This document has been prepared by Omnicell exclusively for:

State of Nevada Purchasing Division -Division of Public and Behavioral Health

LEASING OF PHARMACEUTICAL DISPENSING SYSTEM AND RELATED SERVICES
June 13, 2016

PART II - COST PROPOSAL

Omnicell

TAB I

Presented by Omnicell, Inc.
590 E. Middlefield Rd.
Mountain View, CA 94043
Phone (toll-free): (800) 850-6664
E-mail: info@omnicell.com
Fax: (650) 251-6266

Prepared for
STATE OF NEVADA PURCHASING DIVISION -DIVISION OF PUBLIC AND BEHAVIORAL HEALTH

Teri Becker
Purchasing Officer
515 E. Musser Street
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Carson City, NV 89701
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June 13, 2016

Instructions:

Part II – Cost Proposal	
RFP Title:	Pharmaceutical Dispensing System
RFP:	3249
Vendor Name:	Omnicell, Inc.
Address:	590 Middlefield Rd., Mountain View, CA 94043
Opening Date:	June 13, 2016
Opening Time:	2:00 PM

One (1) original marked "MASTER"; and Six (6) identical copies.

Your Account Representative:
Blake Heimall
System Sales Director
Omnicell, Inc.
949-244-5475
blake.heimall@omnicell.com

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TAB II - COST PROPOSAL

RAWSON NEAL

Lease Term: 24 Months

			Product		Monthly Services	
Product	**Description**	**Qty**	**Unit Price**	**Extended Price**	**Unit Services**	**Extended Services**
MDA-DRW-003	FLEXBIN 96SINGLEDOSEDRWRGUIDELIGHT	20	$110.48	$2,209.60		
MDA-FRM-005	OMNIRXG4	10	$456.96	$4,569.60	$82.00	$820.00
MDA-PNT-002	MEDICATION LABELPRINTER(G4 LID)	10	$64.28	$642.80	$11.73	$117.30
MDA-SCN-003	2DSAFETYSTOCKG4 (OMNIRX,TT, HALFRX)	10	$42.08	$420.80		
OLL12	12-BIN LOCKINGDRAWER	20	$80.34	$1,606.80		
OLL24	24-BIN LOCKINGDRAWER	80	$80.34	$6,427.20		
OLMD24	24-BIN LIGHTED MATRIXDRAWER	10	$39.17	$391.70		
OLRXPVU	OMNILINKRX,PHARMACY,VIEWERUSER,OPTION	9	$100.43	$903.87	$16.22	$145.98
OLRXSL	OMNILINKRX,SENDING,LOCATION OPTION	9	$103.45	$931.05	$16.22	$145.98
OSPPO	Profile Driven Option	10	$62.27	$622.70	$12.98	$129.80
SRD-IDR-021	TOUCH &GOFORG4 LIDCONSOLE	10	$32.04	$320.40		

Total Monthly Product	$19,046.52
Total Monthly Support Services	$1,359.06
Grand Total Monthly	$20,405.58

Total Product	$457,116.48
Total Support Services	$32,617.44
Total Shipping & Handling	$4,890.68
Grand Total	$494,624.60

Lease Term: 60 Months

			Product		Monthly Services	
Product	**Description**	**Qty**	**Unit Price**	**Extended Price**	**Unit Services**	**Extended Services**
MDA-DRW-003	FLEXBIN 96SINGLEDOSEDRWRGUIDELIGHT	20	$48.66	$973.20		
MDA-FRM-005	OMNIRXG4	10	$201.27	$2,012.70	$82.00	$820.00
MDA-PNT-002	MEDICATION LABELPRINTER(G4 LID)	10	$28.31	$283.10	$11.73	$117.30
MDA-SCN-003	2DSAFETYSTOCKG4 (OMNIRX,TT, HALFRX)	10	$18.54	$185.40		
OLL12	12-BIN LOCKINGDRAWER	20	$35.39	$707.80		
OLL24	24-BIN LOCKINGDRAWER	80	$35.39	$2,831.20		
OLMD24	24-BIN LIGHTED MATRIXDRAWER	10	$17.25	$172.50		
OLRXPVU	OMNILINKRX,PHARMACY,VIEWERUSER,OPTION	9	$44.24	$398.16	$16.22	$145.98
OLRXSL	OMNILINKRX,SENDING,LOCATION OPTION	9	$45.56	$410.04	$16.22	$145.98
OSPPO	Profile Driven Option	10	$27.43	$274.30	$12.98	$129.80
SRD-IDR-021	TOUCH &GOFORG4 LIDCONSOLE	10	$14.11	$141.10		

