



February 8, 2022

**VIA EMAIL**

Alexandria Hicks  
CON Program Coordinator  
Alaska Department of Health and Social Services  
3601 C Street, Suite 978  
Anchorage, AK 99503

RE: Request for Determination dated January 21, 2022 – Additional Information Requested

Dear Ms. Hicks,

We are in receipt of your letter dated January 28, 2022 requesting additional information related to our request for determination dated January 21, 2022 for the Fairbanks Imaging and Breast Center (“FIBC”).

Enclosed, please find the following responsive documents:

1. Equipment Costs –
  - a. CT Scanner - Siemens Medical Solutions USA, Inc. Quote (total on pages 1 and 10)
  - b. Contrast Power Injector – Bayer Healthcare LLC Quote (total on page 2)
  - c. Patient Lift – Liko Patient Life Proposal (total on page 1)
  - d. IT Storage – CDW Healthcare Drives Proposal (total on page 1)
2. CT Shell Space Design Costs – PDC Engineers Statement of Services (total on page 6)
3. CT Shell Construction Costs – Johnson River Enterprises, LLC Proposal (total on pages 1 and 4)
4. Chiller Design Construction – PDC Engineers Statement of Services (total on page 4).


Please note that there may be some minor variation between our estimates for the project as included in our initial letter and the costs quoted in these documents.

Additionally, you asked me to confirm that the elements associated with the purchase of the replacement CT scanner, specifically the contrast power injector, the patient lift, and the IT storage, are necessary and customary to support the function of the replacement CT scanner and that these items would not demonstrate an increase in technological capacity. I can confirm that these elements are necessary and customary to support the function of the replacement CT scanner and that these items would not demonstrate an increase in technological capacity at FIBC because this replacement CT scanner does not increase patient capacity.

Please let me know if you need additional information in order to expedite this request for determination.

If you have any questions about our request for determination or any of the documents enclosed herein, please contact me at (907) 458-5552.

Sincerely,

  
Shelley D. Ebnal, CEO



Enclosures:

1. Siemens Medical Solutions USA, Inc. Quote
2. Bayer Healthcare, LLC Quote
3. Liko Patient Lift Proposal
4. CDW Healthcare Drives Proposal
5. PDC Engineers Statement of Services
6. Johnson River Enterprises, LLC Proposal
7. PDC Engineers Statement of Services
8. January 21, 2022 Request for Determination

**Siemens Medical Solutions USA, Inc.**  
40 Liberty Boulevard, Malvern, PA 19355

**SIEMENS REPRESENTATIVE**  
Natasha Snyder  
natasha.snyder.ext@siemens-healthineers.com

Customer Number: 0000290879

Date: 06/03/2021

**The Greater Fairbanks Community Hospital Foundation, Inc.**  
1650 COWLES ST  
FAIRBANKS, AK 99701

Siemens Medical Solutions USA, Inc. is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions on the face and back hereof, and on any attachment hereto.

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**Contract Total: \$ 1,628,000**

*(total does not include any Optional or Alternate components which may be selected)*

Proposal valid until 07/30/2021

Delivery dates and other contractual obligations of Seller may change due to the effects of the Covid-19 epidemic or other epidemic, including delays and disruptions in the supply chain, manufacturing, or execution as well orders by authorities and prioritization of (new and existing) orders of customers which are essential for the public healthcare. The magnitude of such changes cannot be predicted and might be substantial because it depends on the development of the Covid-19 epidemic or other epidemic.

Siemens acknowledges and agrees that delivery will occur during the month November and no later than March. A Siemens representative will contact you regarding the final delivery date. The project plan will identify all the dates for installation of the Products and de-installation of the trade-in equipment.

Except for Surge Protective Device (SPD), Low Contrast CT Phantom & Holder, Medrad ISI900 interface, w/install, CT Slicker none of the products in this order are, or include, third party products which would have separate warranty terms.

This pricing is conditioned on Customer's purchase of a five (5) year POS service agreement simultaneously with the equipment order.

This is a CONFIDENTIAL offer which may not be shared with any third parties, buying evaluation groups (except for the group purchasing organization under which the pricing is set) or anyone not directly employed by the customer.

This offer is only valid if firm, non-contingent orders for the following quotes are simultaneously placed with Siemens:  
CPQ-248360, SOMATOM Drive  
CPQ-248969, MOBILETT Elara Max

This proposal includes the trade-in of equipment referenced in Trade Sheet Project # 2017-2347.



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natasha.snyder.ext@siemens-healthineers.com

The terms of this Quotation, the Siemens Medical Solutions USA, Inc. General Terms and Conditions and Software License Schedule to the Siemens Medical Solutions USA, Inc. General Terms and Conditions attached hereto and incorporated herein shall govern this purchase. This Agreement shall constitute an Underlying Agreement as defined in the Business Associate Addendum last executed on March 16, 2017 by and between the parties (the "BAA").

This Quotation is specific to THE GREATER FAIRBANKS COMMUNITY, and contains information which is confidential and proprietary to Siemens, including but not limited to discounts and pricing. The Customer may not distribute or disclose this quotation or any portion hereof to, or discuss any of the information (including pricing) contained herein with, any other customer or consultant, buying group, or other third party.

Accepted and Agreed to by:

**Siemens Medical Solutions USA Inc.**

By (sign): \_\_\_\_\_  
Name: Natasha Snyder  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**The Greater Fairbanks Community Hospital  
Foundation, Inc. for the benefit of itself and its  
wholly owned subsidiaries**

By (sign): Shelly DeBernal  
Name: SHELLEY EBEN 92  
Title: CEO  
Date: 7/12/21

***By signing below, signor certifies that no modifications or additions have been made to the Quotation.  
Any such modifications or additions will be void.***

By (Sign): \_\_\_\_\_

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Quote Nr:	CPQ-248360 Rev. 1
Terms of Payment:	00% Down, 80% Delivery, 20% Installation Free On Board: Destination
Purchasing Agreement:	PREMIER PURCHASING PARTNERS LP
	Purchasing Agreement to which Siemens has to report sale:
	Customer certifies, and Siemens relies upon such certification, that : (a) PREMIER PP-IM-273 CT is the sole GPO for the purchases described in this Quotation, and (b) the person signing this Quotation is fully authorized under the Customer's policies to choose and indicate for Customer such appropriate GPO.

## SOMATOM Drive

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14460776	<b>SOMATOM Drive</b> The SOMATOM Drive contains two new Straton MX Sigma tubes and Sigma generators to boost the power and enable an industry standard of low kV imaging with a significant step towards personalization with 10kV steps. Both tubes can be used with Tin Filters, for further dose reduction in non-contrast imaging and lung cancer screening.  This is in conjunction with two StellarInfinity Detectors & Integrated IR (Iterative Reconstruction), including key technologies TrueSignal and Edge Technology, the SOMATOM Drive routinely generates ultra-thin 0.5 mm slices e.g. for most accurate stenosis, plaque and stent analysis.  Available with 75 ms temporal resolution, faster than any conventional CT on the market, providing whole organ dynamic imaging and routine true Dual Energy scans.  All this power and precision is backed by three key technology areas- DistinCT Imaging: focused on providing the most specific parameters for best quality and lowest dose for each individual patient regardless of circumstances that they are in. DistinCT Reading: focused on providing the quickest access to all diagnostic images regardless of the time of day, number of patients or the advanced nature of a study. DistinCT Function: focused on providing access to more quantitative data to enhance patient diagnosis and treatment outcomes.
1	14468070	SOMATOM Drive - provides the capabilities to "Drive Precision for all" patients. <b>syngo CT VB20</b> The software syngo CT VB20 enables new, but separately licensed features like DirectBreathhold as well as enhancing several already existing features, e.g. FAST DE Results, DirectDensity™, increased image storing capacity, as well as FAST 3D Camera and Touch Panel workflow.
1	14460582	<b>FAST IRS</b> FAST reconstruction computer for the preprocessing and reconstruction of the CT raw data. The reconstruction computer contains a cluster of high-performance GPU

boards performing the preprocessing and reconstruction of the CT data.

1 14460584

### **DistinCT Imaging**

We combine our market leading applications to make this the most Distinct scanner for our customers. Including SureView, Flash Spiral, Dual Adaptive Dose Shields, CARE Dose 4D, CARE kV, CARE Child, CARE Profile, CARE Dashboard, CARE Bolus, Dose MAP, FAST Adjust, XXL Mode 2cm and ADMIRE.

1 14460585

### **DistinCT Imaging - Advanced**

We combine the unique features of the SOMATOM Drive, to push the most distinct CT scanner to its maximum potential, including the full power of the Straton MX Sigma tube - DistinCT - Sigma High Power including, High Power 70 and High Power 80, Dual Power 4cm, 10kV Steps, X-CARE and CARE Contrast III. Additionally Tin Filter scanning allows reaching new levels in low dose non-contrast scans.

1 14460778

### **DistinCT Reading**

We combine our market leading applications to make reporting consistent, fast and simple for our customers. Includes VRT, Workstream 4D and Extended FoV.

1 14447380

### **DistinCT Reading - Advanced**

We combine our advanced applications to make reporting of complex and atypical anatomical structures faster and simpler.  
Includes iMAR for anatomically driven metal artifact reduction, combines three successful approaches (beam hardening correction, normalized sinogram inpainting and frequency split). This allows to reduce metal artifacts caused by metal implants. FAST Spine, providing anatomically aligned preparation of spine recons with just a single click.  
HD FoV Pro, designed to enable visualization of the human body parts and skin line located outside of the 50cm standard scan field of view, based on an algorithmic complement of missing detector data outside of the 50cm standard scan FoV. The image quality for the area outside the 50cm standard scan field of view does not meet the image quality of the area inside the 50cm standard scan field of view. Image artefacts may appear, depending on the patient setup and anatomy scanned. zUHR for functionality improved spatial resolution.

1 14460591

### **FAST Integrated Workflow**

We combine our market leading applications to make positioning simple for our customers.

The world's first 3D camera integrated into a CT positioning workflow is available as an option and allows automatic patient positioning in the examination room.

The FAST 3D camera captures the patient's shape, position, and height in three dimensions.

Using infrared measurement, it even recognizes body contours: for example, when people are wearing heavy clothes or blankets.

Specialized applications support accurate and reproducible positioning:

FAST Isocentering, at the push of a button, provides the correct isocenter position, enabling the right dose modulation and consistent images.

FAST Range supports scanning the correct body region in the topogram with no cut-off – by aligning the automatically identified anatomical position with the protocol.

FAST Direction helps safeguard the right scan direction of the topogram, which is crucial when moving the table with infused patients.

FAST Topo - enables faster scan speeds in topograms, which minimizes breath-hold artifacts. It also has the potential to decrease the topogram dose.

FAST Planning - assists scan and reconstruction planning, based on a topogram, to provide an easier, faster and standardized workflow in CT scanning.

FAST 3D Align - automatically corrects misalignment of anatomic structures, organs

of the patient. It aligns those to fit it to the selected reconstruction plane for a highly automated reconstruction workflow. Additionally, it minimizes the black area in the image by automatically adjusting the recon field of view selection.

- |   |          |  |
|---|----------|--|
| 1 | 14447370 | <p><b>Ring Light</b><br/>SOMATOM Drive offers a gantry ring mood light (LED) in different, preset, adjustable colors. Designed not only for aesthetics, they can be used to help create a relaxing atmosphere for your patients.</p>   |
| 1 | 14403076 | <p><b>Additional Arm Fixation</b><br/>The additional arm fixation enables a quick and safe positioning of the patient's arms close to the patient's body. Especially large patients benefit from the convenient positioning device that prevents patient's arms from slipping off the patient table.</p>   |
| 1 | 04437310 | <p><b>C.A.R.E TransX</b><br/>Radiolucent, portable tabletop with stabilizing and carrying straps for comfortable patient transfer to the CT table and for transport.</p>   |
| 1 | 04437328 | <p><b>Headrest TransX</b><br/>Radiolucent slip-on headrest for secure positioning and immobilization of the patient's head on the TransX removable CT tabletop.</p>  |
| 1 | 14428166 | <p><b>Pediatric Cradle</b><br/>Dedicated mattress for safe and easy positioning and fixation of babies or infants during a scan.</p>   |
| 1 | 14402983 | <p><b>Head Holder</b><br/>Head holder for the fixation of the patient's head in combination with the cushion set.</p>  |
| 1 | 14433996 | <p><b>Head-Arm Rest</b><br/>For comfortable head and arm positioning during chest, abdominal and lumbar spine examinations. The positioning aid can be attached to the table.</p>  |
| 1 | 14428165 | <p><b>Patient Restraint 400 mm</b><br/>400 mm wide restraint strap for the fixation and safe positioning of the patient's body directly on the movable part of the patient table.</p>  |
| 1 | 14402933 | <p><b>Computer Cabinet</b><br/>New cabinet to accommodate the computer system and UPS. Matched to the design of the control console table.<br/>Width: 800 mm,<br/>Depth: 800 mm,<br/>Height: 720 mm</p>  |
| 1 | 14440671 | <p><b>Earthquake kit prepared</b><br/>The SOMATOM CT Scanner earthquake kit is already built in. It consists of a special floor mounting which is necessary in earthquake-prone countries or areas.</p>  |
| 1 | 14447325 | <p><b>ELEVATE O Drive</b><br/>ELEVATE from an outdated Siemens CT scanner to SOMATOM Drive</p>   |
| 1 | 14447337 | <p><b>Multi-purpose table</b><br/>The Multi-Purpose table is especially designed for multi-disciplinary use, while still enabling ultra-fast spiral scanning up to 458 mm/s. Its flexible design allows exchange of table tops for routine radiology, Trauma or bariatric use. Table load capacity up to 307 kg / 676 lbs. with bariatric table top (High Capacity Patient &amp; Trauma Table Top). Physiological Measurement Module included.</p> |
| 1 | 14410230 | <p><b>Mat for MPT Standard Table Top</b><br/>Replacement for the positioning mattress for Standard Multi Purpose Table Top.</p>  |
| 1 | 14408231 | <p><b>High Cap. Patient &amp; Trauma Tab.Top</b><br/>The high capacity and trauma table top offers the capability to support up to 307 kg/676 lbs of patient weight. It allows easy positioning and transfer from and to the table, due to its flat surface. Special accessories and an extended table top width of 530 mm ensure a safe and comfortable positioning for obese patients.</p>   |
| 1 | 14408232 | <p><b>High Cap. Patient &amp; Trauma Acc Kit</b></p>   |



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1 14414739 The High capacity and Trauma accessory kit contains additional Patient restraint set with a width of 400mm and additional table extensions for feet and head.

**Mattress for Bariatric Table Top**

This mat has a curved profile and allows comfortable positioning of patients on the flat table top.

1 14441495

**Table Side Rails**

Side rails enable the quick and easy attachment of additional accessories such as an infusion bottle holder and i-control intervention module to the patient table.

1 14460587

**DistinCT Function - DE**

Dual Energy scanning options including Tin Filter modes and the applications to introduce Dual Energy as part of your routine daily workflow. Includes FAST DE results and FAST DE with Workstream 4D.

1 14460589

**DistinCT Function - Dynamic**

Adaptive 4D Spiral - a unique 4D Spiral scan mode that enables the SOMATOM Drive to extend beyond restraints experienced when utilizing a static detector and allows for up to 48 cm (18.89") dynamic CT coverage. This enables use not only in perfusion but also for advanced 4D CT DSA evaluations.

1 14460781

**Adapt. 3D Intervent. Suite Wireless**

The complete solution for 2D and 3D non fluoroscopic and 2D fluoroscopic minimal invasive volume interventions.

The Adaptive 3D Intervention Suite contains Adaptive 3D Intervention for 3D volume intervention.

Intervention Pro for spiral and sequential non- fluoroscopic interventional procedures and complete organ coverage with maximal flexibility and with minimal single click effort

i-Fluoro CT for CT allows for 2 dimensional interventional fluoroscopic procedures

i-Control CT supports interventional procedures as independent remote unit

Foot switch for radiation release (x-ray).

1 14468072

**Dual Mon. Ceil. Supp. with Shield**

The dual monitor solution with integrated radiation protection shield enables access to images and scan data while interacting with the patient in the scan room. The high resolution, flicker free, 19-inch (48 cm) color flat panel displays are mounted at the ceiling support. The space-saving ceiling installation along with the large movement range of the support allows maximum operating convenience when positioning the monitor and the radiation protection shield.

**Ceiling Support Base**

Ceiling support including radiation protection shield for the accommodation and safe installation of one or two flat screen monitors in the examination room.

**19" flat screen monitor (2x)**

The 19" monitors support CT interventions and CT fluoroscopy with a display in the examination room.

1 14402961

**Dual 19" Monitor #D**

Siemens proprietary syngo software visualizes the examination workflow in individual process steps on so-called task cards, such as the patient registration, examination, viewing or 3D task card. The dual monitor feature enables the split of the syngo task cards on two monitors in two different ways. This option includes the syngo dual monitor software and a second high resolution, flicker-free, 19-inch (48 cm) color flat panel display for medical diagnostic applications. This display provides a resolution of 1280 x 1024 and has a wide viewing angle, features high contrast even under high ambient light conditions. Display light output stability is ensured by controlled backlight throughout the whole lifetime.

Possibility one: One monitor displays the viewing task card, for instance for the interactive review of image data. All other syngo task cards are displayed on the second monitor.

Possibility two: Both monitors display the 3D-Basic task card, enabling the viewing



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and manipulation of two different datasets on two monitors. It enables the comparison of two series from the same patient e.g. pre- and post-contrast or the comparison of two studies from the same patient e.g. pre- and post-surgery.

1 PSPD250480Y3  
K

#### **Surge Protective Device (SPD)**

1 4SPAS014

#### **Low Contrast CT Phantom & Holder**

1 CT\_UPS\_DRIVE

#### **Standard UPS for SOMATOM Drive**

The standard partial system uninterruptible power supply (UPS) is built directly into the power distribution cabinet (PDC) and supports the critical circuits for table and gantry electronics, console computer, image reconstruction system, and the internal Ethernet switch (to ensure connectivity). This enables safe removal of patient if outage occurs during scanning.

1 CT\_LUNGIMAG  
DRIVE

#### **Lung Imaging**

For well over a decade, CT has been recognized and used as the standard of care for lung nodule detection and sizing. This is due to CT's spatial resolution, geometric accuracy, and ability to create various reconstructions and 3D views. The high contrast environment in the chest between the lungs and the nodules makes for a relatively easy detection task for clinicians using CT images. Recent advances in CT technology have allowed these scans to be effectively performed at lower doses, higher resolutions, and faster scan times.

The SOMATOM Drive CT is indicated for use in low dose lung cancer screening for high risk populations\*. The Drive is delivered with two specific scan protocols to provide low dose lung cancer screening exams at approximately 0.33 mGy CTDI for a standard size adult. These default protocols utilize Siemens proprietary dose reducing features such as CARE Dose4D™, automatic exposure control technology that modulates and adapts dose for every patient, for high image quality at low dose.

\*As defined by professional medical societies.

1 ACCESS\_PROT  
ECT

#### **Access Protection**

Scan Protocols are password protected allowing only authorized staff members to access and permanently change protocols

1 ADAPT\_DOSE\_  
SHIELD

#### **Adaptive Dose Shield**

Adaptive Dose Shield for spiral acquisition to eliminate pre- and post-spiral over-radiation.

1 CARE\_ANALYTICS

#### **CARE Analytics**

Stand-alone tool, for installation in any PC in the hospital network, allowing evaluation of DICOM dose Structured Reports (DICOM SR)

1 CARE\_DASHBOARD

#### **CARE Dashboard**

Visualization of activated dose reduction features and technologies for each scan range of an examination to analyze and manage the dose to be applied in the scan

1 CARE\_DOSE4D

#### **CARE Dose4D**

CARE Dose4D delivers the highest possible image quality at the lowest possible dose for patients - maximum detail, minimum dose. Adaptive dose modulation for up to 60% dose reduction

1 CARE\_DOSE\_CONFIG

#### **CARE Dose Configurator**

CARE Dose Configurator: Enhancement of Siemens' renowned real-time dose modulation CARE Dose4D, introducing new reference curves for each body region and for each body habitus allowing to adjust the configuration even more precisely to the patient's anatomy.

1 CARE\_KV

#### **CARE kV**

CARE kV: First automated, organ-sensitive voltage setting to improve image quality and contrast-to-noise-ratio while optimizing dose and potentially reducing it by up to 60%.

