.
- (f) CONSEQUENTIAL AND OTHER LOSS OR DAMAGE. IN NO EVENT SHALL RADON-WV BE LIABLE, BY REASON OF ANY TORT, BREACH OF CONTRACT OR WARRANTY, OR OF ANY ACT OR OMISSION ON ITS PART RELATING DIRECTLY OR INDIRECTLY TO THE SALE OR INSTALLATION OF THE PRODUCTS, FOR PROSPECTIVE, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR SPECIAL DAMAGES, ECONOMIC LOSS, LOSS OF PROFITS OR DAMAGES RESULTING FROM LOSS OF USE OF THE PRODUCTS, EVEN IF RADON-WV IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL RADON-WV'S LIABILITY TO CUSTOMER (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) ARISING OUT OF OR RELATING DIRECTLY OR INDIRECTLY TO THE TRANSACTION CONTEMPLATED BY THE QUOTATION EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO RADON-WV PURSUANT TO THE QUOTATION.

10. SERVICE CONTRACT.

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

11. CHANGES IN PRODUCTS.

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

12. DELIVERY DEFERRED BY CUSTOMER.

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

13. ENTIRE AGREEMENT.

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

14. ENFORCEABLE IN West Virginia -- VENUE.

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

are payable in Charleston, WV. 15. SUCCESSORS AND ASSIGNS.

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

CUSTOMER RESPONSIBILITIES

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

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

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

C/O Roberta Wagner

REF: FRQ Number CME80496

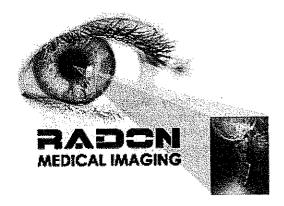
Quotation, related documents and related response prepared by: Dan Shock, Director of Sales

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

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

Authorized Signature:	Date:
Title:	•

Prepared and Proposed By: Dan Shock, Radon Director of Sales



Make all payments payable to Radon Medical Imaging Corporation-WV

Thank you for your business!

CR 30 SP+ PACKAGE

For Radon Medical Imaging a Quantum Medical Imaging Dealer

The CR 30 SP+ Package introduces Agfa HealthCare's new CR 30-X digitizer, an exciting new table top CR designed specifically for the smaller practice. The compact and convenient CR 30-X is easy to install, use and maintain, providing seamless integration, from X-ray exposure to print or softcopy.

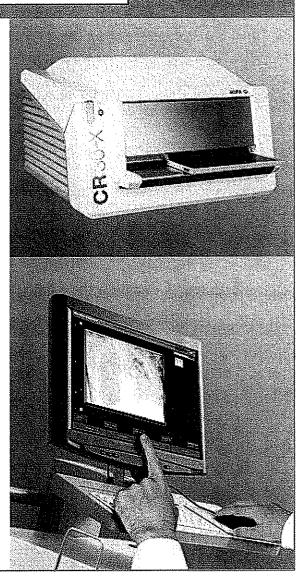
The CR 30 SP+ Package includes features that provide the same high image quality and advanced functionality of packages with more expensive full size models, because every patient deserves the highest image quality technology can deliver without compromise. Loaded with easy-to-use NX software features, designed to optimize workflow and make patient care your number one priority, this great package comes complete with the software and hardware you need to *Go Digital* today.

The Most Frequent Tasks Are The Easiest To Do

The radiographer can perform all their daily tasks using NX's Worklist and Examination windows. The Worklist window allows the radiographer to enter patient data or to select it from the Modality Worklist. In the Examination mode, the radiographer can capture the patient identification and QC the image all in the same window. The Fast Preview feature allows confirmation of correct positioning and exposure within seconds, even while the final image is being completed.

Excellent Image Quality

The CR 30 SP+ Package includes MUSICA²*, Agfa HealthCare's Multi-Scale Image Processing software. MUSICA² uses patented contrast equalization algorithms to automatically process the image. The result is enhanced visualization of even subtle features in both bony and soft tissue for uncompromising image quality.



For a broad range of applications...















CR 30 SP PACKAGE

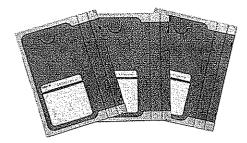
An Agfa Solution for Quantum Medical Imaging

NX

CR 30-X is available in combination with NX, Agfa HealthCare's image identification and quality control tool, for a highly efficient and optimized radiology workflow.

Cassettes With Memory

CR 30-X uses dedicated cassettes with an embedded memory that stores the data entered during identification. The built-in antenna card identifies the data by notouch radiofrequency tagging. ID data and images are linked from the beginning throughout the entire electronic processing system.

