

*ServiceNet Medical X-ray, LLC

Albany, Ohio 45710

ServiceNet Medical X-Ray, LLC.
5262 Washington Rd.
Albany, Ohio 45710

Quote

Date	Quote #
2/9/2015	14-475

Name / Address
Department of Administration Purchasing Division Building 15 2019 Washington St. East Charleston, West Virginia 25305-0130

02/11/15 10:59:07
 WJ Purchasing Division

Item	Description	Qty	Rate	Total
	SOLICITATION # CRFQ COR150000030 This Bid is for the Two Correctional Facility's listed below The Mount Olive Correctional Complex & Huttonsville Correctional Center			
Fuji-Prima-T2 FDX	Fuji FCR Prima T with FDX Console Medical - Package for PPG Markets Fujifilm FCR Prima T reader unit packaged with the FDX Console workstation and a choice of cassette packages based on specialty market. FCR Prima T Reader Unit: Small Footprint: 3.2 sq. ft, 21"W x 22"D x 15.5"H. 86 lbs. Single Cassette Insertion Throughput speeds of up to 66 Plates per hour 6-outlet surge protection power-strip Workstation Cart (Optional): Heavy duty space-saving workstation and countertop workspace, custom designed to fit over the reader making the system a compact all-in-one set up. Stitching accessories are available. FDX Technologist PC Workstation for Image Acquisition and Review: Hardware includes desktop CPU (Windows 7 Professional, 32-bit, 3.1GHz, 4G RAM, 500GB HDD),* UPGRADED TO 1 TERABYTE RAID ONE CONFIGURATION keyboard, 19 in. color touch screen monitor, barcode scanner. DICOM Worklist Management for interface to DICOM compliant RIS/HIS	2	27,500.00	55,000.00T

			Subtotal
Phone #	Fax #	E-mail	Sales Tax (0.0%)
1-800-830-1035	1-866-8878-9729	Rob@xrayservice.com	Total
Web Site		www.xrayservice.com	

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Item	Description	Qty	Rate	Total
	DICOM CR Store for connectivity to PACS QC adjustments including exam reprocessing, sensitivity, latitude, density and contrast FNC (Flexible Noise Control) - advanced image processing for intelligent suppression of noise without loss of diagnostic information or sharpness MFP (Multi-Frequency Processing) – sophisticated imaging processing provides overall density uniformity for all anatomical regions Technologist editing tools such as automatic and manual Shutters (black borders) and movable annotation markers Basic security features - customizable technologist log in/log out & user restrictions Statistical Analysis reporting - Text file download of patient image database, including reason for image rejection coding, for reject or other performance analyses Free Text Annotation - commenting text annotation marker capability Image Magnification - enhanced full screen, magnification and zoom image display tools.			
	Medical Package 3 ea. – 14" x 17" Cassette and Imaging Plate 3 ea. -- 24cm x 30cm (Metric Equivalent to 10 x 12) Cassette and Imaging Plate			
IDDS6000	IDD FILM & PAPER DIGITIZER	2	8,500.00	17,000.00T
TBD500	500GB DELL OPTI390 SFF w/19"LCD	2	1,293.50	2,587.00T
IDDS6000-AL	15 FILM AUTO-LOADER - IDD S6000	2	1,500.00	3,000.00T
RadspaLite	RadspaLite - Is a Web based PACS with 5 concurrent users, 3 modality connections, and specifications as enclosed.	2	4,995.00	9,990.00T
200line101 40'	200 line 10 : 1 ratio 40' Focal Distance	2	940.50	1,881.00T
200line101 40-72	200 Line 10 : 1 ratio @ 40-72' Focal Distance	2	940.50	1,881.00T

			Subtotal
Phone #	Fax #	E-mail	Sales Tax (0.0%)
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Item	Description	Qty	Rate	Total
SERV-Warranty	Warranty: Fuji CR is Two Years Parts Digitizer: One Year Parts Computer: is 3 Years On-Site. Monitor: is 1 Year. Labor is 1 Year.		0.00	0.00T

			Subtotal	\$91,339.00
Phone #	Fax #	E-mail	Sales Tax (0.0%)	\$0.00
1-800-830-1035	1-866-8878-9729	Rob@xrayservice.com	Total	\$91,339.00
Web Site		www.xrayservice.com		

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
 - A pre-bid meeting will not be held prior to bid opening.
 - A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