1 NEURO\_BESTC

#### **Neuro BestContrast**

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	ONTRAST	The Neuro BestContrast algorithm can provide enhanced tissue contrast, resulting in improved contrast between gray and white matter without increasing image noise. This post processing step is rapid and can be easily incorporated into clinical workflow where it can be used with other dose reduction approaches such as iterative reconstruction.
1	CARE_PROFILE	<b>CARE Profile</b> CARE Profile: Visualization of the dose distribution along the topogram prior to the scan
1	DICOM_SR	<b>DICOM SR Dose Reports</b> DICOM structured file allows for the extraction of dose values (CTDIvol, DLP)
1	DOSELOGS	<b>DoseLogs</b> Whenever a dose limit exceeds the established reference dose levels (Dose Notification and Dose Alert) a report is automatically created on the system, enhancing your ability to track radiation dose.
1	DOSE_ALERT	<b>Dose Alert</b> Dose Alert: Dose Alert automatically adds CTDIvol and DLP values depending on z-position (scan axis). The Dose Alert window appears, if either of these cumulative values exceeds a user-defined threshold.
1	DOSE_NOTIFICATION	<b>Dose Notification</b> Dose Notification: Dose Notification provides the ability to set dose reference values (CTDIvol, DLP) for each scan range. If these reference values are exceeded the Dose Notification window informs the user.
1	FAST_ADJUST	<b>FAST Adjust</b> FAST Adjust: assists the user to handle system settings in a fast and easy way by automatically solving of conflicts within user defined limits by one single click on the FAST Adjust button. The limits for scan time and tube current per scan are defined via the Scan Protocol Assistant. FAST Adjust offers an undo functionality to return to previously set values.
1	FAST_SCAN_ASSIST	<b>FAST Scan Assistant</b> FAST Scan Assistant: An intuitive user interface for solving conflicts by changing the scan time, resp. the pitch and/or the maximum tube current manually.
1	NEMA_XR-29	<b>NEMA_XR-29 Standard</b> This system is in compliance with NEMA XR-29 Standard Attributes on CT Equipment Related to Dose Optimization and Management, also known as Smart Dose.
1	SURE_VIEW	<b>SureView</b> Provides exceptional image quality at any pitch setting, enabling you to scan faster because you can scan at any pitch without degrading image quality
1	UFC_DETECTOR	<b>UFC Detector</b> Ultra Fast Ceramics (UFC) technology is a unique type of scintillation technology material that quickly and efficiently transforms radiation from the X-ray tube into light signals. Its superb overall quantum efficiency and unique short afterglow enable time-critical X-ray detection at low doses and extremely fast data collection.
1	CT_STELLAR_INF	<b>Stellar Infinity</b> Siemens' second generation fully integrated detector with TrueSignal and Edge technologies. Due to the full electronic integration of the Stellar Infinity detector, electronic components (microchips, conductors, etc.) are integrated directly at the photo diode. This reduces electronic noise coming from the detector elements and thus significantly improves the signal-to-noise ratio (SNR) for optimized dose efficiency and image quality.
1	CT_FAST_TOP	<b>FAST Topo</b> Enables faster scan speeds in topograms, which prevents breath-hold artifacts. It also has the potential to decrease the topogram dose.
1	M2ISI900SI	<b>Medrad ISI900 interface,w/install</b>

- |   |                   |  |
|---|-------------------|--|
| 1 | CTSP4002          | <p><b>CT Slicker</b></p> <p>Thermoseal seams and flaps deflect fluids, reducing contaminant penetration into the cushion and table. Contaminants are retained on the tabletop or shunted to the floor. Cleanup is faster, more thorough, and contaminant build-up is reduced. Built using heavy, clear, micro matte vinyl, and top grade hook and loop fastening strips (Velcro) to better fit the specified table. Custom vinyl resists tears and minimizes radiologic interference. Latex free. Set includes CT Skirts.</p> <p>Includes warranty from RADSCAN Medical.</p>   |
| 1 | CT_PM             | <p><b>CT Project Management</b></p> <p>A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemens equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.</p>   |
| 1 | CT_BTL_INSTALL    | <p><b>CT Standard Rigging and Installation</b></p>   |
| 1 | CT_ADDL_RIGGING   | <p><b>INBOUND Additional Rigging CT (\$1,280)</b></p>  |
| 1 | CT_TRADE_IN_ALLOW | <p><b>CT_TRADE_IN_ALLOW Siemens Sensation 64, FL 400-172024, SN 54219, Project Nr 2017-2347, Deinstallation Date December 2021 (-\$9,500).</b></p>   |
| 1 | CT_EDUOPTION5     | <p><b>Clinical Education &amp; Training: Option 5</b></p> <p>Siemens offers multiple options for clinical education and training on your new system. These options enable a more personalized approach to the introduction to system operation, features, and benefits and will help ensure that your technologists and physicians have the opportunity to engage in the level of training that best meets your current clinical needs and business objectives.</p> <p>The following items are the education and training modules are highly recommended for the operation of your new Siemens system and are most effective for sites where technologists and/or physicians have limited experience on Siemens' systems. In addition to covering routine procedures, this option also provides additional opportunities to learn more specialized procedures and further increase efficiencies.</p> |
| 1 | SY_PR_TEAMPLAY    | <p><b>teamplay Welcome &amp; Registration Package</b></p> <p>teamplay is a cloud-based network that brings together your imaging modality users, the systems' dose and utilization data, and the users' expertise to help you improve the delivery of care to your patients. Basic features are provided free of charge. Premium features (benchmarking, non-Siemens devices) are provided on a trial basis for three months at no charge, and may be used thereafter on a subscription fee basis.</p> <p>To register: <a href="http://teamplay.siemens.com/#/institutionRegistration/1">http://teamplay.siemens.com/#/institutionRegistration/1</a></p>   |
| 1 | CT_INITIAL_32     | <p><b>Initial onsite training 32 hrs</b></p> <p>Up to (32) hours of on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.</p>  |
| 1 | CT_FOLLOWUP_16    | <p><b>Follow-up training 16 hrs</b></p> <p>Up to (16) hours of follow-up on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must</p>   |

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be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.

1 CT\_FOLLOWUP\_24

**Follow-up training 24 hrs**

Up to (24) hours of follow-up on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.

1 CT\_PROTOPT\_16

**CT Protocol Optimization Program - 16hrs**

This offering provides the customer with up to 16 hours of virtual, simulator-based training with a Siemens Clinical Education Specialist (CES) for development and optimization of up to 75 standardized protocols before and after initial turnover training. This includes:

- Consultation with the customer on scan protocol expectations.
- Use of a simulator workstation to optimize and customize CT scan protocol settings to customer-specific needs.
- Import of optimized scan protocols for customer's immediate use, either at system turnover prior to first clinical use or any time thereafter.

This educational offering must be completed by the later of (12) months from purchase or install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.

1 CT\_ADD\_32

**Additional onsite training 32 hours**

Up to (32) hours of on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist if applicable. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.

**System Total \$ 1,628,000.00**

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**OPTIONS on Quote Nr : CPQ-248360 Rev. 1**

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**OPTIONS for SOMATOM Drive**

All items listed below are **OPTIONS** and will be included on this system **ONLY** if initialed: (See Detailed Technical Specifications at end of Proposal.)

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	14430811	<b>Advanced radiotranslucent ECG ext.</b> A dedicated advanced radio translucent ECG (Electrocardiogram) extension to be used for state-of-the-art ECG cardiac scanning without compromises. These carbon fiber extensions are designed for metal artifact-free cardiac imaging especially for small children and babies.	+ \$ 213.00	X _____
1	14460588	<b>DistinCT Function - Cardiac</b> Cardiac scanning options to enable the simple to use, routine cardiac CTA and calcium scoring workflows, including beta blocker independent scanning, one heart beat scanning and flex scanning to enable functional imaging at low doses. Includes: Heart View, Cardio Best Phase Plus and syngo Calcium Scoring CT.	+ \$ 85,160.00	X _____



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**FINANCING:** The equipment listed above may be financed through Siemens. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. For further information, please contact your local Sales Representative.

**ACCESSORIES:** Don't forget to ask us about our line of OEM imaging accessories to complete your purchase. All accessories can be purchased or financed as part of this order. To purchase accessories directly or to receive our accessories catalog, please call us directly at 1-888-222-9944 or contact your local Sales Representative.

**COMPLIANCE:** Compliance with legal and internal regulations is an integral part of all business processes at Siemens. Possible infringements can be reported to our communication channel "Let Us Know".



## General Terms and Conditions

1.

Customer Number:  
0000290879

Date: 9/28/2018

### Siemens Medical Solutions USA, Inc. General Terms and Conditions

#### 1. GENERAL

**1.1 Contract Terms and Acceptance.** These terms and conditions constitute an integral part of any contract between Seller and Purchaser identified on the first page hereof and shall govern the sale of the products identified in such contract ("Products"). Purchaser acknowledges that this is a commercial and not a consumer transaction. Purchaser shall be deemed to have assented to, and to have waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

**1.2 Refurbished/Used Products.** For Products identified on this Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, such Products will perform in accordance with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the availability of such Products to Purchaser cannot be guaranteed. If the Products are no longer available, Seller will use its best efforts to identify other suitable products in its inventory. If substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation.

**1.3 Third Party Products.** If this Agreement includes the sale of third party products not manufactured by Seller, as identified on the quotation, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the

products are being acquired by Seller solely at the request of and for the benefit and convenience of Purchaser, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (e) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer; and (f) unless otherwise indicated by Seller in writing, Seller is not responsible for any required installation, validation, product recall, warranty service, maintenance, complaint handling, or any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

**1.4 Installation.** The parties shall document their agreement on installation responsibilities for the Products and de-installation for the trade-in equipment and performance dates in a project plan within 30 days of the effective date of this Agreement. Upon agreement to the project plan, the parties shall perform thereunder. The project plan will be a living document, but any changes must be agreed in writing by both parties.

#### 2. PRICES

**2.1 Quotations.** Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller and amounts payable by Purchaser are in U.S. dollars, and include Seller's standard packaging. The prices quoted to Seller assume that the Seller is located in, and will use the Products in, the U.S. If not, such quotation will be void. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

**2.2 Delay in Acceptance of Delivery.** Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver the Products to storage as agreed by Purchaser at Purchaser's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

#### 3. TAXES

**3.1** Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any



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property tax levied after readiness to ship, or any excise tax, license or similar fee (excluding the Medical Device Excise Tax as set forth in Section 4191 of the Internal Revenue Code of 1986, as amended) required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser. Notwithstanding the foregoing, Seller agrees to honor any valid exemption certificate provided by Purchaser.

#### 4. TERMS OF PAYMENT; DEFAULT

**4.1 Payments; Due Date.** Unless otherwise set forth in the quotation, Purchaser shall pay Seller as follows: 80% of the purchase price is due upon delivery of each Product. Notwithstanding anything to the contrary contained herein, payment of the final 20% of the Product's purchase price and commencement of the warranty period shall be made upon "Acceptance" of the Product by Purchaser as set forth herein ("Acceptance"). Acceptance testing by Purchaser shall be at its own cost and expense; shall be limited to a determination that the Product is functioning in accordance with the written manufacturer's requirements and specifications for the functionality selected in the quotation, and in accordance with the room requirements called out in the site specific drawings (collectively, the "**specifications**" and "**as specified**"); and shall be completed within fifteen (15) days after Seller's completion of installation and turnover of the Product to Purchaser. The Product will be deemed accepted on the earlier of (i) first clinical use of the Product or (ii) the end of the fifteen (15) day acceptance testing period if Purchaser does not notify Seller of any material deviations from the specifications during this period. If Purchaser's acceptance testing indicates that the Product does not materially meet the specifications, then Purchaser must notify Seller in writing within the fifteen (15) day testing period, describing the areas of nonconformance, and Seller shall be given a reasonable amount of time thereafter to, and shall, cure the nonconformity(ies) at its sole cost and expense. Unless otherwise agreed, all payments are due net thirty (30) days from the date of invoice. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.

**4.2 Late Payment.** A service charge of 1% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.

**4.3 Payment of Lesser Amount.** If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

**4.4 Where Payment Due Upon Installation or Completion.** Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date set forth in the Notice to Manufacture Letter issued by Seller, as applicable, then the balance of payments shall be due on the day following such installation date.

**4.5 Default; Termination.** Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment when due that is not cured within thirty (30) days from receipt of written notice thereof from Seller; (ii) a failure by Purchaser to perform any other material obligation of Purchaser under this Agreement within thirty (30) days of receipt of written notice from Seller; (iii) the commencement of any insolvency, bankruptcy or similar proceedings by or against either party; or (iv) a failure by Seller to perform any material obligation of Seller under this Agreement which is not cured within thirty (30) days from receipt of written notice thereof from Purchaser.

Upon the occurrence of any event of default of Seller prior to Acceptance of the Products, Purchaser may terminate this Agreement upon written notice to Seller and, if Purchaser delivers such written notice, Seller shall pay Purchaser a full refund of all amounts hereunder and Purchaser will make the Products available for collection by Seller upon receipt of all amounts refunded hereunder.

Upon the occurrence of any event of default of Purchaser, Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services, until the breach is resolved, then shall immediately reinstate performance.

Upon Purchaser's failure to pay the 80% due on delivery (per the invoice terms above), which failure is not cured within ten (10) business days of receipt of

written notice of such failure from Seller, Purchaser shall put Seller in possession of the Products upon demand and Seller shall be responsible for removing the Products from Purchaser's premises (and shall not remove any trade-in equipment).

After payment of the 80% due on delivery of the Products, Seller has no right to repossess the Products, and shall instead seek other remedies under the Agreement for any Purchaser event of default.

The Purchaser may terminate this Agreement upon the commencement of any insolvency, bankruptcy or similar proceedings by or against Seller (including any assignment by Seller for the benefit of creditors).

If Seller fails to deliver or install the Product by the delivery and installation dates as mutually agreed and documented by the parties in the Sellers' Notice to Manufacture Letter or in the Scope of Services, and such failure is due to circumstances solely within Sellers' control, and such delay continues more than thirty (30) consecutive days after receiving written notice of default from Purchaser, Seller shall provide one (1) day extension of warranty for such Product for each day that Seller is delayed, up to a maximum of thirty (30) days of extended warranty.

**4.6 Financing.** Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

## **5. EXPORT TERMS**

**5.1** Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall have sole responsibility to procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

**5.2** Purchaser agrees that Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with applicable export Control and US Sanction laws and regulations. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this Section in form and content acceptable to Seller.

## **6. DELIVERY, RISK OF LOSS**

**6.1 Delivery Date.** Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s).

**6.2 Risk of Loss; Title Transfer.** Unless otherwise agreed to in writing, the following shall apply:

(a) For Products that do not require installation by Seller, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser.

(b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; whereupon title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of delivery.

(c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making any insurance claim but such risk is Seller's alone until completion of delivery of Products.

(d) Purchaser and Seller are jointly responsible for inspecting the Products on arrival at Purchaser's facility and for providing written notice to the other of any defects or damage in the Products within ten (10) days of arrival. Seller shall arrange prompt replacement of

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any damaged or shortages in the Products, at Seller's expense.

## **7. SECURITY INTEREST/FILING**

**7.1** Purchaser grants to Seller a security interest in the Products until payment in full by Purchaser, which shall then be immediately released by Seller and evidence of such release provided to Purchaser in writing upon Purchaser's request. Purchaser shall sign any financing statements or other documents necessary to perfect Seller's security interests in the Products. Purchaser further represents and covenants that until the purchase price has been paid in full (a) it will keep the Products in good order and repair, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

## **8. CHANGES, CANCELLATION, AND RETURN**

**8.1** Orders accepted by Seller are not subject to change except upon Seller's and Purchaser's written agreement.

**8.2** Orders accepted by Seller are non-cancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services completed by Seller; and any return, cancellation or restocking fees with respect to any third party products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment.

**8.3** Seller reserves the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

## **9. FORCE MAJEURE**

**9.1** Seller shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, so long as

Seller makes reasonable commercial efforts to make alternative arrangements to complete this project, taking into account the critical need for the Product. Should such a delay occur, Seller may reasonably extend delivery or production schedules to the extent the force majeure event causes the delay. In such event, the project plan shall be updated in writing as mutually agreed upon by the parties.

## **10. WARRANTY; INDEMNIFICATION**

**10.1** Seller warrants that:  
(a) Seller will perform the services (i) in a good and workmanlike manner using then-current technology, and within the specified timeframes agreed by the parties; (ii) in compliance with the terms of this Agreement; and (iii) in compliance with all applicable laws and regulations. If Seller breaches any such warranties, Seller will promptly correct or cause the correction of the deficiencies giving rise to the breach at Seller's sole expense, without limiting Purchaser's remedies except as otherwise set forth in this Agreement, including the limitation of liabilities set forth in Section 11 of this Agreement;

(b) Seller has the right to transfer title to the Products to Purchaser. Except for amounts owed by Purchaser hereunder, upon transfer of title to Purchaser, the Products will be free of any liens, security interests and other encumbrances, and otherwise free of third party claims;

(c) the Products sold hereunder (except for third party products identified as such in the quotation) shall be free from defects in design, material, and workmanship under normal use and service, shall comply with applicable law and shall comply with their specifications, for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls and applicable law. Seller's obligation under this warranty is initially limited, at Seller's option, to the repair or replacement of the Product or any part thereof; provided however that if the Product cannot be corrected Purchaser shall have all remedies available to it, subject to the limitation of liabilities set forth in Section 11 of this Agreement. Notwithstanding the foregoing, it is Seller's intent to have authorized service providers available to service the Products and remedy such issues and available in Fairbanks, Alaska for such purposes at all reasonable times. Unless otherwise set forth in the Product Warranty attached hereto and



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incorporated herein by reference ("Product Warranty"), the warranty period shall commence upon Acceptance as defined in Section 4.1 hereof (which date shall be confirmed in writing by Seller), and shall continue for twelve (12) consecutive months. Seller makes no warranty for any third party products, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty.

**10.2** (a) No warranty extended by Seller shall apply to any Products:

- (i) which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof none of which is caused by Seller's acts or omissions, or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions made available by Seller on delivery or to maintain the recommended operating environment and line conditions per the manufacturer's instructions;
- (ii) which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party not under Seller's control or authorized by Seller as a service provider for the Products or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval;
- (iii) which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or
- (iv) which have been damaged from the use of operating supplies or consumable parts not approved by Seller.

(b) In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks, and not caused by Seller or its service providers.

(c) For Products installed in Purchaser's facility and for Products Purchaser does not desire to deliver back to Seller for repair/replacement, Seller will effectuate any repairs at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair.

(d) Repair or replacement may be with parts or products that are new, used or refurbished, but only used or refurbished parts that comply with performance and reliability specifications and controls.

(e) Repairs or replacements shall not interrupt, extend or prolong the term of the warranty.

(f) For Products that are readily moveable without causing damage, and for which Purchaser desires to deliver to Seller for repair, Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization.

(g) Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty.

(h) Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty.

**10.3** This warranty is made on condition that written notice of any noncompliance be given to Seller within ten (10) days of Purchaser being aware of the defect and Seller's inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in design materials and/or workmanship).

**10.4** Purchaser shall provide Seller with both on-site and remote access to the Products for performing warranty repairs. The remote access shall be provided through the Purchaser's network as is reasonably necessary for Seller to provide warranty services under this Agreement. Remote access will be established through a broadband internet-based connection to either a Purchaser owned or Seller provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements.

**10.5** Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed outside these hours, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this Section are Seller's initial obligations for breach of warranty (in addition to indemnification obligations), however, if such remedies do not resolve the breach of warranty then Purchaser shall be entitled to any other remedies hereunder.

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**10.6 SELLER MAKES NO WARRANTY OTHER THAN THOSE SET FORTH HEREIN AND IN THE PRODUCT WARRANTY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE WITH RESPECT TO THE PRODUCTS, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.**

**10.7** In the event of any inconsistencies between the terms of this Section 10 and the terms of the Product Warranty, the terms of the Product Warranty shall prevail.

**10.8 Indemnification.** Seller agrees to indemnify and defend Purchaser, its employees, directors, officers and agents (the "Purchaser Indemnitees") from and against any and all third party claims and associated liabilities, obligations, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees) imposed upon or incurred by or asserted against any of the Purchaser Indemnitees, for bodily injuries (including death) or damages to or loss of real or tangible personal property ( "Claims") to the extent that any such Claim arises out of or in connection with the negligent or wrongful acts or omissions of Seller, its employees or agents including in connection with the design or manufacturing of the Product, any Software embedded in the Product, performance of other work under the Agreement including in connection with the Software License Schedule, provided that Seller is given prompt notice of any such Claim and is given all right and power to defend and/or settle such Claim. Seller shall cause its insurers to waive their right of subrogation against Purchaser to the extent Claims arise from Seller's negligence.

Purchaser agrees to indemnify and defend Seller, its employees, directors, officers and agents (the "Seller Indemnitees") from and against any and all Claims imposed upon or incurred by or asserted against any of the Seller Indemnitees, to the extent that any such Claim arises out of or in connection with the negligent or wrongful acts or omissions of Purchaser, its employees or agents including in connection with their performance hereunder, provided that Purchaser is given prompt notice of any such Claim and is given all right and power to defend and/or settle such Claim.

Purchaser shall cause its insurers to waive their right of subrogation against Seller to the extent Claims arise from Purchaser's negligence.

Where both parties, including their respective employees or agents, participated in the liability causing event, each party shall contribute to the common liability a pro rata share based upon its relative degree of fault.