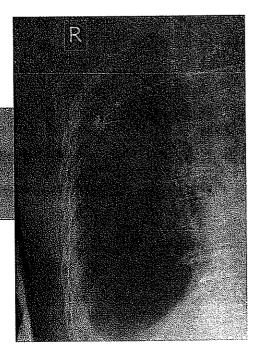


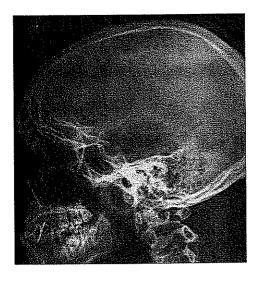
Add an Option, Brighten Your Digital Future

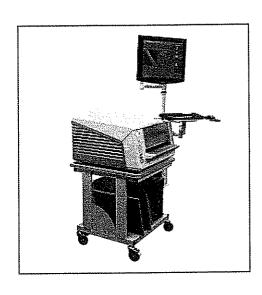
- · NX Optiview:
 - Square Marker, Grid Line Suppression and Black Border licenses
- NX Integrated Workflow:
 - Emergency, MPPS and Viewing Prior licenses
- NX Quality Assurance:
 - Dose Consistency Reporting and Repeat/Reject program licenses
- · RIS LINK For Remote Data Entry:
 - Link to DICOM or non-DICOM RIS
- · Mobile Kit:
 - Appropriate for mobile use (vans, military, etc)
- Stand:
 - For the CR 30-X digitizer and the NX workstation

The CR 30 SP+ Package Includes Software Loaded With Functionality:

- · Window and level, flip, rotate, image reversal
- · DICOM print, store, export
- · CD burn with viewer
- Advanced annotation to an image, including markers, predefined text, drawing lines or geometrical shapes, applying shutters to mask areas of the image and more
- · Pan and zooming for a more detailed view
- · Advanced measurement of distance and angles
- Histogram display for image analysis
- Advanced access to MUSICA² image processing parameters to fine tune for specific studies











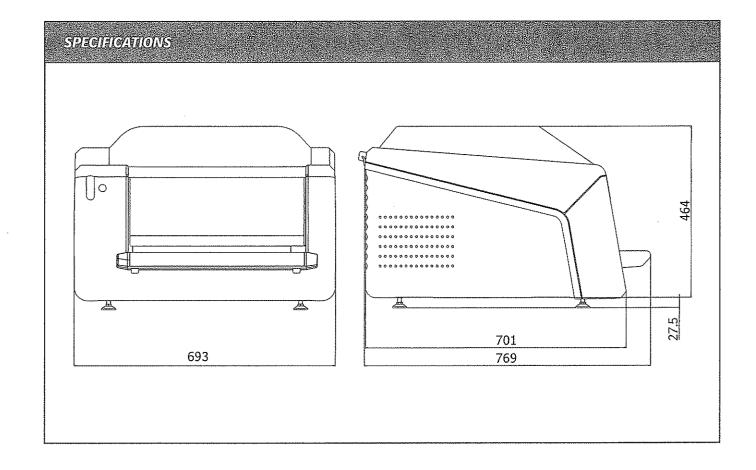








ACCEPTED CASSETTE SIZES		SPATIAL RESOLUTION		PIXEL MATRIX SIZE	
Resolution					
35 x 43 cm (14 x 17 in)	1	10 pixels/mm	l	3480 x 4248	
24 x 30 cm		10 pixels/mm		2328 x 2928	
18 x 24 cm (option)		10 pixels/mm		1728 x 2328	
15 x 30 cm (option)	1	10 pixels/mm		1440 x 2928	



GR 30 SP: GENERAL TECHNICAL SPECIFICATIONS

Digitizer Type

- · CR 30-X Single Plate Reader
- Throughput: up to 60 plates/hour

LCD Display

· Machine status and error conditions

Grayscale Resolution

- · Data acquisition: 16 bits/pixel
- · Output to processor: 12 bits/pixel

Reader Dimensions and Weight

- (W x D x H): 693 x 701 x 464 mm (27.2 x 27.6 x 18.2 in)
- Depth including input tray: 769 mm (30.3 in)
- Weight: approx. 98 kg (216.05 lbs)

