



# Bid Waiver Form

Revised 02/2020

<b>Short Description of Goods/Services</b>	Picture Archiving & Communication (PACS) System for CT Scanner
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<b>Date</b>	July 29, 2020
<b>Department</b>	Medical Examiner
<b>Name</b>	Barry Irmén
<b>Email</b>	irmen@countyofdane.com
<b>Phone</b>	608-284-6000
<b>Purchasing Officer</b>	Pete Patten

<b>Vendor Name</b>	Fujifilm Medical Systems, USA, Inc.
<b>Vendor MUNIS #</b>	30902
<b>Requisition #</b>	TBD
<b>Requisition Year</b>	2020
<b>Total Cost</b>	\$ 45,774

**\*A VENDOR QUOTE MUST BE ATTACHED TO THE WAIVER FOR APPROVAL\***

**Provide a detailed description of the goods/services intended to be purchased:**

The Picture Archiving & Communication (PACS) system provides the ability to interpret and review images from medical equipment (CT Scanner). It archives for the storage and retrieval of images and reports after being transferred from the CT Scanner. The system also provides a secure network for transmission of patient information.



# Bid Waiver Form

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Procurement Exception List (place an "X" next to any that apply)	
	<b>Emergency Procurement</b>
X	<b>Only one vendor possesses the unique and singularly available ability to meet the Department's requirements</b>
	<b>Unique and specific technical qualifications are required</b>
	<b>A special adaptation for a special purpose is required</b>
	<b>A unique or opportune buying condition exists</b>

**Provide a detailed explanation as to why the competitive bidding (RFB/RFP) process cannot be used. Also provide a detailed justification in relation to the Procurement Exception chosen:**

Fujifilm Medical Systems is the only vendor in the PACS marketplace to provide server-side rendering which improves speed, efficiency and security. No protected health information ever leaves the server which is a level of patient security that is only offered through Fuji. The server-side rendering also allows upgrades to be completed on the server, which will decrease the amount of maintenance needed from an Information Management standpoint.

## Bid Waiver Approval (Purchasing Use Only)

Under \$37,000 Controller Approval	Date

\$37,000 or over Personnel & Finance Committee Approval	Date



## Fujifilm PACS's Industry Differentiators

- Server-Side Rendering- only vendor in the market place to offer this functionality
  - Improved Speed
  - Improved Efficiency
  - Improved Security- No PHI ever leaves the server
  - Upgrades done to the server and no need for IT to touch the desktop
    - Much like logging into a banking application or Google. The user interface may change but there is nothing to be done on the workstation.
  
- HTML 5 Client
  - Completely web based
  - Zero download to the desktop
    - Offering less maintenance for IT staff
  - Browser Friendly
    - Chrome
    - Safari
    - FireFox

FUJIFILM Medical Systems USA, Inc.

Quote #2020-60873 1

Date of Issue: 7/21/2020

Dade County Medical Examiners Office PACS Quotation.  
Software Only Quotation

Contact: Sherry Brandys

Phone: (630) 338-7947

Email: [sherry.brandys@fujifilm.com](mailto:sherry.brandys@fujifilm.com)

FUJIFILM Medical Systems USA, Inc.  
81 Hartwell Avenue Suite 300  
Lexington, MA 02421  
800-431-1850

Quote: 2020-60873 1  
Date: 7/21/2020  
Expires: 9/19/2020

GPO:N/A

FOB: Destination

CONFIDENTIAL QUOTATION

Contact: Sherry Brandys

Contact Phone: (630) 338-7947

Contact Email: sherry.brandys@fujifilm.com

CUSTOMER SOLD TO:

Dane County Medical Examiner's Office  
3111 Luds Ln.  
McFarland Wisconsin 53558  
ATTN:  
(608) 284-6000

CUSTOMER BILL TO:

Dane County Medical Examiner's Office  
3111 Luds Ln.  
McFarland Wisconsin 53558  
ATTN:  
(608) 284-6000

CUSTOMER SHIP TO:

Dane County Medical Examiners Office  
3111 Luds Ln.  
McFarland WI 53558  
ATTN: Barry Irmen