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

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

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

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

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

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

Question Submission Deadline: February 3, 2015 by 4:00 pm

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

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

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

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

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

February 12, 2015 at 1:30 pm
Bid Opening Date and Time:
Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

GENERAL TERMS AND CONDITIONS:

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

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

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

Term Contract

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

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

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

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

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

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

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

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

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

12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
13. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
14. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
15. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
16. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
17. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
18. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
19. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
20. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

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

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

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

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

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

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

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

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

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

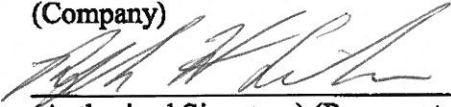
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for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

CERTIFICATION AND SIGNATURE PAGE

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

ServiceNet Medical X-ray, LLC

(Company)



Ralph H. Scribner

CEO

(Authorized Signature) (Representative Name, Title)

740-698-4113

740 698 7169

02-10-2015

(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
CRFQ COR1500000030

SPECIFICATIONS

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

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3. GENERAL REQUIREMENTS

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

3.1.1. X-ray Digitizer System

- 3.1.1.1. CR 15-X digitizer, or equal
- 3.1.1.2. NX 8600 HP 8300 RAID 1 PC WIN 7.
- 3.1.1.3. Standard Quality Wide Touch Monitor & Keyboard.
- 3.1.1.4. Three (3) CR MD 1.0 (35 x 43 cm) Cassette and Plate Set.
- 3.1.1.5. Three (3) CR MD 1.0 (24 x 30 cm) Cassette and Plate Set.
- 3.1.1.6. MUSICA II Genrad Image Processing software, or equal.

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

3.1.2.1. The Agency will provide the Personal Computer that the Vendor will install the Genesis OmniVue or equal software on.

3.1.2.2. General Radiography License (DICOM)

3.1.3. If bidding an alternate CR X-ray digitizing system, Vendor must clearly identify alternative unit, and provide manufacturer's specifications, industry literature, or any other relevant documentation that demonstrates the alternative meets the following mandatory requirements.

3.1.3.1. System viewing software shall permit a range of editing options to include flip, rotate, arbitrary rotate, zoom, pan, and inversion.

3.1.3.2. Provide for image archiving to DVD, CD, and RAID.

3.1.3.3. Provide a CR system capable of processing a minimum of 60 plates per hour @ 200 μ m pixel.

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3.1.3.4. System must be capable of creating multiple patients DICO CD/DVD with auto-run viewer.

3.1.3.5. System must support multiple cassette sizes to include:

3.1.3.5.1. 15 x 30 cm cassette.

3.1.3.5.2. 18 x 24 cm cassette.

3.1.3.5.3. 24 x 30 cm cassette.

3.1.3.5.4. 35 x 43 cm cassette.

3.1.3.6. Power supply shall be AC 115/120V, 60 Hz.

3.1.4. Vidar SIERRA-SS Film Digitizer, or equal.

3.1.4.1. Shall support film sizes for 7" to 14" wide and 7" to 17" long.

3.1.4.2. Shall support film thicknesses from a minimum of 0.006" to 0.008".

3.1.4.3. Shall have a minimum scan rate of 50 lines per second.

3.1.4.4. Geometric accuracy shall be better than 1% or 2 pixels.

3.1.5. High Line Grid

3.1.5.1. At both Mount Olive Correctional Complex and Huttonsville Correctional Center, the x-ray table and wall stand have stationary grids. With the upgrade to CR we need replacement highline grids at a minimum of 178 LPI. The existing cabinets are Midwest standard grid cabinets with 103 LPI, 10:1 ratio, 18" x 18".

3.1.6. Vendor shall set up and install the equipment at the facilities. This shall be included in the Unit Price.

3.1.7. Vendor shall provide applications training for the system. This shall be included in the Unit Price.

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3.1.8. All items shall be new, so that they have the full manufacturer's warranty available to them. Used or refurbished products will not be accepted.

3.1.9. Warranty: Vendor shall provide a minimum of 1 year parts and labor warranty.

4. CONTRACT AWARD:

4.1. Contract Award: The contract is intended to provide Agencies with a purchase price for the Contract items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages (Exhibit A) or submitted electronically via VSS wvOASIS.

4.2. Pricing Page: Vendor should complete the Pricing Page by multiplying the unit price by the quantities to arrive at the extended price. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in the Vendor's bid being disqualified.