Power

- 120V/60Hz (USA)
- Standby 120 W, max. 250 W, 15A fuse

Minimum Requirements

- · CR MD 4.0T General Cassette
- CR MD 4.0 General Plate
- NX

Environmental Conditions

- Temperature: 15 to 30°C (59 to 86°F)
- · Humidity: 15 to 75% RH
- Magnetic fields: max. 3.8 μT in conformance with EN 61000-4-8: level 2
- Rate of change of temperature: 0.5°C/minute (0.9°F)

Environmental Effects

- Noise level: max. 65 dB (A)
- Heat dissipation: standby 120 W, max. 250 W

Approvals

UL, cUL, CE

Transport Details

- Temperature: -25 to +55°C (-4 to 131°F), -25°C for max. 96 hrs
- · Humidity: 5 to 95% RH

The Quantum/Agfa CR 30 SP+ Package Includes:

- CR 30-X Single Plate Reader With Automatic Cassette/Plate Handling
- · CR NX Workstation
- Dell Optiplex™ Workstation, with Dual Core Processing,
 CD -RWDrive, Keyboard, Mouse, Microsoft Windows XP Pro SP2 OS,
 (minimum specification)
- 19" Flat Panel Black High Quality LCD Barco Monitor
- CR NX SP Premium Software
- Patented MUSICA Image Processing Software
- · CR NX Precision Tools
- CR NX ID and Examination Software
- · DICOM Store/Send and DICOM Print
- · "P-Value" Display Output For Compatible PACS
- DICOM CD Export For DICOM CD Burning With a Viewer
- 2 CR 30-X 35x43 Cassettes With MD 4.0 Imaging Plates
- 2 CR 30-X 24x30 Cassettes With MD 4.0 Imaging Plates

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CENESIS

Omni-WEBTM PACS is a secure, powerful image management system for the distribution, visualization, processing and archiving of medical image data. All DICOM images can be utilized, including DR, CR, CT, MR.

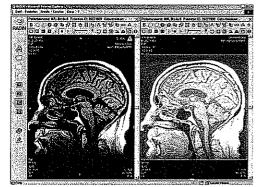


US, NM, Angiography, Cardiology, Endoscopy and Intra-oral. Video and audio broadcast are also supported. **Omni-WEB™ PACS** allows the transmission of medical images across the Internet or through a Local Area Network (LAN). Using only a standard PC and Web browser, patient images and data can be displayed anywhere Internet access is available. Annotations to the images are visible

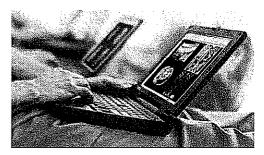
simultaneously for all participants. For security, **Omni-WEB™ PACS** has administrative-defined user access, a firewall and SSL-data encryption to guarantee critical patient data is handled safely.

Archiving – Images can be archived in their original format or in a "lossless" compressed mode to save space. Additional compression for specific images can be selected to increase transmission speed. Omni-WEB™ PACS archive is based on the reliability of modern RAID systems and is scalable from 500 GB to several terabytes. Data integrity is guaranteed through reliable checksum mechanisms and internal consistency checks. All archiving options can be traced in accordance with HIPAA.

Security – Omni-WEB™ PACS is built using sophisticated security features such as user authentication, secure data transmission through SSL encryption, access control via user groups and configurable user permissions. Security on Omni-WEB™ PACS is role-based and



supports integrated Windows authentication, which allows access rights for specific user groups. For example, certain groups may view diagnosed images and reports while others may only view the images of their referred patients. In short, the system administrator can predefine access for user groups and individuals for every image, report and data set throughout the system.

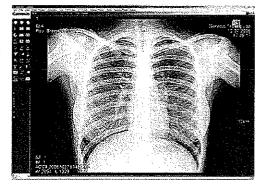


Web-Based Clients for Image Distribution — Omni-WEB™ PACS clients use Microsoft Internet Explorer 6.0 and an integrated set of tools for efficient workflow-oriented viewing and reporting of medical images. The Web-based architecture ensures all images are available immediately throughout the healthcare enterprise. Omni-WEB™ PACS supports all important DICOM modalities, color and grayscale monitors, and single and multi-frame images. Multiple options for image manipulation include zooming, panning, windowing, DICOM Query, Export and Print, search filters, quick zoom, magnifier, density profile, scout lines, Windows print, dual monitor support and report viewing.

Edge enhancement, grayscale inversion, measurement tools and ROI analysis facilitate the image workflow. Display protocols can be preconfigured for user groups or configured individually for each user.

