

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

2-857

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative
Telephone Number

William L. Gilbert
(909) 580-6150

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Ziehm Imaging, Inc.
Paul Holman
(714) 459-2480

\$550,000
\$550,000

Briefly describe the general nature of the contract: Purchase Agreement with Ziehm Imaging, Inc. for the one-time purchase of a Ziehm Imaging Vascular Arm in the amount not to exceed \$550,000.

FOR COUNTY USE ONLY

Approved as to Legal Form



Charles Phan, Deputy County Counsel

Date 8/20/2021

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department



William L. Gilbert, Director

Date

9/14/21

Arrowhead Regional Medical Center
Accounts Payable 400 N Pepper Ave
Colton, CA 92324-1801
US

Arrowhead Regional - 3D w/vascular

PREPARED FOR

Shannon Cundieff
Arrowhead Regional Medical Center
Accounts Payable 400 N Pepper Ave
Colton, CA 92324-1801
US
(909) 580-1509
cundieffs@armc.sbcounty.gov

CREATED BY

Doug Spicer
Advanced Ortho Inc.
dougspicerinc@yahoo.com
(714) 310-9765
(321) 445-5514

Introduction

Thank you for your interest and the opportunity to present you with this quote from Ziehm Imaging

Ziehm Imaging, The C-Arm Company, is the global brand in intraoperative fluoroscopic imaging providing innovative, high-quality products and services by elevating the boundaries of mobile X-ray imaging.

More than Four Decades of Innovation and Research

The core competence and focus of Ziehm Imaging is on intraoperative imaging and innovative X-ray technologies. With strong investments in research and development, more than 15% of Ziehm Imaging's turnover is invested in research and the development of new products. As of today, 80% of our product portfolio is younger than 3 years.

Nationwide Service Coverage

Ziehm Imaging supports our customers with comprehensive service programs from our direct field service organization that offers:

- 24-hour toll-free service and technical support
- Parts inventory in the USA delivered in 24 hours in 98% of requests

Thank you again for the ability to provide you with this quote and we look forward to the opportunity to earn your business.

Sincerely,

Nelson Riggs
Director of National Sales
Ziehm North America
(800) 503-4952

Summary

Summary

Pricing Date: 7/27/2021

Quote Valid Through: 11/30/2021

Sale Note:

| EQUIPMENT | PRODUCT CODE | BILL FREQ | QTY | EXTENDED PRICE |
|---|---------------|-----------|-----|----------------|
| Ziehm Vision RFD 3D 31 with Advanced Vascular Package | 302897-3DAV-2 | One-Time | 1 | \$457,800.00 |
| Articulating Monitor Arm | 302915 | One-Time | 1 | \$4,255.00 |
| Ziehm WLAN W1 Kit | 30210-2 | One-Time | 1 | \$1,665.00 |
| Expanded Field of View | 302887 | One-Time | 1 | \$21,250.00 |
| 3 days of Clinical In-Service | CAS3 | One-Time | 3 | \$24,550.00 |
| Estimated Sales Tax | TAX | One-Time | 1 | \$39,462.62 |

Quote Total: \$548,982.62

VISION RFD 3D Flat Panel Digital Mobile C-arm Motorized on four axes with Advanced Vascular Package and 25 kW Generator – CMOS LINE

Unsurpassed digital image quality with optimum dose efficiency. Four motorized axes movements with distance control for collision protection. Designed to perform a wide range of surgical imaging applications including pediatric with leading edge technology and state-of-the-art functionality. System includes 3k x 3k high resolution, 31cm x 31cm flat panel CMOS detector digital imaging, rotating anode x-ray tube, high-power 25kW generator and Unique Liquid Cooling of x-ray tube/generator for unlimited fluoroscopy time. Proprietary Object Detected Dose Control (ODDC) software optimizes image quality and minimizes dose levels through automatic motion detection, automatic metal object correction, automatic dose reduction and automatic object detection for image optimization even when subject anatomy is at the periphery of the field of view. Simple user interface provided by intuitive Vision Center TFT control panel that includes anatomic program selection and technologist reference image display. Innovative *SmartVascular* user interface provides unequalled ease-of-use for angiographic procedures. X-Ray Generator