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

5. PAYMENT:

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

6. DELIVERY AND RETURN:

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

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

Mount Olive Correctional Complex
Attn: Teresa Gregory
1 Mountainside Way
Mt. Olive, WV 25185

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

Huttonsville Correctional Center
Attn: Mary Lewis
Router US 219/250 South
Huttonsville, WV 26273

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

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

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.

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7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.2 Immediate cancellation of the Contract.

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

7.2.4 Any other remedies available in law or equity.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Service Net Medical X-ray, LLC.

Authorized Signature: [Signature] Date: 2-10-2015

State of OHIO

County of ATHENS, to-wit:

Taken, subscribed, and sworn to before me this 10th day of FEBRUARY, 2015

My Commission expires NOV 12 2017, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 07/01/2012)
SHERRY KEVINS
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires November 12, 2017
Commission Recorded in Athens County

IDD S6000

Combination Film & Paper DICOM Digitizer

Introducing the **S6000** Film & Paper Digitizer, the most elegant way to turn legacy x-ray films and paper reports into DICOM 3.0 compliant images. Using a single scan path, the **S6000** can scan both film and paper back-to-back, creating a series of DICOM images that can be added to existing PACS systems.

At 4.7 maximum optical density, the **S6000** produces superb quality digital images. Boasting a small footprint and weighing less than 20 lbs, the **S6000** is incredibly light and very economical. In combination with Acquisition & Viewing Software and a reliable computer workstation, the **S6000** becomes a turnkey scanning system for all medical imaging facilities.

With 60 sheets per hour throughput, the **S6000** provides a fast, efficient and economical way to convert all analog records into the industry standard DICOM format for digital storage, duplication and transmission.



Product Features

The **S6000** is capable of digitizing both film and paper – eliminating the need to have an additional document scanner to scan paper reports. Film and paper sizes range from 2.5 to 17 inches. At only 19.8 lbs, the **S6000** is the smallest and lightest medical digitizer in the market. Easy maintenance, no moving parts and a cold cathode light source design are some of the features that make this digitizer extremely reliable.

Image quality is assured with the "Automatic Calibration" feature, which activates before every scan. The **S6000** can digitize film and paper at resolutions up to 600 dots-per-inch, ranging from 1K by 1.5K all the way up to 8K by 10K.

The **S6000** can process and deliver 65,536 shades of gray at full 16 bits, compared to other scanners which max out at 4096 shades of gray. The user can also select 256 shades of gray at 8 bits. Image control is assured through a maximum optical density of 4.7. Brightness, contrast, gamma and exposure control (integration time) are standardized throughout the hardware.

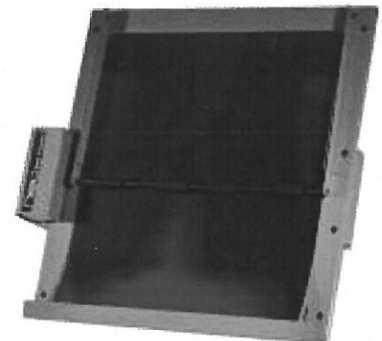
Wall mount brackets, output tray and a catch basket are included with **S6000** to maximize your installation options.

Full integration into Viewing Software

S6000 is fully integrated with a DICOM Diagnostic Viewing software. Using the acquisition module built into the software, you can digitize both film and paper to create DICOM images. These images can be sent to a PACS for storage or burned onto a CD or DVD. The software allows users to select modality, institution name, model number and accession number while scanning films. Optional software features such as Modality Worklist may be added to any system.

Optional Multi-Sheet Film Feeder

An optional Multi-Sheet Film Feeder allows for multiple films to be digitized at one time. Up to 15 mixed-size films can be placed in the feeder for single-click operation. Films are automatically scanned, cropped, adjusted and delivered to the software. The Multi-Sheet Film Feeder plugs directly into the back of the digitizer for a fast and seamless upgrade without the need for an additional power source.



RADSpa™ PACS+



RADSpa™ PACS+ - the right solution for a Modality Vendor

This system is ideally suited for a CR/DR manufacturer wanting to bundle a low cost web PACS which can be upgraded in future to a powerful Integrated RIS/PACS or to a Teleradiology Platform.

Benefits of the system are as listed below:

Modality Support - These standalone solutions integrate seamlessly with virtually any digital medical imaging modality including CR, DR, CT, MRI, and more.

Remote Access - allowing patient images and studies to be accessed securely from any workstations with the same network. With public/static IP configured users can access RADSpa™PACS+ anytime and anywhere.

