

## STATE OF MICHIGAN **CENTRAL PROCUREMENT SERVICES**

## Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913 P.O. BOX 30026 LANSING, MICHIGAN 48909

## **CONTRACT CHANGE NOTICE**

Change Notice Number 11

Contract Number <u>071B5500132</u>

	RADIOLOGY IMAGING SOLUTIONS INC
CO	2600 Miller Avenue N.W.
Z	Grand Rapids, MI 49544
RAC	Robert Whitehead
CTO	(800) 747-1777 x3105
Ř	robert.whitehead@radiologyimagingsolutions.com
	CV0032767

	> P	Angela Hamilton	MULTI
	Program Manager	517-780-5645	
ST/	n er	HamiltonA1@michigan.go	v
ATE	Contract Administrator	Lisa Spitzley	DTMB
		(517) 249-0440	
	ct rator	spitzleyl4@michigan.gov	

CV0032767	7							
			CONTRAC	T SUMMARY				
MEDICAL IMAG	MEDICAL IMAGING EQUIPMENT, INSTALLATION AND SERVICE							
INITIAL EFFECT	IVE DATE	INITIAL EXPIRAT	TION DATE	INITIAL AVAILABLE OPTION	S		TION DATE FORE	
September 1	0, 2015	September 9	9, 2018	2 - 1 Year		Septem	ber 9, 2020	
	PAYN	IENT TERMS		DELIVERY T	IMEFR/	AME		
		Net 45		60 Days	ARO			
		ALTERNATE PAY	MENT OPTION	IS	EXTENDED PURCHASING			
☐ P-Card		□ PRC	☐ Oth	er	⊠ Yes □ N		□ No	
MINIMUM DELIVE	RY REQUIR	REMENTS						
N/A								
		D	ESCRIPTION O	F CHANGE NOTICE				
OPTION	LENGTI	H OF OPTION	EXTENSION	LENGTH OF EXTENSION		REVISE	EXP. DATE	
			$\boxtimes$	3 months		Decem	ber 9, 2020	
CURRENT V	/ALUE	VALUE OF CHAN	GE NOTICE	ESTIMATED AGGREGA	LE COV	ITRACT VA	LUE	
\$1,877,05	5.28	\$20,3	00.00	\$1,897,355.28				
				RIPTION				
Effective July 21, 2020 this contract is hereby extended 3 months and is increased \$20,300.00. The revised expiration date is December 9, 2020. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on July 21, 2020.								

agreement, DTMB Procurement approval, and State Administrative Board approval on July 21, 2020.



## **STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES**

Department of Technology, Management, and Budget 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

## **CONTRACT CHANGE NOTICE**

Change Notice Number 10

to

Contract Number <u>071B5500132</u>

	RADIOLOGY IMAGING SOLUTIONS INC
CO	2600 Miller Avenue N.W.
N	Grand Rapids, MI 49544
RAC	Robert Whitehead
OTC	(800) 747-1777 x3105
Ŕ	robert.whitehead@radiologyimagingsolutions.com
	CV0032767

	7 P	Angela Hamilton	MULTI
	Program Manager	517-780-5645	
ST/	n er	HamiltonA1@michigan.go	v
ATE	Contract Administrator	Lisa Spitzley	DTMB
		(517) 249-0440	
	ct rator	spitzleyl4@michigan.gov	

100011	Willion load (G) rad	lologyiiriagirigoolalio	710.00111					
CV003	2767							
			CONTRAC	T SUMMARY				
MEDICAL I	MEDICAL IMAGING EQUIPMENT, INSTALLATION AND SERVICES							
INITIAL EFF	FECTIVE DATE	INITIAL EXPIRAT	ION DATE	INITIAL AVAILABLE OPTION	S		TION DATE FORE	
Septemb	oer 10, 2015	September 9	), 2018	2 - 1 Year		Septemb	per 9, 2020	
	PAYM	ENT TERMS		DELIVERY T	IMEFRA	ME		
		Net 45		60 Days	ARO			
ALTERNATE PAYMENT OPTION			MENT OPTION	IS	EXTENDED PURCHASING			
□ P-Ca	ırd	□ PRC	☐ Oth	er	×	□ No		
MINIMUM DE	LIVERY REQUIR	REMENTS						
N/A								
		DI	<b>ESCRIPTION O</b>	F CHANGE NOTICE				
OPTION	LENGTH	H OF OPTION	EXTENSION	LENGTH OF EXTENSION		REVISED	EXP. DATE	
		N/A		N/A		N	N/A	
CURRE	NT VALUE	VALUE OF CHAN	GE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE				
\$1,42	7,055.28	\$450,000	.00	\$1,877,055.28				
				RIPTION				
Effective March 24, 2020 this contract is hereby increased by \$450,000.00. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on March 24, 2020.								

## STATE OF MICHIGAN **CENTRAL PROCUREMENT SERVICES**

Department of Technology, Management, and Budget 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909



## **CONTRACT CHANGE NOTICE**

Change Notice Number 9

to

Contract Number **071B5500132** 

	RADIOLOGY IMAGING SOLUTIONS INC
<u> </u>	2600 Miller Avenue N.W.
H	Grand Rapids, MI 49544
RAC	Robert Whitehead
HO	(800) 747-1777 x3105
Ř	raw.radiologyimaging@earthlink.net
	CV0032767

	2 T	Angela Hamilton	MDOC		
	Program Manager	517-780-5645			
STA	e 3	HamiltonA1@michigan.gov			
ATE	Contract Administrator	Steve Rigg	DTMB		
		(517) 249-0454			
	ct	riggs@michigan.gov			

CONTRACT SUMMARY MEDICAL IMAGING EQUIPMENT, INSTALLATION AND SERVIC								
INITIAL EFFECTIVE DATE	INITIAL EXPIRA	TION DATE	INITIAL AVAILABLE OPTION	S		ION DATE		
September 10, 2015	September 9	9, 2018	2 - 1 Year		Septemb	er 9, 2020		
PAYM	ENT TERMS		DELIVERY T	IMEFRA	ME			
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	ALTERNATE PA	YMENT OPTION	S	EXTENDED PURCHASIN				
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MINIMUM DELIVERY REQUIREMENTS								
I/A								
			F CHANGE NOTICE					
OPTION LENGTH	I OF OPTION	EXTENSION	LENGTH OF EXTENSION		REVISED	EXP. DATE		
					Septemb	er 9, 2020		
CURRENT VALUE	VALUE OF CHAN	IGE NOTICE	ESTIMATED AGGREGA	TE CON	TRACT VAL	UE		
\$1,227,055.28	\$200,000	0.00	\$1,427,	055.28				
			RIPTION					
Effective June 4, 2019, this contract is hereby increased by \$200,000.00. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.								



## STATE OF MICHIGAN **ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

## **CONTRACT CHANGE NOTICE**

Change Notice Number 8

to

Contract Number <u>071B5500132</u>

	RADIOLO	GY IMAGING S	OLUTIONS INC			<b>₹</b> 7	Angela Ha	amilton	MDOC	
C	2600 Mille	r Avenue N.W.				Program Manager	517-780-5	645		
CONTRACTOR		oids, MI 49544			STATE	# 3	HamiltonA	.1@michigan.	gov	
IR A	Robert Wh	-			TE	Adr	Steve Rig	g	DTMB	
CT		1777 x3105				Contract Administrator	(517) 249-	-0454		
OR.	raw.radiologyimaging@earthlink.net					ct rator	riggs@mi	chigan.gov		
	CV003276									
	0 1 0 0 0 5 2 7 0	,,								
MEL	NCAL IMA	GING FOLIP	MENT, INSTAL	CONTRACT						
		CTIVE DATE		RATION DATE				E OPTIONS	EXPIRATION DATE	
									BEFORE	
	Septembe		•	er 9, 2018		2 - 1 Year September 9, 2018				
			NT TERMS		DELIVERY TIMEFRAME					
		N	et 45		60 Days ARO					
		ALTI	ERNATE PAYMEN	T OPTIONS		EXTENDED PURCHASING			NDED PURCHASING	
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MINII	MUM DELIV	ERY REQUIREM	IENTS							
N/A										
				ESCRIPTION OF	CHAN					
	PTION		OF OPTION	EXTENSION		LENC	STH OF EXT	TENSION	REVISED EXP. DATE	
	$\boxtimes$		ears						September 9, 2020	
	CURREN'			ANGE NOTICE		E	ESTIMATED		CONTRACT VALUE	
	\$927,0	)55.28	\$300,0	00.00	DTIO)			\$1,227,05	5.28	
are h	ereby adde	ed to this contra		rice sheet. All ot	on yea her te	ırs, is rms,	conditions,	specifications	00, and X-Ray related items s, and pricing remain the	

## **Pricing for Film and Chemical Items**

Film List						
Code Number	Description	Quantity		Price		
PPG5047	PPG 14 X 17 GREEN	1 box of 100	\$	100.00		
PPG5080	PPG 8 X 10 GREEN	1 box of 100	\$	35.00		
PPG5005	PPG 30 X 35 GREEN	1 box of 100	\$	72.00		
PPG5040	PPG 24 X 30 GREEN	1 box of 100	\$	48.00		
PPG5002	PPG 10 X 12 GREEN	1 box of 100	\$	52.00		
PPG5077	PPG 7 X 17 GREEN	1 box of 100	\$	52.00		

Chemical Item List						
Code Number Description Quantity						
PREMIX D	PREMIXED DEVELOPER	1 GALLON	\$	4.50		
PREMIX F	PREMIXED FIXER	1 GALLON	\$	3.00		
23014	DEV BI-PACK / 10-GAL	1 CASE	\$	55.02		
23016	FIX BI-PAK / 10 GAL	1 CASE	\$	35.07		



RADIOLOGY IMAGING SOLUTIONS INC

# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

Angela Hamilton

**MDOC** 

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913 P.O. BOX 30026 LANSING, MICHIGAN 48909

### **CONTRACT CHANGE NOTICE**

Change Notice Number 7

to

Contract Number <u>071B5500132</u>

0	0000 Miller A NIM				ogram anager	<u>역</u> 517-780-5645			
Ş	<del>-</del>			လ	am ger	Hamilton/	1@michigan.	aov	
	oids, MI 49544			STATE				<u> </u>	
Robert Wh	nitehead				Co Admi	Steve Rig	g	DTMB	
(800) 747-	(800) 747-1777 x3105				Contract Administrator	(517) 249			
raw.radiolo	ogyimaging@ea	arthlink.net			t	riggs@mi	chigan.gov		
CV003276	67								
			CONTRACT	SHIMM	IARV				
MEDICAL IMA	GING EQUIP	MENT, INSTAL							
INITIAL EFFE	INITIAL EFFECTIVE DATE INITIAL EXPIRATION DATE			INI	INITIAL AVAILABLE OPTIONS				ON DATE BEFORE (S) NOTED BELOW
Septembe	r 10, 2015	Septembe	er 9, 2018		2 - 1 Year		Sept	ember 9, 2018	
	PAYME	NT TERMS		DELIVERY TIMEFRAME					
	N	let 45			60 Days ARO				
	ALT	ERNATE PAYMEN	T OPTIONS		EXTENDED PURCHASING				RCHASING
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MINIMUM DELIV	ERY REQUIREM	MENTS							
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OPTION	LENGTH	OF OPTION	EXTENSION	I	LENG	TH OF EX	TENSION	REVIS	SED EXP. DATE
							September 9, 2018		
CURREN	T VALUE	VALUE OF CH	ANGE NOTICE			ESTIMATE	O AGGREGATE	CONTRA	CT VALUE
\$927,0	)55.28	\$0.	.00				\$927,055	5.28	
			DESCRI						
	conditions, spe	ntract is herby up cifications, and pr							

## **Pricing Merged from Contract 472B6600068**

General Healthcare Pricing					
1.Upper Peninsula Prosperity Alliance					
1a. Western UP Prosperity Region	Cost Per Unit/Visit	Hourly Rate for Repairs			
Ojibway Correctional Facility (OCF)	\$1,900.00	\$90.00/hr			
Baraga Correctional Facility (AMF)	\$1,900.00	\$90.00/hr			
1b. Central UP Prosperity Region	Cost Per Unit/Visit	Hourly Rate for Repairs			
Marquette Branch Prison (MBP)	\$1,800.00	\$90.00/hr			
Alger Correctional Facility (LMF)	\$1,800.00	\$90.00/hr			
1c. Eastern UP Prosperity region	Cost Per Unit/Visit	Hourly Rate for Repairs			
Newberry Correctional Facility (NCF)	\$1,300.00	\$90.00/hr			
Kinross Correctional Facility (KCF)	\$850.00	\$90.00/hr			
Chippewa Correctional Facility (URF)	\$850.00	\$90.00/hr			
2. Northwest Prosperity Region	Cost Per Unit/Visit	Hourly Rate for Repairs			
Pugsley Correctional Facility (MPF)	\$1,000.00	\$90.00/hr			
Oaks Correctional Facility (ECF)	\$1,000.00	\$90.00/hr			
4b. West Michigan Prosperity Region	Cost Per Unit/Visit	Hourly Rate for Repairs			
Earnest C. Brooks Correctional Facility (LRF)	\$600.00	\$90.00/hr			
West Shoreline Correctional Facility (MTF)	\$600.00	\$90.00/hr			
Muskegon Correctional Facility (MCF)	\$600.00	\$90.00/hr			
Carson City Correctional Facility (ORF)	\$700.00	\$90.00/hr			
Richard A. Hand/on Correctional Facility (MTU)	\$525.00	\$90.00/hr			
Ionia Correctional Facility (ICF)	\$525.00	\$90.00/hr			
Michigan Reformatory (RMI)	\$525.00	\$90.00/hr			
Bellamy Creek Correctional Facility (IBC)	\$525.00	\$90.00/hr			
5. East Central Michigan Prosperity Region	Cost Per Unit/Visit	Hourly Rate for Repairs			
Central Michigan Correctional Facility (STF)	\$700.00	\$90.00/hr			
St. Louis Correctional Facility (SLF)	\$700.00	\$90.00/hr			
Saginaw Correctional Facility (SRF)	\$925.00	\$90.00/hr			
6. East Michigan Prosperity Region	Cost Per Unit/Visit	Hourly Rate for Repairs			
Thumb Correctional Facility (TCF)	\$950.00	\$90.00/hr			
8.Southwest Prosperity Region	Cost Per Unit/Visit	Hourly Rate for Repairs			
Lakeland Correctional Facility (LCF)	\$950.00	\$90.00/hr			
9. Southeast Michigan Prosperity Region	Cost Per Unit/Visit	Hourly Rate for Repairs			
Charles E. Egler/ Reception Guidance Center (RGC)	\$1,525.00	\$90.00/hr			
Woodland Center Correctional Facility (WCC)	\$800.00	\$90.00/hr			
G. Robert Cotton Correctional Facility (JCF)	\$800.00	\$90.00/hr			
Parnell/I Correctional Facility (SMT)	\$800.00	\$90.00/hr			
Cooper Street Correctional Facility (JCS)	\$800.00	\$90.00/hr			
Special Alternative Incarceration Facility (SAI)	\$800.00	\$90.00/hr			
Women's Huron Valley Correctional Facility (WHV)	\$1,800.00	\$90.00/hr			
Gus Harrison Correctional Facility (ARF)	\$1,350.00	\$90.00/hr			
Duane Waters Health Center (DWH)	\$8,000.00	\$90.00/hr			
10. Detroit Metro Prosperity Region	Cost Per Unit/Visit	Hourly Rate for Repairs			
Macomb Correctional Facility (MRF)	\$900.00	\$90.00/hr			
Detroit Detention Center (DOC), Detroit Reentry Center (DRC)	\$900.00	\$90.00/hr			

Radiology Pricing						
Region 1	Cost per Unit/Visit	Hourly Rate for Repairs				
Yearly Radiologic Analog Systems - Routine System Calibration PM's	\$ 1,500.00	\$ 150.00				
Quarterly Computer Radiology (CR) Systems - Routine System Calibration PM's	\$ 900.00	\$ 150.00				
Monthly Radiologic Analog Film Processors - Routine	\$ 190.00	\$ 50.00				

Parts billed at 15% discount from manufacturer's prices

Chemistry will be charged separately per gallon at the vendor cost per gallon

Regions 2-10	Cost per Unit/Visit	Hourly Rate for Repairs
Yearly Radiologic Analog Systems - Routine System Calibration PM's	\$ 950.00	\$ 150.00
Quarterly Computer Radiology (CR) Systems - routine System Calibration PM's	\$ 600.00	\$ 150.00
Monthly Radiologic Analog Film Processors - Routine	\$ 50.00	\$ 50.00

Parts billed at 15% discount from manufacturer's prices

Chemistry will be charged separately per gallon at the vendor cost per gallon

Regions 1-10	Year One Cost	Remaining Contract Term Yearly Cost
EXA PACS/Server and Facility Gateways	\$ 29,000.00	\$ 46,400.00
Additional Yearly Cost for Software Licenses (January 1, 2017-December 31, 2019	N/A	\$ 20,000.00
	\$66,400.00	

- 1. Yearly payment required at beginning of the Contract, then the beginning of each fiscal year thereafter.
- 2. Site preparation and interconnecting cables are the responsibility of the customer.
- 3. There is no time and material offered with the License upgrade of PACS/Server, a service contract is the only option for support.
- 4. Additional sites will be covered after warranty for an additional \$5,800.00 per site.

# STATE OF MICHIGAN

### EXHIBIT C STATEMENT OF WORK

### **CONTRACT ACTIVITIES Transferred from Contract #472B6600068**

Healthcare Equipment Preventative Maintenance & Repair Services

### **Background**

This Contract provides preventative maintenance (PM) services and repair services for equipment located in healthcare facilities of the Bureau of Health Care Services (BHCS), Michigan Department of Corrections (MDOC). The MDOC has approximately 33 healthcare facilities. No specific amount of preventative maintenance or repairs is guaranteed. The Contractor must complete all preventative maintenance and repairs in a workman-like manner and in accordance with industry standards. The Contractor shall guarantee its work and repair services.

The Contractor will perform preventative maintenance and repair services on an as-needed basis. MDOC staff shall call or email the Contractor to schedule services. The Contractor must abide by all protocols and rules at the facilities.