40kHz High Frequency, Monoblock

25kW Power including high power boost caps, microprocessor controlled

X-ray Tube

Rotating anode x-ray tube with 0.3/0.6 mm focal spots

Max. anode heat content; 260 kJ/ 365 kHU

Max. anode heat dissipation: 1,000W

Tube housing heat capacity:

Advanced Active Cooling and heat management system

10 million HU system heat capacity

102,000 HU/Min. continuous dissipation in clinical performance

Collimator System

Dedicated pre-collimator for FPD

Asymmetric slot collimator for flat panel detector

Collimator Rotation: +/- 90°

Iris Collimator: 50 – 289 mm diameter

Asymmetric slot Collimator: 50 – 289 mm diameter

Virtual Collimation without radiation

Operating Values

Pulsed Fluoroscopy

kV range: 40 – 120 kV

mA range: 1.5 – 250 mA

pulse width: 7 – 40 ms

pulse rate: 1, 2, 4, 8, 12.5, 25 pulses/sec

Digital Snapshot Mode

kV range: 40 – 120 kV

mA range: up to 250 mA

Flat Panel Detector System

30.7 cm x 30.7 cm, CMOS technology

Detector matrix: 3,072 x 3,072 pixels

Magnifier 1: 2,048 x 2,048 pixels

Magnifier 2: 1,536 x 1,536 pixels

System resolution 4.7 lp/mm

Ziehm Imaging, Inc | 6280 Hazeltine National Drive | Orlando, FL 32822, USA | Ph: (800) 503-4952 (Toll Free) | Ph: 407-615-8560 (Direct) | Fax: (407) 615-8561 | www.ziehm.com

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Q-02224

| PRODUCT CODE | QTY | Product Name |
|--------------|-----|--------------|
|--------------|-----|--------------|

Dynamic Range:

1 x 1 binning: 84 dB

2 x 2 binning: 95 dB

Anti-scatter grid: 70 lines/cm; grid ratio 8:1
Laser positioning device integrated in detector housing

Monitors

Two, ultra-high resolution and brightness, 19" flat screen
Resolution: 1,280 x 1,024 pixels
Viewing angle: 178°, Tilting +/- 10°
Brightness: 1,000 cd/m²

Digital Image Processing

Real-Time Processing Functions

Recursive Filter: 4 levels
Stack filter: 5 levels
Edge enhancement: 5 levels
Window and level
Digital image rotation without radiation
Grayscale inversion
Digital shutters

Post processing Functions

Edge enhancement
Zoom
Image rotation
Windowing
Grayscale inversion
Image cropping

Application-Oriented Anatomical Programs

Bone: Extremities, Trunk
Heart, Abdomen, Soft
Vascular: Extremities, Trunk, Bolus

Additional functions

Large Patient
High quality
Metal
Pediatric

Object Detected Dose Control

Automatic object detection
Automatic motion detection
Automatic dose reduction
Automatic metal correction

Image Acquisition

Auto save
Digital cine pulse with cine loop up to 25 frames/ second

Digital Image Storage & Archiving

100,000 image memory
USB 3.0 port, USB stick

Advanced Vascular Package

Innovative SmartVascular user interface
DSA, Maximum Opacification (MSA), and Roadmap (RSA) functions
Pixel shift and Land marking

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Measurement Functions
Extremity, torso, and bolus chase programs for optimized image quality
Anatomical Marking Tool
CO# Package

User Interface

TFT touch screens on C-arm and workstation with Smart-Eye technologist reference image

Intuitive icons for easy use

Patient annotation

SmartArchive for easy, fast image archive access and selection

1, 4, or 16 image mosaic

Live image display on C-arm touch screen

Remote Vision Center (RVC)

4 axes movement control

Fluoro button

Emergency stop button

Radiation lamp

Position Control Center (PCC)

4 axes movement control

Save and recall of up to 3 positions

Home/ 0 position button

Emergency stop button

HIPAA security package

X-ray enable key lock

Air kerma dose display

Wireless Toggle Footswitch and handswitch

Injector interface (cable not included!)