Workflow – Omni-WEB™ PACS clients provide an intuitive and easy-to-learn user interface in 6 possible languages. In addition to roaming user profiles and display protocols, Omni-WEB™ PACS offers filtering options which can be set up quickly and easily for increased productivity. Users can create referral patient media (CD or DVD) which includes an integrated viewer. Omni-WEB™ PACS also offers an easy-to-use editor for creating and modifying reports. The system is easily integrated with hospital information systems via URL and HL7 interfaces and supports additional Diagnostic Viewers.

Remote Administration – Web-based remote administration saves valuable resources and time. All features can be securely accessed, including auto-report queries to RIS/HIS systems, modality



performed procedure step functionality, auto-deletion of old data, archival and the creation of patient media,





Omni-WEB™ PACS - Hardware

- Dell PowerEdge 2900 Tower Chassis
- 2.8 GHz/2MB Cache, Xeon 800 MHz Front Side Bus
- Memory: 2 GB, 400 MHz (2x1G) Single Ranked DIMMS
- > 7.2K SATA HDD, PE2900
- ▷ CERC 6-Channel SATA RAID Controller, 64 MB Cache
- ▶ Windows Server 2003 R2 Standard Edition with 5 CALS
- On Board Network Adapter
- ▶ CDRW/DVD Combo Drive 48GB 48x32
- SATA RAID 5
- Redundant Power Supply with Straight Cords
- ▶ Dell 17" Flat Panel Monitor
- Keyboard & Mouse
- ⇒ 3 Year Hardware Support Next Business Day Parts & Labor On-Site

Package includes:

- ▶ Omni-WEB™ PACS Software License
- DICOM Q/R Option
- > Audit Trail (HIPPA)
- ▶ Omni-WEB™ PACS Archive Software License
- Dmni-WEB™ Hardware
- User Manuals
- > 12 months Technical Support
- ▶ Pre-Configuration

Key Features

- Scalable long-term storage
- ▶ High performance and high availability with cluster solutions
- ▶ Failover
- Storage commitment
- > Web-based remote administration
- ▶ Configurable data compression
- Standard Microsoft technology
- Powerful SQL database
- MPPS (Modality Performed Procedure Step) Manager
- ▶ Up to 500 concurrent users
- > Integrated access to Omni-Web PACS Archive

Security Features

- > Administrator authentication
- Data verification on media
- Detective media handling
- Duplicate media storage possible
- Clearly defined disaster recovery strategies
- Database consistency check
- Database transaction recovery
- > Audit trails for all relevant actions
- > User authentication
- > Secure data transmission (SSL encryption)
- Access control via user groups
- Configurable user permissions
- ▶ VPN support

Storage Modules

- Media producer station
- Optical jukeboxes
- > Hard disk (RAID, NAS, SAN)
- External storage provider / work
- CD-R and DVD-R media supported

Archive Features

- Configurable data migration strategy
- Message logging

Server Features

- User management
- Group management
- User levels (program functionality)
- Configurable image text
- > Two independent compression levels
- > Lossless/lossy JPEG/J2K compression
- > Auto deletion of old data
- Message logging

Workflow Feature

- > DICOM report interface
- > File based report interface
- > URL interface for OEM integration
- Creation of patient media (CD, DVD) with embedded viewing application
- Auto report query from RIS/HIS systems

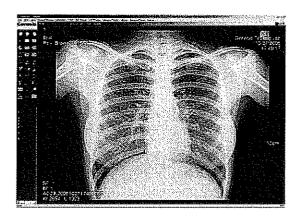
Image Editing & Viewing Options

- Zoom / Magnifier
- > Window / Level with presets
- Comparison Mode ➢ Rotation / Mirroring
- Multimap Mode
- ▶ Edge Enhancement
- Grayscale Inversion
- Measuring Functions (Angulation, Distance)
- > DICOM and Windows Printing
- Auto and Manual Cine

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For Radon Medical Imaging a Genesis Digital Imaging Dealer



Omnivue is a DICOM diagnostic viewing software for all digital imaging modalities. Omnivue is fully FDA compliant and DICOM compatible with DICOM Store, Query & Retrieve and Print functionality for easy networking with all modalities. A non-linear lookup table allows for outstanding image quality for CR and DR images. Omnivue features a full suite of the latest image processing tools and easy-to-use database management fields to streamline workflow for your practice.