Total Monthly Product	$8,389.50
Total Monthly Support Services	$1,359.06
Grand Total Monthly	$9,748.56

Total Product	$503,370.00
Total Support Services	$81,543.60
Total Shipping & Handling	$4,900.98
Grand Total	$589,814.58

STEIN HOSPITAL

Lease Term: 24 Months

			Product		Monthly Services	
Product	**Description**	**Qty**	**Unit Price**	**Extended Price**	**Unit Services**	**Extended Services**
MDA-DRW-003	FLEXBIN 96SINGLEDOSEDRWRGUIDELIGHT	8	$110.48	$883.84		
MDA-FRM-005	OMNIRXG4	4	$456.96	$1,827.84	$82.00	$328.00
MDA-PNT-002	MEDICATION LABELPRINTER(G4 LID)	4	$64.28	$257.12	$11.73	$46.92
MDA-SCN-003	2DSAFETYSTOCKG4 (OMNIRX,TT, HALFRX)	4	$42.08	$168.32		
OLL12	12-BIN LOCKINGDRAWER	8	$80.34	$642.72		
OLL24	24-BIN LOCKINGDRAWER	32	$80.34	$2,570.88		
OLMD24	24-BIN LIGHTED MATRIXDRAWER	4	$39.17	$156.68		
OLRXPVU	OMNILINKRX,PHARMACY,VIEWERUSER,OPTION	4	$100.43	$401.72	$16.22	$64.88
OLRXSL	OMNILINKRX,SENDING,LOCATION OPTION	4	$103.45	$413.80	$16.22	$64.88
OSPPO	Profile Driven Option	4	$62.27	$249.08	$12.98	$51.92
SRD-IDR-021	TOUCH &GOFORG4 LIDCONSOLE	4	$32.04	$128.16		

Total Monthly Product	$7,700.16
Total Monthly Support Services	$556.60
Grand Total Monthly	$8,256.76

Total Product	$184,803.84
Total Support Services	$13,358.40
Total Shipping & Handling	$2,548.31
Grand Total	$200,710.55

Lease Term: 60 Months

			Product		Monthly Services	
Product	**Description**	**Qty**	**Unit Price**	**Extended Price**	**Unit Services**	**Extended Services**
MDA-DRW-003	FLEXBIN 96SINGLEDOSEDRWRGUIDELIGHT	8	$48.66	$389.28		
MDA-FRM-005	OMNIRXG4	4	$201.27	$805.08	$82.00	$328.00
MDA-PNT-002	MEDICATION LABELPRINTER(G4 LID)	4	$28.31	$113.24	$11.73	$46.92
MDA-SCN-003	2DSAFETYSTOCKG4 (OMNIRX,TT, HALFRX)	4	$18.54	$74.16		
OLL12	12-BIN LOCKINGDRAWER	8	$35.39	$283.12		
OLL24	24-BIN LOCKINGDRAWER	32	$35.39	$1,132.48		
OLMD24	24-BIN LIGHTED MATRIXDRAWER	4	$17.25	$69.00		
OLRXPVU	OMNILINKRX,PHARMACY,VIEWERUSER,OPTION	4	$44.24	$176.96	$16.22	$64.88
OLRXSL	OMNILINKRX,SENDING,LOCATION OPTION	4	$45.56	$182.24	$16.22	$64.88
OSPPO	Profile Driven Option	4	$27.43	$109.72	$12.98	$51.92
SRD-IDR-021	TOUCH &GOFORG4 LIDCONSOLE	4	$14.11	$56.44		