Additional Ship To Addresses? No

Configuration - Included Items

Qty	Part #	Description	Net
200	800043071	SYNAPSE PACS SOFTWARE LICENSE VOLUME COMPONENT **- When the additional volume exceeds 200 studies, the purchase of additional studies volume license is required at unit price of \$3.77 per study. - Additional licenses are to be purchased in 1,000 study increments and require simultaneous extension to the Maintenance Services Agreement at the rate shown in the POP Service Agreement.	\$754.00
1	800006985	PROFESSIONAL SERVICES SYNAPSE PACS CLINICAL CONFIGURATION & WORKFLOW PER 20 K VOLUME - 2 DAYS FOR EACH UNIT QUOTED	\$5,000.00
1	800006966	PROFESSIONAL SERVICES SYNAPSE PACS IMPLEMENTATION SERVICE FOR LESS THAN 80K STUDIES	\$37,500.00
200	800047654	SYNAPSE COMPUTE LICENSE PACS	\$20.00
1	800006920	PROFESSIONAL SERVICES SYNAPSE PACS DIGITAL SOLUTIONS ADVISORY CONSULTING PER DAY RATE **	\$2,500.00
Subtotal:			
Net			\$45,774.00



FUJIFILM Medical Systems USA, Inc.  
81 Hartwell Avenue Suite 300  
Lexington, MA 02421  
800-431-1850

Quote: 2020-60873 1  
Date: 7/21/2020  
Expires: 9/19/2020

GPO:N/A

FOB: Destination

## Quotation Pricing

Quote # 2020-60873

Total Net Price: \$45,774.00  
\*\* Estimated Sales Tax: TBD

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\*\* Applicable sales taxes, shipping and handling charges are the responsibility of the Customer. Customers claiming an exemption from sales taxes must have a valid sales tax exemption certificate on file with FMSU. Applicable sales taxes will be charged at the rates established by the taxing authorities at the Customer's location where products and services are tendered as set forth on this Configuration Quote.

FUJIFILM Medical Systems USA, Inc.  
81 Hartwell Avenue Suite 300  
Lexington, MA 02421  
800-431-1850

Quote: 2020-60873 1  
Date: 7/21/2020  
Expires: 9/19/2020

GPO:N/A

FOB: Destination

## Quotation Acceptance

Quote # 2020-60873

1. Order Terms. This Configuration Quote is the complete terms of this order and is made a part of the End User Purchase, License and Service Agreement between FMSU and Customer dated mm/dd/yyyy. If the parties have not previously executed an End User Purchase, License and Service Agreement with respect to this transaction, this Configuration Quote incorporates by reference and is subject to the applicable Terms and Conditions of FMSU's End User Purchase, License and Service Agreement posted at the FMSU website at <http://www.fujifilmusa.com/termsandconditions/customer/>.
2. The expiration date of this Configuration Quote is 9/19/2020. If not signed and returned prior to this date, the Configuration Quote must be reissued and is therefore subject to any prices changes that have become effective.
3. No additional or conflicting terms included in a customer issued purchase order and/or other customer issued document shall have any effect.
4. In the event of a conflict or inconsistency between the terms of this Configuration Quote and the End User Purchase, License, and Service Agreement this Configuration Quote shall control.
5. The individuals signing below represent that they have the authority to execute this Configuration Quote on behalf of the Customer and FMSU respectively.
6. This Configuration Quote may include hardware and other third party products that may not be available when the order for the hardware or third party products is placed with the vendor due to the product having being discontinued or having an excessive backlog. When parts as specified in the Configuration Quote are not available from the vendor, FMSU reserves the right to substitute what it believes are functionally equivalent products from the same vendor without notification to the customer.
7. The parties acknowledge that the products and Services set forth on this Configuration Quote represent each party's understanding of the products and services that are suitable for Customer's needs based on the information that Customer has provided to FMSU. Customer acknowledges that changes to the Configuration Quote may result in additional fees and/or purchase costs.
8. For Customer purchasing Synapse Learning Cloud 360 (SLC360) Education Program, a SLC360 Program Guarantee will be considered achieved if Customer demonstrates at least 90% competency



scores on all Practicums from each subscribed user, including but not limited to Radiologists and Emergency Department Physicians. The SLC360 Program Guarantee provides that with at least 90% competency scores on all Practicums from each subscribed user, including but not limited to Radiologists and Emergency Department Physicians, the number of on site training days required will not exceed the training days quoted for pre-live and go live support. If the SLC360 Learning Program Guarantee does not hold true, FMSU will reassess and provide additional training support (in a combination of on site and/or remote training) at no cost, through go live, to Customer to achieve user adoption. If Customer does not achieve 90% compliance on SLC360 Education Program for 100% of the subscribed users, including Radiologists and ED Physicians, any additional training (on site or remote) that is required above and beyond the implementation training purchased, will be payable by Customer before any additional training is scheduled and / or provided. Subscription access to SLC360 will be set up as a perpetual subscription that can be canceled, in writing, by Customer at any time, but at least 90 days prior to the automatic annual renewal, at the discretion of either party. If Customer does not achieve 90% or greater on SLC360, within its user base, 2 weeks prior to cutover(s)/pre-live(s), Customer will need to reschedule cutover(s)/pre-live(s). Cost associated with rescheduling cutover(s)/pre-live(s) and /or go live(s) will be determined specific to the implementation resource and timeline requirements.