### 1. Requirements

### 1.1 Categories

There are three broad categories for healthcare equipment preventative maintenance and repair services. The equipment for each category is listed in Attachment C, Healthcare Equipment Log. The Contractor provides services in the following categories:

$\boxtimes$	General Healthcare
	Dental
$\boxtimes$	Radiology

### 1.2 Preventative Maintenance

- a. Preventative Maintenance Request
  - 1. A PM request shall be made by MDOC staff calling the Contractor's toll-free number or contacting the Contractor Representative at his/her email or telephone number.
  - 2. Once contact is made between the Contractor and MDOC staff, the MDOC staff and the Contractor shall agree upon a date and time for the Contractor to conduct on-site PM service at the particular facility requesting services.
  - 3. When PM service is scheduled, the Contractor must provide the MDOC staff with the name of the personnel performing the service.
  - 4. Services shall be provided during the State's normal working hours.
- b. Preventative Maintenance Inspection Procedures
  - 1. General Healthcare and Dental PM Inspections:
    - a. At a minimum, General Healthcare and Dental equipment shall be inspected annually at each facility.
    - b. The MDOC may request additional PM inspections.
    - c. All equipment must be inspected at the scheduled time.
    - d. The Contractor must accept the MDOC's right to add or remove equipment from Attachment C (Healthcare Equipment Log), at any time throughout the Contract.
  - 2. Radiology PM Inspections:
    - a. At a minimum, Radiologic Analog Systems and Other Radiology maintenance shall be conducted annually. Other Radiology maintenance is for all equipment other than Radiologic Analog Systems, Computer Radiology Systems, and Analog Film Processors.
    - b. Computer Radiology (CR) Systems maintenance shall be conducted quarterly.
    - c. Radiologic Analog Film Processors maintenance shall be conducted monthly. Chemistry shall not be included and will be charged separately per gallon at the vendor cost per gallon.

- d. EXA PACS/Server and Facility Gateways maintenance requirements are as follows:
  - Same business day on-site hardware service, and remote software service for computer Gateway Units.
  - 2. Server hardware at Dimondale is supported by SOM server team; software for this unit is supported by Radiology Imaging Solutions, Inc. (RIS) remotely.
  - 3. Includes computer repairs (Labor and Parts) on all Gateway units. Does Not Include Hardware Upgrades (New CPU's).
  - 4. All Software and Upgrades, upgrades to the PACS Server system and Gateway viewing stations done quarterly when available
  - 5. Patching the operating system on the Gateway viewing stations must be conducted quarterly.
  - 6. All labor and travel remote or on site
  - 7. Emergency patches or updates will be performed via remotely or on site when necessary.
- e. The MDOC may request additional PM inspections.
- f. All equipment must be inspected at the scheduled time.
- g. The Contractor must accept the MDOC's right to add or remove equipment from Attachment C (Healthcare Equipment Log), at any time throughout the Contract.
- c. PM inspections shall include:
  - 1. Inspection of Functionality
  - 2. Cleaning of Internal Parts
  - 3. Calibration
  - 4. Sterilization
  - 5. Electronics and Software inspection
  - 6. Tests to assure the equipment are functioning according to factory acceptable standards.
  - 7. Proper disposal of the parts that have been removed.

### 1.3 Repairs

- a. Repair Request
  - 1. A repair request shall be made by MDOC staff calling the Contractor's toll-free number or contacting the Contractor Representative at his/her email or telephone number.
  - 2. Once contact is made between the Contractor and the MDOC, the MDOC staff and the Contractor shall agree upon a date and time for the Contractor to conduct services.
  - 3. The MDOC staff may request either on-site service at the particular facility requesting services, or off-site service at the Contractor's place of business.
  - 4. When service is scheduled, the Contractor must provide the MDOC staff with the name of the personnel performing the service.
  - 5. Services shall be provided during the State's normal working hours.

### b. Repair Procedures

- 1. On-Site Services
  - a. While performing on-site services, the Contractor must abide by all protocols, rules, and security procedures of the correctional facilities.
  - b. The Contractor shall perform on-site services in a workman-like manner, and in accordance to industry standards, in an area designated by correctional facilities to make repairs.
  - c. On-site services must be completed within 10 business days after a repair request is made.
  - d. If the Contractor determines during an on-site service that the requested repair(s) cannot be completed on-site, the Contractor must take the equipment off-site, to the Contractor's place of business, to complete repair(s). When an off-site repair is needed the Contractor must notify the MDOC staff by providing a written work order. The written work order shall state the equipment taken off-site and shall be signed by MDOC staff.
  - e. The Contractor must provide the MDOC an estimate for repair(s) costs of equipment. Based on facilities' preference, estimates can be made at the time of the Repair Request by email or telephone, or upon first inspection of the equipment. After receipt of the estimate, the MDOC will notify the Contractor of acceptance or rejection. The estimate shall include:
    - 1. Hours of labor
    - 2. Hourly labor rate
    - 3. A list of parts

- 4. Parts Billed at 15% discount from manufacturer's prices.
- Total estimated cost

### 2. Off-Site Services

- a. If on-site service was not performed, the Contractor must provide the MDOC staff that made the repair request an estimate for repair(s) costs within one business day after services have been requested. The MDOC will notify the Contractor of acceptance or rejection of the estimate within two business days after receipt. The estimate shall include:
  - 1. Hours of labor
  - 2. Hourly labor rate
  - 3. A list of parts names
  - 4. Parts Billed at 15% discount from manufacturer's prices
  - 5. Total estimated cost
- b. Off-site services must be completed at the Contractor's place of business within 10 business day after a repair request is made.
- c. If it is determined that a repair cannot be completed in its entirety, the Contractor must notify the MDOC staff in writing within 1 business day. No charges will be made by the Contractor to the MDOC for incomplete repairs.
- d. The Contractor guarantees equipment will be transported to the Contractor's place of business at no additional cost to the MDOC.

### 3. Loaner Equipment

- a. If a repair cannot be completed within 10 business days after a repair request is made for the equipment listed in Attachment D (Healthcare Loaner Equipment), the Contractor shall provide loaner equipment by the end of the 5<sup>th</sup> business day after the repair request is made, at no cost to the MDOC.
- b. Loaner equipment can be held by the MDOC until the repair is completed.
- c. Loaner equipment provided by the Contractor shall perform the same functions, have similar specifications, and shall be the same brand of the equipment being repaired.
- d. If same brand equipment cannot be provided, the Contractor may submit a request to the MDOC to provide an alternate brand. The alternate brand must be approved by the MDOC.
- e. The Contractor must accept the MDOC's right to add or remove equipment from Attachment C (Healthcare Equipment Log) and Attachment D (Healthcare Loaner Equipment), at any time throughout the Contract.

### 4. Delivery

- a. The Contractor is responsible for delivering equipment to the location specified in the Purchase Order. Delivery to any other location or warehouse will not be accepted. The MDOC reserves the right to require that delivery be made directly to the specified location which may be located inside a correctional facility.
- b. Deliveries must be Monday through Friday between the hours of 7:30 a.m. 2:00 p.m. No deliveries will be accepted on State of Michigan holidays.
- c. The Contractor should be aware that there is a possibility of a delay at any of the correctional facilities which prohibits delivery carriers entering the facility at time of arrival. The MDOC will not be responsible for any additional charges which may arise due to delivery delays caused by a mobilization or any other reason.
- d. At least 24 hours prior to delivery of equipment, the carrier shall call the contact person listed on the Purchase Order and provide the information for Law Enforcement Information Network (LEIN) clearance of the delivery driver and rider(s). Failure to provide the required information may result in the Contractor being denied access to the correctional facility.
- e. The Contractor cannot charge the MDOC for deliveries.

### 1.4 Invoice and Payment

a. Invoice Requirements

All invoices submitted to the State must include:

- 1. Date
- 2. Purchase order number
- 3. Description of services performed, including the equipment serviced and facility equipment is located.
- 4. Total Cost of PM Inspection(s)

- 5. Labor Costs (hourly rate x number hours)
- 6. Parts Costs (parts used @ 15% discount from manufacturer's prices)
- 7. Total cost of services (Labor + Parts+ PM Inspection(s))

Overtime, holiday pay, and travel expenses will not be paid.

b. Payment Methods

The State will make payment for Contract Activities by Electronic Funds Transfer (EFT).

#### 1.5 Warranties

The State reserves the right to require additional warranties other than those identified by the Contractor.

#### Detail:

**Warranties:** Radiology Imaging Solutions, Inc. (RIS) represents manufactures' warranties to buyer that any new product purchased will be free of defects in material and workmanship, and will substantially conform to the applicable specification in effect on the date of shipment when subjected to normal, proper and its intended use by properly trained personnel. All products and labor shall be warranted for 12 months including x-ray tube starting from first day of use.

If manufacturer determines that a product fails to meet any specification during the applicable warranty period, RIS and or manufacturer shall correct any such failure as follows:

- A) By repairing, adjusting, or replacing any defective or non-conforming components or product.
- B) By making available any necessary repair or replacement parts or assemblies for exchange.

### **Warranty Exclusions:**

- 1) Failure of Buyer to prepare the site and operating environment in accordance with requirements.
- 2) Failure to provide proper incoming power required supporting the equipment in accordance with requirements.
- 3) Modifications of product by party other then Radiology Imaging Solutions, Inc.
- 4) Acts of God, fires, floods, power surges. Strikes, sabotage, misuse, abuse, tampering or negligence.

**Disputes/Arbitration:** All disputes, controversies or claims of any kind arising from or in any way related to equipment's function ability shall be settled by first good faith negotiations between Radiology Imaging Solutions, Inc., Manufacturer and Buyer. If the parties are unable to resolve the dispute, either party may submit the dispute for resolution and shall be settled by final and binding arbitration, in accordance with the rules of the American Arbitration Association (AAA) and the laws of the State of Michigan USA. The arbitration proceedings will be conducted before three neutral arbitrators. All arbitrators will be lawyers or judges selected from a list provided by the American Arbitration Association. The decision of the arbitrator will be final and may be enforced in any court having jurisdiction over the parties.

### General Healthcare:

Med-Tech Support Services, Inc.

Repairs will be free of defects in material and workmanship and will substantially conform to the applicable specification in effect on the date of shipment when subjected to normal, proper and its intended use by properly trained personnel. All repairs and labor shall be warranted for 90 days.

If Med-Tech Support Services, Inc. determines that a product fails to meet any specification during the applicable warranty period, Med-Tech Support Services, Inc. shall correct any such failure as follows:

- A) By repairing, adjusting, or replacing any defective or non-conforming components or product.
- B) By making available any necessary repair or replacement parts or assemblies for exchange.

### **Warranty Exclusions:**

- 1) Failure of Buyer to prepare the site and operating environment in accordance with requirements.
- 2) Failure to provide proper incoming power required supporting the equipment in accordance with requirements.
- 3) Modifications of product by party other than Med-Tech Support Services, Inc.
- 4) Acts of God, fires, floods, power surges. Strikes, sabotage, misuse, abuse, tampering or negligence.

### 1.6 Additional Services

Detail: Radiology Imaging Solutions, Inc. offers: Silver reclamation and Purge film pickup.

The MDOC may request the Contractor to provide additional services during the Term of this Contract.

- 1. The Contractor must provide container(s) necessary to collect the x-ray film for the silver reclamation. The MDOC will provide the facility location(s) to the Contractor.
- 2. The MDOC will contact the Contractor to arrange pickups as needed.

- 3. This service is provided at no cost to the MDOC. The Contractor will reimburse the MDOC based on the current silver market rates.
- 4. The Contractor must submit the check reimbursement to:

Michigan Department of Corrections Attn: Cashier PO Box 30003 Lansing, MI 48909

### 1.7 Security

The Contractor will be subject to the following security procedures:

- a. All Contractor staff working on the Contract must undergo a security and background check, to include at a minimum ICHAT http://apps.michigan.gov/ichat/home.aspx, to be performed by the Contractor.
- b. The Contractor's and subcontractor's staff that are entering an MDOC facility must be LEIN cleared by MDOC prior to facility entry. The Contractor must submit the LEIN information to the MDOC Program Manager at least two business days prior to the facility visit. If an employee of the Contractor or subcontractor has a felony or misdemeanor conviction (excluding minor driving offenses), that employee may not be permitted to enter any MDOC facility.
- c. The awarded Contractor's staff may be required to complete and submit an RI-8 Fingerprint Card for Finger Print Checks.
- d. The Contractor must anticipate delays when visiting any facility due to issues within that facility.
- e. All vehicles entering a MDOC correctional facility must be inspected before entry of the secure perimeter.
- f. The MDOC reserves the right to deny access to any facility to any Contractor(s)/subcontractor(s) staff members who fails to comply with any applicable State, federal or local law, ordinance or regulation or whose presence may compromise the security of the facility, its members or staff.
- g. All drug, alcohol and tobacco products are prohibited at all correctional facilities.
- h. Weapons, fireworks and explosives are prohibited from all State facilities.
- i. All cellular devices are prohibited from all correctional facilities.
- j. Contractor(s) that come into the Administration Building of a correctional facility will need to secure their cellular devices and personal tobacco products in their locked vehicle prior to entrance. If the Contractor arrives with such products, the Contractor will be requested to return them to their vehicle.
- k. The Contractor must explain any additional security measures in place to ensure the security of State facilities.
- I. The Contractor's staff will be required to enter State facilities. The Contractor must: (1) explain how it intends to ensure the security of State facilities, (2) whether it uses uniforms and ID badges, etc., (3) identify the company that will perform background checks, and (4) the scope of the background checks. The State may require the Contractor's personnel to wear State issued identification badges.

Detail: Personnel department performs a yearly limited back ground check on all employees whom would enter state facilities. Currently we have several employees with MDOC lien clearances. They are in place because of the services we provide for the radiology departments at several of the facilities in the MDOC system. Additional criminal background checks are done as necessary by AAIM incorporated.

### 1.8 Vendor Handbook

The Contractor will require all its employees working inside an MDOC prison, to read and sign the MDOC Vendor Handbook (Attachment E). The purpose of the MDOC Vendor Handbook is to provide contractors with general information regarding basic requirements of working within a MDOC prison, provide notice of work rules and consequences of rule violations. The awarded Contractor must provide copies of each signed Employee Acknowledgment to the Program Manager at the completion of the employee's orientation.

### 1.9 Prison Rape Elimination Act (PREA) of 2003: Public Law 108-79, Sept. 4, 2003

The Contractor must comply with the Federal Register and the MDOC Prison Rape Elimination Act, 28 CFR Part 115, Prevention Plan. The Contractor must immediately refer any allegations or forms of sexual abuse or sexual harassment (staff-on-prisoner and prisoner-on-prisoner) to the MDOC Contract Compliance Inspector in writing. The Contractor shall ensure compliance with the National Standards to Prevent, Detect and Respond to Prison Rape, effective August 20, 2012 at <a href="http://www.gpo.gov/fdsys/pkg/FR-2012-06-20/pdf/2012-12427.pdf">http://www.gpo.gov/fdsys/pkg/FR-2012-06-20/pdf/2012-12427.pdf</a>. See attached PREA standards (Attachment F). If the Contractor does not abide by these standards, it will be considered a breach of Contract.

#### 2. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- a. The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- b. The relationship of the subcontractor to the Contractor.
- c. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- d. A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- e. Of the total bid, the price of the subcontractor's work.

#### Detail:

Health Care Division:
Med-Tech Support Services, Inc.
149 Valley Ave NW
Grand Rapids, Mi 49504
1-800-430-9956
service@med-techsupport.com
www.med-tech-services.com

Contact:
Chad Mann
President/Service Technician
chad@med-techsupport.com

Med-tech Supports Services, Inc. is a Grand Rapids, Mi. based biomedical company. With 22 plus years of service to medical offices, hospitals, laboratories. We have worked with multiple MDOC facilities as well as the Grand Rapids Home for Veterans providing PM, safety certifications, repair of equipment and inventory support.

Med Tech Support Services, Inc. has worked with Radiology Imaging Solutions, Inc. in multiple facilities and area around the greater Grand Rapids, Muskegon, and Holland areas. As well as Lansing and Traverse City.

Duties performed by Med-Tech Support Services shall include the PM and repair of the general healthcare equipment. Radiology Imaging Solutions, Inc. shall be responsible for all Radiology equipment within MDOC facilities.

Pricing for Healthcare services performed by Med-Tech Support Services, Inc. are listed in Exhibit C.



## Radiology Imaging Solutions, Inc.-NHD

Providing Solutions for Medical Imaging

2600 Miller Avenue N.W. Grand Rapids, MI 49544

## 1-800-747-1777



## www.radiologyimagingsolutions.com

State of Michigan, Department of Management and Budget Purchasing Operations 530 W. Allegan Lansing, MI Page: 1 of 2 Effective Date: 1/01/2017 Expiration Date: 12/31/2019

Quotation: 11012015RSMA2

# PACS Archive Software Licensing and Service Agreement to meet State of Michigan MDOC required Security and Windows Operating System / Internet Explorer platforms mandatory updates:

Contract Starts January 1, 2017 ending December 31, 2019

### Includes:

- Radiology Imaging Solutions will serve as PACS administrator.
- Same business day remote software support and applications support for all stations including the server at Diamondale, all Gateways, Radiologist Viewing Station, and all Clinicians Viewing stations.
- Server hardware and Operating System Software at Diamondale is supported by SOM server team; PACS software for this unit is supported by Radiology Imaging Solutions, Inc. (RIS) remotely.
- Does Not Include Hardware Upgrades (New CPU's).
- All Operating System and PACS Software Updates / Upgrades for the (7) Gateway viewing stations done quarterly when available.
- All labor and travel remote or on site
- Upgrade of Operating Systems on the Gateways to Windows 10 will be done: 1. If hardware is compatible for a (free) Automatic update. This will be done within 30 days. 2. If a new CPU is required Quotations for their replacement will be provided and installed when purchased.
- Automatic Updates on the PACS Server in Diamondale and the 7 Gateways will be turned on and may be utilized as a normal operating function. Emergency patches or updates will be performed via remotely or on site when necessary.
- Covers the Paper Scanners on all of the Gateways (Hardware and Software)
- New Sites that will require additional Gateways will require the contract to be increased per site after the Warranty period has expired

NOTE: This is a Software Licenses for the State of Michigan to use a NEW PACS SOFTWARE PLATFORM THAT IS REQUIRED to provide the required security and Windows upgrade requested by the State of Michigan MDOC server team and is an addition to the 472B6600068 current service contract.



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## www.radiologyimagingsolutions.com

State of Michigan, Department of Management and Budget Purchasing Operations 530 W. Allegan Lansing, MI Page: 2 of 2 Effective Date: 1/01/2017

Expiration Date: 12/31/2019 Quotation: 11012015RSMA2

Software Licensing and Service Agreement for (1) PACS/Server and Seven (7) Facility Gateways

## January 1st 2017 thru December 31st 2017

State of Michigan yearly cost (current contract): \$46,400.00

State of Michigan Additional yearly cost for Software Licenses: \$20,000.00

Total: \$ 66,400.00

## January 1st 2018 thru December 31st 2018

State of Michigan yearly cost (current contract): \$46,400.00

State of Michigan Additional yearly cost for Software Licenses: \$20,000.00

Total: \$ 66,400.00

## January 1st 2019 thru December 31st 2019

State of Michigan yearly cost (current contract): \$46,400.00

State of Michigan Additional yearly cost for Software Licenses: \$20,000.00

Total: \$ 66,400.00

### Terms:

- 1. Payment required at beginning of contract.
- 2. Site preparation and interconnecting cables are the responsibility of the customer.
- 3. Contract service done during normal working hours, Monday through Friday 8 until 5 or as needed
- 4. All applicable taxes and shipping will be additional.
- 5. There is no time and material offered with the License upgrade of PACS/Server, a service contract is the only option for support.
- 6. Additional Sites will be covered after warranty for an additional \$5,800.00 per site.