Total Monthly Product	$3,391.72
Total Monthly Support Services	$556.60
Grand Total Monthly	$3,948.32

Total Product	$203,503.20
Total Support Services	$33,396.00
Total Shipping & Handling	$2,552.43
Grand Total	$239,451.63

DESERT WILLOW

Lease Term: 24 Months

			Product		Monthly Services	
Product	**Description**	**Qty**	**Unit Price**	**Extended Price**	**Unit Services**	**Extended Services**
MDA-DRW-003	FLEXBIN 96SINGLEDOSEDRWRGUIDELIGHT	10	$110.48	$1,104.80		
MDA-FRM-005	OMNIRXG4	5	$456.96	$2,284.80	$82.00	$410.00
MDA-PNT-002	MEDICATION LABELPRINTER(G4 LID)	5	$64.28	$321.40	$11.73	$58.65
MDA-SCN-003	2DSAFETYSTOCKG4 (OMNIRX,TT, HALFRX)	5	$42.08	$210.40		
OLL12	12-BIN LOCKINGDRAWER	10	$80.34	$803.40		
OLL24	24-BIN LOCKINGDRAWER	40	$80.34	$3,213.60		
OLMD24	24-BIN LIGHTED MATRIXDRAWER	5	$39.17	$195.85		
OLRXPVU	OMNILINKRX,PHARMACY,VIEWERUSER,OPTION	5	$100.43	$502.15	$16.22	$81.10
OLRXSL	OMNILINKRX,SENDING,LOCATION OPTION	5	$103.45	$517.25	$16.22	$81.10
OSPPO	Profile Driven Option	5	$62.27	$311.35	$12.98	$64.90
SRD-IDR-021	TOUCH &GOFORG4 LIDCONSOLE	5	$32.04	$160.20		

Total Monthly Product	$9,625.20
Total Monthly Support Services	$695.75
Grand Total Monthly	$10,320.95

Total Product	$231,004.80
Total Support Services	$16,698.00
Total Shipping & Handling	$2,445.34
Grand Total	$250,148.14

Lease Term: 60 Months

			Product		Monthly Services	
Product	**Description**	**Qty**	**Unit Price**	**Extended Price**	**Unit Services**	**Extended Services**
MDA-DRW-003	FLEXBIN 96SINGLEDOSEDRWRGUIDELIGHT	10	$48.66	$486.60		
MDA-FRM-005	OMNIRXG4	5	$201.27	$1,006.35	$82.00	$410.00
MDA-PNT-002	MEDICATION LABELPRINTER(G4 LID)	5	$28.31	$141.55	$11.73	$58.65
MDA-SCN-003	2DSAFETYSTOCKG4 (OMNIRX,TT, HALFRX)	5	$18.54	$92.70		
OLL12	12-BIN LOCKINGDRAWER	10	$35.39	$353.90		
OLL24	24-BIN LOCKINGDRAWER	40	$35.39	$1,415.60		
OLMD24	24-BIN LIGHTED MATRIXDRAWER	5	$17.25	$86.25		
OLRXPVU	OMNILINKRX,PHARMACY,VIEWERUSER,OPTION	5	$44.24	$221.20	$16.22	$81.10
OLRXSL	OMNILINKRX,SENDING,LOCATION OPTION	5	$45.56	$227.80	$16.22	$81.10
OSPPO	Profile Driven Option	5	$27.43	$137.15	$12.98	$64.90
SRD-IDR-021	TOUCH &GOFORG4 LIDCONSOLE	5	$14.11	$70.55		

Total Monthly Product	$4,239.65
Total Monthly Support Services	$695.75
Grand Total Monthly	$4,935.40

Total Product	$254,379.00
Total Support Services	$41,745.00
Total Shipping & Handling	$2,450.49
Grand Total	$298,574.49