Mobile Cart for RVC and PCC

Ziehm Netport DICOM Package

Includes interface and software for:

Storage Class and Storage Commit

Worklist Class, including MPPS

Query Class

Media Class

Retrieve Class

DICOM viewer software with auto-run for DVD or USB

3D Workstation

Hardware

Intel Core 2

2,048 MB DDRAM

USB Mouse

USB Keyboard

Software

Control software for variable isocentric movement

3D visualization

Multiplanar reconstructions(MPR)

Volume Rendering

Slice planes: axial, sagittal, coronal

3D reconstruction algorithm FBP

Ziehm Iterative Reconstruction (ZIR) 3D reconstruction algorithm

3D volume size: 6.2" x 6.2" x 6.2"

Resolution: 320³ voxels

Thick slice filter function

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| PRODUCT CODE | QTY | Product Name |
|--------------|-----|-------------------------------------|
| | | Iso loop |
| | | Measurement function: length, angle |
| | | Zoom function |
| | | Parallel slices function |

Video Output Connector(s)

Video connector FullHD SDI for split display

Two video connectors for external display of right and left monitors

2 DVI Outputs

| | | |
|---------|------|-------------------------------|
| 302915 | 1.00 | Articulating Monitor Arm |
| 30210-2 | 1.00 | Ziehm WLAN W1 Kit |
| 302887 | 1.00 | Expanded Field of View |
| CAS3 | 3.00 | 3 days of Clinical In-Service |

3 Days of Clinical In-Service

Three consecutive days of additional in-service by Ziehm ARRT certified Applications Specialists. In-service training must be performed within 12 months from date of installation.

| | | |
|-----|------|---------------------|
| TAX | 1.00 | Estimated Sales Tax |
|-----|------|---------------------|

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ADDITIONAL INFORMATION

Clinical Operator Training

Up to three consecutive days² of in-service by Ziehm ARRT certified Applications Specialists for a recommended maximum of six (6) trainees. (General purpose systems will have one (1) day of in-service

; Vascular systems up to three (3) consecutive days. Additional training available for additional charge.)

Continuing Education (CE) credits from the American Society of Radiologic Technologists are available for those X-ray technologists who successfully complete the training course.

Notes:

1 Requires 20 Amp/ 110V electrical supply

2 Onsite training provided from 8am to 5pm, Monday through Friday. Includes all CIS travel & living expenses.

3 The best user training result occurs when a dedicated core group of technologists complete the training. Ziehm Imaging guarantees that individuals in the core group, who complete the entire training, will be able to perform the tasks required for basic operation of the system.

Shipping Address: 14622 El Molino St, Fontana, CA 92335-6205 US

Payment Terms: Net 60 after invoice date; invoice to be issued after delivery or installation, whichever is later

Shipping Terms: FOB Destination

Freight: Included

Warranty: 12 months parts and labor

Warranty statement provided upon request

Shipment lead time: Approx. 4 weeks

Sales Tax: estimate included

To Order:

Make purchase orders to Ziehm Imaging

Sign this quotation

Fax a signed copy of the purchase order and a signed copy of this quotation to 321-445-5514 or email to sales-us@ziehm.com

Mail deposit to Ziehm Imaging, 6280 Hazeltine National Drive, Orlando, FL 32822

Failure to provide any of the above to Ziehm Imaging, Inc. at the time of order may delay delivery.

All purchases being financed through Leasing Companies require a deposit and a purchase order on Lender's Letterhead. For your order to be accepted, the Lender's PO must be received.

By signing this quotation and issuing a purchase order against it, the Customer and Ziehm accepts the Ziehm Imaging, Inc. Terms and Conditions in Attachment A, all of which are incorporated herein as if set forth in full, and acknowledges no other contracts; fee payments to third parties or terms and conditions apply to the solutions, goods and/or services contained within this quotation.

This Quote may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Quote. The parties shall be entitled to sign and transmit an electronic signature of this Quote (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request

Signed By:

San Bernardino County on behalf of Arrowhead Regional Medical Center (Customer)

Date


Curt Hagman
Chairman, Board of Supervisors

Date

NOV 16 2021

Ziehm Imaging, Inc.