	Robert Whitehead, R.T. (R)
State of Michigan Agent:	Radiology Imaging Solution's Agent:
	Sales Representative
Title:	Title: January 1, 2017
Start Date:	Start Date:



RADIOLOGY IMAGING SOLUTIONS INC

agreement, and DTMB Procurment approval.

# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

Angela Hamilton

MDOC

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913 P.O. BOX 30026 LANSING, MICHIGAN 48909

### **CONTRACT CHANGE NOTICE**

Change Notice Number 6

to

Contract Number <u>071B5500132</u>

					l a				
2600 Mille	er Avenue N.W.			-	rogram ⁄lanager	517-780-5	5645		
Grand Ra Robert WI (800) 747-	Grand Rapids, MI 49544			/TS	r	HamiltonA1@michigan.gov			
Robert Whitehead				STATE	Adr	Steve Rigg		DTMB	
(800) 747					Contract Administrator	(517) 249	-0454	-	
O row radial	(800) 747-1777 x3105 raw.radiologyimaging@earthlink.net				act	riggs@mi	chigan.gov		
raw.rauloi		irtniink.net							
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### **Additional Pricing Merged from Contract 472B6600068**

Region 1	Cost	Hourly Rate for Repairs
Yearly Radiologic Analog Systems - Routine System Calibration PM's	\$ 1,500.00	\$ 150.00
Quarterly Computer Radiology (CR) Systems - Routine System Calibration PM's	\$ 900.00	\$ 150.00
Monthly Radiologic Analog Film Processors - Routine	\$ 190.00	\$ 50.00
Parts billed at 15% discount from manufacture	r's prices	
Chemistry will be charged separately per gallon at the ve	ndor cost per gallor	١
Regions 2-10	Cost	Hourly Rate for Repairs
Yearly Radiologic Analog Systems - Routine System Calibration PM's	\$ 950.00	\$ 150.00
Quarterly Computer Radiology (CR) Systems - Routine System Calibration PM's	\$ 600.00	\$ 150.00
Monthly Radiologic Analog Film Processors - Routine	\$ 50.00	\$ 50.00
Parts billed at 15% discount from manufacture	r's prices	
Chemistry will be charged separately per gallon at the ve	ndor cost per gallor	ı
Regions 1-10	Year One Cost	Remaining Contract Term Annual Cost
SoftMedical PACS/Server and Facility Gateways	\$ 29,000.00	\$ 46,400.00
Additional Yearly Cost for Software Licenses (January 1, 2017-December 31, 2019	N/A	\$ 20,000.00

- 1. Yearly payment required at beginning of the Contract, then the beginning of each fiscal year thereafter.
- 2. Site preparation and interconnecting cables are the responsibility of the customer.
- 3. There is no time and material offered with the License upgrade of PACS/Server, a service contract is the only option for support.
- 4. Additional sites will be covered after warranty for an additional \$5,800.00 per site.



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913 P.O. BOX 30026 LANSING, MICHIGAN 48909

### **CONTRACT CHANGE NOTICE**

Change Notice Number 5

to

Contract Number <u>071B5500132</u>

	RADIOLOGY IMAGING SOLUTIONS INC
CO	2600 Miller Avenue N.W.
NI	Grand Rapids, MI 49544
RAC	Robert Whitehead
TO	(800) 747-1777 x3105
Ž	raw.radiologyimaging@earthlink.net
	*****2958

Lisa Lehnert	MDOC			
517-335-4904				
lehnertl@michigan.gov				
Steve Rigg	DTMB			
(517) 284-7043				
riggs@michigan.gov				
	517-335-4904 lehnertl@michigan.gov Steve Rigg (517) 284-7043			

raw.radiologyimaging@earthlink.net				ų nggo em	orngan.gov			
*****295	8							
			CONTRACT	SUMMARY				
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☐ P-Card		☐ Direct \	/oucher (DV)	☐ Other	⊠Y	es 🗆 No		
MINIMUM DELIV	/ERY REQUIREM	MENTS						
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						September 9, 2018		
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Effective 7/14/2017, the following items are added to this contract, per revised Attachment Revised Exhibit A Statement of Work. Included in this are merged contracts numbers 071B5500132 and 472B6600068, updated PACs/Archive License, Refurbished Contract Equipment Option, and a 1% quick pay. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

## STATE OF MICHIGAN

Contract #47286600068
Healthcare Equipment Preventative Maintenance & Repair Services

# EXHIBIT A STATEMENT OF WORK CONTRACT ACTIVITIES

### **Background**

This Contract provides preventative maintenance (PM) services and repair services for equipment located in healthcare facilities of the Bureau of Health Care Services (BHCS), Michigan Department of Corrections (MDOC). The MDOC has approximately 33 healthcare facilities. No specific amount of preventative maintenance or repairs is guaranteed. The Contractor must complete all preventative maintenance and repairs in a workman-like manner and in accordance with industry standards. The Contractor shall guarantee its work and repair services.

The Contractor will perform preventative maintenance and repair services on an as-needed basis. MDOC staff shall call or email the Contractor to schedule services. The Contractor must abide by all protocols and rules at the facilities.

### 1. Requirements

### 1.1 Categories

There are three broad categories for healthcare equipment preventative maintenance and repair services. The equipment for each category is listed in Attachment C, Healthcare Equipment Log. The Contractor provides services in the following categories:

[81 General Healthcare

D Dental

[81 Radiology

### 1.2 Preventative Maintenance

- a. Preventative Maintenance Request
  - A PM request shall be made by MDOC staff calling the Contractor's toll-free number or contacting the Contractor Representative at his/her email or telephone number.
  - 2. Once contact is made between the Contractor and MDOC staff, the MDOC staff and the Contractor shall agree upon a date and time for the Contractor to conduct on-site **PM** Service at the particular facility requesting services.

- 3. When PM service is scheduled, the Contractor must provide the MDOC staff with the name of the personnel performing the service.
- 4. Services shall be provided during the State's normal working hours.
- b. Preventative Maintenance Inspection Procedures
  - 1. General Healthcare and Dental PM Inspections:
    - a. At a minimum, General Healthcare and Dental equipment shall be inspected annually at each facility.
    - b. The MDOC may request additional PM inspections.
    - c. All equipment must be inspected at the scheduled time.
    - d. The Contractor must accept the MDOC's right to add or remove equipment from Attachment C (Healthcare Equipment Log), at any time throughout the Contract.

### 2. Radiology PM Inspections:

- At a minimum, Radiologic Analog Systems and Other Radiology maintenance shall be conducted annually. Other Radiology maintenance is for all equipment other than Radiologic Analog Systems, Computer Radiology Systems, and Analog Film Processors.
- b. Computer Radiology (CR) Systems maintenance shall be conducted quarterly.
- c. Radiologic Analog Film Processors maintenance shall be conducted monthly. Chemistry shall not be included and will be charged separately per gallon at the vendor cost per gallon.
- d. SoftMedical PACS/Server and Facility Gateways maintenance requirements are as follows:
  - 1. Same business day on-site hardware service, andremote software service for computer Gateway Units.
  - 2. Server hardware at Diamondale is supported by SOM server team; software for this unit is supported by Radiology Imaging Solutions, Inc. (RIS) remotely.
  - 3. Includes computer repairs (Labor and Parts) on all Gateway units. Does Not Include Hardware Upgrades (New CPU's).
  - 4. All SoftMedical Software and Upgrades, upgrades to the SoftMedical PACS Server system and Gateway viewing stations done quarterly when available
  - 5. Patching the operating system on the Gateway viewing stations must be conducted quarterly.
  - 6. All labor and travelremote or on site
  - 7. Emergency patches or updates will be performed via remotely or on site when necessary.
- e. The MDOC may request additional PMinspections.
- f. All equipment must be inspected at the scheduled time.

- g. The Contractor must accept the MDOC's right to add or remove equipment from Attachment C (Healthcare Equipment Log), at any time throughout the Contract.
- c. **PM** inspections shall include:
  - 1. Inspection of Functionality
  - 2. Cleaning of Internal Parts
  - 3. Calibration
  - 4. Sterilization
  - 5. Electronics and Software inspection
  - 6. Tests to assure the equipment are functioning according to factory acceptable standards.
  - 7. Proper disposal of the parts that have been removed.

### 1.3 Repairs

- a. Repair Request
  - A repair request shall be made by MDOC staff calling the Contractor's tollfree number or contacting the Contractor Representative at his/her email or telephone number.
  - 2. Once contact is made between the Contractor and the MDOC, the MDOC staff and the Contractor shall agree upon a date and time for the Contractor to conduct services.
  - 3. The MDOC staff may request either on-site service at the particular facility requesting services, or off-site service at the Contractor's place of business.
  - 4. When service is scheduled, the Contractor must provide the MDOC staff with the name of the personnel performing the service.
  - 5. Services shall be provided during the State's normal working hours.

### b. Repair Procedures

- 1. On-Site Services
  - a. While performing on-site services, the Contractor must abide by all protocols, rules, and security procedures of the correctional facilities.
  - b. The Contractor shall perform on-site services in a workman-like manner, and in accordance to industry standards, in an area designated by correctional facilities to make repairs.
  - c. On-site services must be completed within 10 business days after a repair request is made.
  - d. If the Contractor determines during an on-site service that the requested repair(s) cannot be completed on-site, the Contractor must take the equipment off-site, to the Contractor's place of business, to complete repair(s). When an off-site repair is needed the Contractor must notify the MDOC staff by providing a written work order. The written work order shall state the equipment taken off-site, and shall be signed by MDOC staff.
  - e. The Contractor must provide the MDOC an estimate for repair(s) costs of equipment. Based on facilities' preference, estimates can be

made at the time of the Repair Request by email or telephone, or upon first inspection of the equipment. After receipt of the estimate, the MDOC will notify the Contractor of acceptance or rejection. The estimate shall include:

- 1. Hours of labor
- 2. Hourly labor rate
- 3. A list of parts
- 4. Parts Billed at 15% discount from manufacturer's prices.
- 5. Total estimated cost

### 2. Off-Site Services

- a. If on-site service was not performed, the Contractor must provide the MDOC staff that made the repair request an estimate for repair(s) costs within one business day after services have been requested. The MDOC will notify the Contractor of acceptance or rejection of the estimate within two business days after receipt. The estimate shall include:
  - 1. Hours of labor
  - 2. Hourly labor rate
  - 3. A list of parts names
  - 4. Parts Billed at 15% discount from manufacturer's prices
  - 5. Total estimated cost
- b. Off-site services must be completed at the Contractor's place of business within 10 business day after a repair request is made.
- c. If it is determined that a repair cannot be completed in its entirety, the Contractor must notify the MDOC staff in writing within 1 business day. No charges will be made by the Contractor to the MDOC for incomplete repairs.
- d. The Contractor guarantees equipment will be transported to the Contractor's place of business at no additional cost to the MDOC.

### 3. Loaner Equipment

- a. If a repair cannot be completed within 10 business days after a repair request is made for the equipment listed in Attachment D (Healthcare Loaner Equipment), the Contractor shall provide loaner equipment by the end of the 5<sup>th</sup> business day after the repair request is made, at no cost to the MDOC.
- b. Loaner equipment can be held by the MOOC until the repair is completed.
- c. Loaner equipment provided by the Contractor shall perform the same functions, have similar specifications, and shall be the same brand of the equipment being repaired.
- d. If same brand equipment cannot be provided, the Contractor may submit a request to the MDOC to provide an alternate brand. The alternate brand must be approved by the MDOC.

e. The Contractor must accept the MDOC's right to add or remove equipment from Attachment C (Healthcare Equipment Log) and Attachment D (Healthcare Loaner Equipment), at any time throughout the Contract.

### 4. Delivery

- a. The Contractor is responsible for delivering equipment to the location specified in the Purchase Order. Delivery to any other location or warehouse will not be accepted. The MDOC reserves the right to require that delivery be made directly to the specified location which may be located inside a correctional facility.
- Deliveries must be Monday through Friday between the hours of 7:30 a.m. 2:00 p.m. No deliveries will be accepted on State of Michigan holidays.
- c. The Contractor should be aware that there is a possibility of a delay at any of the correctional facilities which prohibits delivery carriers entering the facility at time of arrival. The MDOC will not be responsible for any additional charges which may arise due to delivery delays caused by a mobilization or any other reason.
- d. At least 24 hours prior to delivery of equipment, the carrier should call the contact person listed on the Purchase Order and provide the information for Law Enforcement Information Network (LEIN) clearance of the delivery driver and rider(s). Failure to provide the required information may result in the Contractor being denied access to the correctional facility.
- e. The Contractor cannot charge the MDOC for deliveries.

### 1.4 Invoice and Payment

a. Invoice Requirements

All invoices submitted to the State must include:

- 1. Date
- 2. Purchase order number
- 3. Description of services performed, including the equipment serviced and facility equipment is located
- 4. Total Cost of PM Inspection(s)
- 5. Labor Costs (hourly rate x number hours)
- 6. Parts Costs (parts used@ vendor cost per\_part)
- 7. Total cost of services (Labor+ Parts+ PM Inspection(s))

Overtime, holiday pay, and travel expenses will not be paid.

### b. Payment Methods

The State will make payment for Contract Activities by Electronic Funds Transfer (EFT).

### 1.5 Warranties

The State reserves the right to require additional warranties other than those identified by the Contractor.

### Detail:

**Warranties:** Radiology Imaging Solutions, Inc. (RIS) represents manufactures' warranties to buyer that any new product purchased will be free of defects in material and workmanship, and will substantially conform to the applicable specification in effect on the date of shipment when subjected to normal, proper and its intended use by properly trained personnel. All products and labor shall be warranted for 12 months including x-ray tube starting from first day of use.

If manufacturer determines that a product fails to meet any specification during the applicable warranty period, RIS and or manufacturer shall correct any such failure as follows:

- A) By repairing, adjusting, or replacing any defective or non-conforming components or product.
- 8) By making available any necessary repair or replacement parts or assemblies for exchange.

### **Warranty Exclusions:**

- 1) Failure of Buyer to prepare the site and operating environment in accordance with requirements.
- 2) Failure to provide proper incoming power required supporting the equipment in accordance with requirements.
- 3) Modifications of product by party other than Radiology Imaging Solutions, Inc.
- 4) Acts of God, fires, floods, power surges. Strikes, sabotage, misuse, abuse, tampering or negligence.

**Disputes/Arbitration:** All disputes, controversies or claims of any kind arising from or in any way related to equipment's function ability shall be settled by first good faith negotiations between Radiology Imaging Solutions, Inc., Manufacturer and Buyer. If the parties are unable to resolve the dispute, either party may submit the dispute for resolution and shall be settled by final and binding arbitration, in accordance with the rules of the American Arbitration Association (AAA) and the laws of the State of Michigan USA. The arbitration proceedings will be conducted before three neutral arbitrators. All arbitrators will be lawyers or judges selected from a list provided by the American Arbitration Association. The decision of the arbitrator will be final and may be enforced in any court having jurisdiction over the parties.

### General Healthcare:

### Med-Tech Support Services, Inc.

Repairs will be free of defects in material and workmanship, and will substantially conform to the applicable specification in effect on the date of shipment when subjected to normal, proper and its intended use by properly trained personnel. All repairs and labor shall be warranted for 90 days.

If Med-Tech Support Services, Inc. determines that a product fails to meet any specification during the applicable warranty period, Med-Tech Support Services, Inc. shall correct any such failure as follows:

- A) By repairing, adjusting, or replacing any defective or non-conforming components or product.
- B 8 making available necessary repair or replacement arts or assemblies for

exchange.

### **Warranty Exclusions:**

- 1) Failure of Buyer to prepare the site and operating environment in accordance with requirements.
- 2) Failure to provide proper incoming power required supporting the equipment in accordance with requirements.
- 3) Modifications of product by party other than Med-Tech Support Services. Inc.
- 4) Acts of God, fires, floods, power surges. Strikes, sabotage, misuse, abuse. Tampering or negligence.

### 1.6 Additional Services

Detail: Radiology Imaging Solutions, Inc. offers: Silver reclamation and Purge film

pickup.

The MDOC may request the Contractor to provide additional services during the Term of

### 1.7 Security

The Contractor will be subject to the following security procedures:

- a. All Contractor staff working on the Contract must undergo a security and background check, to include at a minimum ICHAT <a href="http://apps.michigan.gov/ichat/home.aspx">http://apps.michigan.gov/ichat/home.aspx</a>, to be performed by the Contractor.
- b. The Contractor's and subcontractor's staff that are entering an MDOC facility must be LEIN cleared by MDOC prior to facility entry. The Contractor must submit the LEIN information to the MDOC Program Manager at least two business days prior to the facility visit. If an employee of the Contractor's or subcontractor's has a felony or misdemeanor conviction (excluding minor driving offenses). That employee may not be permitted to enter any MDOC facility.
- c. The awarded Contractor's staff may be required to complete and submit an RJ-8 Fingerprint Card for Finger Print Checks.
- d. The Contractor must anticipate delays when visiting any facility due to issues within that facility.
- e. All vehicles entering a MDOC correctional facility must be inspected before entry of the secure perimeter.
- f. The MDOC reserves the right to deny access to any facility to any Contractor(s)/subcontractor(s) staff members who fails to comply with any applicable State, federal or local law. Ordinance or regulation or whose presence may compromise the security of the facility, its members or staff.
- g. All drug, alcohol and tobacco products are prohibited at all correctional facilities.
- h. Weapons, fireworks and explosives are prohibited from all State facilities.
- i. All cellular devices are prohibited from all correctional facilities.

- j. Contractor(s) that come into the Administration Building of a correctional facility will need to secure their cellular devices and personal tobacco products in their locked vehicle prior to entrance. If the Contractor arrives with such products, the Contractor will be requested to return them to their vehicle.
- k. The Contractor must explain any additional security measures in place to ensure the security of State facilities.
- I. The Contractor's staff will be required to enter State facilities. The Contractor must: (1) Explain how it intends to ensure the security of State facilities, (2) whether it uses uniforms and ID badges, etc., (3) identify the company that will perform background checks, and (4) the scope of the background checks. The State may require the Contractor's personnel to wear State issued identification badges.

Detail: Personnel department performs a yearly limited back ground check on all employees whom would enter state facilities. Currently we have several employees with MDOC lien clearances. They are in place because of the services we provide for the radiology departments at several of the facilities in the MDOC system. Additional criminal background checks are done as necessary by AAIM incorporated.

#### 1.8 Vendor Handbook

The Contractor will require all its employees working inside an MDOC prison, to read and sign the MDOC Vendor Handbook (Attachment E). The purpose of the MDOC Vendor Handbook is to provide contractors with general information regarding basic requirements of working within a MDOC prison, provide notice of work rules and consequences of rule violations. The awarded Contractor must provide copies of each signed Employee Acknowledgment to the Program Manager at the completion of the employee's orientation.