DINI TOWNSEND

Lease Term: 24 Months

			Product		Monthly Services	
Product	**Description**	**Qty**	**Unit Price**	**Extended Price**	**Unit Services**	**Extended Services**
MDA-DRW-003	FLEXBIN 96SINGLEDOSEDRWRGUIDELIGHT	8	$110.48	$883.84		
MDA-FRM-005	OMNIRXG4	4	$456.96	$1,827.84	$82.00	$328.00
MDA-PNT-002	MEDICATION LABELPRINTER(G4 LID)	4	$64.28	$257.12	$11.73	$46.92
MDA-SCN-003	2DSAFETYSTOCKG4 (OMNIRX,TT, HALFRX)	4	$42.08	$168.32		
OLL12	12-BIN LOCKINGDRAWER	8	$80.34	$642.72		
OLL24	24-BIN LOCKINGDRAWER	32	$80.34	$2,570.88		
OLMD24	24-BIN LIGHTED MATRIXDRAWER	4	$39.17	$156.68		
OLRXPVU	OMNILINKRX,PHARMACY,VIEWERUSER,OPTION	4	$100.43	$401.72	$16.22	$64.88
OLRXSL	OMNILINKRX,SENDING,LOCATION OPTION	4	$103.45	$413.80	$16.22	$64.88
OSPPO	Profile Driven Option	4	$62.27	$249.08	$12.98	$51.92
SRD-IDR-021	TOUCH &GOFORG4 LIDCONSOLE	4	$32.04	$128.16		

Total Monthly Product	$7,700.16
Total Monthly Support Services	$556.60
Grand Total Monthly	$8,256.76

Total Product	$184,803.84
Total Support Services	$13,358.40
Total Shipping & Handling	$2,548.31
Grand Total	$200,710.55

Lease Term: 60 Months

			Product		Monthly Services	
Product	**Description**	**Qty**	**Unit Price**	**Extended Price**	**Unit Services**	**Extended Services**
MDA-DRW-003	FLEXBIN 96SINGLEDOSEDRWRGUIDELIGHT	8	$48.66	$389.28		
MDA-FRM-005	OMNIRXG4	4	$201.27	$805.08	$82.00	$328.00
MDA-PNT-002	MEDICATION LABELPRINTER(G4 LID)	4	$28.31	$113.24	$11.73	$46.92
MDA-SCN-003	2DSAFETYSTOCKG4 (OMNIRX,TT, HALFRX)	4	$18.54	$74.16		
OLL12	12-BIN LOCKINGDRAWER	8	$35.39	$283.12		
OLL24	24-BIN LOCKINGDRAWER	32	$35.39	$1,132.48		
OLMD24	24-BIN LIGHTED MATRIXDRAWER	4	$17.25	$69.00		
OLRXPVU	OMNILINKRX,PHARMACY,VIEWERUSER,OPTION	4	$44.24	$176.96	$16.22	$64.88
OLRXSL	OMNILINKRX,SENDING,LOCATION OPTION	4	$45.56	$182.24	$16.22	$64.88
OSPPO	Profile Driven Option	4	$27.43	$109.72	$12.98	$51.92
SRD-IDR-021	TOUCH &GOFORG4 LIDCONSOLE	4	$14.11	$56.44		

Total Monthly Product	$3,391.72
Total Monthly Support Services	$556.60
Grand Total Monthly	$3,948.32

Total Product	$203,503.20
Total Support Services	$33,396.00
Total Shipping & Handling	$2,552.43
Grand Total	$239,451.63