If either party as indemnified party hereunder desires indemnification hereunder, it shall deliver prompt written notice to the other party of a claim subject to its right of indemnification, and the indemnifying party shall have the right to control the defense of such claim (except that that indemnifying party shall not admit liability or cease defending such claim without the indemnified party's consent nor shall the indemnifying party agree to settle any Claim for amounts in excess of the aggregate cap set forth in Section 11.3(III) below without the indemnified party's consent, such consent not to be unreasonably withheld, conditioned or delayed). The indemnified party shall cooperate with the indemnifying party and provide assistance at the indemnifying party's expense..

The obligations of indemnity shall survive the expiration or termination of the Agreement.

## **11. LIMITATION OF LIABILITY**

This Section 11 does not modify the terms of Section 28 which shall prevail.

**11.1** In no event, except for the Liability Exceptions (defined below) and Purchaser's payment obligations hereunder, shall a party's liability hereunder exceed the actual loss or damage sustained by the other party, up to two times the purchase price of the Products (as reflected on the Equipment Quote).

**11.2** The "Liability Exceptions" are: (i) claims for bodily injury (including death) or damages to real property or tangible personal property to the extent arising from the other party's (or its employees, agents or contractors' providing services under this Agreement) negligence or willful misconduct or a Product (including Software embedded in the Product) defect; (b) breach of confidentiality including caused by

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the breaching party's negligence or willful misconduct; or (c) the parties' respective indemnification obligations hereunder. In addition, neither party shall have liability hereunder to the other party to the extent that such other party's or any third party's acts or omissions contributed in any way to any loss it sustained or to the extent that the loss or damage is due to a force majeure occurrence as described herein or any other cause beyond the reasonable control of the party responsible.

**11.3 NEITHER PURCHASER NOR SELLER SHALL BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER OR PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT. HOWEVER, (I) TO THE EXTENT THE FOLLOWING ARE DEEMED TO BE DIRECT DAMAGES BY A COURT OF COMPETENT JURISDICTION, THE LIMITATION ON LIABILITY IN THIS SECTION 11.3 SHALL NOT APPLY TO SUCH DIRECT DAMAGES: LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; AND (II) THE LIMITATIONS OF LIABILITY IN THIS SECTION 11.3 SHALL NOT LIMIT EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER TO THE EXTENT THE INDEMNIFICATION OBLIGATIONS INCLUDE THE FOREGOING TYPES OF DAMAGES, BUT SUCH INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO AN AGGREGATE CAP OF 152% OF THE PURCHASE PRICE OF THE PRODUCTS (AS REFLECTED ON THE EQUIPMENT QUOTE) THAT GAVE RISE TO THE CLAIM, EXCEPT SUCH INDEMNIFICATION OBLIGATIONS SHALL NOT BE SO LIMITED TO THE EXTENT ARISING FROM THAT PARTY'S GROSS**

**NEGLIGENCE OR WILLFUL MISCONDUCT AS ADJUDICATED TO FINALITY BY A COURT OF COMPETENT JURISDICTION.**

**12. INSTALLATION - ADDITIONAL CHARGES**

**12.1 General.** Unless otherwise expressly stipulated in writing, the Products shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller.

**12.2 Installation by Seller.** If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.3 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser, calibrate them to function as specified and shall test the Products. If the Products fail to function as required, Seller shall arrange prompt replacement or repair of any malfunctioning Products, at Seller's expense. Upon completion of testing, Seller shall provide documentation of completion and conformance of the Products to the specifications. Except as otherwise specified below, if such installation and connection are performed by Seller's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses caused by Purchaser shall be additional charges to the prices shown.

**12.3 Purchaser's Obligations.** Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection as generally specified in the specifications. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to



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any certificate of need and zoning variances, but Seller is responsible for any permits needed to perform the services hereunder, including installation and warranty services, and Seller shall assist Purchaser in obtaining any construction permits needed for the facility where the Products will be installed. Purchaser shall provide a suitable environment for the Products per the specifications and shall ensure that its premises are free of hazardous conditions and any concealed or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay, as agreed by Purchaser. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings. If local labor conditions, including a requirement to use union labor, require the use of non-Seller employees to participate in the installation of the Product or otherwise causes delays or any additional expenses, then any such additional costs shall be at Purchaser's expense.

**12.4 Regulatory Reporting.** In the event that any regulatory activity is performed by anyone other than Seller's authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements as required by applicable law.

**12.5 Completion of Installation.** Installation shall be complete upon the conclusion of final calibration and checkout under Seller's standard procedures to verify that the Products meet applicable written performance specifications, with delivery of documentation of completion and conformance by Seller.

Notwithstanding the foregoing, first patient use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

### **13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS**

**13.1 Infringement by Seller.** Seller warrants that the Products, the Software embedded in the Product, or parts thereof, sold hereunder, except for third party products, and their use and operation as contemplated herein do not infringe any U.S. patent or copyright or

trademark or misappropriate any trade secret. If Purchaser receives a claim that any such Products, the Software embedded in the Product, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright or trademark or misappropriate any trade secret, Purchaser shall notify Seller promptly in writing. Provided that Purchaser gives Seller information, assistance and exclusive authority to evaluate, defend and settle such claims, Seller shall at its own expense, indemnify and defend Purchaser against such claims; and may settle such claims (except that any settlement requires Purchaser's prior written consent unless it admits no liability on the part of Purchaser and is fully indemnified by Seller hereunder). Seller shall also procure for Purchaser the right to use the Products, the Software embedded in the Product or parts or modify or replace them to avoid infringement without affecting the functionality of the Products. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall make the Products available for collection by Seller and Seller shall remove the Products and immediately refund to Purchaser the purchase price paid by Purchaser for the Product (as reflected on the Equipment Quote (\$1,972,200)) less reasonable depreciation for Purchaser's use of the Products based on a ten year straight line depreciation method. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement.. **13.2 Infringement by Purchaser.** If the infringing portion of the Products sold hereunder are designed by Seller solely pursuant to drawings or specifications furnished by Purchaser and Seller had no knowledge that such design was infringing, or if the infringement claim is based on a modification or combination of the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void. Configurations of the Products (or any software therein) which do not amount to modifications (but are offered by Seller as adjustments that can be made to the Products) shall not be considered exceptions under this Section 13.2.

### **14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY**

**14.1** Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the



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Products shall remain Seller's property and shall at all times be held in confidence by Purchaser.

**14.2** For all Products which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule attached hereto.

**14.3** Seller and Purchaser shall maintain the confidentiality of any information provided or disclosed to the other party relating to the business, customers and/or patients of the disclosing party, as well as this Agreement and its terms (including the pricing and other financial terms under which the Purchaser will be purchasing the Products). Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's confidential information to its employees, contractors and agents having a need to know this information and who are bound by obligations of confidentiality no less onerous than these. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure or that is required to be disclosed by court order or by law or that is independently developed by a party without use of the other party's confidential information.

## **15. ASSIGNMENT**

**15.1** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld. Any attempt to do so shall be void, except (i) that each party may assign this Agreement without consent but with written notice within ten (10) days after such transfer to any subsidiary or affiliated company or in the event of a reorganization, change in control, merger or sale of all or substantially all of its assets, and (ii) Purchaser may assign this Agreement without consent, but with written notice within ten (10) days after such transfer to any third party which takes over the operation of all or substantially all of Fairbanks Memorial Hospital and/or any related clinics and long term care facilities ("**Third Party Operator**"), and (iii) Seller may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as Seller remains liable for the performance of its obligations under this Agreement and passes through to its subcontractors all applicable terms hereof, including confidentiality. This Agreement shall inure to and be binding upon the parties and their

respective successors, permitted assigns and legal representatives.

## **16. COSTS AND FEES**

**16.1** In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

## **17. MODIFICATION**

**17.1** This Agreement may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

## **18. GOVERNING LAW; WAIVER OF JURY TRIAL**

**18.1** This Agreement shall be governed by the laws of the state where the Product(s) will be installed, without regard to that state's choice of law principles.

## **18.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.**

Any lawsuit by a party relating to this Agreement shall be filed exclusively in the state or federal courts in the State of Alaska having jurisdiction over the parties and the subject matter of the action, and each party irrevocably submits to the sole and exclusive personal and subject matter jurisdiction and venue of such courts with respect to any such lawsuit, and the parties hereby waive all objections to personal and subject matter jurisdiction and venue.

## **19. COST REPORTING**

**19.1** Purchaser agrees that it must fully and accurately report prices paid under this Agreement, net of all discounts, as required by applicable law and contract, including without limitation 42 CFR §1001.952(h), in all applicable Medicare, Medicaid and state agency cost reports. Purchaser shall retain a copy of this Agreement and all other communications regarding this Agreement, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

## **20. INTEGRATION**

**20.1** These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire, complete and

exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products. Purchaser's additional or different terms and conditions stated in a purchase order, bid documents or any other document issued by Purchaser are specifically rejected and shall not apply to the transactions contemplated under this Agreement.

## **21. SEVERABILITY; HEADINGS**

**21.1** No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other portion or provision of this Agreement. Section headings are for convenience only and have no substantive effect.

## **22. WAIVER**

**22.1** No failure and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

## **23. NOTICES**

**23.1** Any notice or other communication under this Agreement shall be deemed properly given if in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof.

## **24. RIGHTS CUMULATIVE**

**24.1** The rights and remedies afforded to each party under this Agreement are in addition to, and do not in any way limit, any other rights or remedies afforded to each party by any other agreement, by law or otherwise except as otherwise set forth in this Agreement.

## **25. END USER CERTIFICATION**

**25.1** Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for lease-back financings).

## **26. ACCESS TO BOOKS AND RECORDS**

**26.1** To the extent required by Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated thereunder, until the expiration of four (4) years after the furnishing of any Product or service pursuant to this Agreement, Seller shall make available, upon written request by the Secretary of

Health and Human Services (the "Secretary"), or upon request by the Comptroller General (the "Comptroller"), or any of their duly authorized representatives, copies of this Agreement and any books, documents, records or other data of Seller that are necessary to certify the nature and extent of any costs incurred by Purchaser for such Products and services. If Seller carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, Seller will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Product or service pursuant to said contract, the related organization will make available upon the written request of the Secretary or the Comptroller, or any of their duly authorized representatives, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by Purchaser for such Product or service.

## **27. DISPOSITION OF PRODUCTS**

**27.1** Purchaser expressly agrees that should Purchaser sell, transfer or otherwise dispose of the Products except to any subsidiary or affiliated company or in the event of a reorganization, change in control, merger or sale of all or substantially all of its assets, Purchaser shall notify Seller in writing and give Seller the opportunity to purchase such Products. With Purchaser's notice, Purchaser shall provide Seller with a copy of the third party's binding offer to purchase the Products and Seller shall have seven (7) days to notify the Purchaser of an offer to purchase the Products, otherwise this clause is null and void.

## **28. BAA**

This Agreement shall constitute an Underlying Agreement as defined in the Business Associate Addendum last executed on March 16, 2017 by and between the parties (the "BAA"). In the event of a conflict between this Agreement and the BAA with respect to the subject matter of the BAA, the BAA shall take precedence. Nothing in this Agreement (including Section 11) shall be construed to limit either party's indemnification obligations and/or any reimbursement obligations to the other party as set forth in the BAA.

## **29. Excluded Provider/Debarred Contractor.**

Purchaser and Seller each represent to the other that (i) it is not and at no time has been debarred, excluded, suspended or otherwise determined to be ineligible to participate in any federally funded health care program, including Medicare and Medicaid (collectively "Debarment" or "Debarred", as applicable) and that it shall promptly notify the other party of any threatened, proposed or actual Debarment; and (ii) it shall not knowingly employ or contract with, with or without compensation, any individual or entity engaged to provide services under the Agreement (singularly or collectively, "Agent") listed by a federal agency as Debarred. To comply with subsection (ii), each party shall make reasonable inquiry into whether any Agent contracted or arranged by it to fulfill the terms of this Agreement has been so excluded. If, at any time after the effective date of this Agreement, it is determined that Seller or Purchaser is in breach of this Section, the other party shall have the right to terminate this Agreement, which termination shall be effective immediately upon notice to the other party of such termination.

**30. Health Testing/Immunizations**

Seller understands and agrees that personnel providing services hereunder on site at Fairbanks Memorial Hospital shall comply with the health testing and immunization requirements established by Purchaser from time to time, including, but not limited to: (a) proof of immunity or immunization to varicella, (b) proof of immunity or immunization to measles, mumps, and rubella, (c) tuberculosis screen, and (d) Hepatitis B vaccination series, or the signature by the subject individual on a waiver declining such series; and (e) influenza immunization.

**31. Compliance with Employment Laws**

Purchaser is a federal contractor, and as such, is obligated to comply with federal, state, and local requirements governing immigration, equal employment, and affirmative action including 42 U.S.C. Sec. 2000(e) et seq., the Civil Rights Act of 1964, the Civil Rights Act of 1991, § 503 of the Rehabilitation Act, 29 U.S.C. § 793, the Vietnam Era Veterans Readjustment Assistance Act, 38 U.S.C. § 4212, as amended, Executive Order 11246 of September 24, 1965, and Executive Order 13496 of January 30, 2009. As a contractor providing services or items to Purchaser, Seller may be obligated to comply with

certain employment requirements. Specifically, where applicable, Seller and any subcontractor(s) shall abide by the requirements of 41 C.F.R § 60-300.5(a) and 41 C.F.R § 60-741.5(a) which prohibit the discrimination against qualified protected veterans and qualified individuals on the basis of disability.

**32. Compliance with Applicable Third-party Standards.**

Seller shall use commercially reasonable efforts to assist the Purchaser in meeting any Joint Commission standards that directly apply to the services being provided by Seller under the Agreement.

**33. Compliance Training.** Each party acknowledges that it has adopted its own corporate compliance program and code of conduct with which it expects its officers, directors, employees and agents to comply, and that it shall be responsible for monitoring and enforcing observance of its own compliance program and taking prompt action to resolve any non-compliance after becoming aware of the same. A copy of each party's compliance program and code of conduct is available upon request.

**34. Health Standards.** Seller acknowledges that Purchaser has implemented health standards for all individuals providing services on-site at a Purchaser clinical facility. Seller shall require that all such Seller personnel comply with drug screening, annual influenza immunizations (due on or before December 1st of each year), and Measles, Mumps, and Rubella (MMR), Varicella, and Tuberculosis (TB) health standards prior to Seller personnel providing services on-site at a Purchaser clinical facility, and Seller shall require that Seller personnel provide proof of such tests upon request. These requirements shall be made available to Seller personnel in advance, or if applicable through Purchaser's vendor credentialing organization, "Vendormate." If Seller personnel are unable to assure compliance with this Section for any requirement, Seller shall require that such Seller personnel entering any Purchaser facility are wearing surgical masks (if such Seller personnel have not obtained influenza immunizations) and whenever entering a patient care area (if such Seller personnel have not obtained the MMR, Varicella and TB health tests or influenza immunization). Surgical masks are provided by Purchaser at no cost to Seller.

**35. Replacement of Contractor Personnel.**



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Purchaser may request Seller to replace any of its personnel providing services under this Agreement if Purchaser reasonably determines that such individual is unfit or is providing unsatisfactory services in performing Seller's obligations. Unless Purchaser requests an immediate removal, Seller shall have a period of seven (7) days following the request to resolve any problems with respect to such individual in a manner that is satisfactory to Purchaser. If Seller is unable to resolve the problem within such seven (7) day period to Purchaser's satisfaction, Seller shall make reasonable business efforts to provide a replacement.

36. **Physician Ownership.** Seller hereby expressly represents and warrants to Purchaser as follows:

The common stock of Seller's ultimate parent holding company, Siemens Healthineers AG, is listed for trading on the Frankfurt Stock Exchange and can be purchased on the open market. The only ownership or financial interest that any physician or any physician organization has in Seller, is an ownership, financial or future interest in Siemens Healthineers AG publicly traded securities, and, except with respect to those physicians that are now or may in the future become employees or fiduciary agents of Seller, no physician has participated in the negotiation of this Agreement.

05/15 Rev.

## **Software License Schedule to the Siemens Medical Solutions USA, Inc. General Terms and Conditions**

**1. DEFINITIONS:** The following definitions apply to this Schedule:

**"Agreement"** shall mean the attached Quotation for Products [#\_\_\_] including the Terms and Conditions of

Sale and applicable schedules including this Software License Schedule.

**"Licensor"** shall mean Siemens Medical Solutions USA, Inc.

**"Licensee"** shall mean The Greater Fairbanks Community Hospital Foundation, Inc.

**"Software"** shall mean the software described in the attached Quotation for Products that is part of this Agreement, including the following as contained therein as it may be updated or revised from time to time under warranty or software maintenance as provided for in the Agreement or under a separate agreement covering such maintenance between the parties: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

**"Documentation"** shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.

**"Designated Unit"** shall mean a single control unit or computer identified on the Quotation for Products that is part of this Agreement, on which Software licensed hereunder may be used by Licensee and its Authorized Users.

**"Authorized Users"** means the employees and agents of Licensee, its wholly owned subsidiaries and any Third Party Operator who are bound by obligations of confidentiality no less onerous than those set forth in this Agreement.

**2. SCOPE:** The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by

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Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**

### **3. SOFTWARE AND DOCUMENTATION**

**LICENSE:** Subject to the terms and conditions of this Agreement, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee, and its Authorized Users that manage or are authorized to service or use the Designated Unit, a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's and its Authorized Users' use on the Designated Unit and to use the Documentation in support of Licensee's and its Authorized Users' authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each Designated Unit on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's and the Authorized Users' authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its Authorized Users and other persons on Licensee's premises (including its agents that manage or are authorized to service or use the Designated Unit) to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided

in this Schedule. If the Software is supplied to any unit or agency of the United States Government other than the Department of Defense, the Software and Documentation are classified as "restricted computer software" and the Government's rights in the Software and Documentation shall be as provided in paragraph (c) (2) of the Commercial Computer Software-Restricted Rights clause in FAR 52.227-19 and any successor laws, rules or regulations thereto. If the Software is supplied to the United States Department of Defense, the Software is classified as "commercial computer software" and the Government is furnished the Software and Documentation with "restricted rights" as defined in paragraph (c) (1) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013 and any successor laws, rules or regulations thereto.

### **4. PROPRIETARY PROTECTION AND**

**CONFIDENTIALITY:** Ownership of and title to the Software and Documentation and all copies, in any form, licensed under this Schedule are and will remain in Licensor or its suppliers at all times. Licensee shall not (i) remove any copyright, trade secret or other proprietary right notices contained on or in the Software or Documentation as provided by Licensor, (ii) reproduce or modify any Software or Documentation or copy thereof, (iii) reverse assemble, reverse engineer or decompile any Software, or copy thereof, in whole or in part (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation), (iv) sell, transfer or otherwise make available to others the Software or Documentation, or any copy thereof, except as expressly permitted by this Schedule, or (v) apply any techniques to derive any trade secrets embodied in the Software or Documentation. Licensee shall take all appropriate actions to ensure that: (i) the Software does not leave the Designated Unit's equipment location as set forth above, (ii) the Software is not copied by Licensee or any third parties, and (iii) the Software is not used in any equipment other than the Designated Unit. Licensee shall secure and protect the Software and Documentation and copies thereof from disclosure and shall take such actions with its employees and other persons who are permitted access to the Software or Documentation or copies as may be necessary to satisfy Licensee's obligations hereunder. Prior to disposing of any computer medium, computer memory or data storage apparatus, Licensee shall ensure that all copies of Software and Documentation have been erased therefrom or

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otherwise destroyed. In the event that Licensee becomes aware that any Software or Documentation or copies are being used in a manner not permitted by the license, Licensee shall immediately notify Licensor in writing of such fact and if the person or persons so using the Software or Documentation are employed or otherwise subject to Licensee's direction and control, Licensee shall use reasonable efforts to terminate such impermissible use. Licensee will fully cooperate with Licensor so as to enable Licensor to enforce its proprietary and property rights in the Software. Licensee agrees that, subject to Licensee's reasonable security procedures, Licensor shall have prompt access to the Software at all times (but the foregoing is not a warranty as to any availability) and that Licensor may take immediate possession thereof upon termination or expiration of the associate license or this Schedule. Licensee's obligations under this paragraph shall survive any termination of a license, the Schedule or the Agreement.

**5. UPDATES AND REVISIONS:** During the warranty period or under a separate service contract or software update subscription, revised or updated versions of the Software licensed under this Schedule may be made available, at Licensor's option, to Licensee to use or to test while Licensee continues use of a previous version. Licensee has the right to decide whether to install any such revised or updated versions or to continue use of the previous version after giving due regard to the United States Food and Drug Administration rules and regulations. However, Licensee shall pay Licensor for any services necessitated by any modifications of the Software by Licensee or by Licensee's failure to utilize the current non-investigational version of the Software provided by Licensor. Updates will be made to comply with law and correct errors as part of and provided during the warranty period or under a separate service contract or software update subscription. Software updates that provide new features or capabilities ("Upgrades") or that require hardware changes will be offered to Licensee at purchase prices established by Licensor. Licensor retains the right to determine whether an update represents an enhancement of a previously purchased capability or an Upgrade for which the Licensee will be charged, and shall make such determination for consistent application across all Licensor customers. At the discretion of Licensee, Upgrades may be purchased separately or under a separate service contract or software update subscription maintenance services separately

purchased from Licensor. In addition, some updates may require Applications Training performed by Licensor's personnel that will be offered at Licensor's prevailing rates. Licensor retains the sole right to determine whether an update requires such training.