**Payment Terms:**

The payment terms for a transaction where all or a portion of the transaction would be considered a capital purchase are:

- Invoices for down payments are due upon receipt. Invoices associated with delivery, Acceptance or other milestones are due in accordance with the terms stated on the invoice.
- The payment terms for a transaction where all or a portion of the transaction would be considered a lease or a fee per study transaction financed by a third party shall be as specified in the agreement between Customer and the finance company.
- Payment terms for (i) purchases totaling less than \$100,000 or (ii) purchases totaling less than \$100,000 in Software, are due upon delivery of product(s) or performance of services.

Incremental Software license fees are due upon execution of this Configuration Quote.

- Payment terms for Software purchases with a total order value \$100,000 or greater are 20% / 60% / 20% where twenty percent (20%) is upon execution of this Configuration Quote. Sixty percent (60%) is due upon commencement of System installation activities. The remaining balance of twenty percent (20%) is due upon Acceptance or First Clinical Use of the System or components, whichever occurs first.
- Payment terms for sales orders consisting solely of migration services will be 20% / 60% / 20%, where 20% is due upon execution of this Configuration Quote. Sixty (60%) is due when migration services commences. Final 20% is due when FMSU submits the final migration report to Customer.

- Customers purchasing Cloud Services who also issue Purchase Orders (PO), are required to issue a separate PO for the estimated Cloud Services operational fees shown on this Configuration Quote. The PO must be valid for an initial term of five years and reflect the estimated total Cloud Services operational fees for that period as set forth herein. Customer's usage of Cloud Services is billed, in arrears, based on Customer's actual usage of such Services. Upon the expiration of the initial term, Cloud Services renew for successive one-year periods unless Customer provides written notice of termination at least 90 days prior to the termination of the then-current term. The fees for each such renewal period(s) shall be billed, in arrears, based on Customer's actual usage of Cloud Services. In the event Customer provides written notice of Cloud Services termination, fees shall continue to be billed in arrears, based on Customer's actual usage of Cloud Services, until Customer provides written notice to disable Services and delete managed and/or protected system(s) data.
- Virtual Image Exchange (VIE) is sold on an annual basis and must be purchased each year for continued use. Pricing is based on Customer's current study volume, where study volume is defined as the total number of all studies in all departments that do or will utilize the VIE solution. If Customer's study volume increases during the contract year due to non-organic growth (e.g. Customer site is involved in a consolidation, merger or acquisition) and the total number of studies exceeds the contract study volume purchased, a one-time fee of \$6,000 will be assessed to cover the additional volume change.
- Customer purchasing Nuance Term (Transactional Model) Reporting Services are required to issue a separate PO to cover the Nuance Term Services. The PO should be for five years and should estimate the total expense. Nuance Term Reporting Services are billed monthly in arrears based on actual usage.
- Net 30 Days from Shipment.

Customer's agreement to these payment terms and order terms and conditions:

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Fujifilm Signature

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Customer Signature

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Title

Date

Title

Date

FUJIFILM Medical Systems USA, Inc.  
81 Hartwell Avenue Suite 300  
Lexington, MA 02421  
800-431-1850

Quote: 2020-60873 1  
Date: 7/21/2020  
Expires:30 Days After Installation  
GPO: N/A  
FOB: Destination

**Sold To:**

Dane County Medical Examiner's Office  
3111 Luds Ln.  
McFarland Wisconsin 53558  
Attn:  
Phone: (608) 284-6000  
Fax:  
Email:

**Agreement**

FUJIFILM Medical Systems U.S.A., Inc. (FMSU) agrees to provide the Services specified herein to Customer's Equipment specified on the attached Equipment Detail List.

**Coverage Term**

For the period of 48 months, commencing UPON EXPIRATION OF STANDARD FUJI WARRANTY, FUJIFILM Medical Systems U.S.A., Inc. (FMSU) agrees to service the equipment on the attached list.