LAKES CROSSING

Lease Term: 24 Months

			Product		Monthly Services	
Product	**Description**	**Qty**	**Unit Price**	**Extended Price**	**Unit Services**	**Extended Services**
MDA-DRW-003	FLEXBIN 96SINGLEDOSEDRWRGUIDELIGHT	6	$110.48	$662.88		
MDA-FRM-005	OMNIRXG4	3	$456.96	$1,370.88	$82.00	$246.00
MDA-PNT-002	MEDICATION LABELPRINTER(G4 LID)	3	$64.28	$192.84	$11.73	$35.19
MDA-SCN-003	2DSAFETYSTOCKG4 (OMNIRX,TT, HALFRX)	3	$42.08	$126.24		
OLL12	12-BIN LOCKINGDRAWER	6	$80.34	$482.04		
OLL24	24-BIN LOCKINGDRAWER	24	$80.34	$1,928.16		
OLMD24	24-BIN LIGHTED MATRIXDRAWER	3	$39.17	$117.51		
OLRXPVU	OMNILINKRX,PHARMACY,VIEWERUSER,OPTION	3	$100.43	$301.29	$16.22	$48.66
OLRXSL	OMNILINKRX,SENDING,LOCATION OPTION	3	$103.45	$310.35	$16.22	$48.66
OSPPO	Profile Driven Option	3	$62.27	$186.81	$12.98	$38.94
SRD-IDR-021	TOUCH &GOFORG4 LIDCONSOLE	3	$32.04	$96.12		

Total Monthly Product	$5,775.12
Total Monthly Support Services	$417.45
Grand Total Monthly	$6,192.57

Total Product	$138,602.88
Total Support Services	$10,018.80
Total Shipping & Handling	$1,911.23
Grand Total	$150,532.91

Lease Term: 60 Months

			Product		Monthly Services	
Product	**Description**	**Qty**	**Unit Price**	**Extended Price**	**Unit Services**	**Extended Services**
MDA-DRW-003	FLEXBIN 96SINGLEDOSEDRWRGUIDELIGHT	6	$48.66	$291.96		
MDA-FRM-005	OMNIRXG4	3	$201.27	$603.81	$82.00	$246.00
MDA-PNT-002	MEDICATION LABELPRINTER(G4 LID)	3	$28.31	$84.93	$11.73	$35.19
MDA-SCN-003	2DSAFETYSTOCKG4 (OMNIRX,TT, HALFRX)	3	$18.54	$55.62		
OLL12	12-BIN LOCKINGDRAWER	6	$35.39	$212.34		
OLL24	24-BIN LOCKINGDRAWER	24	$35.39	$849.36		
OLMD24	24-BIN LIGHTED MATRIXDRAWER	3	$17.25	$51.75		
OLRXPVU	OMNILINKRX,PHARMACY,VIEWERUSER,OPTION	3	$44.24	$132.72	$16.22	$48.66
OLRXSL	OMNILINKRX,SENDING,LOCATION OPTION	3	$45.56	$136.68	$16.22	$48.66
OSPPO	Profile Driven Option	3	$27.43	$82.29	$12.98	$38.94
SRD-IDR-021	TOUCH &GOFORG4 LIDCONSOLE	3	$14.11	$42.33		

Total Monthly Product	$2,543.79
Total Monthly Support Services	$417.45
Grand Total Monthly	$2,961.24

Total Product	$152,627.40
Total Support Services	$25,047.00
Total Shipping & Handling	$1,914.32
Grand Total	$179,588.72

SERVER INFRASTRUCTURE – ALL LOCATIONS

Lease Term: 24 Months

			Product		Monthly Services	
Product	**Description**	**Qty**	**Unit Price**	**Extended Price**	**Unit Services**	**Extended Services**
ADTSVCS	ADMISSION/DISCHARGE/TRANSFERINTERFACE	1	$223.18	$223.18		
OLRXFAX	FaxSolution	1	$446.36	$446.36	$134.16	$134.16
OLX-LIC-005	OMNILINKRXBARCODERECOGNITION OPTION	1	$446.36	$446.36	$106.60	$106.60
OLX-SRV-003	OMNILINKRXSERVERRACKMOUNT,2012	1	$1,339.08	$1,339.08	$447.20	$447.20
OMC-SCN-003	2DSAFETYSTOCKSERVERSUITE(SCANNER)	1	$122.43	$122.43		
SRD-BDL-001	NON-ACUTECAREBUNDLE-VIRTUALSRV & INF	1	$892.72	$892.72	$314.87	$314.87

Total Monthly Product	$3,470.13
Total Monthly Support Services	$1,002.83
Grand Total Monthly	$4,472.96

Total Product	$83,283.12
Total Support Services	$24,067.92
Total Shipping & Handling	$267.51
Grand Total	$107,618.55