#### **6. DELIVERY, RISK OF LOSS AND**

**TITLE:** Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation licensed hereunder shall be delivered on or about the delivery date stated in the Agreement unless a separate delivery date is agreed upon. If Software or Documentation licensed hereunder is lost or damaged during shipment from Licensor, Licensor will promptly replace it at no charge to Licensee. If any Software or Documentation supplied by Licensor and licensed hereunder is lost or damaged while in the possession of Licensee, Licensor will replace it at Licensor's then current applicable charges, if any, for materials, processing and distribution. Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation, in any form, and all copies made by Licensee, including partial copies, and all computer media provided by Licensor are and remain the property of Licensor or its supplier. Licensee has no right, title or interest in the Software, the Documentation, or any computer media provided by Licensor, or copies, except as stated herein, and ownership of any such Software, Documentation and computer media shall at all times remain with Licensor or its suppliers.

**7. LICENSE TRANSFER:** The Software and Documentation, and the license hereunder, may not be assigned, transferred or sublicensed except as hereinafter provided. Upon the sale or lease of the Designated Unit to a third party, Licensee may transfer to such third party with thirty (30) days' advance written notice to Seller (except that such notice may be given within ten (10) days after the transfer to any Third Party Operator or in the event of a transfer to any subsidiary or affiliated company or in the event of a reorganization, change in control, merger or sale of all or substantially all of Licensor's assets), the license to use the Software and Documentation hereunder, together with the Software, the Documentation, the computer media provided by Licensor, and all copies provided that: (i) Licensee notifies Licensor in writing of the name and address of such third party; (ii) such third party is bound by the terms of this Agreement, including this Schedule and (iii) Licensee does not



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retain any copies of the Software or Documentation in any form.

#### **8. WARRANTIES:**

##### **8.1 Warranties.** Licensor warrants that:

(a) Licensor has the right to grant the licenses hereunder;

(b) the Documentation will describe fully and accurately the features and functions of the Software;

(c) Licensor will identify, screen and prevent and will not itself intentionally install any disabling code in any Software;

(d) Licensor will use commercially reasonable efforts to prevent viruses from being coded or introduced into any of the Software or the Designated Unit;

(e) for the warranty period provided by Licensor under the attached Terms and Conditions of Sale, if any, the Software shall comply with all applicable laws, conform in all material respects to Licensor's published specifications as contained in the applicable supporting Documentation and will function with the Designated Unit of which it forms part. This paragraph replaces Paragraphs 10.1 and 10.4 of any such Terms and Conditions of Sale with respect to the Software and Documentation. Such Documentation may be updated by Licensor from time to time and such updates may constitute a change in specification but shall in no event materially degrade the functionality. Licensee acknowledges that the Software is of such complexity that it may have inherent or latent defects but the foregoing does not relieve Licensor of its warranty and service obligations. As Licensee's remedy under the warranty, Licensor will provide services, during the warranty period, to correct documented Software errors which Licensor's analysis indicates are caused by a defect in the unmodified version of the Software as provided by Licensor in a prompt manner, and if they cannot be rectified then Licensee shall have all remedies available in this Agreement. Licensee is responsible for determining the appropriate use of and establishing the limitations of the Software and its associated Documentation as well as the results obtained by use thereof.

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#### **TRADE-IN EQUIPMENT REQUIREMENTS**

**THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE IN OR IF A TRADE-IN IS LATER ADDED TO THIS QUOTATION VIA A CHANGE ORDER. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS ON THE QUOTATION AND SHALL REMAIN IN**

**EFFECT REGARDLESS OF ANY CONTRARY  
LANGUAGE IN THE QUOTATION.**

This Quotation includes the trade-in equipment described herein and referenced by either the Project Number identified in the Quotation hereof (non-Ultrasound) or the Trade In Part Number (Ultrasound) as further described in the associated Trade Sheet which is incorporated herein by reference. Purchaser certifies that the description of the trade-in equipment as set forth on the Trade Sheet is a true and accurate representation of the equipment, and that the equipment is provided on an AS IS WHERE IS basis.

The trade-in equipment must be made available for removal no later than turnover of the new equipment. Purchaser must vacate the room of all items not listed on the Trade Sheet, or otherwise clearly identify all items listed on the Trade Sheet, prior to the start of the de-installation. If this is not done, Seller will have no liability for items which are subsequently removed or scrapped. If the de-installation or return of the trade-in equipment is delayed by Purchaser from the dates agreed on the project plan for reasons other than a force majeure event or caused by Seller, or if any items listed as included on the Trade Sheet are not made available at the time of de-installation, then trade-in value will be re-evaluated and, upon agreement of the parties, any loss in value shall be deducted from the established trade-in value and the pricing set forth on this Quotation will be adjusted by change order. In the event that access to the non-ultrasound trade-in equipment is denied past 14 days from turnover, or access to ultrasound trade-in equipment is denied past 30 days from turnover, due solely to Purchaser's delay or fault from the dates agreed on the project plan, then Purchaser shall pay to Seller a rental fee in the amount 3.5% of the total trade-in value plus any additional value provided by an Elevate/Promotional program included in this quotation (no less than \$1000) for each month, or part thereof, that access is denied and Purchaser continues to use the equipment to be traded in. In addition, if the purchase and installation of the new equipment covered by this Quotation is not completed for any reason, then the trade-in of the

equipment referenced in this Quotation and in the Trade Sheet Project shall not be completed by the parties.

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to Seller to transfer title and ownership of the equipment to Seller, and (ii) it is Purchaser's sole responsibility to delete all protected health information and any other confidential information from the equipment prior to de-installation as long as Siemens gives Purchaser timely access to trade-in equipment.

FOR MR SYSTEMS: cryogen levels must be least 65% upon time of de-installation. FOR MOBILE SYSTEMS: system must be road worthy and a state issued title transferring ownership to Seller (or Designee) must be received prior to the removal of the mobile system. FOR MODALITY TRADE SYSTEMS (non-ultrasound): The trade-in equipment must be available for inspection within two weeks of the scheduled de-installation date. In addition, Purchaser must provide a clear path for the removal of the trade-in equipment and on the date of de-installation after final inspection and test by the Seller (or Designee) has occurred, the Purchaser must supply licensed tradespeople to disconnect the power and plumbing (including draining and removing and disposing of any hazardous materials including, but not limited to glycol from the chiller and oil from the transformer, as examples.) Any additional costs due to the need to use a larger rig (other than a standard 80 ton rig), as well as any construction activities, street closings, permits, etc., required to de-install/remove the equipment are out-of-scope costs and will be the responsibility of Purchaser. FOR ULTRASOUND SYSTEMS – Purchaser may provide transducers with the ultrasound unit being traded in, but will not receive additional credit for such transducers.

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## Software License Schedule to the Siemens Medical Solutions USA, Inc. General Terms and Conditions

**1. DEFINITIONS:** The following definitions apply to this Schedule:

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#### **TRADE-IN EQUIPMENT REQUIREMENTS**

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This Quotation includes the trade-in equipment described herein and referenced by either the Project Number identified in the Quotation hereof (non-Ultrasound) or the Trade In Part Number (Ultrasound) as further described in the associated Trade Sheet which is incorporated herein by reference. Purchaser certifies that the description of the trade-in equipment as set forth on the Trade Sheet is a true and accurate representation of the equipment, and that the equipment is in good working condition unless otherwise noted on the Trade Sheet.

The trade-in equipment must be made available for removal no later than turnover of the new equipment. Purchaser must vacate the room of all items not listed on the Trade Sheet, or otherwise clearly identify all items listed on the Trade Sheet, prior to the start of the de-installation. If this is not done, Seller will have no liability for items which are subsequently removed or scrapped. If the de-installation or return of the trade-in equipment is delayed by Purchaser for reasons other than a force majeure event, or if upon inspection by Seller it is determined that the equipment does not meet the manufacturer's operating specifications, or if any items listed as included on the Trade Sheet are not made available at the time of de-installation, then trade-in value will be re-evaluated and any loss in value or additional costs incurred by Seller shall be deducted from the established trade-in value and the pricing set forth on this Quotation will be adjusted by change order. In the event that access to the non-ultrasound trade-in equipment is denied past 14 days from turnover, or access to ultrasound trade-in equipment is denied past 30 days from turnover, then Purchaser shall pay to Seller a rental fee in the amount 3.5% of the total trade-in value plus any additional value provided by an Elevate/Promotional program included in this quotation (no less than \$1000) for each month, or part thereof, that access is denied. In addition, if the purchase and installation of the new equipment covered by this Quotation is not completed, then Seller shall invoice Purchaser for all costs and expenses incurred by Seller in connection with the de-installation and removal of the trade-in equipment, including but not limited to labor, materials, rigging out, and transportation, which costs shall be paid by Purchaser within thirty (30) days of the invoice date.

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to Siemens to transfer title and ownership of the equipment to Seller, (ii) it is Purchaser's sole responsibility to delete all protected health information and any other confidential information from the equipment prior to de-installation, without damaging or cannibalizing the equipment or otherwise affecting the operation of the equipment in accordance with its specifications, (iii) the equipment, including all updates, upgrades, modifications, enhancements, revisions, software, S/W disks and manuals, shall be returned to Siemens in good operating condition, reasonable wear and tear excepted, and (iv) to the extent not prohibited by applicable law, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, causes of action, damages, liability, costs and expenses (including reasonable attorney's fees) resulting or arising from Purchaser's failure to comply with item (i) above.

FOR MR SYSTEMS: cryogen levels must be least 65% upon time of de-installation. FOR MOBILE SYSTEMS: system must be road worthy and a state issued title transferring ownership to Seller (or Designee) must be received prior to the removal of the mobile system. FOR MODALITY TRADE SYSTEMS (non-ultrasound): The trade-in equipment must be available for inspection within two weeks of the scheduled de-installation date. In addition, Purchaser must provide a clear path for the removal of the trade-in equipment and on the date of de-installation after final inspection and test by the Seller (or Designee) has occurred, the Purchaser must supply licensed tradespeople to disconnect the power and plumbing (including draining and removing and disposing of any hazardous materials including, but not limited to glycol from the chiller and oil from the transformer, as examples.) Any additional costs due to the need to use a larger rig (other than a standard 80 ton rig), as well as any construction activities, street closings, permits, etc., required to de-install/remove the equipment are out-of-scope costs and will be the responsibility of Purchaser. FOR ULTRASOUND SYSTEMS – Purchaser may provide transducers with the ultrasound unit being traded in, but will not receive additional credit for such transducers.

Siemens Medical Solutions USA, Inc.  
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE  
Natasha Snyder  
natasha.snyder.ext@siemens-healthineers.com

## CT Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	Period of Warranty <sup>1</sup>	Coverage	
SOMATOM.go			SOMATOM.go requires Smart Remote Services (SRS) Connection prior to system installation or requires purchase of "No SRS" option.
CT System (not including consumables)	12 months	Full Warranty (parts & labor, including ALL tubes)  Principal Coverage Period 8am-5pm Monday through Friday <sup>2</sup>	

**The parts warranty below only applies to purchased parts, not to replacement parts provided pursuant to a warranty. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty.**

Vectron	Prorated to a maximum of 160,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = $(160,000 - \text{scan-seconds used}) / 160,000 * 100$
Straton	Prorated to a maximum of 160,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = $(160,000 - \text{scan-seconds used}) / 160,000 * 100$
Dura 181, 202, 302, 352	Prorated to a maximum of 40,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = $(40,000 - \text{scan-seconds used}) / 40,000 * 100$
Dura Akron B tubes	Prorated to a maximum of 40,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = $(40,000 - \text{scan-seconds used}) / 40,000 * 100$
Dura Akron Q tubes	Prorated to a maximum of 30,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = $(30,000 - \text{scan-seconds used}) / 30,000 * 100$
Dura Akron 422 tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = $(100,000 - \text{scan-seconds used}) / 100,000 * 100$
Dura Akron 688 tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = $(100,000 - \text{scan-seconds used}) / 100,000 * 100$
Chronon tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = $(100,000 - \text{scan-seconds used}) / 100,000 * 100$



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Athlon tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Consumables	Not covered		

<b>Post-Warranty (after expiration of system warranty) – Replacement parts only!</b>			
Items above	As described above, but parts only	As described above, but parts only	As described above, but parts only
Spare Parts	6 months	Parts only	

Note: Optional extended warranty coverage can be obtained by purchase of a service agreement.

<sup>1</sup> Period of warranty commences from Acceptance.

<sup>2</sup> Standard deliverable independent of subsequent service contract commitment

## Detailed Technical Specifications

### SOMATOM Drive

Part No./Product	Description
<b>14460776 SOMATOM Drive</b>	<p>The SOMATOM Drive contains two new Straton MX Sigma tubes and Sigma generators to boost the power and enable an industry standard of low kV imaging with a significant step towards personalization with 10kV steps. Both tubes can be used with Tin Filters, for further dose reduction in non-contrast imaging and lung cancer screening.</p> <p>This is in conjunction with two StellarInfinity Detectors &amp; Integrated IR (Iterative Reconstruction), including key technologies TrueSignal and Edge Technology, the SOMATOM Drive routinely generates ultra-thin 0.5 mm slices e.g. for most accurate stenosis, plaque and stent analysis.</p> <p>Available with 75 ms temporal resolution, faster than any conventional CT on the market, providing whole organ dynamic imaging and routine true Dual Energy scans.</p> <p>All this power and precision is backed by three key technology areas-</p> <p>DistinCT Imaging: focused on providing the most specific parameters for best quality and lowest dose for each individual patient regardless of circumstances that they are in.</p> <p>DistinCT Reading: focused on providing the quickest access to all diagnostic images regardless of the time of day, number of patients or the advanced nature of a study.</p> <p>DistinCT Function: focused on providing access to more quantitative data to enhance patient diagnosis and treatment outcomes.</p> <p>SOMATOM Drive - provides the capabilities to "Drive Precision for all" patients.</p>
<b>14460584 DistinCT Imaging</b>	We combine our market leading applications to make this the most Distinct scanner for our customers. Including SureView, Flash Spiral, Dual Adaptive Dose Shields, CARE Dose 4D, CARE kV, CARE Child, CARE Profile, CARE Dashboard, CARE Bolus, Dose MAP, FAST Adjust, XXL Mode 2cm and ADMIRE.
<b>14460585 DistinCT Imaging - Advanced</b>	We combine the unique features of the SOMATOM Drive, to push the most distinct CT scanner to its maximum potential, including the full power of the Straton MX Sigma tube - DistinCT - Sigma High Power including, High Power 70 and High Power 80, Dual Power 4cm, 10kV Steps, X-CARE and CARE Contrast III. Additionally Tin Filter scanning allows reaching new levels in low dose non-contrast scans.
<b>14460778 DistinCT Reading</b>	We combine our market leading applications to make reporting consistent, fast and simple for our customers. Includes VRT, Workstream 4D and Extended FoV.
<b>14447380 DistinCT Reading - Advanced</b>	<p>We combine our advanced applications to make reporting of complex and atypical anatomical structures faster and simpler.</p> <p>Includes iMAR for anatomically driven metal artifact reduction, combines three successful approaches (beam hardening correction, normalized sinogram inpainting and frequency split). This allows to reduce metal artifacts caused by metal implants.</p> <p>FAST Spine, providing anatomically aligned preparation of spine recons with just a single click.</p> <p>HD FoV Pro, designed to enable visualization of the human body parts and skin line located outside of the 50cm standard scan field of view, based on an algorithmic complement of missing detector data outside of the 50cm standard scan FoV. The image quality for the area outside the 50cm standard scan field of view does not meet the image quality of the area inside the 50cm standard scan field of view. Image artefacts may appear, depending on the patient setup and anatomy scanned.</p>

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Part No./Product	Description
	zUHR for functionality improved spatial resolution.
<b>14460591 FAST Integrated Workflow</b>	<p>We combine our market leading applications to make positioning simple for our customers.</p> <p>The world's first 3D camera integrated into a CT positioning workflow is available as an option and allows automatic patient positioning in the examination room.</p> <p>The FAST 3D camera captures the patient's shape, position, and height in three dimensions. Using infrared measurement, it even recognizes body contours: for example, when people are wearing heavy clothes or blankets.</p> <p>Specialized applications support accurate and reproducible positioning: FAST Isocentering, at the push of a button, provides the correct isocenter position, enabling the right dose modulation and consistent images.</p> <p>FAST Range supports scanning the correct body region in the topogram with no cut-off – by aligning the automatically identified anatomical position with the protocol.</p> <p>FAST Direction helps safeguard the right scan direction of the topogram, which is crucial when moving the table with infused patients.</p> <p>FAST Topo - enables faster scan speeds in topograms, which minimizes breath-hold artifacts. It also has the potential to decrease the topogram dose.</p> <p>FAST Planning - assists scan and reconstruction planning, based on a topogram, to provide an easier, faster and standardized workflow in CT scanning.</p> <p>FAST 3D Align - automatically corrects misalignment of anatomic structures, organs of the patient. It aligns those to fit it to the selected reconstruction plane for a highly automated reconstruction workflow. Additionally, it minimizes the black area in the image by automatically adjusting the recon field of view selection.</p>
<b>04437310 C.A.R.E TransX</b>	Radiolucent, portable tabletop with stabilizing and carrying straps for comfortable patient transfer to the CT table and for transport.
<b>04437328 Headrest TransX</b>	Radiolucent slip-on headrest for secure positioning and immobilization of the patient's head on the TransX removable CT tabletop.
<b>14447337 Multi-purpose table</b>	The Multi-Purpose table is especially designed for multi-disciplinary use, while still enabling ultra-fast spiral scanning up to 458 mm/s. Its flexible design allows exchange of table tops for routine radiology, Trauma or bariatric use. Table load capacity up to 307 kg / 676 lbs. with bariatric table top (High Capacity Patient & Trauma Table Top). Physiological Measurement Module included.
<b>14460587 DistinCT Function - DE</b>	Dual Energy scanning options including Tin Filter modes and the applications to introduce Dual Energy as part of your routine daily workflow. Includes FAST DE results and FAST DE with Workstream 4D.
<b>14460781 Adapt. 3D Intervent. Suite Wireless</b>	<p>The complete solution for 2D and 3D non fluoroscopic and 2D fluoroscopic minimal invasive volume interventions.</p> <p>The Adaptive 3D Intervention Suite contains Adaptive 3D Intervention for 3D volume intervention. Intervention Pro for spiral and sequential non- fluoroscopic interventional procedures and complete organ coverage with maximal flexibility and with minimal single click effort</p> <p>i-Fluoro CT for CT allows for 2 dimensional interventional fluoroscopic procedures</p> <p>i-Control CT supports interventional procedures as independent remote unit</p> <p>Foot switch for radiation release (x-ray).</p>
<b>14468072</b>	The dual monitor solution with integrated radiation protection shield enables access to images and

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Natasha Snyder  
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Part No./Product	Description
<b>Dual Mon. Ceil. Supp. with Shield</b>	<p>scan data while interacting with the patient in the scan room. The high resolution, flicker free, 19-inch (48 cm) color flat panel displays are mounted at the ceiling support. The space-saving ceiling installation along with the large movement range of the support allows maximum operating convenience when positioning the monitor and the radiation protection shield.</p> <p>Ceiling Support Base Ceiling support including radiation protection shield for the accommodation and safe installation of one or two flat screen monitors in the examination room.</p> <p>19" flat screen monitor (2x) The 19" monitors support CT interventions and CT fluoroscopy with a display in the examination room.</p>
<b>PSPD250480Y3K Surge Protective Device (SPD)</b>	
<b>CT_STELLAR_INF Stellar Infinity</b>	Siemens' second generation fully integrated detector with TrueSignal and Edge technologies. Due to the full electronic integration of the Stellar Infinity detector, electronic components (microchips, conductors, etc.) are integrated directly at the photo diode. This reduces electronic noise coming from the detector elements and thus significantly improves the signal-to-noise ratio (SNR) for optimized dose efficiency and image quality.
<b>14460588 DistinCT Function - Cardiac (Optional)</b>	Cardiac scanning options to enable the simple to use, routine cardiac CTA and calcium scoring workflows, including beta blocker independent scanning, one heart beat scanning and flex scanning to enable functional imaging at low doses. Includes: Heart View, Cardio Best Phase Plus and syngo Calcium Scoring CT.

# Quotation

Sales Support  
tel (800) 633-7231  
fax (412) 406-0952  
[radiologysolutions.bayer.com](http://radiologysolutions.bayer.com)

Bayer HealthCare LLC  
1 Bayer Drive  
Indianola, PA 15051



Quote No. Q-00051492

**This quotation has been prepared for: Fairbanks Memorial Hospital**

Issued on 10/19/2021

Valid until 12/18/2021

Trade-in required No

## Your Bayer Sales Team:

Alexandra Rulli, , [lexi.rulli@bayer.com](mailto:lexi.rulli@bayer.com)

## Quotation Overview

Bayer's diagnostic imaging products, software, and equipment service help healthcare teams in radiology address their critical performance, quality, uptime, and scheduling requirements.