### 1.9 Prison Rape Elimination Act (PREA) of 2003: Public Law 108-79, Sept. 4, 2003

The Contractor must comply with the Federal Register and the MDOC Prison Rape Elimination Act, 28 CFR Part 115, Prevention Plan. The Contractor must immediately refer any allegations or forms of sexual abuse or sexual harassment (staff-on-prisoner and prisoner-on-prisoner) to the MDOC Contract Compliance Inspector in writing. The Contractor shall ensure compliance with the National Standards to Prevent, Detect and Respond to Prison Rape, effective August 20, 2012 at <a href="http://www.gpo.gov/fdsys/pkq/FR-2012-06-20/pdf/2012-12427.pdf">http://www.gpo.gov/fdsys/pkq/FR-2012-06-20/pdf/2012-12427.pdf</a>. See attached PREA standards (Attachment F). If the Contractor does not abide by these standards, it will be considered a breach of Contract.

a. The contractor shall provide services for all facilities in the State of Michigan Prosperity Region(s) it selected in Exhibit C, Pricing.

### 3.4 Disclosure of Subcontractor

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- a. The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- b. The relationship of the subcontractor to the Contractor.
- c. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- d. A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- e. Of the total bid, the price of the subcontractor's work.

Detail:

Health Care Division:

Med-Tech Support Services, Inc.

149 Valley Ave NW

Grand Rapids, Mi 49504

1-800-430-9956

service@med-techsupport.com

www.med-tech-services.com

Contact:

Chad Mann

PresidenUService Technician

chad@med-techsupport.com

Med-tech Supports Services, Inc. is a Grand Rapids, Mi. based biomedical company. With 22 plus years of service to medical offices, hospitals, laboratories. We have worked with multiple MDOC facilities as well as the Grand Rapids Home for Veterans providing PM, safety certifications, repair of equipment and inventory suppor.t

MedTechSupportServices, Inc. has worked with Radiology Imaging Solutions, Inc. in multiple facilities and area around the greater Grand Rapids, Muskegon, and Holland areas. As well as Lansing and Traverse City.

Duties performed by Med-Tech Support Services shall include the PM and repair of the general healthcare equipment. Radiology Imaging Solutions, Inc. shall be responsible for all Radiology equipment within MDOC facilities.

Pricing for Healthcare services performed by Med-Tech Support Services, Inc. are listed in Exhibit C.



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2600 Miller Avenue N.W. Grand Rapids, MI 49544

## 1-800-747-1777



## www.radiologyimagingsolutions.com

State of Michigan,
Department of Management and Budget
Purchasing Operations
530 W. Allegan Lansing, MI

Page: 2 of 2

Effective Date: 1/01/2017 Expiration Date: 12/31/2019 Quotation: 11012015RSMA2

Software Licensing and Service Agreement for (1) PACS/Server and Seven (7) Facility Gateways

January 1st 2017 thru December 31st 2017

State of Michigan yearly cost (current contract): \$46,400.00

State of Michigan Additional yearly cost for Software Licenses: \$20,000.00

Total: \$ 66,400.00

January 1st 2018 thru December 31st 2018

State of Michigan yearly cost (current contract): \$46,400.00

State of Michigan Additional yearly cost for Software Licenses: \$20,000.00

Total: \$ 66,400.00

January 1st 2019 thru December 31st 2019

State of Michigan yearly cost (current contract): \$46,400.00

State of Michigan Additional yearly cost for Software Licenses: \$20,000.00

Total: \$ 66,400.00

### Terms:

- 1. Payment required at beginning of contract.
- 2. Site preparation and interconnecting cables are the responsibility of the customer.
- 3. Contract service done during normal working hours, Monday through Friday 8 until 5 or as needed
- 4. All applicable taxes and shipping will be additional.
- 5. There is no time and material offered with the License upgrade of PACS/Server, a service contract is the only option for support.

DO 1911141 1DT/D/

6. Additional Sites will be covered after warranty for an additional \$5,800.00 per site.

	Kobert Whitehead, K.O. [K]
State of Michigan Agent:	Radiology Imaging Solution's Agent:
	Sales Representative
Title:	Title:
	January 1, 2017
Start Date:	Start Date:

<sup>&</sup>quot;Leading The Industry Toward Better Healthcare Through Expert Service, Sales, and Technical Support"



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2600 Miller Avenue N.W. Grand Rapids, MI 49544

## 1-800-747-1777



## www.radiologyimagingsolutions.com

State of Michigan,
Department of Management and Budget
Purchasing Operations
530 W. Allegan Lansing, MI

Page: 1 of 2

Effective Date: 1/01/2017 Expiration Date: 12/31/2019 Quotation: 11012015RSMA2

PACS Archive Software Licensing and Service Agreement to meet State of Michigan MDOC required Security and Windows Operating System / Internet Explorer platforms mandatory updates:

Contract Starts January 1, 2017 ending December 31, 2019

### Includes:

- Radiology Imaging Solutions will serve as PACS administrator.
- Same business day remote software support and applications support for all stations including the server at Diamondale, all Gateways, Radiologist Viewing Station, and all Clinicians Viewing stations.
- Server hardware and Operating System Software at Diamondale is supported by SOM server team; PACS software for this unit is supported by Radiology Imaging Solutions, Inc. (RIS) remotely.
- Does Not Include Hardware Upgrades (New CPU's).
- All Operating System and PACS Software Updates / Upgrades for the (7) Gateway viewing stations done quarterly when available.
- All labor and travel remote or on site
- Upgrade of Operating Systems on the Gateways to Windows 10 will be done: 1. If hardware is compatible for a (free) Automatic update. This will be done within 30 days. 2. If a new CPU is required Quotations for their replacement will be provided and installed when purchased.
- Automatic Updates on the PACS Server in Diamondale and the 7 Gateways will be turned on and may be utilized as a normal operating function. Emergency patches or updates will be performed via remotely or on site when necessary.
- Covers the Paper Scanners on all of the Gateways (Hardware and Software)
- New Sites that will require additional Gateways will require the contract to be increased per site after the Warranty period has expired

NOTE: This is a Software Licenses for the State of Michigan to use a NEW PACS SOFTWARE PLATFORM THAT IS REQUIRED to provide the required security and Windows upgrade requested by the State of Michigan MDOC server team and is an addition to the 472B6600068 current service contract.

### FILM VERSES DIGITAL RADIOGRAPHY

Starting in 2017 reimbursement from Medicare to medical facilities will change. If medical facilities are using analog, (film processing) in their facilities for radiology diagnosis a reduction of 20% reimbursements will be apply, <a href="https://www.congress.gov/bill/114th-congress/house-bill/2029/text#toc-H515847E173044AE4BDC7EE1DAFAB2712">https://www.congress.gov/bill/114th-congress/house-bill/2029/text#toc-H515847E173044AE4BDC7EE1DAFAB2712</a> see attach brief. This may or may not apply to the MDOC scenario, I do not know if Medicare is applied for any payment or reimbursements.

Before digital imaging the State of Michigan and particular the MDOC facilities had no choice but to use film and analog processing. Now there is a choice. The initial expense to convert the remaining analog processers to digital may seem high. However, the ongoing expenses of film, chemistry, film folders and maintenance are becoming more costly and unpredictable due to the availability of older technology and parts in the market. Most manufacturers of film have stopped suppling a specific sensitivity or limited film size because demand has dissipated. Some of the film processors left, (MRF, TCF) were top of the line Kodak film processors at the time of purchase, but now are 30 years old and parts, if available or scavenged along with maintenance can be very expensive. Recently, we have replaced a Kodak processor with a used smaller AFP Mini-Med 90 more cost effective and still manufactured film processor. Even though the processor cost is reduces the other on going prior expenses that I mentioned are still to be considered.

Another factor when looking at cost or cost savings when moving to digital is the efficiency of diagnosis when digital imaging is used. Any facility using analog film processing is currently sending radiographs out to a hospital or Radiologist for interpretation of that image. This can take days or even a week depending on the turnaround time of sending, loading, reading, and report either faxed or sent back to MDOC facility. If the MDOC facility determines an immediate determination is needed the prisoner is sent to the local hospital facility, which is even more cost to the system. Using digital the images are sent through the SOM/MDOC network and stored in archive at Diamondale making those images available to the Radiologists for interpretation same day. Most reports and diagnosis can be made within 24 hours instead of days or even weeks without the patient leaving the site unnecessarily. The more remote the more these conditions of transporting and interpretation apply.

Along with the reimbursement brief I also included a Performa which covers the analog film screen costs over time at current pricing for you review.

I hope this information is helpful. Please, always remember to contact me if you have any questions, I will continue to help anyway I can.

Merry Christmas,

Robert Whitehead, R.T. (R)
Radiology Imaging Solutions, Inc
616-498-8533

### MDOC Facilities and Radiographic Equipment

### 1. Carson City Facility (DRF)

Facility will receive new Quantum X-Ray unit and new Fuji SL-2 CR digital unit, to be up and running in February 2017.

### 2. Chippewa Correctional (URF)

This was the first facility to receive new Quantum X-Ray equipment and CR digital in 2010. The AGFA CR 35 was replaced in October 2016 with updated with used FDX FUJI CR XL-2 due to porter damage from buffer.

### 3. Earnest Brooks Correctional (LRF)

This facility received new Quantum X-Ray equipment and Agfa 35 CR digital in 2010.

### 4. Gus Harrison Correctional (ARF)

This facility received new Quantum X-Ray equipment in 2010 and has been updated to Fuji XL-2 digital CR in 2015.

### 5. Marquette Branch Prison (MBP)

This facility has a General Electric (GE) Proteus X-ray unit. Radiology Imaging Solutions, Inc DOES NOT or cannot maintain or service this unit and is not under any contract obligation with us due to proprietary software with GE. I can say that this is a newer unit within the last 5-10 years of installation. They were updated to Fuji XI-2 digital CR by us in October 2015 which we do not maintain.

### 6. St. Louis Correctional (SLF)

This facility received new Quantum X-Ray equipment and Agfa 35 CR digital in 2010.

### 7. Women's Huron Valley Correctional (WHV)

This facility has a 1994 Bennet X-ray system which seems to be working well some components like the elevating table are showing some wear and tear. This facility also has a used LORAD M-IV mammography unit installed 2013. Some service and upgrades are scheduled on this unit at the end of December 2016. A Fuji Aspire Digital CR Unit was installed in 2015 which can be used for both Mammography and X-Ray image processing.

## **Pricing Merged from Contract 472B6600068**

1.Upper Peninsula Prosperity Alliance 1a. Western UP     Prosperity Region	Cost Per PM Visit	Hourly Rate for Repairs
Ojibway Correctional Facility (OCF)	\$1,900.00	\$90.00/hr
Baraga Correctional Facility (AMF)	\$1,900.00	\$90.00/hr
1b. Central UP Prosperity Region	Cost Per PM Visit	Hourly Rate for Repairs
Marquette Branch Prison (MBP)	\$1,800.00	\$90.00/hr
Alger Correctional Facility (LMF)	\$1,800.00	\$90.00/hr
1c. Eastern UP Prosperity region	Cost Per PM Visit	Hourly Rate for Repairs
Newberry Correctional Facility (NCF)	\$1,300.00	\$90.00/hr
Kinross Correctional Facility (KCF)	\$850.00	\$90.00/hr
Chippewa Correctional Facility (URF)	\$850.00	\$90.00/hr
2. Northwest Prosperity Region	Cost Per PM Visit	Hourly Rate for Repairs
Pugsley Correctional Facility (MPF)	\$1,000.00	\$90.00/hr
Oaks Correctional Facility (ECF)	\$1,000.00	\$90.00/hr
4b. West Michigan Prosperity Region	Cost Per PM Visit	Hourly Rate for Repairs
Earnest C. Brooks Correctional Facility (LRF)	\$600.00	\$90.00/hr
West Shoreline Correctional Facility (MTF)	\$600.00	\$90.00/hr
Muskegon Correctional Facility (MCF)	\$600.00	\$90.00/hr
Carson City Correctional Facility (ORF)	\$700.00	\$90.00/hr
Richard A. Hand/on Correctional Facility (MTU)	\$525.00	\$90.00/hr
Ionia Correctional Facility (ICF)	\$525.00	\$90.00/hr
Michigan Reformatory (RMI)	\$525.00	\$90.00/hr
Bellamy Creek Correctional Facility (IBC)	\$525.00	\$90.00/hr
5. East Central Michigan Prosperity Region	Cost Per PM Visit	Hourly Rate for Repairs
Central Michigan Correctional Facility (STF)	\$700.00	\$90.00/hr
St. Louis Correctional Facility (SLF)	\$700.00	\$90.00/hr
Saginaw Correctional Facility (SRF)	\$925.00	\$90.00/hr
6. East Michigan Prosperity Region	Cost Per PM Visit	Hourly Rate for Repairs
Thumb Correctional Facility (TCF)	\$950.00	\$90.00/hr
8.Southwest Prosperity Region	Cost Per PM Visit	Hourly Rate for Repairs
Lakeland Correctional Facility (LCF)	\$950.00	\$90.00/hr
9. Southeast Michigan Prosperity Region	Cost Per PM Visit	Hourly Rate for Repairs
Charles E. Egler/ Reception Guidance Center (RGC)	\$1,525.00	\$90.00/hr
Woodland Center Correctional Facility (WCC)	\$800.00	\$90.00/hr
G. Robert Cotton Correctional Facility (JCF)	\$800.00	\$90.00/hr
Parnell/I Correctional Facility (SMT)	\$800.00	\$90.00/hr
Cooper Street Correctional Facility (JCS)	\$800.00	\$90.00/hr
Special Alternative Incarceration Facility (SAI)	\$800.00	\$90.00/hr
Women's Huron Valley Correctional Facility (WHV)	\$1,800.00	\$90.00/hr
Gus Harrison Correctional Facility (ARF)	\$1,350.00	\$90.00/hr
Duane Waters Health Center (DWH)	\$8,000.00	\$90.00/hr
10. Detroit Metro Prosperity Region	Cost Per PM Visit	Hourly Rate for Repairs
Macomb Correctional Facility (MRF)	\$900.00	\$90.00/hr
Detroit Detention Center (DOC), Detroit Reentry Center (DRC)	\$900.00	\$90.00/hr



## STATE OF MICHIGAN **ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

### **CONTRACT CHANGE NOTICE**

Change Notice Number 4

to

Contract Number 071B5500132

	RADIOLOGY IMAGING SOLUTIONS INC
CO	2600 Miller Avenue N.W.
NT	Grand Rapids, MI 49544
RAC	Robert Whitehead
TO	(800) 747-1777 x3105
Ž	raw.radiologyimaging@earthlink.net
	*****2958

STATE	Program Manager	Lia Gulick	MDOC			
		(517) 241-9902				
		gulickl@michigan.gov				
	Contract Administrator	Steve Rigg	DTMB			
		(517) 284-7043				
		riggs@michigan.gov				

raw.radiologyimaging@earthlink.net			riggs@micnigan.gov				
*****295	8						
			CONTRACT S	SUMMARY			
MEDICAL IMA	AGING EQUIP	MENT, INSTAL	LATION AND S	ERVICES			
INITIAL EFFECTIVE DATE INITIAL EXPIRATION DATE			RATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
Septembe	er 10, 2015	Septembe	er 9, 2018	2 - 1 Yea	ar	September 9, 2018	
PAYMENT TERMS					DELIVERY TIMEFRAME		
	Net 45				60 Days ARO		
	ALT	ERNATE PAYMEN	T OPTIONS	EXTENDED PURCHASING			
☐ P-Card		☐ Direct \	/oucher (DV)	□ Other	⊠ Yes □ No		
MINIMUM DELIVERY REQUIREMENTS							
N/A							
		D	ESCRIPTION OF C	HANGE NOTICE			
OPTION	LENGTH	OF OPTION	EXTENSION	LENGTH OF EXT	TENSION	REVISED EXP. DATE	
				Septe		September 9, 2018	
CURREN	IT VALUE	VALUE OF CHANGE NOTICE		OTICE ESTIMATED AGGREGATE CONTRACT VALUE			
\$343,414.50 \$391,440.00 \$734,854.50			4.50				
DESCRIPTION							
Effective January 10, 2017, this contract is hereby increased \$391,440.00. All other terms, conditions, specifications, and							

pricing remain the same. Per Agency and Vendor agreement, DTMB Procurement approval, and State Administrative Board approval on January 10, 2017.



## **STATE OF MICHIGAN ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913 P.O. BOX 30026 LANSING, MICHIGAN 48909

## **CONTRACT CHANGE NOTICE**

Change Notice Number 3 Contract Number <u>071B5500132</u>

	RADIOLOGY IMAGING SOLUTIONS INC
)R	2600 Miller Avenue N.W.
СТС	Grand Rapids, MI 49544
TRACTOR	Robert Whitehead
NO	(800) 747-1777 x3105
0	raw.radiologyimaging@earthlink.net
	*****2958

	Program Manager	Lia Gulick	DOC
E-3		(517) 241-9902	
STATE		gulickl@michigan.gov	
	Contract Administrator	Jared Ambrosier	DTMB
		517-284-6398	
		AmbrosierJ@michigan.gov	

CONTRACT SUMMARY						
<b>DESCRIPTION:</b> Medical	Imaging Equipn	nent, installation	and Services			
INITIAL EFFECTIVE DAT	E INITIAL EX	PIRATION DATE	INITIAL AVAILAR OPTIONS	BLE	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
September 10, 2015	Septem	nber 9, 2018	2 - 1 Year		September 9, 2018	
PAYM	MENT TERMS			D	ELIVERY TIMER	RAME
4	15 Days				60 Days AF	RO
ALTERNATE PAYMENT OP	TIONS				EXTE	NDED PURCHASING
☐ P-card	☐ Direct	Voucher (DV)	☐ Other		⊠ Yes □ N	
MINIMUM DELIVERY REQU	IREMENTS					
N/A						
		DESCRIPTION	OF CHANGE NO	TICE		
OPTION	LENGTH OF OPTION	ON EXTENSION			ENGTH OF XTENSION	REVISED EXP. DATE
CURRENT VALUE VALUE OF CH		ANGE NOTICE ESTIMATED AGGREGATE CONTRACT V		EGATE CONTRACT VALUE		
\$ 314,217.00 \$ 29,			197.50	\$ 343,414.50		
<b>DESCRIPTION:</b> Effective 6/2/2016, the following item is added to this contract, per revised Attachment A. Additionally, this contract is hereby increased by \$29,197.50. All other terms, conditions, specifications and pricing remain the same. Per agency						

request and DTMB Procurement approval.