Lease Term: 60 Months

			Product		Monthly Services	
Product	**Description**	**Qty**	**Unit Price**	**Extended Price**	**Unit Services**	**Extended Services**
ADTSVCS	ADMISSION/DISCHARGE/TRANSFERINTERFACE	1	$98.30	$98.30		
OLRXFAX	FaxSolution	1	$196.60	$196.60	$134.16	$134.16
OLX-LIC-005	OMNILINKRXBARCODERECOGNITION OPTION	1	$196.60	$196.60	$106.60	$106.60
OLX-SRV-003	OMNILINKRXSERVERRACKMOUNT,2012	1	$589.79	$589.79	$447.20	$447.20
OMC-SCN-003	2DSAFETYSTOCKSERVERSUITE(SCANNER)	1	$53.92	$53.92		
SRD-BDL-001	NON-ACUTECAREBUNDLE-VIRTUALSRV & INF	1	$393.19	$393.19	$314.87	$314.87

Total Monthly Product	$1,528.40
Total Monthly Support Services	$1,002.83
Grand Total Monthly	$2,531.23

Total Product	$91,704.00
Total Support Services	$60,169.80
Total Shipping & Handling	$273.03
Grand Total	$152,146.83

TAB III - ATTACHMENT I

COST PROPOSAL CERTIFICATION OF COMPLIANCE WITH TERMS & CONDITIONS

I have read, understand and agree to comply with ***all*** the terms and conditions specified in this Request for Proposal.

YES N/A I agree to comply with the terms and conditions specified in this RFP.

NO N/A I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors ***must*** provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Note: Only cost exceptions and/or assumptions should be identified on this attachment. Do not restate the technical exceptions and/or assumptions on this attachment.

Notwithstanding any provision to the contrary, State of Nevada Purchasing Division -Division of Public and Behavioral Health hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

Omnicell, Inc.

Company Name

Signature

By executing this RFP response Omnicell is not agreeing to State of Nevada terms and conditions and a mutual negotiation of terms and conditions shall be required.

Troy Hilsenroth

Print Name

6/13/2016

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
1	11.2	32	Except in the event of a third party lease

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
2	11.2.2	32	The awarded vendor shall maintain, for the duration of its contract, insurance coverages as set forth in Omnicell's certificate of insurance.
3	11.3.1.1	34	The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall use reasonable efforts to cooperate with such other contractors and the State. Notwithstanding the foregoing, the contractor shall not be required to provide any confidential or proprietary information to any other contractor or third party. The State understands that all products and services offered by vendor must be procured through vendor.
4	11.3.1.2	34	Need clarification
5	11.3.3	34	Need clarification
6	11.3.8	36	Will address and clarify with IT. Because data is stored on customer network, encryption is done on customer end not Omnicell.
7	11.4.1 – 11.4.22	36-38	The warranty provided by Omnicell is set forth in the Omnicell master agreement. Omnicell also offers a robust Support Service Plan (in Schedule D of the master agreement) that reflects the efforts to keep all products properly performing in material compliance with their functional specifications, as well as our fix and replace obligations.
8	11.4.2.3 – 11.4.2.7	39-40	The indemnifications offered by Omnicell are set forth in the Omnicell master agreement
9	11.4.2.8	40	Included in Omnicell Master. Contractor agrees to deliver the goods as indicated in the contract, and upon delivery, title to the goods shall pass to the State unless otherwise stated in the contract. The State shall have the right to inspect the goods in accordance with vendor's master agreement terms and conditions. Unless otherwise stated in the contract, risk of loss from any casualty, regardless of the cause, shall be on contractor until the goods have been delivered and title has passed to the State. Unless otherwise stated on an applicable contract, Vendor acknowledges that it shall accept delivery of any products within twelve (12) months of providing vendor with an executed contract for such products The State's acceptance of delivery of any product purchased pursuant to the contract will be deemed the State's acknowledgement that (a) all of the products listed in the applicable contract have been received, and (b) such products show no obvious signs of physical damage. The State's