**Please note:** If pricing and terms of this [order/quote] are based upon your current Group Purchasing Organization (GPO) affiliation, any change to your current affiliation may require a new quote or updated terms and pricing.

>See [Products and Services Details](#) in this quote, or refer to your invoice, for an itemized breakdown of quoted products.

## Imaging Products and Services

Product Name	Total List Price	YOUR PRICE
Stellant FLEX - Medrad® Stellant® FLEX Injection System(s)	\$106,511.60	\$62,351.90
<b>TOTAL</b> (Local taxes, shipping and/or handling to be invoiced when applicable)	<b>\$106,511.60</b>	<b>\$62,351.90</b>

## Products and Services Details

### Stellant FLEX- Medrad® Stellant® FLEX Injection System(s) and Related Products/Services

Item(s)	Catalog No.	Qty	Unit List Price	Contracted Price	YOUR PRICE
Medrad® Stellant Flex® CT Injection System with OCS	FLEX OCS	1	\$54,950.00	\$0.00	\$24,900.00
Contrast Dose Management Certegra® CT Point of Care software	CDM-POC-FLEX - Package	1	\$13,500.00	\$0.00	\$8,275.00
Installation - Medrad® Stellant® FLEX CT Injection System with Informatics - OCS Mount	INS SCT FLEX CS IN	1	\$4,650.00	\$0.00	\$4,650.00
Contrast Dose Management Certegra® Point of Care software implementation fee	MIS SVS INT - Package	1	\$3,500.00	\$0.00	\$2,500.00
Contrast Dose Management Outbound PACS interface	CDM-PACS-2 - Package	1	\$3,500.00	\$0.00	\$2,250.00



Quotation prepared for: Fairbanks Memorial Hospital

Issued on 10/19/2021

Valid until 12/18/2021

Certegra Patient Weight Dosing Software - Abdomen Application	MISP3TA - Package	1	\$7,500.00	\$0.00	\$2,000.00
Contrast Dose Management interface implementation fee	MIS SVS INT-1D	1	\$650.00	\$0.00	\$650.00
Subtotal					\$45,225.00
TOTAL					\$45,225.00
GRAND TOTAL (Local taxes, shipping and/or handling to be invoiced when applicable)					\$45,225.00





Annual Software Support

Software Support includes technical/application support and available software updates over the Support term identified below, in accordance with the terms and conditions of the applicable Software License and Maintenance Agreement.

Software Support Details	
Product Description	Total Price
1st Year POS CDM software support - Included with License	\$0.00
2nd Year Software Support	\$1,894.50
3rd Year Software Support	\$1,951.34
4th Year Software Support	\$2,009.88
5th Year Software Support	\$2,070.17

Software support is paid annually, unless pre-paid with license purchase. Amount shown below includes total software support paid over term, which may include software support pre-paid with the license purchase.

Software Support Total \$7,925.89



VirtualCARE Remote Support Acknowledgement

Please note, VirtualCARE® is available for most MEDRAD® Injection Systems. Please discuss any possible exclusions or capability limitations with your Sales Representative.  
I acknowledge VirtualCARE® Remote support as an entitlement of our injector warranty and agree to the install at the time of the injector install.

<b>IT Contact Name</b>	<b>Phone</b>	<b>Email</b>
<div></div>	<div></div>	<div></div>
Type or write name	(000) 000-0000	Type or write email address
<b>Customer Approver Name</b>	<b>Customer Approver Title</b>	
<div></div>	<div></div>	
Type or write name	Type or write title	
<b>Customer Approver Signature</b>	<b>Date</b>	
<div>X</div>		
Please print and sign	MM/DD/YY	

☐ I would like to opt out of VirtualCARE Remote Support.

# Quotation

Sales Support  
tel (800) 633-7231  
fax (412) 406-0952  
[radiologysolutions.bayer.com](http://radiologysolutions.bayer.com)

Bayer HealthCare LLC  
1 Bayer Drive  
Indianola, PA 15051



Quote No. Q-00051492

This quotation has been prepared for: **Fairbanks Memorial Hospital**

Issued on 10/19/2021

Valid until 12/18/2021

Trade-in required No

## Your Bayer Sales Team:

Alexandra Rulli, , [lexi.rulli@bayer.com](mailto:lexi.rulli@bayer.com)

If you are using this quote as a purchase order, please complete the Acceptance and Billing information below:

## Acceptance and Billing

Your signature below indicates your acceptance of this Agreement, including the terms and conditions included as part of this document. Please complete the information below, along with your Purchase Order referencing Quote # Q-00051492, and email this form to Sales Support at [risalessupport@bayer.com](mailto:risalessupport@bayer.com) AND your , Alexandra Rulli, at [lexi.rulli@bayer.com](mailto:lexi.rulli@bayer.com).

If pricing and terms of this order are based on your current Group Purchasing Organization (GPO) affiliation, any change to your current affiliation may require a new quote or updated terms and pricing. If your organization is tax exempt, please notify Sales Support at 1-800-633-7231.

### Payment terms

30 days due net

### Terms of Delivery

FAIRBANKS

### Customer contact

### Address

1650 Cowles St  
Fairbanks, AK 99701

### Billing Information

1650 Cowles St  
Fairbanks, AK 99701

### Customer Number

3155895

### Phone

### Additional Customer Comments

### PO#

Write PO number

### PO Amount

Write PO amount

### Customer Approver

Write customer name

### Customer Approver Title

Write customer title

### Billing Email Address (if applicable)

Write email address

### Customer Approver Signature

X

### Date

Please print and sign

MM/DD/YYYY

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All Pricing is in U.S. Currency.

Page 5 of 6



## Quotation continued

Quotation prepared for: Fairbanks Memorial Hospital

Issued on 10/19/2021

Valid until 12/18/2021

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## Bayer Product Terms and Conditions

Please click on the relevant product name below to review terms and conditions

### DEVICES

[Bayer Product Terms and Conditions](#)



**Valued Customer**

Proposal No.: LQ-624442-07

Date: 12/14/2021

Expiration Date: 2/12/2022

Prepared By: Amber Nobbe

Shipment Method: Ground (FOB jobsite)

Payment Method: Net 30 days

Warranty: See Liko Warranty Attached

 Leadtime: 4-6 Weeks (from receipt of PO  
and Approved Shop Drawings)

Customer ID: 624442

**Project Name: Liko Patient Lift Proposal -**
**Project Location: FAIRBANKS MEMORIAL HOSPITAL - FAIRBANKS, AK**

For questions regarding this proposal, please contact: Jack G Kowal - Account Executive - Acute Care, +1 907 350 9354, Email: jack.kowal@hillrom.com

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	LIKO Ceiling Mounted Patient Lift, Traverse Rail System (800 lbs Capacity) includes: LIKOGUARD™ XL Lift Motor (800 lbs Max capacity), In-Rail Charging, Straight Rails, SlingGuard™ Slingbar 670 Twin w/QR and Supports. (1) Existing 5.4m H160 Rail on site to be used	\$ 7,216.28	\$ 7,216.28
1	LIKO Installation Services includes: Labor & Material to install patient lift(s) listed above within one mobilization to jobsite, final weight testing and certification.	\$ 9,000.00	\$ 9,000.00
1	Engineering Services - Option 2: includes design of the attachment to the building structure and signed and sealed calculations.	\$ 1,600.00	\$ 1,600.00
1	Freight to Fairbanks, AK	\$ 850.00	\$ 850.00
<b>NOTE:</b> This Proposal is based upon the lift supports being mounted to a concrete deck structure above the ceiling using Hilti expansion anchors, strut channel, and with interstitial distance less than 6'-0". If the lift supports must be attached to a different type of building structure, or the interstitial distance is more than 6'-0", the installation cost may need to be adjusted.			

 Grand Total: \$ **18,666.28**

\* Plus any applicable sales tax

**See PROPOSAL NOTES, CONSIDERATIONS and EXCLUSIONS**
**Proposal Acceptance:**

This proposal document can be used in lieu of a hard copy purchase order by signing this document and supplying a Purchase Order number.

Signature/Title: \_\_\_\_\_ Printed Name: \_\_\_\_\_ PO Number: \_\_\_\_\_

**FINANCING OPTIONS NOW AVAILABLE, please contact your Hillrom sales representative for more information.**

The pricing provided on this proposal is considered proprietary and confidential information of Hillrom. Except for disclosure only to those employees and agents whose work requires such disclosure and who have agreed to maintain such information in confidence, the pricing information shall not be disclosed by Customer to any person, firm or entity without the express written consent of Hillrom.

## PARTS SUMMARY

Date: 12/14/2021  
 Project No.: LQ-624442-07  
 Project Name: Liko Patient Lift Proposal -  
 Project Location: FAIRBANKS MEMORIAL HOSPITAL - FAIRBANKS, AK  
 Customer ID: 624442  
 Sales Contact: Jack G Kowal - Account Executive - Acute Care, +1 907 350 9354, Email: jack.kowal@hillrom.com

### Area/Room Numbers:

Total Qty	Product	Product Description
1	LikoGuard™ Overhead Lift	LIKO Ceiling Mounted Patient Lift, Traverse Rail System (800 lbs Capacity) includes: LIKOGUARD™ XL Lift Motor (800 lbs Max capacity), In-Rail Charging, Straight Rails, SlingGuard™ Slingbar 670 Twin w/QR and Supports. (1) Existing 5.4m H160 Rail on site to be used

EQUIPMENT						
Qty	Part #	Description	UofM	Comments	Part Weight (lbs)	Part Weight Extd (lbs)
1	3301040	LikoGuard™ XL Lift Motor (800 lbs Max)	pce		30.9	30.9
1	3306010	HandControl for LikoGuard™ - 2 Button	pce		0.7	0.7
1	3307510	Carriage for LikoGuard™ - IRC	pce		1.1	1.1
1	3305540	IRC Charger for LikoGuard™	pce		0.7	0.7
1	3308540	SlingGuard™ Slingbar 670 Twin, with Quick-Release Hook	pce		9.3	9.3
1	31590013	Weight Limit Decal - Quantity of 1	pce		0.1	0.1
2	31013654V	Straight Rail H160, 5.4 m (213 in), white	pce		66.1	132.1
1	3102512	Traverse Rail Carrier, wide	pair		16.9	16.9
4	3102034	Pendant, adjustable 1300-2100 mm (51-83 in), white	pce		11.9	47.6
2	3102113	Pendant Cover Ø 45 mm (1.8 in.)	pair		0.1	0.2
1	3126156	IRC Assembly Set, Traverse	set		0.3	0.3
1	3102540	IRC Traverse Adapter	pce		1.5	1.5
1	3126150	IRC Track, 24 m (78 ft.)	pce		0.5	0.5
6	3101058	End Cover H160, white	pce		0.1	0.4
3	3101060	End Stop Set	set		0.7	2.1
						244.4

SERVICES						
Qty	Part #	Description	UofM	Comments	Part Weight (lbs)	Part Weight Extd (lbs)
1	INSTALLATIONLIKO	LIKO INSTALLATION	ea			

Notes / Comments:

Date: 12/14/2021  
Project No.: LQ-624442-07

### **PROPOSAL NOTES, CONSIDERATIONS, and EXCLUSIONS**

1. See Hillrom's standard Terms & Conditions. Payment terms is Net 30.
2. See Liko Warranty for Patient Handling Products.
3. All applicable discounts/contract pricing have been applied to the proposed price.
4. Unless noted otherwise, taxes are NOT included in the proposed price. If applicable, sales taxes will need to be added to the proposed price and included on your purchase order. Any applicable taxes will be calculated and billed at time of invoicing.
5. Unless noted otherwise, the proposed price includes freight via ground (FOB destination).
6. Unless noted otherwise, the proposed price does NOT include Slings for the Patients.
7. Unless noted otherwise, Installation (with non-Union labor) of the proposed Liko equipment is included in this proposal. Includes load testing and certifying the lift system for use.
8. LIKO Overhead Patient Lifts MUST be Installed by a Liko-trained and certified contractor.
9. Note: An electrical power receptacle for the Liko charger is required and needs to be located within 5 feet of the charging location. Electrical receptacle to be furnished and installed by "Others".
10. Leadtime for equipment is 4-6 weeks from receipt of Purchase Order, Approved Shop Drawings (if applicable), and complete order details – including requested delivery schedule.
11. Unless noted otherwise, Sealed Engineering Drawings and/or Calcs are NOT included. This service is available for an additional fee.
12. Unless noted otherwise, Scanning services of existing concrete/structure for embedments, piping, conduits, etc., is NOT included.
13. Unless noted otherwise, BIM Modeling/Coordination services are NOT included. These services are available for an additional fee.
14. Hillrom guarantees the structural integrity of the total LIKO lift system, including the supports (pendants, brackets, uprights), bracing, rails, and all connections to the building structure. It is the responsibility of "Others" to verify the adequacy of the building structure itself to support the loads imposed by the lift system.
15. Note: During installation, the lift installers may need to remove small sections of fire-proofing material to attach the supports and bracing. Any replacement of/repair to the fireproofing material covering the structural steel and/or decking is the responsibility (including the cost) of "Others".
16. This proposal was prepared based on information provided at the time of proposal, Hillrom reserves the right to adjust pricing as more detailed specifics, particularly the installation conditions, becomes known.



**Prices:** Prices on Hill-Rom's proposal are subject to change, unless the proposal states that pricing is firm through the expiration date, as noted on the proposal. For purchase orders placed after the expiration date, the price in effect at the time of the requested delivery will apply. Customer shall be billed for all applicable sales and other taxes until such time as Customer provides a tax-exempt certificate (resale certificate) to Hill-Rom with respect to such taxes. Applicable taxes will be calculated and billed at time of invoicing.

**Payment Terms:** Invoices are payable net thirty (30) days from date of invoice. Unless waived by Hill-Rom in writing, overdue invoices shall be subject to a late payment charge equal to the lesser of (i) one and one half percent (1-1/2%) per month or (ii) the maximum rate allowed by law. Customer agrees to pay Hill-Rom for any and all costs and expenses (including without limitation reasonable attorneys' fees) incurred by Hill-Rom to collect any amounts owed to it, enforce any of its rights or seek any of its remedies hereunder. In the event Customer has directed that the charges hereunder be billed to another person or organization, and payment is not made by such person or organization within ten (10) days after the invoice date, Customer shall still remain liable hereunder. Customer is advised that it may be obligated to properly reflect and/or report any discount, rebate or reduction in price in its costs claimed or charges made to federal (e.g. Medicare) or state (e.g. Medicaid) health care programs requiring such disclosure. The invoices provided by Hill-Rom to Customer may not reflect the net cost to Customer. Customer shall make written request to Hill-Rom in the event Customer requires additional information in order to meet applicable reporting or disclosure obligations.

**Installation:** Unless otherwise agreed in writing, Customer shall perform any installation of products sold hereunder at Customer's expense. Hill-Rom agrees to furnish appropriate instructions and information to assist with the installation and/or first operation of the products.

**Limited Warranty:** For specific warranty information on Hill-Rom products and parts, please see owner's manual or review manuals on line at our website, [www.hill-rom.com](http://www.hill-rom.com). THE FOREGOING WARRANTY CONSTITUTES THE SOLE WARRANTY MADE BY HILL-ROM AND IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REMEDIES. IN NO CASE SHALL HILL-ROM BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DELAYS. NO EMPLOYEE OR REPRESENTATIVE OF HILL-ROM IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY.

**Product Interface:** Customer shall be responsible for ensuring to Customer's satisfaction that any equipment and accessories not supplied by Hill-Rom that are used with Hill-Rom products properly interface or operate with Hill-Rom products. Hill-Rom shall not be liable to Customer or any third person for personal injury or property damage arising from the use of third party equipment and accessories with Hill-Rom products.

**Software:** For Centrella™ hospital beds, including optional Hill-Rom® Heart Rate/Respiratory Rate Monitoring System, Hill-Rom hereby licenses to Customer the embedded software pursuant to the "Terms and Conditions for the Software License for the Centrella™ Smart+ Hospital Bed," which terms and conditions are incorporated herein by reference and are located at <http://www.hill-rom.com/usa/Products/Category/Hospital-Beds/centrella-smart-bed-software-license/> (password = centrella).

**Limitation of Liability:** Hill-Rom shall not be liable for loss or damages due to delay in manufacture or shipment resulting from any cause beyond Hill-Rom's control. Delays resulting from any such cause shall extend shipment date correspondingly. IN NO EVENT SHALL HILL-ROM BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CONTRACT IS BETWEEN CUSTOMER AND HILL-ROM. Customer must make claims for shortages or errors within a reasonable time after receipt of the products. Hill-Rom reserves the right to use remanufactured or used components that meet new component specifications and are warranted as new.

**Security Interest, Default and Insurance:** Hill-Rom shall retain a security interest in the products until Hill-Rom has received full payment including taxes. Customer agrees to sign and deliver to Hill-Rom any additional documents required by Hill-Rom to protect its security interest. If Customer defaults or Hill-Rom deems itself insecure of the products in danger of confiscation, the full amount unpaid shall immediately become due and payable at the option of the Hill-Rom and on proper notice to the Customer, the Hill-Rom may retake possession of the products wherever located without court order and can resell or retain according to the laws of the state where products are located. The products shall not be considered a fixture if attached to any realty. Customer shall assume all loss relating from damage to the products occurring after the products leave Hill-Rom's control and shall provide adequate insurance therefore at all times until the purchase price shall have been fully paid. Hill-Rom reserves the right to request proof of such insurance at any time prior to full payment along with a statement from such insurer limiting cancellation or changes to said policy within ten (10) days after written notice of same to Hill-Rom.

**Specifications:** Specifications and drawings and any other information shall remain the property of Hill-Rom and are subject to recall at any time. Such information shall not be disclosed or used for manufacture of any products. In accordance with Hill-Rom's established policy of constant improvement, Hill-Rom reserves the right to amend its specifications at any time without notice.

**Merger:** These terms and conditions supersede any inconsistent agreements and understandings, oral or written, between the parties, including any terms and conditions in any documentation submitted by Customer to Hill-Rom, unless agreed to in writing by an authorized representative of Hill-Rom. Customer agrees and acknowledges that if Customer issues any further purchase orders, Hill-Rom will have no obligation to accept or otherwise honor any such purchase order.

**Acceptance:** Customer's issuance of a purchase order, upon acceptance by Hill-Rom, shall constitute a contract between the parties and is Customer's affirmative acknowledgement and acceptance of Hill-Rom's product proposal and the associated terms and conditions of sale accompanying such product proposal. This contract is subject to Hill-Rom's approval of Customer's credit. Written notice shall be given to Customer within 60 days of the date hereof if Customer's credit is deemed, in the sole discretion of the Hill-Rom, to be unsatisfactory.

**Choice of Law:** This contract shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to its conflict of laws principles.

**Delivery and Shipment:** Date of delivery shall be determined by mutual written agreement of the parties. No delivery date set forth in a Purchase Order shall be binding on Hill-Rom unless Hill-Rom explicitly agrees to such delivery date in a writing signed by an authorized representative of Hill-Rom. Shipment of all products shall be Net Freight on Board (FOB) Customer, with all costs of transportation and related insurance being the responsibility of Hill-Rom with the exception of costs of transportation and insurance for (i) service parts, (ii) shipments to points outside the contiguous U.S., or (iii) special delivery and/or air shipments requested by Customer. Unless otherwise explicitly agreed to by Hill-Rom in a writing signed by an authorized representative of Hill-Rom, Hill-Rom will prepay and add to the invoice for reimbursement by Customer any and all costs of transportation and insurance for delivery of service parts, shipments to points outside the contiguous U.S., and any special delivery and/or air shipments requested by Customer. Terms for shipping to Alaska and Hawaii shall be F.O.B. port of embarkment, prepaid and add from port of embarkment to destination.

**Return Goods Policy:** Should Hill-Rom ship products in error, Hill-Rom shall arrange and pay for return shipment of the products without applying a restocking fee provided that (i) Customer notifies Hill-Rom of the error within thirty (30) days of shipment, and (ii) the products are returned in "as shipped" condition. If Customer orders products in error and notifies Hill-Rom of the error within thirty (30) days of shipment, Customer may return the products in "as shipped" condition at Customer's cost and expense; however Customer agrees to pay Hill-Rom a restocking fee of 15% of the net price for the returned products. Notwithstanding the previous sentence, returns will not be accepted on architectural products, workflow solutions and other communications products, and any customized products or special orders, except if mutually agreed on terms acceptable by both parties on a case by case basis.

**Order Cancellation Policy:** Customer may only cancel a purchase order if Customer provides written notice to Hill-Rom at least fourteen (14) days prior to the scheduled shipment date, and if Customer cancels an order, Customer agrees to pay Hill-Rom a cancellation fee of 15% of the net price for the cancelled products. No purchase orders may be cancelled after fourteen (14) days prior to the scheduled shipment date. Notwithstanding the above, cancellations will be not be accepted on clinical workflow solutions and other communications products, and any customized products or special orders, except if mutually agreed on terms acceptable by both parties on a case by case basis.