### **Attachment A-**New Item

Duane Waters Health Center (DWHC) 3857 Cooper road Jackson, MI 49201

Effective Date: 05/18/2016 Expiration Date: 09/30/2016 Quotation: 051816DWHCCR

Page: 1 of 2

Attention: Angela Brock, R.T.(R) Department Supervisor

We at Radiology Imaging Solutions Inc. submit this quotation for your review.						
#	QTY	DESCRIPTION FUJI CR PACKAGE XL-2 FDX Package (1) SINGLE PLATE READER	Product Code	PRICE		
1		FCR XL-2 with FDX Console Package Reader Unit:  Small Footprint: 2.5 sq. ft, 23.25" wide x 15" deep x 32" High. 218 lbs. Single cassette insertion  Throughput speeds of up to 94 Plates per hour (in fast scan mode) 6-outlet surge protection power-strip  The FCR XL-2 also has the capability of producing high resolution (50 micron) scans for 18 x 24 cm and 24 x 30 cm sizes making it ideal for orthopaedic and extremity applications where seeing fine detail is critical.  FDX Console Technologist PC Workstation for Image Acquisition and Review:  Desktop CPU (Windows 7 Professional, 32-bit, 3.1GHz, Core i5, 4G RAM, 250GB HDD), keyboard and 19" color touchscreen LCD monitor. Integrated MC functionality 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 - emhanced full screen, magnification and zoom image display tools.  A simplifies user interface for image processing in as few as three steps Image preview as the IP is scanned for quick positioning checks.  Two (2) days of Applications Training are included in the package.	800021171	\$29,197.50		

Duane Waters Health Center (DWHC) 3857 Cooper road Jackson, MI 49201 Page: 2 of 2

Effective Date: 05/18/2016 Expiration Date: 09/30/2016 Quotation: 051816DWHCCR

#	QTY	DESCRIPTION	Product Code	PRICE
2	1	Single cassette cart, heavy-duty cart provides space saving workstation, countertop space and cassette holder for FCR & Carbon reader. Rack design allows convenient placement of computer workstation at just the right height above reader. Includes a swivel mount for monitor, a CPU tuck-away area, and a spacious counter top for keyboard, mouse and barcode reader, and two side mounted cassette holders.	XCARBON- CART-S	Included
3	1	Enables DICOM Print function from the FDX workstations.	XDICOMPRINT	Included
4	3	10X12 ST VI IMAGING PLATE SINGLE PKG	R230102ST6- SKPG	Included
5	3	10X12 CASSETTE TYPE CC	15948697	Included
6	2	14X17 ST VI IMAGING SINGLE PLATE PKG	R230147ST6- SKPG	Included
7	2	14X17 CASSETTE TYPE CC	15948673	Included

### Notes:

- Pricing, Terms and conditions conforms with the State of Michigan to the requirements communicated in CONTRACT NO. 071B5500132 starting September 10, 2015 thru September 9, 2018.
- Installation included and done during normal business hours Monday-Friday.

	Robert Whitehead, R.T./R/
Customer's Agent:	Radiology Imaging Solution's Agent:
Title:	Sales Representation Title: May 18, 2016
Date:	Date:

"Leading The Industry Toward Better Healthcare Through Expert Service, Sales, and Technical Support"

Form No. DTMB-3521 (Rev. 10/2015) AUTHORITY: Act 431 of 1984 COMPLETION: Required PENALTY: Contract change will not be executed unless form is filed

# STATE OF MICHIGAN

# DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

**PROCUREMENT** 

525 W. ALLEGAN STREET LANSING, MI 48933

P.O. BOX 30026

# CHANGE NOTICE NO. 2

# CONTRACT NO. 071B5500132

between

### THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Radiology Imaging Solutions Inc	Robert Whitehead	raw.radiologyimaging@earthlink.net
2600 Miller Avenue N.W.	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Grand Rapids MI, 49544	(800) 747-1777 x3105	****2958

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DOC	Lia Gulick	(517) 241-9902	gulickl@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Melissa Sambiagio	(517) 284-7016	sambiagiom@michigan.gov

CONTRACT SUMMARY						
DESCRIPTION: Medical Imaging Equipment, Installation And Services						
INITIAL EFFECTIVE DATE INITIAL EXPIRATION DATE OPTIONS CHANGE(S) NOTED BELOW						
September 10, 2015	September 10, 2015	2 - 1 Year	September 9, 2018			
PAYMENT	TERMS	DELIVERY TIMEFRAME				
45 Da	ays	60 Days ARO				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING			
☐ P-card	☐ Direct Voucher (DV)	☐ Other	⊠ Yes □No			
MINIMUM DELIVERY REQUIREMENTS						
N/A			·			

DESCRIPTION OF CHANGE NOTICE						
EXERCISE OPTION?	TION? LENGTH OF OPTION		EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE	
CURRENT VALUE			ALUE OF CHANGE NOTICE	ESTIMATED AGGR	EGATE CONTRACT VALUE	
\$ 314,217.00			\$ 0.00	\$ 3	14,217.00	

**DESCRIPTION:** Effective, February 16, 2016 Section 6, Insurance Requirements, of the Standard Contract Terms is deleted in its entirety and replaced with the attached REVISED Section 6, Insurance Requirements. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

# **Revised Standard Contract Terms**

6. Insurance Requirements. Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements			
Commercial General Liability	Insurance			
Minimal Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$5,000,000 Products/Completed Operations Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.			
Deductible Maximum: \$50,000 Each Occurrence				
Automobile Liab	ility Insurance			
Minimal Limits: \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.			
Workers' Compensation In	surance			
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.			
Employers Liab	ility Insurance			
Minimal Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.				
Privacy and Security Liability (Cyber Liability) Insurance				
Minimal Limits: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and			

agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

If any of the required policies provide claims-made coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

Form No. DTMB-3521 (Rev. 7/2015) AUTHORITY: Act 431 of 1984 COMPLETION: Required PENALTY: Contract change will not be executed unless form is filed

# STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **PROCUREMENT** P.O. BOX 30026, LANSING, MI 48909

OR 525 W. ALLEGAN, LANSING, MI 48933

# **CHANGE NOTICE NO. 1**

# CONTRACT NO. 071B5500132

# THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Radiology Imaging Solutions Inc	Robert Whitehead	raw.radiologyimaging@earthlink.net
2600 Miller Avenue N.W.	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Grand Rapids MI, 49544	(800) 747-1777 x3105	****2958

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DOC	Lia Gulick	(517) 241-9902	gulickl@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Melissa Sambiagio	(517) 284-7016	sambiagiom@michigan.gov

CONTRACT SUMMARY						
<b>DESCRIPTION:</b> Medical Imagi	ng Equipment, Installation A	and Services				
INITIAL EFFECTIVE DATE  INITIAL EXPIRATION DATE BEFORE OPTIONS  EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW						
September 10, 2015	September 9, 2018	2 - one year	September 9, 2018			
PAYMENT TERMS DELIVERY TIMEFRAME						
Net 45	Net 45 days 60 calendar days upon date of order					
ALTERNATE PAYMENT OPTIO	NS		EXTENDED PUR	CHASING		
☐ P-card	☐ Direct Voucher (DV)	☐ Other		□ No		
MINIMUM DELIVERY REQUIREMENTS						
N/A						

DESCRIPTION OF CHANGE NOTICE						
EXERCISE OPTION? LENGTH OF OPTIO		ON	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE	
					Click here to enter a date.	
CURRENT VALUE			ALUE OF CHANGE NOTICE	ESTIMATED AGGR	EGATE CONTRACT VALUE	
\$ 271,617.00			\$ 42,600.00	\$ 3	14,217.00	

**DESCRIPTION:** Effective November 10, 2015, the following items are added to this contract. Please note the Contract Administrator has been changed to Melissa Sambiagio. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

# Contract No. 071B5500132 - Radiology Imaging Solutions Inc. Change Notice 1

The following GE Vivid S6 C/V Ultrasound System to be delivered and set-up at Duane Waters Health Center (DWHC), 3857 Cooper Road, Jackson, MI 49201

# Reconditioned GE Vivid S6

### Features:

 ATO / ASO, AMM, TISSUE VELOCITY IMAGING & TISSUE TRACKING, TEE, QUANTITIVE ANALYSIS, STRAIN / SRI, USB EXPORT, SMART DEPTH, SMART STRESS, MPEGVUE, DICOM NETWORK, DICOM MODALITY WL, DICOM PRINT, TSI, AFI, AUTO EF, ABDOMINAL/VASCULAR CONTRAST

Warranty: 90 Days Condition: Prime Select Video Format: NTSC Power: 115V@60Hz

Abdominal/Vascular Contrast software

Software Revision: BT12

Probe - GE PM4S-RS 5308251 Probe - GE 9L-RS 5212630 Probe - GE 4C-RS 5125386

**Total Equipment Price: \$41,000.00** 

On-Site Training per day for the above equipment Training will be a minimum of 1 day \$800.00

Form No. DTMB-3522 (Rev. 2/2015) AUTHORITY: Act 431 of 1984 COMPLETION: Required PENALTY: Contract change will not be executed unless form is filed

# **STATE OF MICHIGAN** DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **PROCUREMENT** P.O. BOX 30026, LANSING, MI 48909 OR

525 W. ALLEGAN, LANSING, MI 48933

# NOTICE OF CONTRACT NO. 071B5500132

between

# THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Radiology Imaging Solutions, Inc.	Robert Whitehead, R.T.(R)	Raw.radiologyimaging@earthlink.net
2600 Miller Avenue N.W.	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
Grand Rapids, MI 49544	Office: 1-800-747-1777 x3105 Cell: 616-498-8533	2958

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	MDOC	Lia Gulick	(517) 241-9902	gulickl@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Melissa Sambiagio	(517) 284-7016	sambiagiom@michigan.gov

CONTRACT SUMMARY						
DESCRIPTION: Medical Imaging Equipment, Installation and Services - MDOC						
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION	DATE	AVAILAB	LE OPTIONS	
3 Years	September 10, 2015	September 9, 2018		2, one year		
PAYMENT TERMS	F.O.B.	SHIPPED TO				
Net 45	Delivered, Installed Identified in PO					
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING		
☐ P-card ☐ Direct Voucher (DV) ☐ Other ☐ Yes ☐ No			□ No			
MINIMUM DELIVERY REQUIREMENTS:						
N/A						
MISCELLANEOUS INFORMATION:						
The purpose of this Contract is to provide Medical Imaging Equipment, Installation and Services to the Michigan Department of Corrections. Removal and disposal of the old equipment is included as part of the delivery and installation process. The Contract is awarded from the RFP bearing the number 007115B0005736, and is subject to the attached requirements, pricing, terms and conditions. In the event other State agencies wish to utilize this Contract, they may be added through the Contract Change Notice process.						
ESTIMATED CONTRACT VALU	E AT TIME OF EXECUTION:	\$271,617.00				

For the Contractor:		
Robert A. Barkema RT, Vice President/Secretary	Doto	
Contract Administrator	Date	
Radiology Imaging Solutions, Inc.		
For the State:		
Sharon Walenga-Maynard, Sourcing Director	Date	
DTMB Procurement	24.0	
State of Michigan		

# STATE OF MICHIGAN

# STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("Contract") is agreed to between the State of Michigan (the "State") Radiology Imaging Solutions, Inc. ("Contractor"), a Michigan corporation. This Contract is effective on September 10, 2015 ("Effective Date"), and unless terminated, expires on September 9, 2018.

This Contract may be renewed for up to two (2) additional 1-year period(s). Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.

The parties agree as follows:

 Duties of Contractor. Contractor must perform the services and provide the deliverables described in Exhibit A – Statement of Work (the "Contract Activities"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. Notices. All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:	
Christine Mitchell, Buyer Specialist	Robert A. Barkema RT	
DTMB Procurement, Constitution Hall	Vice President/Secretary	
525 W. Allegan st, 1st FIr NE	2600 Miller Ave. N.W.	
P.O. Box 30026	Grand Rapids, MI 49544	
Lansing, MI 48909-7526	Rob.radiologyimaging@earthlink.net	
517-284-7020	800-747-1777 ext.3103	
Mitchellc4@michigan.gov	Cell 616-498-8534	

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "**Contract Administrator**"):

State:	Contractor:
Christine Mitchell, Buyer Specialist	Robert A. Barkema RT
DTMB Procurement	Vice President/Secretary
517-284-7020	2600 Miller Ave. N.W.
Mitchellc4@michigan.gov	Grand Rapids, MI 49544
	Rob.radiologyimaging@earthlink.net
	800-747-1777 ext.3103
	Cell 616-498-8534

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "**Program Manager**"):

State:	Contractor:
Lia Gulick	Robert A. Barkema RT
Finance Division Administrator	Vice President/Secretary
GrandView Plaza	2600 Miller Ave. N.W.
206 E. Michigan Ave., PO Box 30003	Grand Rapids, MI 49544
517 373-3800	Rob.radiologyimaging@earthlink.net
gulickl@michigan.gov	800-747-1777 ext.3103
	Cell 616-498-8534

- 5. **Performance Guarantee**. Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.
- s. Insurance Requirements. Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements		
Commercial General Liability Insurance			
Minimal Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.		
Deductible Maximum:	50th 66 2010 07 04 and 66 2007 07 0.		
\$50,000 Each Occurrence	Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.		

Umbrella or Excess	Liability Insurance			
Minimal Limits: \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.			
Automobile Liabili	ity Insurance			
Minimal Limits: \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.			
Workers' Compensation Insurance				
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.			
Employers Liabili	ty Insurance			
Minimal Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.				
Privacy and Security Liability (Cyber Liability) Insurance				
Minimal Limits: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.			

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

- 7. Administrative Fee and Reporting. Reserved
- 8. Extended Purchasing Program. Upon written agreement between the State and Contractor, this Contract may be extended to: (a) Other State agencies, (b) MiDEAL members, (c) other states (including governmental subdivisions and authorized entities), or (d) State of Michigan employees. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at <a href="https://www.michigan.gov/mideal">www.michigan.gov/mideal</a>.

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms, and the State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

- 9. Independent Contractor. Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
- 10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 13. Prison Rape Elimination Act (PREA) Of 2003 PUBLIC LAW 108-79, SEPT. 4. 2003.

The Contractor must comply with the Federal Register and the MDOC Prison Rape Elimination Act, 28 CFR Part 115, Prevention Plan. The Contractor must immediately refer any allegations or forms of sexual abuse or sexual harassment (staff-on-prisoner and prisoner-on-prisoner) to the MDOC Procurement in writing. The Contractor shall ensure compliance with the National Standards to Prevent, Detect and Respond to Prison Rape, effective August 20, 2012 at http://www.gpo.gov/fdsys/pkg/FR-2012-06-20/pdf/2012-12427.pdf.

14. Assignment. Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

15. Change of Control. Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

- 16. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.
- 17. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 24, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

- 18. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.
- 19. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
- 20. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Exhibit A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.

21. Terms of Payment. Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <a href="http://www.michigan.gov/cpexpress">http://www.michigan.gov/cpexpress</a> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

# 22. Liquidated Damages. Reserved

- 23. Stop Work Order. The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 24. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- 25. Termination for Convenience. The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 26. Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "Transition Responsibilities"). This Contract will automatically be extended through the end of the transition period.
- 27. General Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

28. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not

reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

- 29. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 30. Disclosure of Litigation, or Other Proceeding. Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 31. State Data. The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 32. **Non-Disclosure of Confidential Information**. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
  - a. Meaning of Confidential Information. For the purposes of this Contract, the term "Confidential Information" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
  - b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. <u>Surrender of Confidential Information upon Termination</u>. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.
- 33. Records Maintenance, Inspection, Examination, and Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

34. Warranties and Representations. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material

adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.

- 35. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 36. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 37. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
- 38. Unfair Labor Practice. Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 39. Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process.
- 40. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 41. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 42. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days.

The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

- 43. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
- **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.
- 46. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 47. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 49. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

#### STATE OF MICHIGAN

Request For Contract No. 071B5500132

# Computerized and Standard Medical Imaging Equipment, Software and Installation

# EXHIBIT A STATEMENT OF WORK CONTRACT ACTIVITIES

This exhibit identifies the requirements of this Contract.

**BACKGROUND**. This Contract is for the purchase of Computerized Imaging Equipment and Software to be delivered and installed at designated correctional facilities; and standard Imaging Equipment to be delivered and installed at correctional facilities within the State of Michigan. Please see attached specification sheets, labeled as Attachment 1 and Attachment 2, for equipment and location details.

**ENVIRONMENT.** The links below provide information on the State's Enterprise information technology (IT) policies, standards and procedures which includes security policy and procedures, eMichigan web development, and the State Unified Information Technology Environment (SUITE).

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this RFP must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

# **Enterprise IT Policies, Standards and Procedures:**

http://michigan.gov/dtmb/0,4568,7-150-56355\_56579\_56755---,00.html

All software and hardware items provided by the Contractor must run on and be compatible with the MDTMB Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by MDTMB. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The MDTMB Project Manager must approve any tools, in writing, before use on any information technology project.

It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. The State's Project Manager must approve any changes, in writing, and MDTMB, before work may proceed based on the changed environment.

# **Enterprise IT Security Policy and Procedures:**

http://www.michigan.gov/documents/dmb/1210.32.pdf http://www.michigan.gov/documents/dmb/1325\_193160\_7.pdf http://www.michigan.gov/documents/dmb/1335\_193161\_7.pdf http://www.michigan.gov/documents/dmb/1340\_193162\_7.pdf

# The State's security environment includes:

- MDTMB Single Login.
- MDTMB provided SQL security database.
- Secured Socket Layers.
- SecureID (State Security Standard for external network access and high risk Web systems)

MDTMB requires that its single - login security environment be used for all new client-server software development. Where software is being converted from an existing package, or a client-server application is being purchased, the security mechanism must be approved in writing by the State's Project Manager and MDTMB Office of Enterprise Security.

### Look and Feel Standard

All software items provided by the Contractor must be ADA complaint and adhere to the Look and Feel Standards www.michigan.gov/somlookandfeelstandards.

# The State Unified Information Technology Environment (SUITE):

Includes standards for project management, systems engineering, and associated forms and templates – must be followed: <a href="http://www.michigan.gov/suite.">http://www.michigan.gov/suite.</a>

# 1.1 WORK AND DELIVERABLE

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below.

For Each System supplied, Contractor must provide:

- A. Schedule for work to be performed
- B. Imaging storage and retrieval
- C. Imaging Digitizer Equipment as specified in Attachments 1 and 2
- D. Installation and removal of existing imaging equipment
  - a. Removal of existing equipment.
  - b. All existing equipment will be loaded onto a company truck and disposed of properly.
  - c. Installation of all equipment. The delivery of the new equipment should be accomplished the same time as the removal of existing units.
  - d. Contractor must coordinate with facility staff to schedule and manage de-installation/installation process.