8/20/2021

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ATTACHMENT A

TERMS AND CONDITIONS

IF THE COUNTY OF SAN BERNARDINO BOARD OF SUPERVISORS (BOARD) HAS APPROVED A CONTRACT FOR THE GOODS AND/OR SERVICES BEING PROVIDED UNDER THIS PURCHASE ORDER, AND THE CONTRACT CONTAINS ADDITIONAL AND/OR DIFFERENT TERMS THAN THOSE LISTED IN THE PURCHASE ORDER, THE TERMS OF THE BOARD APPROVED CONTRACT WILL PREVAIL.

Providing goods and/or services pursuant to this Purchase Order reflects Vendor's acknowledgment of, and agreement to be bound by, the following Terms and Conditions:

INVOICES: Invoice each purchase order separately. Items on this purchase order must not be billed with those on other purchase orders. No charge for packing or drayage will be allowed except when specified on order and evidenced by a copy of the freight bill attached to the invoice. A freight bill must accompany invoices whenever freight charges are prepaid and added to the invoice. Purchase order number and consignee must be clearly shown on all invoices, shipping documents, shipments, correspondence, and related papers.

PAYMENTS: Payments shall be made, upon submission of itemized invoices of the prices stipulated, for supplies delivered and accepted or service rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made when authorized by the Purchasing Agent.

Note: To expedite payment of the invoice, mail or email the invoice to the "Bill To" address shown on the purchase order promptly, and include the purchase order number on the invoice.

If for any reason, an over-payment is made, we require prompt refund via your properly referenced check, in order that we can expedite clearing of the overpayment through our accounting system.

DEFICIT REDUCTION ACT OF 2005, SECTION 6032 IMPLEMENTATION: As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program (fMedi-Cal"), providers must comply with the False Claims Act Employee Training and Policy Requirements in 1902 (A) of the Social Security Act (42 USC 1396 (A) (68)), set forth in that subsection and as the Federal Secretary of Health and Human Services may specify.

INSPECTION: All materials and workmanship are subject to inspection and test by the County for compliance with specifications as included herein. In the event articles or services are defective or not in conformity with this order, the County shall have the right either to reject the items or require correction. Defective articles or services shall be removed from the County premises and/or corrected by and at the expense of the Vendor. Failure to inspect and accept or reject shall not relieve the Vendor of responsibility for compliance with specifications. Final acceptance shall be conclusive except as to latent defects, fraud, or such gross mistakes as amount to fraud.

RESPONSIBILITY: Unless otherwise specified, the Vendor shall be responsible for all items covered by this purchase order until delivered to the designated delivery point, and the Vendor shall bear all risks as to items rejected or requiring correction after notice of such rejection or correction is given.

CHANGES: This purchase order may, at any time, by written order, be changed as to the materials or services to be furnished, quantities ordered, unit price, discount, delivery point or arrangements, terms, or any other matters affecting a valid order. In the event such change causes an increase or decrease in cost of performance hereunder, an equitable adjustment will be made for the cost, subject to the written approval of the Purchasing Agent. No change or other modification to this purchase order, by invoice, shipping documents or other communication, shall be binding upon the Purchasing Agent unless accepted in writing.

VARIATIONS-QUANTITIES: No variation in the quality or quantity of any item called for by this purchase order shall be acceptable except pursuant to written change order so authorizing, and no change in cost shall be valid unless so ordered.

TERMINATION: This purchase order may be terminated in whole or in part at the end or during any fiscal year by written notice to Vendor for any reason including insufficient funding. Such termination shall be effective in the quantity, manner, and time specified in such notice and the County shall be liable at the stipulated price for only such materials and/or services as have been delivered, and/or rendered and accepted. The County shall not be liable for any excess costs arising out of such termination, and failure of the Vendor to cease delivery and/or work upon receipt of termination notice shall not occasion a claim for extra costs.