**Delivery Change/Refusal Policy:** Customer may request to reschedule a scheduled delivery date to a later date by providing Hill-Rom with written notice at least fourteen (14) days prior to the scheduled delivery date. If Customer requests at any time to reschedule the delivery date to a new date that is more than thirty (30) days later than the original scheduled deliver date, Customer agrees to pay Hill-Rom a rescheduling fee of 15% of the net price for the affected products. If Customer refuses to accept a delivery without having provided Hill-Rom with a written request to reschedule at least fourteen (14) days in advance, Customer agrees to pay Hill-Rom a rescheduling fee of 15% of the net price for the affected products.

**Ordering:** All Purchase Orders may be placed by mail, telephone or facsimile at the following:

Hill-Rom Company, Inc.  
Attn: Customer Service  
1069 State Route 46 East  
Batesville, Indiana 47006  
Phone: 800-445-3730  
Fax: 812-934-8189



# Liko® Patient Handling Products

## Warranty

Hillrom warrants to the original end user that:

### GENERAL WARRANTY (3 YEARS)

Except as noted below, Hillrom's Liko-branded safe patient handling products (the "Products") will be free from defects in material and workmanship for three (3) years from the date of delivery, including parts, labor and travel. Replacement parts obtained under this warranty will be warranted for the remainder of the original warranty.

### BATTERY WARRANTY (LITHIUM ION: 2 YEARS/ OTHER: 90 DAYS)

Lithium-ion batteries for the Products will be free from defects in material and workmanship for two (2) years from the date of delivery. All other batteries for the Products will be free from defects in material and workmanship for a period of ninety (90) days from the date of delivery, including battery assembly replacement only.

### RAIL WARRANTY (10 YEARS)

The overhead rails, overhead pendants and mounting brackets for the Products, that are supplied by Hillrom and installed by Hillrom authorized installers, will be free from defects in material and workmanship for ten (10) years, including parts, labor and travel. Rail hardware and installed rail products (e.g., turntable, transfer motor, carriages and in-rail-charging system) are covered by the general warranty above and are not included in this rail warranty.

### SLING WARRANTY (REUSABLE: 3 YEARS/ DISPOSABLE: FIRST PATIENT USE)

Reusable slings will be free from defects in material and workmanship for three (3) years from the date of delivery, including replacement of slings only. Single patient use slings will be free from defects in material and workmanship until the first patient use.

### TO OBTAIN PARTS AND SERVICE

Call Hillrom Technical Support at (800) 445-3720 (US) or (800) 267-2337 (Canada). Outside the United States and Canada, call your authorized Hillrom distributor. In order to expedite service, please provide: customer identification number, product model number, serial number, and description of

problem. Warranty coverage for covered claims includes parts, labor, travel for technicians if required and shipping to locations in North America.

### PARTS AVAILABILITY POLICY

Hillrom will use commercially reasonable efforts to offer parts for new products for ten (10) years from date of sale. If original component parts and assemblies are no longer available, functional equivalents may be substituted in Hillrom's sole discretion.

**ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION, OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN HILLROM AND OTHER THAN FACILITY-AUTHORIZED, PROPERLY TRAINED PERSONNEL WITHOUT HILL-ROM'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY HILLROM, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF PURPOSE. HILLROM'S OBLIGATION UNDER THESE WARRANTIES SHALL NOT INCLUDE ANY LIABILITY FOR LOSS OF PROFITS, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR DELAYS.** Some states, provinces, or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply. Any improper or negligent use, use not in accordance with Hillrom's manuals, failure to complete required preventative maintenance including periodic inspections, and any alterations or repairs not in accordance with Hillrom's manuals or performed by others, which, in Hillrom's sole judgment, affects the product materially and adversely, shall void these warranties. Notwithstanding the warranty coverage periods included herein, users should consult the user manual for the applicable useful working life established for each sling type which, in some cases, may be shorter than the applicable warranty coverage period. No employee or representative of Hillrom is authorized to alter these warranties in any way unless in writing and signed by a Hillrom officer.

Hill-Rom reserves the right to make changes without notice in design, specifications and models. The only warranty Hill-Rom makes is the express written warranty extended on the sale or rental of its products.  
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195537 rev 1 08-DEC-2015 ENG – US



# DS212C Shelf 16TB Drives Proposal



Prepared For: Foundation Health  
 Customer #:  
 Attention:  
 Project: Additional full Shelf 16tb Drives  
 Date: 5/11/2021

Submitted By: Michael Nank  
 Solution Architect  
 Phone: 480-270-7365  
 E-Mail: [michnan@cdw.com](mailto:michnan@cdw.com)  
 Quote #: 18520076

		Qty.	Part Numbers	Description	Unit Sell	Extended Sell
Hardware		1	DS212C	STORAGE SHELF,DS212C,MODEL	\$0.00	\$0.00
		1	DS212C-07-16-12B-QS-N	DISK SHELF,12G,12X16TB,7.2K,-QS	\$8,837.34	\$8,837.34
		1	X-02657-00-K-N	RACKMOUNT KIT,212C,4-POST,ADJ	\$0.00	\$0.00
		2	X66032A-K-N	CABLE,12GB,MINI SAS HD,2M	\$0.00	\$0.00
		2	X800-42U-R6	POWER CABLE,IN-CABINET,C13-C14	\$0.00	\$0.00
		1920	SW-DATA-PR-NLSAS-F02-QS	SW,DATA PROTECTION BDL,PER-0.1TB,NLSAS,F02,QS	\$2.89	\$5,548.80
		1920	SW-CORE-BNDL-NLSAS-AD-F0	SW,CORE BUNDLE,PER-0.1TB,NLSAS,ADD-ON,F02,QS	\$8.15	\$15,648.00
		1	CS-NBD-REPLACEMENT	NEXT BUSINESS DAY PARTS REPLACEMENT Service Months: 34	\$1,890.84	\$1,890.84
		1	CS-G1-SE-ADVISOR-ADD-ON	SUPPORTEDGE ADVISOR Service Months: 34	\$12,605.56	\$12,605.56
		2	X800E-R6	POWER CABLE,NORTH AMERICA,R6	\$0.00	\$0.00
		1	NTP-I-DS224244-TD	ADD ON SHELF INSTALL FOR BASE SYSTEM OR 2 SHELF INSTALL	\$1,877.99	\$1,877.99
Hardware Total:						\$46,408.53
						Extended Sell
Solution Total:						\$46,408.53

Pricing expires 30 calendar days from date on Proposal

Prepared By: Michael Nank (Solution Architect)

Prices are contingent on final pricing approval from Manufacturer

Quote provided based on specification provided by customer. No workload validation has been done.

The terms and conditions provided on this link apply: <https://www.cdwg.com/content/cdwg/en/terms-conditions.html>

Applicable Taxes and Shipping not shown.

**FHP FIBC Drive CT Addition**  
**Fairbanks, AK**

Foundation Health Partners (Client and Owner) has requested PDC to provide Architectural, Structural, Mechanical and Electrical engineering services to provide a Drive CT in the Fairbanks Imaging & Breast Center (FIBC) existing shell space Room IC152 for the Fairbanks Imaging & Breast Center Drive CT Addition Project.

The overall scope consists of the following items:

- Provide Architectural, Structural, Mechanical and Electrical support to complete existing shell space IC152 and associated support spaces for the installation of new Drive CT including the following:
  - Complete architectural finishes including ceiling, flooring, walls, and casework with sink.
    - Sink to be provided with a faucet with automatic controls.
  - Provide lead shielding.
  - Replace existing door with a wider door.
  - Cut and trench concrete floor to allow revised arrangement of the cable and cooling line routing and the addition of a condensate drain for new CT equipment.
  - Provide overhead monitor, camera, and patient lift.
    - Further coordination required with FHP to determine if an overhead surgical light is to be provided.
  - Evaluate exiting chillers.
  - Complete mechanical design including chilled water for CT, ceiling mounted oxygen/suction, supply/return ventilation, and sprinkler modifications.
  - Complete electrical design including 250A panelboard for CT equipment, lighting, power telecom, and fire alarm modifications.
  - The panelboard for the CT equipment and the CT equipment will be located in Room IC151.
  - Renovate Control Room IC149 to support CT installation including case work modifications, adding window to observe IC152.

- Case work modifications includes moving the existing Pyxis and the blanket warmer.
- Renovate Recovery IC156 including provide faucet with automatic control and addition of oxygen/suction.
- Coordinate with Siemens for installation requirements.
- Provide Plans and calculations that support design requirements. Specifications to be provided on drawing as needed, bound specifications for specific sections will be provided if the need arises.
- Expedite selected design tasks to allow to contractor to preorder selected materials.

#### ARCHITECTURAL:

- 11.17 Design Studio LLC will be a subcontractor to PDC to perform the Architectural services.
  - Ceiling, walls, flooring.
  - Casework.
  - Room signage.
  - Replace existing door with a wider door to allow for CT entry into room.
  - Renovate Control Room IC149 including case work modifications, adding window to observe IC152.
    - Case work modifications includes moving the existing Pyxis and the blanket warmer, and providing counter below observation window.

#### STRUCTURAL:

- Verify existing structure and support structure over-head is adequate to support new loads. Modification of existing location and bolting arrangement may need modification to accommodate new location of overhead equipment. New structural support is assumed to be similar to existing.
- Additional detailing and design work will be needed to support an overhead monitor, camera, and patient lift, and possible surgical light.
- Design support racks for mounting equipment in IC151 off the wall.

#### MECHANICAL:

- \* Provide ceiling mounted oxygen/suction.
- \* Provide sink with faucet with automatic controls.
- \* Evaluate existing chillers and connect to and extend existing piping to provide chilled water for



Drive CT.

- \* Connect CT condensate drain to existing waste piping.
- \* Provide supply and return ventilation.
- \* Modify sprinkler piping.
- \* Provide oxygen/suction on east wall of Recovery IC156.
- \* Replace faucet in Recovery IC156 with automatic faucet.

**ELECTRICAL:**

- \* Provide a 225A electrical service from switchboard NPS1 to a panel in IC151 for the CT equipment.
- \* Design for raceways and other items to support replacement of the imaging equipment.
  - o Coordinate layout of power cabinets with existing incoming power.

**PHYSICIST:**

Ander Baltzo will be a subcontractor to PDC to perform the Physicist services including shielding design and Physicist report.

**CHILLER TECHNICIAN:**

Trane Company will be a subcontractor to PDC to assist with the evaluation of the existing chillers.

This Statement of Services details the scope to be provided by PDC Engineers, a division of RESPEC Company, LLC (ENGINEER).

**ENGINEER REQUIREMENTS**

Upon this Agreement becoming effective, the ENGINEER shall perform the following tasks:

**65% Design:**

1. Attend meeting with Siemens to review installation requirements.
2. Attend kickoff meeting with Client and project team.
3. Perform site visit to assess existing conditions.
4. Verify electronic documents are current and coordinate with Siemens.
5. Review Record Drawings.
6. Conduct preliminary analysis.
7. Establish design criteria.
8. Develop design drawings.
9. Lead shielding design.

10. Conduct QC of drawings.
11. Attend Review meeting.

**Construction Documents:**

1. Update design based on comments from 65% review meeting.
2. Finalize coordination with design team.
3. Finalize construction documents.
4. Conduct QC of construction documents.

**Construction Administration:**

1. Shop drawing/submittal reviews.
2. Design clarifications.
3. Special Inspection.
4. Substantial completion site visit.
5. Physicist Report.
6. Final site visit.

**ASSUMPTIONS**

1. Existing structure is adequate to support new loads.
2. Existing supply air and cooling is adequate for the new equipment.
3. Oxygen and suction mains are adequately sized to handle additional room.
4. The capacity of the existing chillers is assumed to be adequate for the process of commissioning the new CT while the existing CT is still in operation.
  - a. The capacity and condition of the existing chillers will be evaluated.
  - b. The new CT will be decommissioned following the commissioning of the new CT.
  - c. The operations of the CTs will have to be sequenced (alternated) during commissioning if the capacity of the existing chillers is found not to be adequate.
  - d. The existing chillers will be replaced under an amendment or separate project if needed as determined by the evaluation.
5. Physicist report and shielding design is excluded from the scope of work.
6. The scope of work excludes the bidding process.
7. The scope of work excludes developing Record drawings.
8. The total price does not include additional labor and expenses from the schedule being delayed by the Owner or Client.

## **OWNER RESPONSIBILITIES**

The OWNER will provide:

1. Record Drawings.
2. Access to applicable portions of the building for performing site visits.
  - a. The Owner shall arrange for the on-site investigation to be conducted during normal business hours (8:00 am – 5:00 pm).

## **SCHEDULE**

The schedule for the project is as follows:

- |  |                     |
|--|---------------------|
| 1. Notice to Proceed:  | August 6, 2021      |
| 2. 65% Design Development (5-weeks after NTP,<br>(4-weeks after receiving Siemens Shop Drawings with<br>slab on grade installation): | *September 10, 2021 |
| 3. Review Meeting (1-week)   | *September 17, 2021 |
| 4. Construction Documents (3-weeks):   | *October 8, 2021    |
| 5. Construction Administration:  | November 2021       |

\* - The schedule will be accelerated if possible.

## **METHOD OF PAYMENT**

The Consultant will perform the design phase services on a lump sum basis for \$76,053, see attached for additional information.

The Consultant will perform the CA phase services on a time and expense basis for a not to exceed price of \$13,661, see attached for additional information.

## **END OF STATEMENT OF SERVICES**

## PDC Summary Sheet

#	PHASE	P. M.	STRUCT	MECH	ELECT	PDC Total	11.17 Design Studio LLC	Empiricos	Trane Co	Sub Total	Sub Markup	Total
25	65% Design	\$ 10,310	\$ 7,030	\$ 13,755	\$ 10,615	\$ 41,710	\$ 3,335	\$ 600	\$ 9,381	\$ 13,316	\$ 666	\$ 55,692
	Reimbursable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 850			\$ 850	\$ 43	\$ 893
	Phase Total	\$ 10,310	\$ 7,030	\$ 13,755	\$ 10,615	\$ 41,710	\$ 4,185	\$ 600	\$ 9,381	\$ 14,166	\$ 709	\$ 56,585
35	Construction Documents	\$ 3,085	\$ 2,655	\$ 6,865	\$ 5,340	\$ 17,945	\$ 1,450			\$ 1,450	\$ 73	\$ 19,468
	Reimbursable	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
	Phase Total	\$ 3,085	\$ 2,655	\$ 6,865	\$ 5,340	\$ 17,945	\$ 1,450	\$ -	\$ -	\$ 1,450	\$ 73	\$ 19,468
80	Construction Administration	\$ 3,200	\$ 1,240	\$ 2,880	\$ 2,545	\$ 9,865	\$ 1,015	\$ 750		\$ 1,765	\$ 88	\$ 11,718
	Reimbursable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 850	\$ 1,000		\$ 1,850	\$ 93	\$ 1,943
	Phase Total	\$ 3,200	\$ 1,240	\$ 2,880	\$ 2,545	\$ 9,865	\$ 1,865	\$ 1,750	\$ -	\$ 3,615	\$ 181	\$ 13,661
	Subtotal	\$ 16,595	\$ 10,925	\$ 23,500	\$ 18,500	\$ 69,520	\$ 7,500	\$ 2,350	\$ 9,381	\$ 19,231	\$ 963	\$ 89,714

7/29/2021

## PROJECT MANAGEMENT

#	TASK	Principal	Senior Engineer	Project Engineer	Technical Editor	Lead Engineering Technician		
	Billing Rate (\$/hr)	\$250.00	\$200.00	\$155.00	\$115.00	\$110.00		
25	<b>65% Design</b>						Hourly Subtotal	Subtotal Cost
	Develop Scope of Work		6				6	\$ 1,200
	FHP Coord/Corrspnd		5				5	\$ 1,000
	Review Record Dwgs/Siemens Dwg		4				4	\$ 800
	Site Visits (2)/Siemens Meeting		5				5	\$ 1,000
	Subconsultants		7				7	\$ 1,400
	Project Setup		1				1	\$ 200
	Contracts		4				4	\$ 800
	Project Meeting		2				2	\$ 400
	Mgmt/Coord/Corrspnd		6				6	\$ 1,200
	CAD Management		1			4	5	\$ 640
	Cover Sheet		1			2	3	\$ 420
	Assemble Submittal		2		2	2	6	\$ 850
	QC		2				2	\$ 400
							0	\$ -
	<b>Hourly Subtotal</b>	0	46	0	2	8	56	
	<b>Cost</b>	\$ -	\$ 9,200	\$ -	\$ 230	\$ 880		\$ 10,310
35	<b>Construction Documents</b>						Hourly Subtotal	Subtotal Cost
	Mgmt/Coord/Corrspnd		6				6	\$ 1,200
	CAD Management					4	4	\$ 440
	Cover Sheet		1			2	2	\$ 310
	Assemble Submittal		2		1	2	5	\$ 735
	QC		2				2	\$ 400
							0	\$ -
							0	\$ -
							0	\$ -
							0	\$ -
							0	\$ -
	<b>Hourly Subtotal</b>	0	11	0	1	7	19	
	<b>Cost</b>	\$ -	\$ 2,200	\$ -	\$ 115	\$ 770		\$ 3,085
80	<b>Construction Administration</b>						Hourly Subtotal	Subtotal Cost
	Mgmt/Coord/Corrspnd		10				10	\$ 2,000
	Site Visits		6				6	\$ 1,200
							0	\$ -
							0	\$ -
							0	\$ -
							0	\$ -
							0	\$ -
							0	\$ -
							0	\$ -
	<b>Hourly Subtotal</b>	0	16	0	0	0	16	
	<b>Cost</b>	\$ -	\$ 3,200	\$ -	\$ -	\$ -		\$ 3,200
	<b>Discipline Totals</b>	0	73	0	3	15	91	
	<b>Design Services</b>	\$ -	\$ 14,600	\$ -	\$ 345	\$ 1,650		\$ 16,595



7/29/2021

## STRUCTURAL ENGINEERING

#	TASK	Senior Structural Engineer	Lead Structural Engineer	Project Structural Engineer	Staff Structural Engineer	Structural EIT	Senior Engineering Technician		
	Billing Rate (\$/hr)	\$190.00	\$175.00	\$150.00	\$130.00	\$105.00	\$125.00		
25	<b>65% Design</b>							Hourly Subtotal	Subtotal Cost
	Siemens Meeting/Review Shop Dwg			4				4	\$ 600
	Site Investigation			2				2	\$ 300
	Review Record Information	1		1				2	\$ 340
	Analysis/Calculations			3				3	\$ 450
	Drawings (mechanical rack, CT and lift)			10			8	18	\$ 2,500
								0	\$ -
	Lift: Analysis/Drawings/Correspondence			8			8	16	\$ 2,200
	Coord/Corrspnd, General			1				1	\$ 150
	Project Meeting			2				2	\$ 300
	QC	1						1	\$ 190
								0	\$ -
	Hourly Subtotal	2	0	31	0	0	16	49	
	Cost	\$ 380	\$ -	\$ 4,650	\$ -	\$ -	\$ 2,000		\$ 7,030
35	<b>Construction Documents</b>							Hourly Subtotal	Subtotal Cost
	Analysis/Calculations			1				1	\$ 150
	Drawings			6			4	10	\$ 1,400
	Coord/Corrspnd, General	1		2				3	\$ 490
	Lift: Analysis/Drawings/Correspondence			1			1	2	\$ 275
	Project Meeting			1				1	\$ 150
	QC	1						1	\$ 190
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
	Hourly Subtotal	2	0	11	0	0	5	18	
	Cost	\$ 380	\$ -	\$ 1,650	\$ -	\$ -	\$ 625		\$ 2,655
80	<b>Construction Administration</b>							Hourly Subtotal	Subtotal Cost
	Special Inspections/Reports (1 trip)			2				2	\$ 300
	Coord/Corrspnd, General	1		2				3	\$ 490
	DCVR Review and misc support			2				2	\$ 300
	Submittal review			1				1	\$ 150
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
	Hourly Subtotal	1	0	7	0	0	0	8	
	Cost	\$ 190	\$ -	\$ 1,050	\$ -	\$ -	\$ -		\$ 1,240
	<b>Discipline Totals</b>	5	0	49	0	0	21	75	
	<b>Design Services</b>	\$ 950	\$ -	\$ 7,350	\$ -	\$ -	\$ 2,625		\$ 10,925