Archive – RADSpa™PACS+ can be deployed as an image archive in low/high volume environments to access, store and distribute patient studies.

Ease of Use – With interfaces to other network attached DICOM workstations, film/document scanners and DICOM printers. Images can be easily saved onto portable media such as CD, DVD or USB drive - or printed on a DICOM printer.

Specifications for RADSpa™ PACS+:

- 5 concurrent users, with potential to upgrade, and 3 modality connections with potential to upgrade.
- Supports full query and retrieve from other DICOM workstations.
- Unlimited auto routing features DICOM print, CD/DVD burn with built in viewer PACS, archive software included enabling local archive on a RAID solution.
- Ability to upgrade to cloud based archive as per HIPAA compliance.
- Ability to upgrade to a full blown RIS with reporting features.
- Works on standard hardware with Windows 7 OS.
- Mobile viewing on IPAD can be configured for a quick non diagnostic view.
- 24x7 support to enable the system is used to its capabilities all the time.
- Ability to upgrade to a powerful Teleradiology platform, integrated with a powerful customized workflow engine, to support multi-site, multi-geographical, multi-reads radiology workflow.

With experience of over a decade, working in 23 countries and hundreds of installations worldwide!

Email: sales@teleradtech.com | Website: www.teleradtech.com
Address: 601 Carlson Pkwy, Suite 1050, Minnetonka, MN 55305, USA | Tel: +1-952-449-5116



Telerad Tech
Smarter Healthcare On Demand

FCR

Exceptional quality digital x-ray.
At every speed. At every price.



FUJIFILM

Choose your speed. Choose your workstation. Choose the digital x-ray that's chosen by hospitals all over the world.

Fujifilm has the digital x-ray solution that's perfect for your workload and budget. Our comprehensive line of complete digital x-ray systems is designed to give private practices like yours all the benefits of digital x-ray. FCR virtually eliminates the need for repeat exams. There are no more films to process or misplace. You benefit from lower image storage and management costs. Plus there are advantages only Fujifilm digital x-ray offers, such as technology that optimizes images for display and anatomical menus that can be customized for a wide range of procedures.

FCR XL-2

Big on power. Big on image quality.
Small in size.

The FCR XL-2 is ideal for fast-paced practices. It can process up to 94 images in an hour and every study exhibits Fujifilm's extraordinary diagnostic image quality. The FCR XL-2 is capable of producing high resolution, 50-micron scans for 18 x 24 cm and 24 x 30 cm sizes. It's ideal for orthopedic, extremity, any exam where seeing fine detail is critical. The FCR XL-2 is just 32" high and has a footprint of less than 2.5 square feet, so it fits in any exam room or remote office.

Heavy-duty throughput, impressive image quality, the FCR XL-2 has it all, does it all – from anywhere.



Over 25 years of digital x-ray experience – An exclusive Fujifilm advantage.

Fujifilm invented computed radiography more than twenty-five years ago. We have almost seventy-five years of imaging expertise. We are a leading manufacturer of digital x-ray systems. What does this mean to you? It means when you have a FCR system you also have the experience, reliability and competitive edge that only Fujifilm can bring. Our CR systems have been proven in the most demanding clinical environments all over the world. They are durable and reliable with built-in redundancy and an uptime of over 99%.



FCR PRIMA-T

We put PRIMA imaging on the table.

Small, light, fast, Fujifilm's PRIMA-T has everything a smart private practice wants in digital x-ray. At just 86 pounds and with a footprint of only 3.2 square feet, it's one of the smallest table top CR systems you can get.

The PRIMA-T stands out for its stunning combination of price, speed and remarkable image quality. Its throughput ranges from a rapid 45 to an outstanding 66 images per hour depending on cassette size. Its 100-micron images provide impressive resolution while Fujifilm's processing technology ensures your first image is ideal.

Size, speed, diagnostic quality and price – in every way the FCR PRIMA-T is our top table top performer.

Fujifilm CR also offers unique features to speed workflow and improve diagnostic confidence:

Auto Stitching streamlines labor intensive exams by "stitching together" images and is especially useful for scoliosis and long-leg exams.

Auto Trimming sends a full size image of off-center positioned exams to your PACS. Plus Fujifilm's sophisticated image processing technologies ensure your first-up image is the optimal image every time.





Flash IIP Console

Customizable and packed with powerful, productivity-enhancing tools.

Perform a wide range of QC functions with speed and ease. Create free text comments, zoom, magnify – the list goes on and on.