EASY NETWORKING

Omnivue software is easily loaded onto a standard PC and will quickly be able to receive, send, print and email images to other locations. DICOM images can be sent from PACS systems or directly from any digital modality. Omnivue software features include:

- Receive DICOM images from multiple modalities using DICOM Storage SCP
- Send DICOM images to multiple destinations using DICOM Storage SCU
- Retrieve DICOM images from other modalities using DICOM Query & Retrieve

SEARCHABLE DATABASE

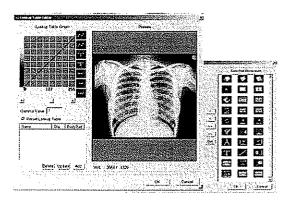
Omnivue's patient database is logically presented to help you

find the information you need, quickly. Patient, study and series information is user-defined, and each category can be selected simply by clicking on the category name to prioritize by patient name, ID, date and all

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other DICOM fields. Omnivue database features include:

- Database search with multiple query conditions
- Merge exams and series
- Split exams and series
- Display worklist and viewer on two separate monitors



CUSTOMIZED WORKFLOW

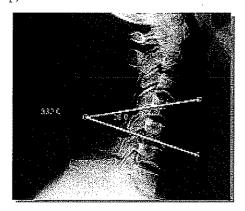
Omnivue allows the user to customize the software interface with the features you demand for diagnosis. CT images can be automatically displayed in 2x2 or 4x4. DICOM header can be displayed anywhere on the image. Omnivue customized workflow features include:

- Customized toolbar
- Multiple hanging protocols
- Customize DICOM overlay display
- Pre-defined window/level & LUT presets

IMAGE MANIPULATION

Omnivue provides all the tools you require to effectively diagnose the image on your screen. The tools you use most often are also available by simply clicking the right mouse button while the image is displayed (Window/Level, Pan/Zoom, Stack/Tile View, Mag/True Size Image, Arrow/Annotation, etc.) The toolbar itself can be positioned in the vertical or horizontal planes to maximize landscape and portrait monitors. Omnivue advanced image manipulation tools include:

- Magnifying Glass Real time sizing
- Annotation including measurement, compare, angle, ROI
- Pixel and DICOM header view
- Flip, rotate and inverse



EMAIL, EXPORT AND IMPORT

Omnivue gives you the ability to send images to referring physicians in multiple formats. Images can be sent simply by clicking the "Email" tool which will then automatically open your default email program and attach the image in your choice of 5 formats. The "Export" feature allows you to place images in other folders on your computer, or any other computer on the same network. "Import" images in other formats (such as JPG), add DICOM header information and display them as DICOM images. Omnivue features include:

- Email images in multiple formats: DICOM, JPG, BMP, TIF, J2K
- · Export images to conference folders
- Import non-DICOM images, add patient information and display as DICOM images

CD & DVD ARCHIVING

Omnivue works with third party software programs like Nero to standardize your CD and DVD burners to allow



image archiving directly from the application. Single and multiple patients can be selected from the database for archival in multiple image formats. Choose to add a "Mini-Viewer" application which opens automatically

when the CD is inserted and allows image manipulation, paper printing and DICOM forwarding to another location. You have the option to view Report fields along with the images. Add a DICOM directory and create a DVD backup. Omnivue CD & DVD archiving includes:

- Create CDs for referring physicians with a mini-viewer
- Create DVDs with DICOM directory for archiving and offsite storage
- Existing CDs and DVDs can be used to import patients into current database

RECOMMENDED HARDWARE:

Computer: Pentium 4 or faster

Memory: 1 GB RAM

Hard Drive: 80 GB (1 GB to install Omni-Vue)
Monitor: Display resolution of 1280x1024
Operating System: Microsoft Windows XP Professional

IMAGE STITCHING

Omnivue allows disparate CR and DR images to be "stitched" together to create a single reference image. First, a patient with multiple images is selected. Second, individual images are selected in the order they are to be stitched, top to bottom. Third, images are automatically stitched together using predefined reference points. Finally, a single image is displayed along with manual tools that enable the user to manipulate the image right or left, up or down to provide a more precise alignment. Omnivue image stitching includes:

- Selection of individual image order
- Automatic creation of a single image
- Manual manipulation tools to provide a more precise visual reference

PRINTING

Omnivue works with DICOM-compliant film printers as well as non-DICOM paper printers to allow hardcopy display of images. Multiple DICOM printer destinations can be created for point-and-click printing across the network. You can choose to display DICOM header information, measurements and other annotations on the image. Image formatting is accomplished using hanging protocols (1x1, 2x2, 3x4, etc.) that can be defined for each Study, Series and Selected Image. There is also the option to print off of any standard paper printer. Omnivue printing includes:

- DICOM and paper printing to multiple destinations
- Display of DICOM headers, measurements and annotations
- Customizable hanging protocols for study, series and selected images (2x2, 3x4, etc.)

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