7/29/2021

## MECHANICAL ENGINEERING

#	TASK	Principal Mechanical Engineer	Senior Mechanical Engineer	Project Mechanical Engineer	Staff Mechanical Engineer	Technical Editor	Senior Engineering Technician	Hourly Subtotal	Subtotal Cost
	Billing Rate (\$/hr)	\$250.00	\$180.00	\$155.00	\$130.00	\$115.00	\$125.00		
25	<b>65% Design</b>								
	Siemens Meeting/Review Shop Dwgs		2					2	\$ 360
	Review Record Information		2					2	\$ 360
	Site Investigation		4					4	\$ 720
	Chiller System Calcs/Selection/Evaluation		12		6			18	\$ 2,940
	Ventilation Calcs		4		6			10	\$ 1,500
	Plumbing (faucets, drains, O2, suction)		7		4			11	\$ 1,780
	Drawings		4				16	20	\$ 2,720
	Specifications		6			2		8	\$ 1,310
	Coord/Corrspnd		4					4	\$ 720
	Project Meeting		2					2	\$ 360
	QC	1							
	Review Comment Resolution		2				3	5	\$ 735
	<b>Hourly Subtotal</b>	<b>1</b>	<b>49</b>	<b>0</b>	<b>16</b>	<b>2</b>	<b>19</b>	<b>87</b>	
	<b>Cost</b>	<b>\$ 250</b>	<b>\$ 8,820</b>	<b>\$ -</b>	<b>\$ 2,080</b>	<b>\$ 230</b>	<b>\$ 2,375</b>		<b>\$ 13,755</b>
35	<b>Construction Documents</b>								
	Chiller System Calcs/Selection/Evaluation		6		4			10	\$ 1,600
	Ventilation Calcs		2		2			4	\$ 620
	Plumbing (faucets, drains, O2, suction)		4		2			6	\$ 980
	Drawings		4				12	16	\$ 2,220
	Specifications		3			1		4	\$ 655
	Coord/Corrspnd		3					3	\$ 540
	QC	1						1	\$ 250
								0	\$ -
								0	\$ -
								0	\$ -
	<b>Hourly Subtotal</b>	<b>1</b>	<b>22</b>	<b>0</b>	<b>8</b>	<b>1</b>	<b>12</b>	<b>44</b>	
	<b>Cost</b>	<b>\$ 250</b>	<b>\$ 3,960</b>	<b>\$ -</b>	<b>\$ 1,040</b>	<b>\$ 115</b>	<b>\$ 1,500</b>		<b>\$ 6,865</b>
80	<b>Construction Administration</b>								
	Shop Dwg/Submittal Reviews		4					4	\$ 720
	Corrspnd		4					4	\$ 720
	DCVRs		4					4	\$ 720
	Site Visits/Reports, Periodic (2)		4					4	\$ 720
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
	<b>Hourly Subtotal</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	
	<b>Cost</b>	<b>\$ -</b>	<b>\$ 2,880</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 2,880</b>
	<b>Discipline Totals</b>	<b>2</b>	<b>87</b>	<b>0</b>	<b>24</b>	<b>3</b>	<b>31</b>	<b>147</b>	
	<b>Design Services</b>	<b>\$ 500</b>	<b>\$ 15,660</b>	<b>\$ -</b>	<b>\$ 3,120</b>	<b>\$ 345</b>	<b>\$ 3,875</b>		<b>\$ 23,500</b>

7/29/2021

## ELECTRICAL ENGINEERING

#	TASK	Principal Electrical Engineer	Senior Electrical Engineer	Project Electrical Engineer	Staff Electrical Engineer	Technical Editor	Lead Engineering Technician		
	Billing Rate (\$/hr)	\$250.00	\$200.00	\$160.00	\$135.00	\$115.00	\$110.00		
25	<b>65% Design</b>							Hourly Subtotal	Subtotal Cost
	Review Siemens Dwg				4			4	\$ 540
	Review Record Information				2			2	\$ 270
	Site Investigation				2			2	\$ 270
	Dwg - AutoCAD						18	18	\$ 1,980
	Dwg - As-Build Existing Conditions	1			4			5	\$ 790
	Dwg - Demolition				2			2	\$ 270
	Dwg - Lighting				6			6	\$ 810
	Dwg - Power	2			8			10	\$ 1,580
	Dwg - Signaling				1			1	\$ 135
	Dwg - Fire Alarm				1			1	\$ 135
	Dwg - Imaging Equip	2			12			14	\$ 2,120
	Dwg - Schedule/misc				2			2	\$ 270
	Dwg - Specifications				1			1	\$ 135
	Coord/Corrspnd				2			2	\$ 270
	Project Meeting				2			2	\$ 270
	QC	2						2	\$ 500
	Review Comment Resolution				2			2	\$ 270
								0	\$ -
	Hourly Subtotal	7	0	0	51	0	18	76	
	Cost	\$ 1,750	\$ -	\$ -	\$ 6,885	\$ -	\$ 1,980		\$ 10,615
35	<b>Construction Documents</b>							Hourly Subtotal	Subtotal Cost
	Dwg - AutoCAD						10	10	\$ 1,100
	Dwg - As-Build Existing Conditions				1			1	\$ 135
	Dwg - Demolition				1			1	\$ 135
	Dwg - Lighting				2			2	\$ 270
	Dwg - Power	1			5			6	\$ 925
	Dwg - Signaling				1			1	\$ 135
	Dwg - Fire Alarm				1			1	\$ 135
	Dwg - Imaging Equip	1			6			7	\$ 1,060
	Dwg - Schedule/misc				4			4	\$ 540
	Dwg - Specifications				1			1	\$ 135
	Coord/Corrspnd				2			2	\$ 270
	QC	2						2	\$ 500
								0	\$ -
								0	\$ -
	Hourly Subtotal	4	0	0	24	0	10	38	
	Cost	\$ 1,000	\$ -	\$ -	\$ 3,240	\$ -	\$ 1,100		\$ 5,340
80	<b>Construction Administration</b>							Hourly Subtotal	Subtotal Cost
	Shop Dwg/Submittal Reviews				5			5	\$ 675
	Correspondence				4			4	\$ 540
	DCVRs				4			4	\$ 540
	Site Visits/Reports, Periodic (2)				4			4	\$ 540
	QC	1						1	\$ 250
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
	Hourly Subtotal	1	0	0	17	0	0	18	
	Cost	\$ 250	\$ -	\$ -	\$ 2,295	\$ -	\$ -		\$ 2,545
	<b>Discipline Totals</b>	12	0	0	92	0	28	132	
	<b>Design Services</b>	\$ 3,000	\$ -	\$ -	\$ 12,420	\$ -	\$ 3,080		\$ 18,500

11.17 Fee

<b>TASK</b>	<b>65</b>	<b>100</b>	<b>Bidding/CA</b>	<b>Total Hrs</b>	<b>Total Fee</b>
Existing Condition Verification	3				
Meetings (1hr each)	2	1	2		
Door Replacement	2	1	1		
Ceiling Replacement	5	2	1		
Finishes	4	2	1		
Casework	3	2	1		
Shielding Implementation/ wall&window detail	4	2	1		
Sub total hours	23	10	7	40	\$ 5,800.00
Day Trip Fee - flat/fixed including airfare					\$ 850.00



Empiricos LLC  
Post office box 244  
Freeland, Washington 98249  
(360) 321-4010 FAX (360) 321-4020

## QUOTE FOR SERVICES

July 27, 2021

**To:** Chris Hodges, PE  
PDC ENGINEERS

**From:** David Salmon, Health Physicist

Thank you for requesting a proposal for shielding specifications.

Shielding requirements are calculated in accordance with national standards (NCRP REPORT No. 147; *Structural Shielding Design for Medical X-Ray Imaging Facilities*; National Council On Radiation Protection And Measurements: November 19, 2004, AAPM Task Group 108: PET and PET/CT Shielding Requirements, Med. Phys. 33, 1, January 2006) and applicable federal and state regulations.

Service	Unit cost	Extended
prepare shielding specifications for new CT installation	\$600 per x-ray or CT room (Please note- does not include inspection of room after lead is installed)	\$600
on-site inspections	\$750 per inspection, plus travel	as needed

Purchase Order

Please issue a purchase order to:

Empiricos LLC  
PO Box 244  
Freeland, WA 98249

**EIN: 91-2013100**

Scheduling

We require ten working days lead time after the purchase order is accepted and all required information and drawings are received

Billing

Billing is done when the report is sent. Terms are net 30, interest at 1.5% per month may be charged on late accounts.

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Trane U.S. Inc.  
12101 Industry Way, Bldg. C1  
Anchorage, AK 99515  
Phone: (907) 267-7400  
Fax: (907) 563-4013  
Service Contact: (907) 267-7400

July 29, 2021

Chris Hodges  
Engineer, P.E.  
PDC Engineers  
2700 Gambell St  
Suite 500  
Anchorage, AK 99503 U.S.A.  
(907) 452-1414

Site Address:  
Fairbanks Memorial Hospital  
1650 Cowles Street  
FAIRBANKS, AK 99701  
United States

**ATTENTION:** Chris Hodges

**PROJECT NAME:** Fairbanks Imaging chiller assessment

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

#### EQUIPMENT LIST

## Fairbanks Memorial Hospital

The following "Covered Equipment" will be serviced at Fairbanks Memorial Hospital:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
70-125 Ton Water-Cooled Chiller - Series R(TM)	1	Trane	RTWA1254YG	U04H07644	CH-1
70-125 Ton Water-Cooled Chiller - Series R(TM)	1	Trane	RTWA1254YG	U04L08752	CH-2

#### Description

Water Cooled Rotary Annual Inspection (Service 1)

#### Quantity Per Term

1

#### SCOPE OF SERVICE

Assess Trane Chillers with oil analyses

#### SERVICE FLOWS

##### Service 1: Water Cooled Rotary Annual Inspection

Description

- Customer Notification
- Initial Site Inspection

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- Review Diagnostics
- Lock Out Tag Out (Standard)
- Electrical Inspection - Control Panel
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Meg Compressor Motor
- Control Panel Check
- Oil Level Check (Screw Machines) Per Circuit
- Oil Analysis Per Circuit
- Leak Test Inspection
- High Side Leak Check Inspection
- Pre-Start Chiller Check
- Start Chiller
- Compressor And Oil Separator Heater Check
- Compressor Check
- Manual Chiller Log

## PRICING AND ACCEPTANCE

**TOTAL PRICE:.....\$9,380.47 USD**

## CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from July 29, 2021.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,



Kevin Moon  
Account Manager  
Cell:

## COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

**This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.**

**CUSTOMER ACCEPTANCE**

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

Trane's License Number: CON5501

**TERMS AND CONDITIONS – QUOTED SERVICE**

**“Company” shall mean Trane U.S. Inc. .**

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

**1. Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

**4. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**5. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**6. Services Fees and Taxes.** Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

**7. Payment.** Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

**8. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply

with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

**9. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

**10. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

**11. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

**12. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

**THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMIDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO**

**13. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**14. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY,

**INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

**15. COVID-19 LIMITATION ON LIABILITY.** The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

**16. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

**17. Insurance.** Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

**18. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**19. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**20. Equal Employment Opportunity/Affirmative Action Clause.** Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**21. U.S. Government Contracts.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no



obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

**22. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0720)

Supersedes 1-10.48 (0919)



## **TRANE'S SAFETY STANDARD**

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

## **PROVEN SAFETY SUCCESS**

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

## **TRANE INJURY RATES V. INDUSTRY COMPETITORS**

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

## **SAFETY TOOLS, TRAINING & EXPERTISE**

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

## MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

## JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.



## SITE COVERAGE

Fairbanks Memorial Hospital Imaging Center	1650 Cowles Street, FAIRBANKS, AK 99701, United States
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October 15, 2021

Greater Fairbanks Community Hospital Foundation  
1650 Cowles St.  
Fairbanks, Alaska

**Attn: Mr. Scott Marney**  
**Re: Fairbanks Health Partners FIBC Drive CT Addition Proposal**

Dear Mr. Marney,  
Johnson River Proposes to provide labor, materials, and subcontractors to Fairbanks Health Partners, to Perform the work described in the 65% Design Documents dated 9/30/21, and inclusive of discussed known changes during site visit on 10/13/21. We propose to provide the work as identified and outlined below for a **sum of \$537,052.**

**Schedule:**

Our proposal is based on our included schedule. Due to limited commitments and long lead time for critical components, we propose moving out the "ordering go no go" date to December 23, 2021 allowing time for the long lead material to arrive. Based on CT equipment fabrication and ship dates, this would provide complete project delivery (excluding any additional FHP training) at a March 23, 2022 go live date. However, there are options for substitutions and temporary fixtures if we were to attempt and achieve the current dates of CT Equipment installation, but these would add costs and user impact.

**General Requirements:**

- o Submit PCRA to FHP Representatives for review and compliance
- o Provide hard wall containments and all ICRA controls for duration of scheduled construction
- o Maintain temp facilities to allow uninterrupted patient flow of existing CT located adjacent to room 152IC.
- o Onsite means for disposal of construction debris
- o Material handling and continue cleanup
- o City permit and inspection fees.
- o Builders risk inclusion

**Demolition:**

- o Saw cut and removal of sections of slab in room 151IC, 152IC, and 152AIC outlined per 1/S100 as well as walkthrough on 10/13/21
- o Excavation, backfill and compaction of all trenches
- o Demo of existing openings and wall framing per 1/A100 for install of new
- o Removal of existing room 152IC GYP throughout for install of rough in, and new 2lb lead shielded GYP
- o Removal of existing casework in 149IC for reinstallation per keyed notes 6 & 7 on A100

**Concrete:**

- o Install reinforcement and concrete were removed for rough in
- o Concrete finishing to accept new flooring



**Structural Steel:**

- o Install overhead framing rack for Carevision, 3D camera, and Medrad per 2/S100 and details on S200
- o Install of Unistrut and Coordination of all trades for clearance to accommodate install of Hillrom lift supports (by others).

**Carpentry:**

- o Install Metal Stud framings for new openings as well as new soffits
- o Modification and install of existing casework within Control room 149IC without disruption to patient care flow.
- o Provide and install new casework outlined in 65% drawings for CT Scanning Room 152IC including Solid Surface tops and full height backsplash.

**Gyp Board:**

- o Provide and install 2lb leaded drywall per shielding plan report dated 9/16/21.
- o Install onsite formed lead shielding to all electrical and mechanical penetrations per details provided by supplier.
- o Install non leaded GYP on Soffits per detail 7/A200

**Openings:**

- o Provide and install HM door and window frames
- o Install of onsite formed lead shielding to HM window and door opening per supplier details.
- o Install of Lead lined Plam Doors to match existing surrounding areas
- o Install reduced size (5'2"x4'0" glass size) radiation shielded/lead glazing at window A

**Finishes:**

- o Provide and install acoustical ceiling grid and tile
- o Provide tape and paint
- o Floor prep per outlined equipment tolerances
- o Provide install new flooring per captured email finish email update 10/15/21
- o patch ceramic tile and grout
- o provide install inpro wall protection per email 10/15/21

**Fire Suppression:**

- o drop existing heads into ACT grid

**Mechanical:**

- o Provide mechanical demolition, rough in and install new plumbing fixtures,
- o install of 2 each medical vacuum outlets and 2 each Oxygen outlets,
- o Med Gas inspection and certification by included 3<sup>rd</sup> party
- o Mechanical balancing per 65% drawings
- o Mechanical Insulation on new water and chilled water lines,

**Electrical:**

- o Provide and install new feeder in conduit to panelboard located in the CT equipment room

- Provide and install under slab conduits including those needed for chilled glycol and condensate and associated junction boxes between CT Equipment room, control room, and Scanner in lieu of floor ducting as discussed in walkthrough on 10/13/21.
- Electrical permitting submitted with 100% drawings upon award
- All Electrical, lighting and Comm outlined in 65% drawing and discussed at walkthrough 10/13/21.

**EXCLUSIONS:**

- Hazardous Materials Testing, Remediation and Disposal.
- Design, Engineering, fire suppression calculations or flow design.
- Installation of any equipment including siemens, Carevision, 3D camera, or Medrad.
- Support or ICRA for any vendors beyond our included vendors.
- No moving of equipment, or personal belongings, assumes a terminal clean by FHP pre and post construction.

Thank you for the opportunity to provide a proposal on this project. Please contact me with any questions.  
Sincerely,



Rurik Lindner  
President  
Johnson River Enterprises LLC  
(907)-378-5196

## Johnson River Enterprises, LLC

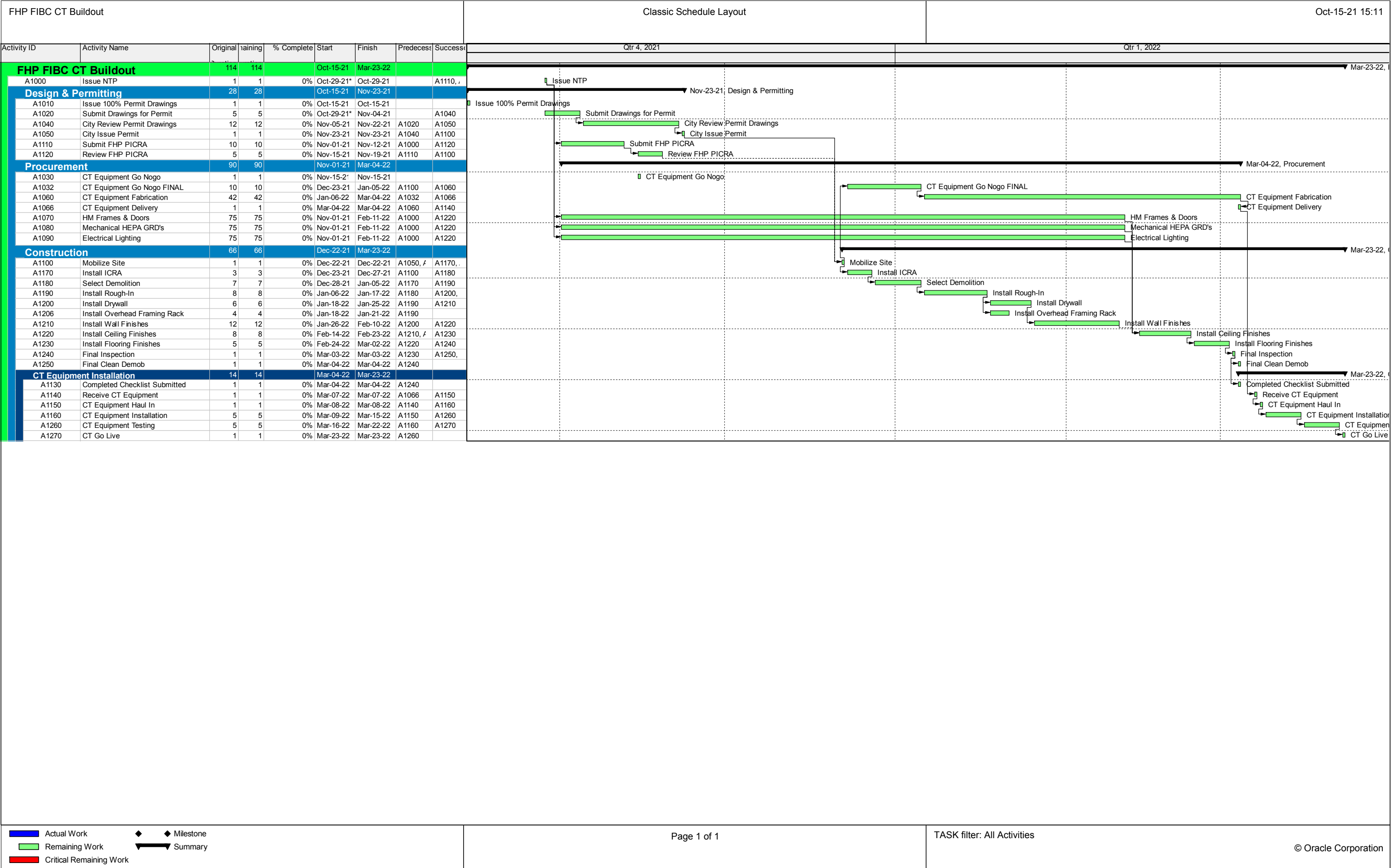
Project: FHP FIC CT Addition

Date: 10/15/2021

## Schedule of Values

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Act ID	Feature of Work	Scheduled Value	Previous Applications	Current Application	Work in Place Completed to Date		Stored Material	Balance to Finish
	General Requirements	\$ 72,643.00	\$ -	\$ -	\$ -	0%		\$ 72,643.00
	Select Demolition	\$ 11,694.00	\$ -	\$ -	\$ -	0%		\$ 11,694.00
	Concrete	\$ 5,741.00	\$ -	\$ -	\$ -	0%		\$ 5,741.00
	Structrual Steel	\$ 8,423.00	\$ -	\$ -	\$ -	0%		\$ 8,423.00
	Rough Carpentry	\$ 2,137.00	\$ -	\$ -	\$ -	0%		\$ 2,137.00
	Finish Carpentry	\$ 24,141.00	\$ -	\$ -	\$ -	0%		\$ 24,141.00
	Openings	\$ 29,798.00	\$ -	\$ -	\$ -	0%		\$ 29,798.00
	Gyp Board	\$ 26,231.00	\$ -	\$ -	\$ -	0%		\$ 26,231.00
	Accoustical Celings	\$ 15,467.00	\$ -	\$ -	\$ -	0%		\$ 15,467.00
	Finished Flooring	\$ 27,515.00	\$ -	\$ -	\$ -	0%		\$ 27,515.00
	Ceramic Tile	\$ 2,423.00	\$ -	\$ -	\$ -	0%		\$ 2,423.00
	Taping & Painting	\$ 11,174.00	\$ -	\$ -	\$ -	0%		\$ 11,174.00
	Wall Protection	\$ 4,062.00	\$ -	\$ -	\$ -	0%		\$ 4,062.00
	Fire Suppresion	\$ 7,104.00	\$ -	\$ -	\$ -	0%		\$ 7,104.00
	Mechanical Demo	\$ 19,946.00	\$ -	\$ -	\$ -	0%		\$ 19,946.00
	Mechanical Plumbing	\$ 16,988.00	\$ -	\$ -	\$ -	0%		\$ 16,988.00
	Medical Gases	\$ 57,679.00	\$ -	\$ -	\$ -	0%		\$ 57,679.00
	Mechanical Chilled Glycol	\$ 40,237.00	\$ -	\$ -	\$ -	0%		\$ 40,237.00
	Mechanical HVAC	\$ 16,632.00	\$ -	\$ -	\$ -	0%		\$ 16,632.00
	Controls & Balancing	\$ 9,147.00	\$ -	\$ -	\$ -	0%		\$ 9,147.00
	Mechanical Insulation	\$ 17,820.00	\$ -	\$ -	\$ -	0%		\$ 17,820.00
	Electrical Power & Lighting	\$ 99,952.00	\$ -	\$ -	\$ -	0%		\$ 99,952.00
	Fire Alarm	\$ 10,098.00	\$ -	\$ -	\$ -	0%		\$ 10,098.00
		\$ -	\$ -	\$ -	\$ -	0%		\$ -
	ITEM TOTALS	\$ 537,052.00	\$ -	\$ -	\$ -	0%	\$ -	\$ 537,052.00



**FHP FIBC Chiller No. 1 Replacement**  
**Fairbanks, AK**

Foundation Health Partners (Client and Owner) has requested PDC to provide Structural, Mechanical and Electrical engineering services to replace Chiller No. 1 at the Fairbanks Imaging & Breast Center (FIBC) for the Fairbanks Imaging & Breast Center Chiller No. 1 Replacement Project.