# **1.2 WARRANTIES**

- A. Contractor represents manufactures' warranties to buyer that any new product purchased will be free of defects in material and workmanship, and will substantially conform to the applicable specification in effect on the date of shipment when subjected to normal, proper and its intended use by properly trained personnel.
- B. All products and labor shall be warranted for 12 months including x-ray tube starting from first day of use.
- C. If manufacturer determines that a product fails to meet any specification during the applicable warranty period, Contractor, and or manufacturer shall correct any such failure as follows:
  - 1. By repairing, adjusting, or replacing any defective or non-conforming components or product.
  - 2. By making available any necessary repair or replacement parts or assemblies for exchange.
  - 3. Repairs will be scheduled by each facilities primary contact for warranty or non-warranty service.
- D. Warranty Exclusions:
  - 1. Failure of Buyer to prepare the site and operating environment in accordance with requirements.
  - 2. Failure to provide proper incoming power required supporting the equipment in accordance with requirements.
  - 3. Modifications of product by party other than Contractor.
  - 4. Acts of God, fires, floods, power surges. Strikes, sabotage, misuse, abuse, tampering or negligence.
- E. Disputes/Arbitration:
  - All disputes, controversies or claims of any kind arising from or in any way related to equipment's functional ability shall be settled by first good faith negotiations between Radiology Imaging Solutions, Inc., Manufacturer and Buyer.

- 2. If the parties are unable to resolve the dispute, either party may submit the dispute for resolution and shall be settled by final and binding arbitration, in accordance with the rules of the American Arbitration Association (AAA) and the laws of the State of Michigan USA.
- 3. The arbitration proceedings will be conducted before three neutral arbitrators. All arbitrators will be lawyers or judges selected from a list provided by the American Arbitration Association.
- 4. The decision of the arbitrator will be final and may be enforced in any court having jurisdiction over the parties.
- F. The State reserves the right to require additional warranties other than those identified by the Contractor.

### 1.3 RECALL REQUIREMENTS AND PROCEDURES

If the manufacturer has any recall it will be addressed per manufacturers recommendations. Any facility with an applicable recall will be notified and if necessary service is needed it will be scheduled at that time.

### 2. Service levels

### 2.1 TIME FRAMES

Delivery of new equipment will coincide with the removal of existing equipment whenever possible, reducing down-time of the radiology department dramatically. This will also help with escort staffing issues at each facility. Documented timelines will be provided for each facility.

### 2.2 DELIVERY

Contractor must deliver within **60** calendar days upon date of order. Delivery will be made at locations specified in Attachments 1 and 2.

#### 2.3 INSTALLATION

- A. Removal of existing radiographic equipment is less than two working days. This entails two to three Radiology Imaging Solutions (RIS) personnel using 4-wheel carts and dollies along with common tools.
- B. All existing equipment will be loaded onto a company truck and disposed of properly. The delivery of the new equipment should be accomplished the same time as the removal of existing units.
- C. The de-installation of the existing units would be done first making them ready for transport to loading area
- D. The new equipment would then arrive and be moved to radiology area, once the new unit has been unloaded the same equipment used to move in the new equipment would then be used to transport out the old
- E. The Delivery of equipment from manufacturer can be estimated to be within 4-6 weeks from order date.
- F. Once equipment is ready for delivery to each facility buyer representative is notified to arrange his/her schedule for minimal patient and departmental disruption for room down time.
- G. Once seller receives confirmation and all logistics for de-installation and delivery from each facility representative has been confirmed process will begin.
- H. Written time-line supplied once PO are issued and pre-installation requirements.

# 2.4 TECHNICAL SUPPORT AND REPAIRS

Technical support and repairs shall be managed according to the warranty agreement.

# 2.5 MAINTENANCE

X-ray System Preventative Maintenance Program (post warranty period).

- 1. Part 1 X-ray System Calibration and Performance Check
  - a. See attached Guidelines, Sample Data, and Check List for complete details.
  - b. This procedure normally takes four hours. Time depends upon the type of generator, age of equipment, and how many items need to be corrected.
- 2. Part 2 X-ray System Mechanical / Electrical Inspection
  - a. See attached Guidelines, Sample Data, and Check List for complete details.

- b. This procedure normally takes four hours. Time depends upon the type of equipment, age of equipment, and how many items need to be corrected
- c. X-Ray System Calibration and Performance Check
- 3. Procedure Number 1 of 2 part complete System Preventative Maintenance Program Minimum Guidelines
  - a. Should be performed once every twelve months
  - b. Service that should be included:
    - i. Diagnostic check of system
    - ii. Check calibration of KVP stations, mA /mAs stations, and timer stations.
    - iii. Check beam quality (half value layer), exposure linearity and reproducibility.
    - iv. Visual inspection of Transformer, cables, and circuit boards.
    - v. Visual inspection of X-ray Tube for oil leaks and structural integrity.
    - vi. Verify proper operation of all controls, lamps, alarms and meters.
    - vii. Check for proper mandatory labels.
  - viii. Review of service log for indication of chronic problems.
  - ix. All aspects of the unit will be adjusted and or repaired to meet manufacturer's recommended guidelines. (Up to 4 hours of service included. Additional service and or travel required finish the adjustments / repairs to System, will be billed at a discounted rate.)
  - x. Written documentation of all service performed
  - xi. Written documentation of all recommendations for additional non-emergency repairs not completed.
  - xii. In addition to the above, a service log should be kept on the equipment. All service problems and documentation of how the problem was resolved should be noted in this log.
  - xiii. Any condition that reduces the quality of exam or exposes the patient to unnecessary risk or radiation should be immediately reported to service. X-rays should not be performed until complete repair has been accomplished.

# 2.6 TRAINING

- A. The initial training and application phase will include two (2) full days of onsite application support by a factory trained Contractor representative.
- B. Training and application support days will be scheduled between the hours of 8:00 AM and 5:00 PM.
- C. The days are typically training days for basic technologist users.
- D. The optional follow up phase is used to further refine image quality.
  - a. This time can also be used to deepen the knowledge of the radiographic and CR System, and to reinforce the skills of now experienced users.
  - b. A Contractor Representative will conduct the radiographic application support phase.
- E. A maximum of three (3) days of application support can be delivered in any one (1) week.
- F. Any added applications, to address varying work shifts; alternate training times and rates are available.
- G. Refresher training could be scheduled if needed, with Contractor personnel during normal working hours.

### 2.7 REPORTING

- A. Contractor will submit brief written summaries of progress which outline the work accomplished during the reporting period and any work to be accomplished in the future of the project.
- B. Issues, real or anticipated, will be brought to the attention of those parties involved by notification, verbal or written of any deviation from previously scheduled work plans.
- C. A copy of this report will be forwarded to any applicable parties within the State of Michigan and/or MDOC.
- D. All Forms State and Federal will be completed and sent for proper documentation and licensing.

#### 2.8 MEETINGS

The State may request kick off, and/or performance review meetings as it deems appropriate.

# 3. Staffing

#### 3.1 STAFFING

The Contractor must identify Single Point of Contact (SPOC) specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative"). The Contractor must notify the Contract Administrator at least **30** calendar days before removing or assigning a new SPOC/Contractor Representative.

Assigned SPOC for this Contract is:

Robert Whitehead, R.T.(R)
Senior Sales Representative
2600 Miller Ave. N.W.
Grand Rapids, MI 49544
raw.radiologyimaging@earthlink.net
Office 1-800-747-1777 ext. 3105,
Cell 616-498-8533

### 3.2 CUSTOMER SERVICE TOLL-FREE NUMBER

The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST.

Radiology Imaging Solutions, Inc. Office 1-800-747-1777 2600 Miller Ave. N.W. Grand Rapids, MI 49544

# 3.3 TECHNICAL SUPPORT, REPAIRS AND MAINTENANCE

The Contractor must specify its toll-free number for the State to make contact with the Contractor for technical support, repairs and maintenance during warranty period. The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST.

Radiology Imaging Solutions, Inc. Office 1-800-747-1777 2600 Miller Ave. N.W. Grand Rapids, MI 49544

### 3.4 SECURITY

The Contractor will be subject to the following security procedures:

- A. All Contractor staff working on the Contract must undergo a security and background check, to include at a minimum ICHAT <a href="http://apps.michigan.gov/ichat/home.aspx">http://apps.michigan.gov/ichat/home.aspx</a>, to be performed by the Contractor.
  - 1. The Contractor's and subcontractor's staff that are entering an MDOC facility must be LEIN cleared by MDOC prior to facility entry. The Contractor must submit the LEIN information to the MDOC Program Manager at least two business days prior to the facility visit. If an employee of the Contractor's or subcontractor's has a felony or misdemeanor conviction (excluding minor driving offenses), that employee may not be permitted to enter any MDOC facility.

- 2. The awarded Contractor's staff may be required to complete and submit an RI-8 Fingerprint Card for Finger Print Checks.
- 3. The Contractor must anticipate delays when visiting any facility due to issues within that facility.
- 4. All vehicles entering a MDOC correctional facility must be inspected before entry of the secure perimeter.
- 5. The MDOC reserves the right to deny access to any facility to any Contractor(s)/subcontractor(s) staff members who fails to comply with any applicable State, federal or local law, ordinance or regulation or whose presence may compromise the security of the facility, its members or staff.
- 6. All drug, alcohol and tobacco products are prohibited at all correctional facilities.
- 7. Weapons, fireworks and explosives are prohibited from all State facilities.
- 8. All cellular devices are prohibited from all correctional facilities.
- Contractor(s) that come into the Administration Building of a correctional facility will need to secure
  their cellular devices and personal tobacco products in their locked vehicle prior to entrance. If the
  Contractor arrives with such products, the Contractor will be requested to return them to their
  vehicle.
- 10. The Contractor must explain any additional security measures in place to ensure the security of State facilities.
- 11. The Contractor's staff will be required to enter State facilities. The Contractor must: (a) explain how it intends to ensure the security of State facilities, (b) whether it uses uniforms and ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks. The State may require the Contractor's personnel to wear State issued identification badges.

Contractor has the following security measures currently in place:

- A. Personnel department performs a yearly limited back ground check on all employees whom would enter state facilities. Currently we have several employees with MDOC lien clearances. They are in place because of the services we provide for the radiology departments at several of the facilities in the MDOC system. Additional criminal background checks are done as necessary by AAIM incorporated.
- B. Currently all service personnel wear a Radiology Imaging Solutions logo uniform shirt and can provide business cards.

# 4. Pricing.

# **4.1 PRICE TERM**

Pricing is firm for the entire length of the Contract and is identified in **Exhibit B**, **Pricing**.

# **4.2 PRICE CHANGES**

- A. Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.
- B. Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

C. The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

# 5. Ordering

### **5.1 AUTHORIZING DOCUMENT**

The State will issue a Purchase Order against the awarded Contract, upon award. The bidder is not authorized to begin performance until receipt of a purchase order. Notification of an award or purchase order on www.buy4michigan.com does not constitute a purchase order. Specifications, pricing, delivery requirements, and all other requirements on the Purchase Order cannot be changed except by a written revision to the Purchase Order.

### **5.2 ORDER VERIFICATION**

The Contractor must have internal controls to verify abnormal orders and to ensure that only authorized individuals place orders.

# 6. Delivery

#### **6.1 DELIVERY PROGRAMS**

- A. Delivery will be expected within 60 calendar days upon date of order.
  - Delivery will be made at the locations listed in Attachments 1 & 2 and identified in the Purchase Order.
- B. The Contractor is responsible for delivering the product to the location specified in the Purchase Order. Delivery to any other location or warehouse will not be accepted. The State reserves the right to require that delivery be made directly to the specified location which may be located inside a correctional facility.
- C. Delivery dates and times **must** be pre-arranged with the facility by vendor. No deliveries will be accepted on State of Michigan holidays.
- D. There **must** be nothing loaded on or in the truck other than the items being delivered to the State.
- E. Partial deliveries will not be acceptable unless agreed upon by the State in advance.
- F. The Contractor should be aware that there is a possibility of a delay at any of the correctional facilities which prohibits delivery carriers entering the facility at time of arrival. The State will not be responsible for any additional charges which may arise due to delivery delays caused by a mobilization or any other reason.
- G. Contractor will be the sole deliverer of purchased equipment described in this Contract.

### **6.2 PACKAGING AND PALLETIZING**

Packaging must be optimized to permit the lowest freight rate. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets. Shipments should be shrink wrapped whenever possible.

# 7. Acceptance

### 7.1 ACCEPTANCE. INSPECTION AND TESTING

Contract Activities delivered must meet the specifications of the Contract and be identical to Equipment proposed. Contract Activities are subject to inspection and testing by the State.

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW.

- A. Acceptance of the imaging systems will be achieved when:
  - 1. Old equipment has been removed,
  - 2. New equipment has been installed,

- 3. Required training has been completed.
- B. Acceptance of the digitalizers will be achieved when:
  - 1. The systems have been installed,
  - 2. Training has been completed,
  - 3. The system interface with the imaging system has been successfully tested resulting in a computerized image.
- C. Acceptance of the PAC will be achieved when:
  - 1. The image from the digitalizer is successfully stored in the PAC,
  - 2. A retrieval of a stored image is done through the MDOC Electronic Medical Record,
  - 3. A stored image is electronically sent via email.

### 7.2 FINAL ACCEPTANCE

Once equipment is tested and approved, payment will be issued against invoice.

# 8. Invoice and Payment

# **8.1 INVOICE REQUIREMENTS**

All undisputed amounts are payable within 45 days of the State's receipt.

- A. All invoices submitted to the State should include:
  - 1. Date,
  - 2. purchase order number,
  - 3. quantity,
  - 4. description,
  - 5. unit price,
  - 6. unit of measurement,
  - 7. shipping costs (if any), and
  - 8. total price.

All invoices should reflect actual quantities delivered in the same unit of measure as noted on the Purchase Order.

# **8.2 PAYMENT METHODS**

Public Act 533 of 2004 requires that payments made under this contract be processed by Electronic Funds Transfer (EFT). Contractor is required to register to receive payments by EFT at the Contract & Payment Express website (www.cpexpress.state.mi.us).

# 9. Additional Requirements

# 9.1 PROJECT PLAN

Contractor will carry out this project under the direction and control of the Michigan Department of Corrections.

- A. Within forty-five (45) working days of the award the contract, the contractor will submit for final approval a work plan, which will include the following:
  - 1. A project organizational structure.
  - 2. Any requested staffing table with names and title of personnel assigned to the project in accordance of the staffing of accepted proposals.
  - 3. The projects breakdown showing activities and tasks, and any resources required for each facilities to accomplish a favorable and efficient outcome.
  - 4. A calendar of events showing dates in a graphic display, showing each event, task, and time frame of installation and training.

# Attachment 1 - Computerized Imaging Equipment Specifications and Locations

# ITEM 1

Imaging Equipment to be delivered and installed at Women's Huron Valley Correctional Facility 3201 Bemis Rd., Ypsilanti, MI 48197.

# Fuji Mammography ASPIRE CR*m* & IIP*m* Radiologic Technologist Review/Workstation. ASPIRE CRm & IIPm Radiologic Technologist Review/Workstation

- (1) Single cassette Aspire CRm reader unit,
- (1) Flash Plus IIPm workstation with standard mammography processing algorithms, Desktop Computer, Pentium Core 2 Duo Windows; 2GB RAM; 160 GB HDD; 19" 2MP gray scale monitor,
- (4) 18x24cm and (4) 24x30cm Type CH Cassettes, (4) 18x24cm and (4) 24x30cm HR-VI Imaging Plates for mammography,
- (1) Barcode scanner, keyboard and mouse. The Aspire CRm system supports connectivity to RIS/HIS and PACS.
- 2 days of Radiologic Technologist applications training,
- FCR-IIP CART or WALL MOUNT for best fit,
- QC Calculation Tool 20 Accessory Kit

### This Kit contains:

- o 4cm precision acrylic phantom,
- o 2cm precision acrylic phantom,
- o 0.2mm aluminum filter,
- o 6" stainless steel rulers, and
- Timer as described in the Aspire CR/FCRm Quality Control Manual 7th Edition to perform MQSA required Quality Control.

# **ACR Mammography Printer**

# Agfa DRYSTAR® AXYS™ WITH DRYSTAR SMART CART - STANDARD DICOM CONFIGURATION

- High Resolution Centralized Imager including: 508 PPI resolution,
- A#Sharp Image Technology, 2 Media Supply Drawers, built-in automated QC procedure based on MQSA Standards, supports 8"x10", 10"x12",
- 11"x14" and 14"x17" Standard DT2 Media Sizes and special DT2 Mammo Media with Mammo, License Option in 8"x10" & 10"x12" sizes,
- Includes DRYSTAR Smarft Cart and Agfa's DICOM 3.0 PMS,
- DRYSTAR® AXYS™ Mammo License Upgrade Kit
  - The DRYSTAR AXYS Mammo License expands the functionality of the DRYSTAR AXYS to include printing capability of Full Field Digital Mammo (FFDM) images and supports the special DT2 Mammo Media in 8x10:, 10x12" and 11x14" sizes.
  - Includes; CD ROM with SW 4.0.0\_C1, Density Reproduction Check for DRYSTAR DT2 Mammo Media on CD ROM, Mammo License Key.

# **User Manual, Reference Manual & Installation Instructions**

- (2) 14 x 17 Cassettes with Imaging Plates (for general radiography).
- (3) 10 x 12 Cassettes with Imaging Plates (for general radiography).

# Additional Gateway needed to transfer documents and images to SoftMedical PACS in Lansing

Users launch the SoftMedical viewer from NextGen application

# **PACS-FLO Software License**

DICOM Image Archive licenses

#### Web-Flo Software Licenses

Web image distribution

# **PACS Server Workstation (Minimal Requirements)**

Dell Precision Tower 2TB Workstation, Intel Core I5 3.2GHz Processor, 8GB RAM, 2x1TB HD (RAID1),
 1 GB Video, 16x DVD+/-RW Drive, Windows 7 Pro 64-Bit. with 22" monitor, keyboard and Mouse.

# **Flo-Gateway**

Gateway and Scanning Software with web distribution

# Integration with NextGen

- Integration based on one centralized Server,
- Users launch the Softmedical viewer from NextGen application.

### **INCLUDED** with installation

- Removal of existing radiographic equipment is less than two working days. This entails two to three
  Radiology Imaging Solutions (RIS) personnel using 4-wheel carts and dollies along with common tools.
  All existing equipment will be loaded onto a company truck and disposed of properly.
- The delivery of the new equipment should be accomplished the same time as the removal of existing
  units. The de-installation of the existing units would be done first making them ready for transport to
  loading area.
- The new equipment would then arrive and be moved to radiology area, once the new unit has been unloaded the same equipment used to move in the new equipment would then be used to transport out the old.
- The Delivery of equipment from manufacturer can be estimated to be within 4-6 weeks from order date.
- Once equipment is ready for delivery to each facility buyer representative is notified to arrange his/her schedule for minimal patient and departmental disruption for room down time.
- Once seller receives confirmation and all logistics for de-installation and delivery from each facility representative has been confirmed process will begin.
- Written time-line supplied once PO are issued and pre-installation requirements

# ITEM 2

The following FujiFilm Imaging Equipment to be delivered and installed at Gus Harrison Correctional Facility 2727 E. Beecher Adrian, MI 49221.