Every feature of the Flash IIP is designed to streamline workflow. You can review images in as few as 12 seconds and since every image is automatically processed with Fujifilm's exclusive software, first-up images are fully optimized. Acquire images, send them directly to your PACS, output them onto film or burn them onto a DVD or CD.

Fujifilm's exclusive Flex UI software even allows you to customize the interface in the way that is most productive and comfortable for you. For instance, you can add or remove shortcut buttons and access multiple menus at the same time.

3-Step Image Processing – An exclusive Fujifilm advantage.

Through Fujifilm's extensive R&D and our years of working with technologists, we've refined our systems to perform in the ways that are most conducive to your needs. As a result, Fujifilm CR is incredibly intuitive, easy to use and offers many ways to make your workflow more efficient. Our 3-Step Processing, which can be found in both our Flash IIP and FDX Console, is one example. This feature allows you to fully complete an exam in just 3 easy steps. Simply select the patient from the menu; barcode the cassette; insert the exposed cassette into the reader and you're done.



Step 1



Step 2



Step 3

FDX Console

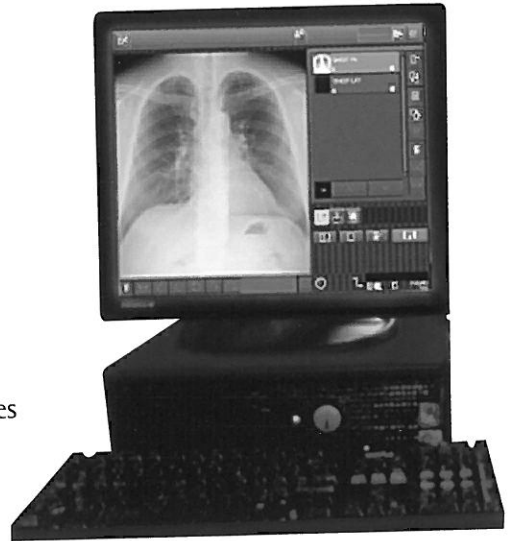
Advanced performance, advanced processing – just plain advanced.

Fujifilm's FDX Console is the epitome of productivity. It lifts the performance of CR to another level and is so leading-edge, it comes standard with every Fujifilm DR system.

With features designed to simplify and speed workflow, the FDX Console has an extra-large image display area, an easier-to-read, customizable interface and an intuitive arrangement of operation buttons to make exams faster and more comfortable for both the technologist and the patient.

Featuring Fujifilm's latest image processing technology, the FDX Console delivers images with high-sharpness and high-contrast with a wide area of ideally presented anatomy.

The FDX Console also features Fujifilm's Auto Trimming to optimize display size for off-center positioned exams and is DICOM compatible for easy, flexible integration with other systems.



Dynamic Visualization™ – An exclusive Fujifilm advantage.

Fujifilm is known worldwide for image quality. It is a reputation that has been built over seventy years through countless advances in processing technologies. Our latest generation of imaging innovations is no exception. This revolutionary approach yields images with high-sharpness, high-contrast and wide-latitude for the best possible first-up display for every exam, every time.

Dynamic Range Control enhances visualization in the entire image, significantly clarifying over- and under-exposed areas.

Gradation Display Optimization maintains the highest contrast possible by intelligently optimizing display characteristics to achieve even wider latitudes than traditional processing.

Enhanced Menu Parameters are automated and specifically designed to improve sharpness, contrast and latitude for every anatomic menu.

Dynamic Visualization™ is an FDX Console exclusive.



Without Dynamic Visualization™



With Dynamic Visualization™

FCRView™

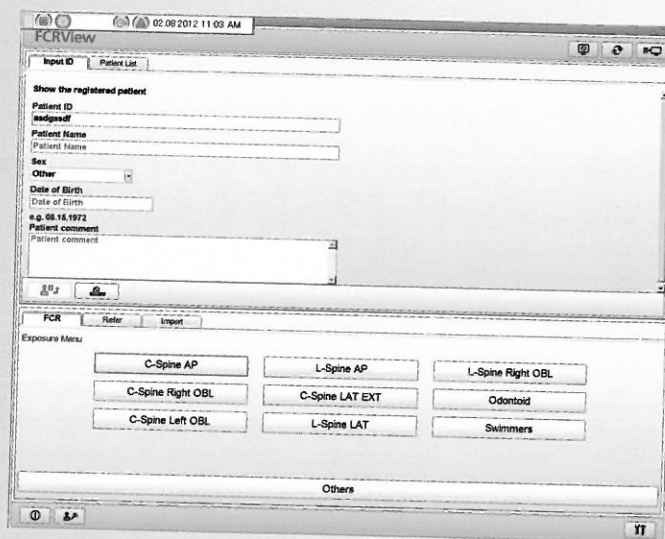
Acquire, view, archive – everything you want all in one system.