The overall scope consists of the following items:

- Provide Structural, Mechanical and Electrical support to replace Chiller No. 1:
  - The existing infrastructure will be assessed to determine if the replacement chiller can be provided with more capacity.
  - Chiller No. 1 and Chiller No. 2 controls will be changed to run lead/lag so the two units can share the total cooling load when required.
- Provide Plans and calculations that support design requirements. Specifications to be provided on drawing as needed, bound specifications for specific sections will be provided if the need arises.

**STRUCTURAL:**

- Provide anchoring and support of new equipment.

**MECHANICAL:**

- Select replacement for Chiller No. 1 which will provide the most cooling for the least changes to piping, pumps, and electrical power.
- Design controls modification for chillers to operate lead/lag.

**ELECTRICAL:**

- Evaluate capacity of existing electrical distribution to determine if a replacement chiller with more capacity can be provide.
- Replace existing electrical distribution equipment as needed to support new chiller and associated equipment.

This Statement of Services details the scope to be provided by PDC Engineers, a division of RESPEC Company, LLC (ENGINEER).

### **ENGINEER REQUIREMENTS**

Upon this Agreement becoming effective, the ENGINEER shall perform the following tasks:

#### **65% Design:**

1. Attend kickoff meeting with Client and project team.
2. Perform site visit to assess existing conditions.
3. Review Record Drawings.
4. Conduct preliminary analysis.
5. Establish design criteria.
6. Develop design drawings.
7. Conduct QC of drawings.
8. Attend Review meeting.

#### **Construction Documents:**

1. Update design based on comments from 65% review meeting.
2. Finalize coordination with design team.
3. Finalize construction documents.
4. Conduct QC of construction documents.

#### **Construction Administration:**

1. Shop drawing/submittal reviews.
2. Design clarifications.
3. Special Inspection.
4. Substantial completion site visit.
5. Final site visit.

### **ASSUMPTIONS**

1. The design team plans to coordinate with the Owner throughout the design process to allow for completing the design with only a 65% and Construction Documents submittals.
2. Existing structure is adequate to support new loads.
3. Existing electrical capacity is adequate to support new loads.
4. The scope of work excludes assessment or design for existing or new Chiller No. 2.
5. The scope of work excludes assessment or design for the existing or new Dry Cooler.
6. The scope of work excludes cost estimating.
7. The scope of work excludes the bidding process.



8. The scope of work excludes developing Record drawings.
9. The total price does not include additional labor and expenses from the schedule being delayed by the Owner or Client.

#### **OWNER RESPONSIBILITIES**

The OWNER will provide:

1. Record Drawings.
2. Access to applicable portions of the building for performing site visits.
  - a. The Owner shall arrange for the on-site investigation to be conducted during normal business hours (8:00 am – 5:00 pm).

#### **SCHEDULE**

The schedule for the project is as follows:

- |   |                    |
|---|--------------------|
| 1. Notice to Proceed:                                     | October 28, 2021   |
| 2. 65% Design Development (5-weeks after NTP)             | *December 2, 2021  |
| 3. Review Meeting   | *December 3, 2021  |
| 4. Construction Documents (2-weeks after review meeting): | *December 17, 2021 |
| 5. Construction Administration:                           | Jan-Apr 2022       |

\* - The schedule will be accelerated if possible.

#### **METHOD OF PAYMENT**

The Consultant will perform the design phase services on a lump sum basis for \$24,510 see attached for additional information.

The Consultant will perform the CA phase services on a time and expense basis for a not to exceed price of \$6,915 see attached for additional information.

#### **END OF STATEMENT OF SERVICES**

10/16/2021

## PDC Summary Sheet

#	PHASE	P. M.	STRUCT	MECH	ELECT	PDC Reimb. Markup	Total
25	65% Design	\$ 3,115	\$ 1,465	\$ 7,040	\$ 3,835		\$ 15,455
	Reimbursable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Phase Total	\$ 3,115	\$ 1,465	\$ 7,040	\$ 3,835	\$ -	\$ 15,455
35	Construction Documents	\$ 1,365	\$ 1,315	\$ 4,380	\$ 1,995		\$ 9,055
	Reimbursable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Phase Total	\$ 1,365	\$ 1,315	\$ 4,380	\$ 1,995	\$ -	\$ 9,055
80	Construction Administration	\$ 1,500	\$ 300	\$ 3,380	\$ 1,735		\$ 6,915
	Reimbursable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Phase Total	\$ 1,500	\$ 300	\$ 3,380	\$ 1,735	\$ -	\$ 6,915
	Subtotal	\$ 5,980	\$ 3,080	\$ 14,800	\$ 7,565	\$ -	\$ 31,425

10/16/2021

## PROJECT MANAGEMENT

#	TASK	Principal	Senior Engineer	Project Engineer	Technical Editor	Lead Engineering Technician	Hourly Subtotal	Subtotal Cost
	Billing Rate (\$/hr)	\$250.00	\$200.00		\$115.00			
25	<b>65% Design</b>							
	Project initiation and setup	2					2	\$ 500
	Project Kickoff	2					2	\$ 500
	Site Investigation	2					2	\$ 500
	Mngmt/Coord/Corrspnd	2					2	\$ 500
	Project Meetings	2					2	\$ 500
	CAD Management					3	3	\$ -
	Cover Sheet					2	2	\$ -
	Assemble Submittal	1			1	2	4	\$ 365
	QC	1					1	\$ 250
							0	\$ -
	<b>Hourly Subtotal</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>7</b>	<b>20</b>	
	<b>Cost</b>	<b>\$ 3,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 115</b>	<b>\$ -</b>		<b>\$ 3,115</b>
35	<b>Construction Documents</b>							
	Mgmt/Coord/Corrspnd	2					2	\$ 500
	CAD Management					1	1	\$ -
	Cover Sheet	1				1	2	\$ 250
	Assemble Submittal	1			1	2	4	\$ 365
	QC	1					1	\$ 250
							0	\$ -
							0	\$ -
							0	\$ -
							0	\$ -
	<b>Hourly Subtotal</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>4</b>	<b>10</b>	
	<b>Cost</b>	<b>\$ 1,250</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 115</b>	<b>\$ -</b>		<b>\$ 1,365</b>
80	<b>Construction Administration</b>							
	Mgmt/Coord/Corrspnd	4					4	\$ 1,000
	Site Visit	2					2	\$ 500
							0	\$ -
							0	\$ -
							0	\$ -
							0	\$ -
							0	\$ -
							0	\$ -
							0	\$ -
	<b>Hourly Subtotal</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	
	<b>Cost</b>	<b>\$ 1,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 1,500</b>
	<b>Discipline Totals</b>	<b>23</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>11</b>	<b>36</b>	
	<b>Design Services</b>	<b>\$ 5,750</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 230</b>	<b>\$ -</b>		<b>\$ 5,980</b>

10/16/2021

**STRUCTURAL ENGINEERING**

Senior Structural Engineer	Lead Structural Engineer	Project Structural Engineer	Staff Structural Engineer	Structural EIT	Senior Engineering Technician
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#	TASK	Billing Rate (\$/hr)	\$190.00	\$175.00	\$150.00	\$130.00	\$105.00	\$125.00		
25	<b>65% Design</b>								Hourly Subtotal	Subtotal Cost
	Review Record Information				1				1	\$ 150
	Analysis/Calculations				1				1	\$ 150
	Drawings				2			3	5	\$ 675
	Correspondence				1				1	\$ 150
	Project Meeting				1				1	\$ 150
	QC	1							1	\$ 190
									0	\$ -
									0	\$ -
									0	\$ -
									0	\$ -
	Hourly Subtotal	1	0	6	0	0	3	10		
	Cost	\$ 190	\$ -	\$ 900	\$ -	\$ -	\$ 375			\$ 1,465
35	<b>Construction Documents</b>								Hourly Subtotal	Subtotal Cost
	Analysis/Calculations				1				1	\$ 150
	Drawings				2			3	5	\$ 675
	Correspondence				1				1	\$ 150
	Project Meeting				1				1	\$ 150
	QC	1							1	\$ 190
									0	\$ -
									0	\$ -
									0	\$ -
									0	\$ -
									0	\$ -
	Hourly Subtotal	1	0	5	0	0	3	9		
	Cost	\$ 190	\$ -	\$ 750	\$ -	\$ -	\$ 375			\$ 1,315
80	<b>Construction Administration</b>								Hourly Subtotal	Subtotal Cost
	Misc Questions and support				2				2	\$ 300
									0	\$ -
									0	\$ -
									0	\$ -
									0	\$ -
									0	\$ -
									0	\$ -
									0	\$ -
									0	\$ -
	Hourly Subtotal	0	0	2	0	0	0	2		
	Cost	\$ -	\$ -	\$ 300	\$ -	\$ -	\$ -			\$ 300
	<b>Discipline Totals</b>	2	0	13	0	0	6	21		
	<b>Design Services</b>	\$ 380	\$ -	\$ 1,950	\$ -	\$ -	\$ 750			\$ 3,080

10/16/2021

## MECHANICAL ENGINEERING

#	TASK	Principal Mechanical Engineer	Senior Mechanical Engineer	Project Mechanical Engineer	Staff Mechanical Engineer	Technical Editor	Senior Engineering Technician		
	Billing Rate (\$/hr)	\$250.00	\$180.00	\$155.00	\$130.00	\$115.00	\$125.00		
25	<b>65% Design</b>							Hourly Subtotal	Subtotal Cost
	Kickoff Meeting		2					2	\$ 360
	Review Record Documents		5					5	\$ 900
	Site Investigation		5					5	\$ 900
	Calculations		4					4	\$ 720
	Equipment selection		4					4	\$ 720
	Drawings		1				10	11	\$ 1,430
	Coord/Corrspnd		4					4	\$ 720
	QC	3						3	\$ 750
	Project Meeting		2					2	\$ 360
	Review Comment Resolution		1					1	\$ 180
	<b>Hourly Subtotal</b>	3	28	0	0	0	10	41	
	<b>Cost</b>	\$ 750	\$ 5,040	\$ -	\$ -	\$ -	\$ 1,250		\$ 7,040
35	<b>Construction Documents</b>							Hourly Subtotal	Subtotal Cost
	Finalize Drawings/Design		12				8	20	\$ 3,160
	Coord/Corrspnd		4					4	\$ 720
	QC	2						2	\$ 500
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
	<b>Hourly Subtotal</b>	2	16	0	0	0	8	26	
	<b>Cost</b>	\$ 500	\$ 2,880	\$ -	\$ -	\$ -	\$ 1,000		\$ 4,380
80	<b>Construction Administration</b>							Hourly Subtotal	Subtotal Cost
	Shop Dwg/Submittal Reviews		4					4	\$ 720
	Correspondence		4					4	\$ 720
	DCVRs		4					4	\$ 720
	Site Visits/Reports, Periodic (2)		4					4	\$ 720
	QC	2						2	\$ 500
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
	<b>Hourly Subtotal</b>	2	16	0	0	0	0	18	
	<b>Cost</b>	\$ 500	\$ 2,880	\$ -	\$ -	\$ -	\$ -		\$ 3,380
	<b>Discipline Totals</b>	7	60	0	0	0	18	85	
	<b>Design Services</b>	\$ 1,750	\$ 10,800	\$ -	\$ -	\$ -	\$ 2,250		\$ 14,800

10/16/2021

## ELECTRICAL ENGINEERING

#	TASK	Principal Electrical Engineer	Senior Electrical Engineer	Staff Electrical Engineer	Electrical EIT	Technical Editor	Lead Engineering Technician		
	Billing Rate (\$/hr)	\$250.00	\$200.00	\$135.00	\$105.00	\$115.00	\$110.00		
25	<b>65% Design</b>							Hourly Subtotal	Subtotal Cost
	Kickoff Meeting			2				2	\$ 270
	Review Record Documents			2				2	\$ 270
	Site Investigation			3				3	\$ 405
	Dwg - CAD						7	7	\$ 770
	Dwg - As-Build Existing Conditions			2				2	\$ 270
	Dwg - Demolition			2				2	\$ 270
	Dwg - Power			4				4	\$ 540
	Coord/Corrspnd			2				2	\$ 270
	QC	2						2	\$ 500
	Project Meeting			2				2	\$ 270
								0	\$ -
	<b>Hourly Subtotal</b>	2	0	19	0	0	7	28	
	<b>Cost</b>	\$ 500	\$ -	\$ 2,565	\$ -	\$ -	\$ 770		\$ 3,835
35	<b>Construction Documents</b>							Hourly Subtotal	Subtotal Cost
	Finalize Drawings/Design			5			5	10	\$ 1,225
	Coord/Corrspnd			2				2	\$ 270
	QC	2						2	\$ 500
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
	<b>Hourly Subtotal</b>	2	0	7	0	0	5	14	
	<b>Cost</b>	\$ 500	\$ -	\$ 945	\$ -	\$ -	\$ 550		\$ 1,995
80	<b>Construction Administration</b>							Hourly Subtotal	Subtotal Cost
	Shop Dwg/Submittal Reviews			3				3	\$ 405
	Correspondence			3				3	\$ 405
	DCVRs			3				3	\$ 405
	Site Visits/Reports, Periodic (1)			2				2	\$ 270
	QC	1						1	\$ 250
								0	\$ -
								0	\$ -
								0	\$ -
								0	\$ -
	<b>Hourly Subtotal</b>	1	0	11	0	0	0	12	
	<b>Cost</b>	\$ 250	\$ -	\$ 1,485	\$ -	\$ -	\$ -		\$ 1,735
	<b>Discipline Totals</b>	5	0	37	0	0	12	54	
	<b>Design Services</b>	\$ 1,250	\$ -	\$ 4,995	\$ -	\$ -	\$ 1,320		\$ 7,565





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1650 Cowles Street  
Fairbanks, AK 99701

Jan. 21, 2022

Commissioner Adam Crum  
Alaska Department of Health and Social Services  
3601 C Street, Suite 902  
Anchorage, AK 99503

*RE: Request for Determination That Certificate of Need Review is Not Required*

Dear Commissioner Crum:

In accordance with 7 AAC 07.031(a)(3)(B), please accept this letter as a formal request to determine that a certificate of need is not required under AS 18.07.031 for Foundation Health, LLC (FHP) to replace a CT scanner located in its Fairbanks Imaging and Breast Center (FIBC). The replacement of the CT scanner in the FIBC is a routine replacement and therefore is excluded from the type of expenditure that requires certificate of need review. The routine replacement of the expired CT scanner at FIBC is necessary to continue to meet the needs of the patients in the community and provide quality healthcare services in the communities served by FHP.

As part of FHPs operations, medical equipment is routinely replaced due to expired service warranties, contractual agreements and normal lifespan terminations. The CT scanner at issue was originally purchased in May 31, 2005. As of December 31, 2021, the lifespan of the CT scanner and the service warranties have both expired. Due to the high imaging demands from the community, and the importance of a scanner with up-to-date technology, FHP needs to replace the CT scanner immediately. The replacement CT scanner will neither increase the technological capacity nor will it result in a change in the scope of services offered at the FIBC. It will simply allow FIBC to maintain current patient needs and meet patient expectations.

Under Alaska law, a person may not make an expenditure unless authorized under the terms of a certificate of need issued by the department. AS 18.07.031. "Expenditure" expressly does not include costs associated with routine maintenance and replacement of equipment at an existing health care facility. Id. at (e). "Routine replacement of equipment" is defined under 7 AAC 07.900 (34) as the "customary, ordinary, or usual replacement of worn out, broken, or obsolete equipment." Id. at (A). "Routine replacement of equipment" does not include replacement of medical equipment that increases the technological capacity of the equipment or facility so long as the increase does not result in a change in the scope of services that are being provided. Id. at (B).

A determination that no CON is required for this routine replacement is supported by prior decisions of the Alaska Department of Health and Social Services (Department). On August 14, 2008, the Department determined that a CON was not required for South Peninsula Hospital to replace its then-current MRI with a 1.5 Tesla MRI with a cost estimate between \$1.8 and \$1.9 million. That determination was based on the fact that the replacement was a routine replacement of equipment as defined in AS 18.08.031(e) and that there was no planned increase in MRI services.

Applying Alaska law to the facts as set forth, the replacement of the CT scanner at the FIBC is not an expenditure under AS 18.07.031 because these costs are associated with the replacement of equipment which is obsolete. Much like the South Peninsula Hospital decision described above, since the current CT scanner at FIBC has reached its end-of-life, the CT scanner is obsolete and therefore falls under the definition of routine replacement of equipment such that a certificate of need is not required.

Pursuant to the requirements of 7 AAC 07.031 highlighted below, the following is a description of each component to replace the CT scanner:

- **Clear, complete, and current description of the proposed activity, including a description of each component of the activity proposed to be undertaken;**
  - FHP is proposing to replace the obsolete CT scanner in its FIBC with a new CT scanner. The project will consist of modest construction to buildout the existing shell space, including lead shielding and structural modifications to ensure the existing space can accommodate the installation and operation of the new CT scanner. The construction includes replacing the existing door with a wider door, cutting and trenching the concrete floor to allow a revised arrangement of the cable and cooling line, the addition of a condensate drain for the new CT scanner, the addition of an overhead monitor, camera, and patient lift, renovations to the CT control room to add an observation window, the addition of a faucet with automatic control and the addition of oxygen/suction. Lastly, the existing chillers will be evaluated and connected to extend existing piping to provide chilled water for the replacement CT scanner.
- **Certified estimate of the total cost of each proposed component of the proposed routine replacement;**
  - CT Shell Space Buildout Design costs:
    - CT Shell Design/Construction Documents \$76,053
    - Construction Administration \$13,661

(CT Shell Design Total \$89,714)
  - Equipment Costs:

- CT Scanner: \$1,628,000
- Contrast Power injector: \$40,000 (estimate)
- Patient Lift: \$22,000 (estimate)
- IT Storage: \$56,000 (quote)

○ Chiller Design/Construction Documents\*:

- Chiller Design/Construction Documents: \$24,510
- Construction Administration: \$6,915

(Chiller Design Total: \$31,425)

\*Chiller construction costs are unknown as the design is still in process. Note that the chiller will be used for the whole building, not solely for the CT scanner.

○ CT Shell Space Buildout Construction Costs (proposal): \$537,052

- **Estimated starting date and completion date for the routine replacement.** The estimated starting date will be March 1, 2022. The estimated date for completion of the routine replacement is March 31, 2022.

Based upon the above information, we respectfully request you confirm our understanding that a CON review is not necessary for the replacement of the CT scanner at FIBC. FHP is not adding additional CT scanners, but rather is replacing an expired machine in order to maintain current patient capacity and continue to meet the needs of the Fairbanks community. Please let me know if you need additional information in order to expedite this request for determination.

If you have any questions about this request for determination, please contact me at 907-458-5552. The above information is certified as true and correct as of the date of this letter.

Sincerely,



Shelley D. Eberal, CEO