# ITEM 3

The following FujiFilm Imaging Equipment to be delivered and installed at Marquette Branch Prison 1960 US Hwy. 41 South Marquette, MI 49855.

# **ITEMS #2 & 3**

# Fuji FUJI CR PACKAGE XL-2 FDX Package

# FDX Console Technologist PC Workstation for Image Acquisition and Review

- Desktop CPU (Windows 7 Professional, 32-bit, 3.1GHz, Core i5, 4G RAM, 250GB HDD) keyboard and 19" color touchscreen LCD monitor,
- Integrated MC functionality,
- 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,
- A simplifies user interface for image processing in as few as three steps,
- Image preview as the IP is scanned for quick positioning checks,
- Two (2) days of Applications Training are included in the package.

Single cassette cart, heavy-duty cart provides space saving workstation, countertop space and cassette holder for FCR & Carbon reader. Rack design allows convenient placement of computer workstation at just the right height above reader. Includes a swivel mount for monitor, a CPU tuck-away area, and a spacious counter top for keyboard, mouse and barcode reader, and two side mounted cassette holders.

# **Enables DICOM Print function from the FDX workstations.**

- (3) 10X12 ST VI IMAGING PLATE SINGLE PKG,
- (3) 10X12 CASSETTE TYPE CC,
- (2) 14X17 ST VI IMAGING SINGLE PLATE PKG,
- (2) 14X17 CASSETTE TYPE CC.

### **PACS-FLO Software License**

DICOM Image Archive licenses

### **Web-Flo Software Licenses**

Web image distribution

### **PACS Server Workstation (Minimal Requirements)**

Dell Precision Tower 2TB Workstation, Intel Core I5 3.2GHz Processor, 8GB RAM, 2x1TB HD (RAID1),
 1 GB Video, 16x DVD+/-RW Drive, Windows 7 Pro 64-Bit. with 22" monitor, keyboard and Mouse

# **Flo-Gateway**

Gateway and Scanning Software with web distribution

### Integration with NextGen

Integration based on one centralized Server
 Users launch the Softmedical viewer from NextGen application

# Attachment 2 - Standard Imaging Equipment Specifications and Locations

### ITEM 4

The following Quantum Medical Imaging Equipment to be delivered and installed at Baraga Correctional Facility 13924 Wadaga Road Baraga, MI 49908.

### **Deluxe Floor Mounted Tubestand**

- Floor mounted tubestand with 10 ft. long tracks and 98" (249 cm) of longitudinal travel,
- Deluxe Handgrips: multi-function, fingertip controls for horizontal, vertical, transverse, and longitudinal movements.
- Includes "All Locks" release switch in grips and auto-stop sensor for horizontal/vertical adjustments,
- Vertical Travel of 60.5" (154 cm) with minimum floor to focus distance of 13.75" (35 cm),
- FAIL-SAFE electromagnetic braking system and integral counterbalancing ensure safe, easy use,
- Column Rotation (+/- 180°), Transverse Arm (10 inch travel),
- Tube Angulations of +/- 135° with detents at 0°, +/- 90,
- Cable concealment and management system,
- QS-55T Trunnion Rings: For tube head rotation of 20°/+45° with dual angle guides.

# QT-750 "QUIET-LIFT" Elevating/Float-Top Radiographic Table

- EXTRA WIDE DESIGN, FOR LARGE PATIENT COMFORT.
- 650 lb. (295.5 kg) Patient Weight Capacity,
- Elevating Range of 21" 32.5" (53 83 cm) w/collision avoidance electronics & safety lock-out control switch,
- Tabletop length: 85" (216 cm) with 30.5" (77.5 cm) of longitudinal travel,
- Tabletop width: 35.5" (90 cm) with 11.5" (29.2 cm) of transverse travel,
- "Flat-Top" Table design for easy patient transfer and cleaning, with low absorption material,
- FAIL-SAFE electromagnetic braking system ensure safe, easy use,
- Recessed Foot Switches and Multi-Function Hand Control, for ALL table movements (Floating and Elevating),
- Includes adjustable patient handgrips, mounted along concealed accessory rails on the sides of table,
- Power input: 115 VAC/60 Hz/single phase/10 Amp (Specify for Intl use: 220 VAC / single phase / 50Hz),
- R80-AEC Ionization Chamber: Three (3) field chamber; includes hardware for table,
- R30-17B Bucky: 17" x 17" (43 x 43 cm) reciprocating with multi-speed programmability.
- R20-1010M 103 lines/inch (40 lines / cm); 10:1 ratio, 34"- 44" Focus,
- R60-T-P Deluxe Heavy Duty Cassette Tray: Accepts cassette sizes: 5" x 7" (13 x 18 cm) to 14" x 17" (35 x 43 cm).

# QW-420 "VERTI-Q" Vertical Wall Stand: Single-column structure

- Features the exclusive "EZ-Glide" Hand control for easy and precise movement, grip rotates +105°,
- Custom enclosed frame for attractive appearance includes patient chin rest,
- Low absorption front cover material with cassette and AEC Indicators,
- Vertical Travel: 60.0 (±1.0)" (1524.0 mm) with a 15.0 (±0.5)" (381.0 mm) minimum Focal Spot-to-Floor Distance,
- FAIL-SAFE electromagnetic braking system plus integral counterbalancing, ensure safe and easy use,
- Accepts cassette sizes of up to 14" x 17" (35 x 43 cm),
- \*\*NOTE: Specify either Right or Left Hand Loading,
- QW-HG20 Patient "Side Mounted" Handgrips: (one set), Mounts to "VERTI-Q" Wall Stand,
- QW-HG30 Patient "Overhead" Handgrip: Mounts to "VERTI-Q" Wall Stand,
- R30-17B Bucky: 17" x 17" reciprocating with multi-speed programmability; In place of 50-17GC,
- R20-1010L103 lines/inch (40 lines / cm); 10:1 ratio, 40"- 72" Focus.
- R60-T-P Deluxe Heavy Duty Cassette Tray: Accepts cassette sizes: 5" x 7" (13 x 18 cm) to 14" x 17" (35 x 43 cm).

### R40-M-P Manual Collimator "MC150"

- Laser light for patient and cassette tray positioning, plus rectangular light field,
- Rectangular light field with cross hair markings and Lamp/Timer Feature,
- Swivel Mount allowing 360° with 90° detents,
- 40"-72" SID cassette size scales (metric also available 100cm & 180cm),
- Includes: Integrated tape measure and Spare Projection lamp.

### **INCLUDED** with installation

- Removal of existing radiographic equipment is less than two working days. This entails two to three
  Radiology Imaging Solutions (RIS) personnel using 4-wheel carts and dollies along with common tools.
  All existing equipment will be loaded onto a company truck and disposed of properly.
- The delivery of the new equipment should be accomplished the same time as the removal of existing units. The de-installation of the existing units would be done first making them ready for transport to loading area.
- The new equipment would then arrive and be moved to radiology area, once the new unit has been unloaded the same equipment used to move in the new equipment would then be used to transport out the old.
- The Delivery of equipment from manufacturer can be estimated to be within 4-6 weeks from order date.
- Once equipment is ready for delivery to each facility buyer representative is notified to arrange his/her schedule for minimal patient and departmental disruption for room down time.
- Once seller receives confirmation and all logistics for de-installation and delivery from each facility representative has been confirmed process will begin.
- Written time-line supplied once PO are issued and pre-installation requirements

### ITEM 5

The following Quantum Medical Imaging Equipment to be delivered and installed at Alger Correctional Facility N6141 Industrial Park Drive Munising, MI 49862.

#### QS-550 Deluxe Floor Mounted Tubestand

- Floor mounted tubestand with 10 ft. long tracks and 98" (249 cm) of longitudinal travel,
- Deluxe Handgrips: multi-function, fingertip controls for horizontal, vertical, transverse, and longitudinal movements.
- Includes "All Locks" release switch in grips and auto-stop sensor for horizontal/vertical adjustments,
- Vertical Travel of 60.5" (154 cm) with minimum floor to focus distance of 13.75" (35 cm),
- FAIL-SAFE electromagnetic braking system and integral counterbalancing ensure safe, easy use,
- Column Rotation (+/- 180°), Transverse Arm (10 inch travel),
- Tube Angulations of +/- 135° with detents at 0°, +/- 90,
- Cable concealment and management system,
- QS-55T Trunnion Rings: For tube head rotation of 20°/+45° with dual angle guides.

# QT-750 "QUIET-LIFT" Elevating/Float-Top Radiographic Table

- EXTRA WIDE DESIGN, FOR LARGE PATIENT COMFORT,
- 650 lb. (295.5 kg) Patient Weight Capacity,
- Elevating Range of 21" 32.5" (53 83 cm) w/collision avoidance electronics & safety lock-out control switch,
- Tabletop length: 85" (216 cm) with 30.5" (77.5 cm) of longitudinal travel,
- Tabletop width: 35.5" (90 cm) with 11.5" (29.2 cm) of transverse travel,
- "Flat-Top" Table design for easy patient transfer and cleaning, with low absorption material,
- FAIL-SAFE electromagnetic braking system ensure safe, easy use,

- Recessed Foot Switches and Multi-Function Hand Control, for ALL table movements (Floating and Elevating),
- Includes adjustable patient handgrips, mounted along concealed accessory rails on the sides of table,
- Power input: 115 VAC/60 Hz/single phase/10 Amp (Specify for Intl use: 220 VAC / single phase / 50Hz),
- QG-AEC Automatic Exposure Control: (AEC) electronics "HF Series" generators,
- R80-AEC Ionization Chamber: Three (3) field chamber; includes hardware,
- R30-17B Bucky: 17" x 17" (43 x 43 cm) reciprocating with multi-speed programmability,
- R20-1010M 103 lines/inch (40 lines / cm); 10:1 ratio, 34"- 44" Focus,
- R60-T-P Deluxe Heavy Duty Cassette Tray: Accepts cassette sizes: 5" x 7" (13 x 18 cm) to 14" x 17" (35 x 43 cm).

# QW-420 "VERTI-Q" Vertical Wall Stand: Single-column structure

- Features the exclusive "EZ-Glide" Hand control for easy and precise movement, grip rotates +105°,
- Custom enclosed frame for attractive appearance includes patient chin rest,
- Low absorption front cover material with cassette and AEC Indicators,
- Vertical Travel: 60.0 (±1.0)" (1524.0 mm) with a 15.0 (±0.5)" (381.0 mm) minimum Focal Spot-to-Floor Distance,
- FAIL-SAFE electromagnetic braking system plus integral counterbalancing, ensure safe and easy use,
- Accepts cassette sizes of up to 14" x 17" (35 x 43 cm),
- R80-AEC Ionization Chamber: Three (3) field chamber; includes hardware,
- QW-HG20 Patient "Side Mounted" Handgrips: (one set), Mounts to "VERTI-Q" Wall Stand,
- QW-HG30 Patient "Overhead" Handgrip: Mounts to "VERTI-Q" Wall Stand,
- R30-17B Bucky: 17" x 17" reciprocating with multi-speed programmability; In place of R50-17GC,
- R20-1010L 103 lines/inch (40 lines / cm); 10:1 ratio, 40"- 72" Focus,
- R60-T-P Deluxe Heavy Duty Cassette Tray: Accepts cassette sizes: 5" x 7" (13 x 18 cm) to 14" x 17" (35 x 43 cm).

### R40-M-P Manual Collimator "MC150"

- Laser light for patient and cassette tray positioning, plus rectangular light field,
- Rectangular light field with cross hair markings and Lamp/Timer Feature,
- Swivel Mount allowing 360° with 90° detents,
- 40"- 72" SID cassette size scales (metric also available 100cm & 180cm),
- Includes: Integrated tape measure and Spare Projection lamp.

#### **INCLUDED** with installation

- Removal of existing radiographic equipment is less than two working days. This entails two to three Radiology Imaging Solutions (RIS) personnel using 4-wheel carts and dollies along with common tools. All existing equipment will be loaded onto a company truck and disposed of properly.
- The delivery of the new equipment should be accomplished the same time as the removal of existing units. The de-installation of the existing units would be done first making them ready for transport to loading area.
- The new equipment would then arrive and be moved to radiology area, once the new unit has been
  unloaded the same equipment used to move in the new equipment would then be used to transport out
  the old.
- The Delivery of equipment from manufacturer can be estimated to be within 4-6 weeks from order date.
- Once equipment is ready for delivery to each facility buyer representative is notified to arrange his/her schedule for minimal patient and departmental disruption for room down time.
- Once seller receives confirmation and all logistics for de-installation and delivery from each facility representative has been confirmed process will begin.
- Written time-line supplied once PO are issued and pre-installation requirements

#### ITEM 6

The following Quantum Medical Imaging Equipment to be delivered and installed at Oaks Correctional Facility 1500 Caberfae Highway Eastlake, MI 49660-9200.

# QG-4000 - 40 kW/125 kVp "ODYSSEY HF" Digital Deluxe Radiographic Generator

- Digital Imaging Ready, ULTRA High Frequency Power, 120 kHz PLUS,
- 40 kW maximum output; (according to IEC 60601),
- mA Range: 25 to 500,
- kVp Range: 40 to 125 kVp, in 1 kVp increments,
- mAs Range: 0.1 600,
- Timer Range: 0.001 6.3 seconds,
- "APR" Anatomical Programmed Radiography (100 APR Views / 5000 Techniques) for Std. and Custom Views,
- QG-AEC Automatic Exposure Control: (AEC) electronics "HF Series" generators,
- R10-T140 X-Ray Tube: 3" Radiographic X-Ray Tube
  - o 0.6/1.2 mm focal spot sizes with 300,000 Heat Unit capacity.
  - o 150 kVp, High/standard speed rotor, 12° anode target angle, 90° arms.
- R70-25 High Voltage Cables: One pair, 25 ft. long (7.5 meters) with federal terminals.

# QS-550 Deluxe Floor Mounted Tubestand,

• QS-55T Trunnion Rings: For Tube head rotation of -20°/+45° with dual angle guide

# R40-M-P Manual Collimator "MC150"

- Laser light for patient and cassette tray positioning, plus rectangular light field,
- Rectangular light field with cross hair markings and Lamp/Timer Feature,
- Swivel Mount allowing 360° with 90° detents,
- 40"- 72" SID cassette size scales (metric also available 100cm & 180cm),
- Includes: Integrated tape measure and Spare Projection lamp.

### QT-750 "QUIET-LIFT" Elevating/Float-Top Radiographic Table

- 650 lb. (295.5 kg) Patient Weight Capacity,
- Elevating Range of 21" 32.5" (53 83 cm) w/collision avoidance electronics & safety lock-out control switch,
- Tabletop length: 85" (216 cm) with 30.5" (77.5 cm) of longitudinal travel,
- Tabletop width: 35.5" (90 cm) with 11.5" (29.2 cm) of transverse travel,
- "Flat-Top" Table design for easy patient transfer and cleaning, with low absorption material,
- FAIL-SAFE electromagnetic braking system ensure safe, easy use,
- Recessed Foot Switches and Multi-Function Hand Control, for ALL table movements,
- Includes adjustable patient handgrips.
- Power input: 115 VAC/60 Hz/single phase/10 Amp,
- R80-AEC Ionization Chamber: Three (3) field chamber; includes hardware,
- R30-17B Bucky: 17" x 17" (43 x 43 cm) reciprocating with multi-speed programmability,
- R60-T-P Deluxe Heavy Duty Cassette Tray.

# QW-420 "VERTI-Q" Vertical Wall Stand: Single-column structure

- Features the exclusive "EZ-Glide" Hand control for easy and precise movement, grip rotates +105°,
- Custom enclosed frame for attractive appearance includes patient chin rest,
- Low absorption front cover material with cassette and AEC Indicators,
- Vertical Travel: 60.5" (154 cm) with a 13.75" (35 cm) minimum Focal Spot-to-Floor Distance,
- FAIL-SAFE electromagnetic braking system and integral counterbalancing ensure safe, easy use.

# QW-HG20 Patient "Side Mounted" Handgrips: (one set), Mounts to "VERTI-Q" Wall Stand

- QW-HG30 Patient "Overhead" Handgrip: Mounts to "VERTI-Q" Wall Stand,
- R80-AEC Ionization Chamber: Three (3) field chamber; includes hardware,
- R30-17B Bucky: 17"x17" reciprocating with multi-speed programmability,
- R20-1010L 103 lines/inch (40 lines / cm); 10:1 ratio, 40"- 72" Focus,
- R60-T-P Deluxe Heavy Duty Cassette Tray: Accepts multiple cassette sizes.

### **INCLUDED** with installation

- Removal of existing radiographic equipment is less than two working days. This entails two to three
  Radiology Imaging Solutions (RIS) personnel using 4-wheel carts and dollies along with common tools.
  All existing equipment will be loaded onto a company truck and disposed of properly.
- The delivery of the new equipment should be accomplished the same time as the removal of existing units. The de-installation of the existing units would be done first making them ready for transport to loading area.
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  unloaded the same equipment used to move in the new equipment would then be used to transport out
  the old.
- The Delivery of equipment from manufacturer can be estimated to be within 4-6 weeks from order date.
- Once equipment is ready for delivery to each facility buyer representative is notified to arrange his/her schedule for minimal patient and departmental disruption for room down time.
- Once seller receives confirmation and all logistics for de-installation and delivery from each facility representative has been confirmed process will begin.
- Written time-line supplied once PO are issued and pre-installation requirements.

#### STATE OF MICHIGAN

Contract No. 071B5500132

Medical Imaging Equipment – DOC and Statewide

# EXHIBIT B PRICING

The Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

#### ITEM 1

The following Imaging Equipment to be delivered and installed at Women's Huron Valley Correctional Facility 3201 Bemis Rd. Ypsilanti, MI 48197.

Itemized pricing for Item 1, listing brand information, component, unit pricing for equipment and services, as well as Item total.

ASPIRE CR*m* & IIP*m* Radiologic Technologist Review/Workstation Includes:

- (1) Single cassette Aspire CR*m* reader unit,
- (1) Flash Plus IIP*m* workstation with standard mammography processing algorithms, Desktop Computer, Pentium Core 2 Duo Windows; 2GB RAM; 160 GB HDD; 19" 2MP gray scale monitor,
- (4) 18x24cm and (4) 24x30cm Type CH Cassettes, (4) 18x24cm and (4) 24x30cm HR-VI Imaging Plates for mammography,
- (1) Barcode scanner, keyboard and mouse. The Aspire CR*m* system supports connectivity to RIS/HIS and PACS.
- 2 days of Radiologic Technologist applications training.