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
			acceptance of delivery does not constitute or imply the State's acceptance of installation or that the products are in working order.
10	11.4.2.9	40	These concerns are addressed in the Omnicell master agreement and in the clause above
11	11.4.2.10	40	specified in the contract, is F.O.B. to the delivery address specified above, shipping and freight will be arranged and invoiced by vendor but paid by the State. The State will pay all taxes, duties, levies, tariffs or similar charges of any kind (including sales, use, property, withholding or value added taxes) imposed by any federal, state, local, or other governmental entity for products or services provided under the contract, excluding only taxes based solely on vendor's net income (collectively, **"Taxes"**). The State agrees to pay any invoices for Taxes in a timely manner. In the event the State is exempt from any Taxes, the State shall provide contractor with a tax exemption certificate acceptable to the applicable taxing authority and shall complete vendor's tax exemption form. Unless otherwise specified in the contract, payment for the products and services shall be made by warrant drawn on the State of Nevada (in accordance with Nevada law) and mailed to contractor. All amounts due under the agreement will be invoiced upon shipment Payment will be due and payable by the State thirty (30) days after the date of invoice. Any amounts due not received by vendor within fifteen (15) days of the due date will be subject to (a) a late fee of one and one half percent (1 1/2%) per month, or the maximum charge permitted by law, whichever is less, and (b) a service charge of five percent (5%) of the amounts overdue.
12	11.4.2.11	41	The contract shall be governed by the laws of Nevada, without giving effect to any principle that would require the application of the laws of another jurisdiction.
13	Attach C. (1)	45	The indemnifications are set forth in Omnicell's master agreement
14	Attach E	48	Indemnification Clause - The indemnifications offered by Omnicell are set forth in the Omnicell master agreement
15	Attach E	48	Insurance Requirements - NOTE that if any of the work performed is subcontracted, Omnicell must make sure the subcontractor meets the same insurance requirements outlined here
16	Attach E	48	Workers Comp Section 3a. Clarification Needed

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
17	Attach D -	47	Lease of Equipment – Omnicell to work with the state of Nevada, and the 3rd party leasing company to finalize lease agreement

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab III of vendor's cost proposal.

This form MUST NOT be included in the technical proposal.

TERMS & CONDITIONS

Omnicell, Inc. (herein referred to as the "Vendor"), submits its response to your Request for Proposal dated June 13, 2016 and agrees to supply and furnish to you information as requested in said Request for Proposal.

Notwithstanding any provision to the contrary, State of Nevada Purchasing Division -Division of Public and Behavioral Health hereby acknowledges and recognizes that if Omnicell's proposal is accepted, such acceptance will require that terms and conditions will be, at that time, mutually negotiated and agreed to by both parties. As such and upon mutual resolution, both parties will be contractually obligated to carry out their respective responsibilities as described therein.

Thank you for the opportunity to participate in your bid proposal process.

Omnicell, Inc.

OMNICELL, ANESTHESIA TT, DECISIONCENTER, FLEXBIN, MEDGUARD, OMNIBUYER, OMNICENTER, OMNIEVOLVE, OMNIGATE, OMNILINKRX, OMNIRX, OMNISUPPLIER, OPEN TOUCH, OPTIFLEX, SAFETYMED, SAFETYPAK, SAFETYSTOCK, SECUREVAULT, SINGLEPOINTE, SURE-MED, TOUCH & GO, VCOMMANDER, VDIRECTOR, VMANAGER, VSUITE, WORKFLOWRX, and the OMNICELL design mark are trademarks or registered trademarks of Omnicell, Inc. in the United States and internationally.

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Furthermore, please note it is important to understand that Omnicell cabinets are custom configured for each specific environment within the hospital. Our goal is to mitigate size and configuration risk by conducting a thorough analysis of your medication and/or supply distribution needs. This includes a thorough analysis of your existing medication lists, a physical walk-through of every location within your facility and a needs assessment for your required distribution model. Being that this process is not an exact science and changes within the hospital may occur prior to installation, Omnicell's product is modular allowing for the flexibility to perform on-site changes from time to time. However, these are usually considered the exception.