The FCRView combines the power to acquire images with an innovative image viewer and a comprehensive archive system. Initiate and preview exposures, process and print studies and then back up patient data all from one workstation.



Acquire

Seventy-plus years of image processing and presentation experience go into every FCRView. This means you get extraordinary imaging, plus the ability to work in the way that is most efficient for you. You can acquire images from any FCR system. Choose from a variety of customizable menu sets specific to your specialty. You can even upload standard photo files to go along with your studies.



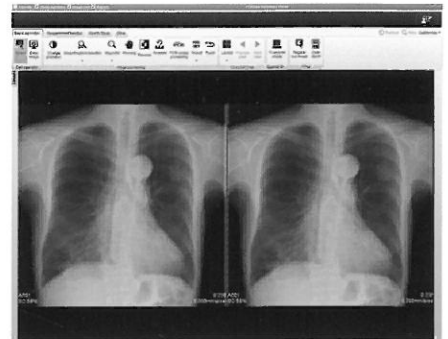
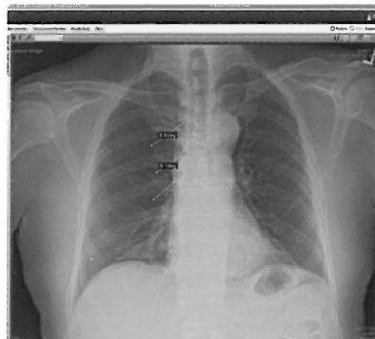
Optional Client Workstation for more productivity.

FCRView Client Workstations allow you to be more productive than you thought possible. Put a workstation (up to 4 per server) wherever you want to work in your facility: exam rooms, offices, even at the front desk. You can view images, reprocess images and perform tasks such as patient scheduling. You can also establish, edit and customize access privileges. For additional flexibility, our Client Workstation software option is available with or without accompanying hardware.

View

Sophisticated yet intuitive, the FCRView has a host of productivity-enhancing tools and allows you to customize the viewer with the ones you use most frequently. Display images with ease with this DICOM viewer. Measure straight lines and angles. Take cardio

thoracic measurements and much more. Reprocess images using Fujifilm's renowned collection of image processing tools. Compare current studies with priors and view up to 24 images at once. You can also access additional images by connecting the FCRView to an ultrasound unit.

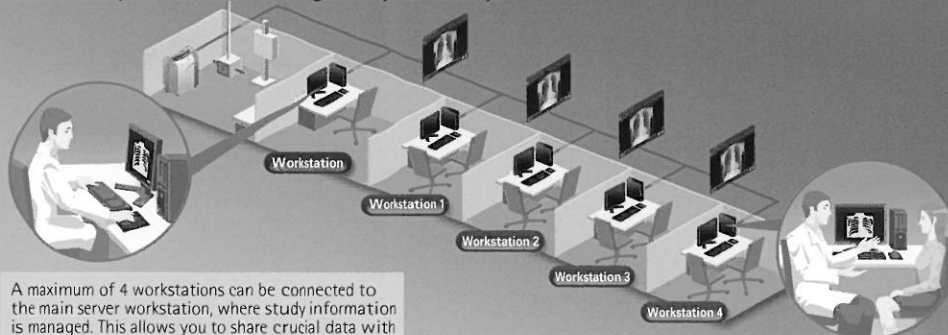


Archive

Sharing studies is quick and easy. The FCRView allows you to choose from several options when sending images. You can send images to your printer or any DICOM destination. You can burn images onto a CD, send images to your DVD drive or back them up on a NAS device. You can create a work disk for referring physicians or to load onto another server. You can send images as standard photo files (JPEGs or BMPs). The FCRView also keeps track of when and what was stored on disk, and allows you to transfer the images back to the FCRView if and when the need arises.

The FCRView provides safe and secure storage. Any image stored on your hard drive can be automatically backed up to a DVD or NAS device. Automatic reminders ensure your images are always secure. The FCR View also features an expansive patient database that lets you retrieve and display information for up to 200,000 cases quickly and easily.

Share study information throughout your facility.



FCR

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