**Service Rate**

The Service Agreement will be billed in advance at an annual rate of:	Year 1	\$190.00
	Year 2	\$190.00
	Year 3	\$190.00
	Year 4	\$190.00
	Total:	\$760.00

Payment Options:  Annual  Semiannual  Quarterly

Price is the same regardless of Payment Option chosen.  
Payment is due Net 30.

**Service Terms**

Synapse Critical (24 X 7) Service Coverage Consists of:

**SYNAPSE SOFTWARE**

- Software Updates are included. Includes on-site labor for installation and implementation. Software updates insure your system is operating at peak performance.
- Software Upgrades for products purchased are included. This covers minor and major software releases. eg; version 3.1 to 3.2 to 4.0.

- Active Monitoring is included with all Synapse service agreements.

#### SYNAPSE HARDWARE (if applicable)

- All Fuji supplied hardware covered, except pass-thru items\* as defined below. Synapse engineers in conjunction with hardware suppliers will complete all maintenance activities. Includes firmware upgrades and parts as required.

NOTE: If HW is not covered under FMSU Service Agreement and the service call determines the problem to be HW related, the event will be billed at prevailing FMSU rate less 20% discount.

#### TECHNICAL ASSISTANCE CENTER

- Remote On-line Diagnostics -- Technical Assistance Center is available 24 hours per day, 7 days per week. Using the single support number, assistance with all Fuji products is available.
- Imaging specialists are available during normal business hours to assist in image quality or user application questions.

#### LABOR/TRAVEL

- Emergency service and Travel covered 24 Hours per day, 7 days per week. 365 days per year. Scheduled/Routine maintenance and upgrades are performed during normal business hours (8:30am- 5:00pm).
- Scheduled routine maintenance & upgrade performed outside of normal business hours are billable at the prevailing FMSU hourly rate less 20% discount.

\*Those items, if any, purchased by customer hereunder, which are not offered by Fuji in its price list with standard Fuji part numbers shall be classified as "Pass Through" items. For Pass Through items, Fuji is acting solely as a purchasing service or agent for this item on the behalf of the customer, and will not service or warranty these items in any way.

## Acceptance

Synapse Critical (24 X 7) Service Coverage Consists of:

#### SYNAPSE SOFTWARE

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The Agreement Subject to the Terms Attached to this Document.

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Fujifilm Signature

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Customer Signature

---

Title

Date

---

Title

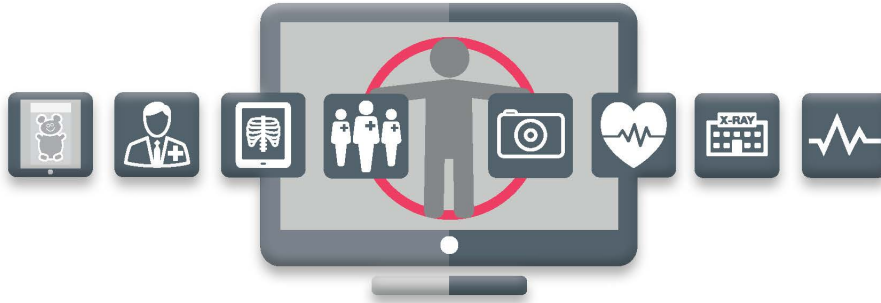
Date

Configuration - Included Items

Model	Description	List Price	Net Price
870000291 PACS For Part # 800043071 Qty 200	SYNAPSE PACS SOFTWARE LICENSE 24X7 SERVICE ANNUAL SUPPORT FEE	\$242.00	\$182.00
870000934 PACS For Part # 800047654 Qty 200	SYNAPSE COMPUTE SUPPORT	\$8.00	\$8.00

# License Compliance Program for Synapse Enterprise Imaging

Solutions to help track and manage license usage



Fujifilm’s License Compliance Program provides tracking and reporting of license usage to allow you to plan for future growth in your business. Please see the terms and conditions in the End User Purchase, License, and Service Agreement (EUPLSA) for additional information.

**License Compliance Program features include:**

	<p>A dedicated License Compliance team member to assist with questions or requests</p>
	<p>12-month volume usage history, allowing you to track usage by Synapse® product</p>
	<p>Consistent audit period, allowing you to easily forecast volume in future years</p>
	<p>Simple, streamlined process for reconciling your license requirements</p>

For further information on our products and offerings, please visit [ei.fujimed.com](http://ei.fujimed.com).

FUJIFILM Medical Systems U.S.A., Inc.  
419 West Avenue, Stamford, CT 06902-6348  
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