LIABILITY: The County shall not be responsible for any damages that may be claimed by reason of death or injury of the person of the Vendor's officers, agents, employees, invitees, or licensees, or for damage to any property of the Vendor or that may arise or result at any time because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed to, proximately, by reason of, or in the course of carrying out this purchase order. The Vendor shall assume full responsibility for the result of any claim arising under this purchase order, and the Vendor shall indemnify, defend, and hold harmless the County, all officers and employees thereof, from all damages, costs, or expenses, in law or in equity, because of personal injury, property damage, or alleged or actual patent infringements, based on the performance of this purchase order.

DELAYS-DAMAGES: In the event the Vendor fails to perform this purchase order within the time specified, if any, or a reasonable time after placement of the order, the Purchasing Agent may, by written notice, order the Vendor to cease further deliveries and may hold the Vendor liable for any damage caused the County by reason of such delay. Periods of performance may be extended if the facts as to the cause of the delay justify such extension in the opinion of the Purchasing Agent.

COMPLIANCE: The articles covered by this purchase order or contract must conform to safety orders of OSHA, CALOSHA, and/or NIOSHA and applicable Safety Data Sheets.

ELECTRONIC FUNDS TRANSFERS: Vendor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Vendor's designated checking or other bank account. Vendor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.

CONTRACTOR'S LICENSE: Unless otherwise qualified, Vendor agrees for the period of any agreement formulated that a total price more than \$500.00 for any public work requires an active Contractor's License Number. It is the Vendor's responsibility to make sure that their license is active, valid and on file with the department to which the services are being provided. If Contractor is not licensed as required, Contractor will not be paid for any work performed in violation of this requirement.

INSURANCE: County self-insures goods upon title of goods being transferred to County. Prior to commencement of work, Certificates of Insurance shall be delivered and approved by the County Department to which products or services are being provided. Commencement of work prior to delivery and approval of Certificates of Insurance shall not act as a waiver of the Terms and Conditions attached hereto and may be treated as a material breach of this agreement. The required insurance policies shall have coverage limits of at least \$1,000,000.00 per claim or occurrence and a \$2,000,000.00 general aggregate. Additional or other insurance may be required by addendum.

PREVAILING WAGE: Where labor is required for public works as part of any requirements covered by this purchase order and as such is defined by the California Labor Code, Vendor shall pay no less than the applicable prevailing wages specified.

COMPLIANCE WITH LAWS: Vendor shall fully comply with all applicable provisions of federal, state and local laws, rules and regulations, and Vendor agrees to hold the County, its agents, officers and employees harmless from any and all liability, costs, including, but not limited to attorney's fees and damages resulting from failure of compliance.

NONDISCRIMINATION: By acceptance of this purchase order, Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all anti-discrimination laws of the United States and the State of California. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin, disability or sex. If the County finds that the above provisions have been violated, the same shall constitute a material breach of contract and the County through the Purchasing Agent may determine to cancel, terminate or suspend the purchase order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the purchase order, the County shall at its option and in lieu of cancellation, termination or suspension of this purchase order, be entitled to liquidated damages pursuant to California Civil Code section 1671 of the greater of ten percent (10%) of the purchase order amount or One Thousand Dollars (\$1000).

GOVERNING LAW AND VENUE: This purchase order shall be governed by and construed in accordance with the laws of the State of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this purchase order, and further agrees and consents that venue for any action shall be exclusively in the County of San Bernardino, California.

ASSIGNMENT AND DELEGATION: Vendor shall not assign its rights or delegate its duties under this purchase order without County's prior written authorization and any assignment or delegation without such authorization shall be null and void and shall constitute a material breach of this purchase order. The Purchasing Agent may immediately cancel or terminate the purchase order.

MOST FAVORED CUSTOMER: Vendor represents that the prices charged the County in this purchase order do not exceed existing selling prices to other customers for the same or substantially similar articles or services for comparable quantities under similar terms and conditions.

COVENANT AGAINST GRATUITIES: The offering of gifts, excluding token gifts of a promotional or advertising nature, or gratuities by the Vendor or any agent or representative of the Vendor is strictly prohibited. The Vendor warrants that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the County with a view toward securing this purchase order or favorable treatment with respect to any determination concerning this.