FCR-IIP CART or WALL MOUNT for best fit

QC Calculation Tool 20 Accessory Kit

This Kit contains:

- (1) 4cm precision acrylic phantom,
- (1) 2cm precision acrylic phantom,
- (1) 0.2mm aluminum filter.
- (2) 6" stainless steel rulers and
- (1) timer as described in the Aspire CR/FCR*m* Quality Control Manual 7th Edition to perform MQSA required Quality Control

DRYSTAR® AXYS™ WITH DRYSTAR SMART CART - STANDARD DICOM CONFIGURATION

High Resolution Centralized Imager including: 508 PPI resolution,

A#Sharp Image Technology, 2 Media Supply Drawers, built-in automated

QC procedure based on MQSA Standards, supports 8"x10", 10"x12",

11"x14" and 14"x17" Standard DT2 Media Sizes and special

DT2 Mammo Media with Mammo, License Option in 8"x10" & 10"x12"

sizes. Includes DRYSTAR Smarft Cart and Agfa's DICOM 3.0 PMS

DRYSTAR® AXYS™ Mammo License Upgrade Kit

The DRYSTAR AXYS Mammo License expands the functionality of the DRYSTAR AXYS to include printing capability of Full Field Digital Mammo (FFDM) images and supports the special DT2 Mammo Media in 8x10:, 10x12" and 11x14" sizes.

Includes; CD ROM with SW 4.0.0\_C1, Density Reproduction Check for DRYSTAR DT2 Mammo Media on CD ROM, Mammo License Key, User Manual, Reference Manual & Installation Instructions

# 2 – 14 x 17 Cassettes with Imaging Plates (for general radiography)

# 3 - 10 x 12 Cassettes with Imaging Plates (for general radiography)

Additional Gateway needed to transfer documents and images to SoftMedical PACS in Lansing

PACS-FLO Software License

**DICOM Image Archive licenses** 

Web-Flo Software Licenses

Web image distribution

PACS Server Workstation (Minimal Requirements)

Dell Precision Tower 2TB Workstation, Intel Core I5 3.2GHz Processor, 8GB RAM, 2x1TB HD (RAID1), 1 GB Video, 16x DVD+/-RW Drive, Windows 7 Pro 64-Bit. with 22" monitor, keyboard and Mouse

Flo-Gateway

Gateway and Scanning Software with web distribution

Integration with NextGen

Integration based on one centralized Server

Users launch the SoftMedical viewer from NextGen application

ITEM 1 TOTAL: \$87,850.00

# ITEM 2

The following FujiFilm Imaging Equipment to be delivered and installed at Gus Harrison Correctional Facility 2727 E. Beecher Adrian, MI 49221.

Itemized pricing for Item 2, listing brand information, component, unit pricing for equipment and services, as well as Item total.

# FDX Console Technologist PC Workstation for Image Acquisition and Review:

- Desktop CPU (Windows 7 Professional, 32-bit, 3.1GHz, Core i5, 4G RAM, 250GB HDD), keyboard and 19" color touch screen LCD monitor.
- Integrated MC functionality
- 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.
- A simplifies user interface for image processing in as few as three steps
- Image preview as the IP is scanned for quick positioning checks.
- Two (2) days of Applications Training are included in the package.

Single cassette cart, heavy-duty cart provides space saving workstation, countertop space and cassette holder for FCR & Carbon reader. Rack design allows convenient placement of computer workstation at just the right height above reader. Includes a swivel mount for monitor, a CPU tuck-away area, and a spacious counter top for keyboard, mouse and barcode reader, and two side mounted cassette holders.

Enables DICOM Print function from the FDX workstations

- (3) 10x12 ST VI IMAGING SINGLE PLATE PACKAGE
- (3) 10x12 CASSETTE TYPE CC
- (2) 14x17 ST VI IMAGING SINGLE PLATE PACKAGE
- (2) 14x17 CASSETTE TYPE CC

# PACS-FLO Software License

**DICOM Image Archive licenses** 

# Web-Flo Software Licenses

Web image distribution

# PACS Server Workstation (Minimal Requirements)

Dell Precision Tower 2TB Workstation, Intel Core I5 3.2GHz Processor, 8GB RAM, 2x1TB HD (RAID1), 1 GB Video, 16x DVD+/-RW Drive, Windows 7 Pro 64-Bit. with 22" monitor, keyboard and Mouse

# Flo-Gateway

Gateway and Scanning Software with web distribution

# Integration with NextGen

Integration based on one centralized Server

Users launch the SoftMedical viewer from NextGen application

ITEM 2 TOTAL: \$36,440.00

#### ITEM 3

The following FujiFilm Imaging Equipment to be delivered and installed at Marquette Branch Prison 1960 US Hwy. 41 South Marquette, MI 49855.

Itemized pricing for Item 3, listing brand information, component, unit pricing for equipment and services, as well as Item total.

# FDX Console Technologist PC Workstation for Image Acquisition and Review:

- Desktop CPU (Windows 7 Professional, 32-bit, 3.1GHz, Core i5, 4G RAM, 250GB HDD), keyboard and 19" color touch screen LCD monitor.
- Integrated MC functionality
- 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.
- A simplifies user interface for image processing in as few as three steps
- Image preview as the IP is scanned for quick positioning checks.
- Two (2) days of Applications Training are included in the package.

Single cassette cart, heavy-duty cart provides space saving workstation, countertop space and cassette holder for FCR & Carbon reader. Rack design allows convenient placement of computer workstation at just the right height above reader. Includes a swivel mount for monitor, a CPU tuck-away area, and a spacious counter top for keyboard, mouse and barcode reader, and two side mounted cassette holders.

Enables DICOM Print function from the FDX workstations

- (3) 10x12 ST VI IMAGING SINGLE PLATE PACKAGE
- (3) 10x12 CASSETTE TYPE CC
- (2) 14x17 ST VI IMAGING SINGLE PLATE PACKAGE
- (2) 14x17 CASSETTE TYPE CC

### PACS-FLO Software License

**DICOM Image Archive licenses** 

# Web-Flo Software Licenses

Web image distribution

# PACS Server Workstation (Minimal Requirements)

Dell Precision Tower 2TB Workstation, Intel Core I5 3.2GHz Processor, 8GB RAM, 2x1TB HD (RAID1), 1 GB Video, 16x DVD+/-RW Drive, Windows 7 Pro 64-Bit. with 22" monitor, keyboard and Mouse

# Flo-Gateway

Gateway and Scanning Software with web distribution

# Integration with NextGen

Integration based on one centralized Server

Users launch the SoftMedical viewer from NextGen application

ITEM 3 TOTAL: \$36,440.00

#### ITEM 4

The following Quantum Medical Imaging Equipment to be delivered and installed at Baraga Correctional Facility 13924 Wadaga Road Baraga, MI 49908.

Itemized pricing for Item 4, listing brand information, component, unit pricing for equipment and services, as well as Item total.

**Deluxe Floor Mounted Tubestand** 

- Floor mounted tubestand with 10 ft. long tracks and 98" (249 cm) of longitudinal travel
- Deluxe Handgrips: multi-function, fingertip controls for horizontal, vertical, transverse, and longitudinal movements
- Includes "All Locks" release switch in grips and auto-stop sensor for horizontal/vertical adjustments
- Vertical Travel of 60.5" (154 cm) with minimum floor to focus distance of 13.75" (35 cm)
- FAIL-SAFE electromagnetic braking system and integral counterbalancing ensure safe, easy use
- Column Rotation (+/- 180°), Transverse Arm (10 inch travel)
- Tube Angulations of +/- 135° with detents at 0°, +/- 90
- Cable concealment and management system

QS-55T Trunnion Rings: For tube head rotation of - 20°/+45° with dual angle guides

QT-750 "QUIET-LIFT" Elevating/Float-Top Radiographic Table: (EXTRA WIDE DESIGN, FOR LARGE PATIENT

# COMFORT)

- 650 lb. (295.5 kg) Patient Weight Capacity
- Elevating Range of 21" 32.5" (53 83 cm) w/collision avoidance electronics & safety lock-out control switch
- Tabletop length: 85" (216 cm) with 30.5" (77.5 cm) of longitudinal travel
- Tabletop width: 35.5" (90 cm) with 11.5" (29.2 cm) of transverse travel;
- "Flat-Top" Table design for easy patient transfer and cleaning, with low absorption material
- FAIL-SAFE electromagnetic braking system ensure safe, easy use
- Recessed Foot Switches and Multi-Function Hand Control, for ALL table movements (Floating and Elevating)
- Includes adjustable patient handgrips, mounted along concealed accessory rails on the sides of table
- Power input: 115 VAC/60 Hz/single phase/10 Amp (Specify for Intl use: 220 VAC / single phase / 50Hz)

R80-AEC Ionization Chamber: Three (3) field chamber; includes hardware for table

R30-17B Bucky: 17" x 17" (43 x 43 cm) reciprocating with multi-speed programmability

R20-1010M 103 lines/inch (40 lines / cm); 10:1 ratio, 34"- 44" Focus

R60-T-P Deluxe Heavy Duty Cassette Tray: Accepts cassette sizes: 5" x 7" (13 x 18 cm) to 14" x 17"

(35 x 43 cm)

QW-420 "VERTI-Q" Vertical Wall Stand: Single-column structure

- Features the exclusive "EZ-Glide" Hand control for easy and precise movement, grip rotates +105°
- Custom enclosed frame for attractive appearance includes patient chin rest
- Low absorption front cover material with cassette and AEC Indicators
- Vertical Travel: 60.0 (±1.0)" (1524.0 mm) with a 15.0 (±0.5)" (381.0 mm) minimum Focal Spot-to-Floor Distance
- FAIL-SAFE electromagnetic braking system plus integral counterbalancing, ensure safe and easy use
- Accepts cassette sizes of up to 14" x 17" (35 x 43 cm)
- \*\*NOTE: Specify either Right or Left Hand Loading

QW-HG20 Patient "Side Mounted" Handgrips: (one set), Mounts to "VERTI-Q" Wall Stand

QW-HG30 Patient "Overhead" Handgrip: Mounts to "VERTI-Q" Wall Stand

R30-17B Bucky: 17" x 17" reciprocating with multi-speed programmability; In place of R50-17GC

R20-1010L 103 lines/inch (40 lines / cm); 10:1 ratio, 40"- 72" Focus

R60-T-P Deluxe Heavy Duty Cassette Tray: Accepts cassette sizes: 5" x 7" (13 x 18 cm) to 14" x 17"

(35

x 43 cm)

R40-M-P

Manual Collimator "MC150"

- Laser light for patient and cassette tray positioning, plus rectangular light field
- Rectangular light field with cross hair markings and Lamp/Timer Feature
- Swivel Mount allowing 360° with 90° detents
- 40"- 72" SID cassette size scales (metric also available 100cm & 180cm)
  - Includes: Integrated tape measure and Spare Projection lamp

Item 4 TOTAL: \$29,850.00

#### ITEM 5

The following Quantum Medical Imaging Equipment to be delivered and installed at Alger Correctional Facility N6141 Industrial Park Drive Munising, MI 49862.

Provide Itemized pricing for Item 5, listing brand information, component, unit pricing for equipment and services, as well as Item total.

QS-550 Deluxe Floor Mounted Tubestand

- Floor mounted tubestand with 10 ft. long tracks and 98" (249 cm) of longitudinal travel
- Deluxe Handgrips: multi-function, fingertip controls for horizontal, vertical, transverse, and longitudinal movements
- Includes "All Locks" release switch in grips and auto-stop sensor for horizontal/vertical adjustments
- Vertical Travel of 60.5" (154 cm) with minimum floor to focus distance of 13.75" (35 cm)
- FAIL-SAFE electromagnetic braking system and integral counterbalancing ensure safe, easy use
- Column Rotation (+/- 180°), Transverse Arm (10 inch travel)
- Tube Angulations of +/- 135° with detents at 0°, +/- 90
- Cable concealment and management system

QS-55T Trunnion Rings: For tube head rotation of - 20°/+45° with dual angle guides

QT-750 "QUIET-LIFT" Elevating/Float-Top Radiographic Table: (EXTRA WIDE DESIGN, FOR LARGE PATIENT COMFORT)

- 650 lb. (295.5 kg) Patient Weight Capacity
- Elevating Range of 21" 32.5" (53 83 cm) w/collision avoidance electronics & safety lock-out control switch
- Tabletop length: 85" (216 cm) with 30.5" (77.5 cm) of longitudinal travel
- Tabletop width: 35.5" (90 cm) with 11.5" (29.2 cm) of transverse travel:
- "Flat-Top" Table design for easy patient transfer and cleaning, with low absorption material
- FAIL-SAFE electromagnetic braking system ensure safe, easy use
- Recessed Foot Switches and Multi-Function Hand Control, for ALL table movements (Floating and Elevating)
- Includes adjustable patient handgrips, mounted along concealed accessory rails on the sides of table
- Power input: 115 VAC/60 Hz/single phase/10 Amp (Specify for Intl use: 220 VAC / single phase / 50Hz)

QG-AEC Automatic Exposure Control: (AEC) electronics "HF Series" generators

R80-AEC Ionization Chamber: Three (3) field chamber; includes hardware

R30-17B Bucky: 17" x 17" (43 x 43 cm) reciprocating with multi-speed programmability

R20-1010M 103 lines/inch (40 lines / cm); 10:1 ratio, 34"- 44" Focus

R60-T-P Deluxe Heavy Duty Cassette Tray: Accepts cassette sizes: 5" x 7" (13 x 18 cm) to 14" x 17"

(35 x 43 cm)

QW-420 "VERTI-Q" Vertical Wall Stand: Single-column structure

- Features the exclusive "EZ-Glide" Hand control for easy and precise movement, grip rotates +105°
- Custom enclosed frame for attractive appearance includes patient chin rest
- Low absorption front cover material with cassette and AEC Indicators
- Vertical Travel: 60.0 (±1.0)" (1524.0 mm) with a 15.0 (±0.5)" (381.0 mm) minimum Focal Spot-to-Floor Distance

FAIL-SAFE electromagnetic braking system plus integral counterbalancing, ensure safe and easy use

Accepts cassette sizes of up to 14" x 17" (35 x 43 cm)

R80-AEC Ionization Chamber: Three (3) field chamber; includes hardware

QW-HG20 Patient "Side Mounted" Handgrips: (one set), Mounts to "VERTI-Q" Wall Stand

QW-HG30 Patient "Overhead" Handgrip: Mounts to "VERTI-Q" Wall Stand

R30-17B Bucky: 17" x 17" reciprocating with multi-speed programmability; In place of R50-17GC

R20-1010L 103 lines/inch (40 lines / cm); 10:1 ratio, 40"- 72" Focus

R60-T-P Deluxe Heavy Duty Cassette Tray: Accepts cassette sizes: 5" x 7" (13 x 18 cm) to 14" x 17"

(35 x 43 cm)

R40-M-P Manual Collimator "MC150"

• Laser light for patient and cassette tray positioning, plus rectangular light field

• Rectangular light field with cross hair markings and Lamp/Timer Feature

• Swivel Mount allowing 360° with 90° detents

• 40"- 72" SID cassette size scales (metric also available 100cm & 180cm)

• Includes: Integrated tape measure and Spare Projection lamp

Item 5 TOTAL: \$32,532.00

#### ITEM 6

The following Quantum Medical Imaging Equipment to be delivered and installed at Oaks Correctional Facility 1500 Caberfae Highway Eastlake, MI 49660-9200.

Itemized pricing for Item 6, listing brand information, component, unit pricing for equipment and services, as well as Item total.

QG-4000 40 kW/125 kVp "ODYSSEY HF" Digital Deluxe Radiographic Generator

Digital Imaging Ready, ULTRA High Frequency Power, 120 kHz PLUS

• 40 kW maximum output; (according to IEC 60601)

• mA Range: 25 to 500

• kVp Range: 40 to 125 kVp, in 1 kVp increments

• mAs Range: 0.1 - 600

• Timer Range: 0.001 - 6.3 seconds

 "APR" Anatomical Programmed Radiography (100 APR Views / 5000 Techniques) for Std. and Custom Views

QG-AEC Automatic Exposure Control: (AEC) electronics "HF Series" generators

R10-T140 X-Ray Tube: 3" Radiographic X-Ray Tube

• 0.6/1.2 mm focal spot sizes with 300,000 Heat Unit capacity

• 150 kVp, High/standard speed rotor, 12° anode target angle, 90° arms

R70-25 High Voltage Cables: One pair, 25 ft. long (7.5 meters) with federal terminals

QS-550 Deluxe Floor Mounted Tubestand

QS-55T Trunnion Rings: For Tube head rotation of -20°/+45° with dual angle guide R40-M-P Manual Collimator "MC150"

- Laser light for patient and cassette tray positioning, plus rectangular light field
- Rectangular light field with cross hair markings and Lamp/Timer Feature
- Swivel Mount allowing 360° with 90° detents
- 40"- 72" SID cassette size scales (metric also available 100cm & 180cm)
  - Includes: Integrated tape measure and Spare Projection lamp

QT-750 "QUIET-LIFT" Elevating/Float-Top Radiographic Table:

- 650 lb. (295.5 kg) Patient Weight Capacity
- Elevating Range of 21" 32.5" (53 83 cm) w/collision avoidance electronics & safety

#### lock-out control switch

- Tabletop length: 85" (216 cm) with 30.5" (77.5 cm) of longitudinal travel
- Tabletop width: 35.5" (90 cm) with 11.5" (29.2 cm) of transverse travel
- "Flat-Top" Table design for easy patient transfer and cleaning, with low absorption material
- FAIL-SAFE electromagnetic braking system ensure safe, easy use
- Recessed Foot Switches and Multi-Function Hand Control, for ALL table movements
- Includes adjustable patient handgrips
- Power input: 115 VAC/60 Hz/single phase/10 Amp

R80-AEC Ionization Chamber: Three (3) field chamber; includes hardware

R30-17B Bucky: 17" x 17" (43 x 43 cm) reciprocating with multi-speed programmability

R60-T-P Deluxe Heavy Duty Cassette Tray:

QW-420 "VERTI-Q" Vertical Wall Stand: Single-column structure

- Features the exclusive "EZ-Glide" Hand control for easy and precise movement, grip rotates +105°
- Custom enclosed frame for attractive appearance includes patient chin rest
- Low absorption front cover material with cassette and AEC Indicators
- Vertical Travel: 60.5" (154 cm) with a 13.75" (35 cm) minimum Focal Spot-to-Floor Distance
- FAIL-SAFE electromagnetic braking system and integral counterbalancing ensure safe, easy use

QW-HG20 Patient "Side Mounted" Handgrips: (one set), Mounts to "VERTI-Q" Wall Stand

QW-HG30 Patient "Overhead" Handgrip: Mounts to "VERTI-Q" Wall Stand Ionization Chamber: Three (3) field chamber; includes hardware Bucky: 17"x17" reciprocating with multi-speed programmability.

R20-1010L 103 lines/inch (40 lines / cm); 10:1 ratio, 40"- 72" Focus

R60-T-P Deluxe Heavy Duty Cassette Tray: Accepts multiple cassette sizes:

Item 6 Total: \$48,505.00