

**CITY OF HOUSTON**

HCD Purchasing Unit 3200

PO NUMBER MUST APPEAR ON ALL PAYMENT AND
DELIVERY CORRESPONDENCE**POSSIBLE DUPLICATE COPY DO NOT DUPLICATE SHIPMENT
OR SERVICE****PURCHASE ORDER****Vendor Address**Vendor Address Number 116341
PHYSIO-CONTROL INC
11811 WILLOWS ROAD NE
REDMOND WA 98052-2003
USA**Mail Invoice to**COH HOUSING & COMMUNITY DEV
FINANCIAL SERVICES SEC, ACCT PAY
PO Box 1562
HOUSTON TX 77251-1562**Information**Purchase Order Number/Date 4500298152-0 / 03/01/2019
CoH Vendor Number 116341
Page 1 of 5
Buyer's Name Coryie J. Gilmore 457
Buyer's Telephone Number
Buyer's Fax Number
Buyer's E-mail AddressCONFIRM RECEIPT AND ACCEPTANCE OF PURCHASE ORDER
TO BUYER'S E-MAIL ADDRESS**Terms of payment :**

Pay net 30 w/o deduction

Currency USD

Shipping Terms

FOB(Free on board) /DESTINATION

Our reference:

2016-0406

Your person responsible:

CONTRACT ANALYST

Your reference:

2016-0406

CITY OF HOUSTON CONTACT @ 2100 TRAVIS ST

RUPERT CASTILLO @ (832)394-6138
rupert.castillo@houtontx.gov

or

ROXANNE LAWSON @ (832)394-6307
roxanne.lawson@houstontx.gov

Item	Quantity	UM	Material # / Description	Unit Cost	Extended Cost
10	3.00	EA	10017793 DEFIBRILLATOR, LIFEPAK SEMI-AUTOMATIC Int. Article No. 46514181109 Release Order against contract 4600013776 Item 00210 Make LIFEPAK Model CR PLUS 2/28/19 CJG 3 EA LIFEPAK CPR PLUS DEFIBRILLATOR FOR THE 9TH AND 10 FLOOR 2100 TRAVIS ST HOSPITAL AND SURGICAL EQUIPMENT, INSTRUMENTS, AND SUPPLIES CARDIOVASCULAR INSTRUMENTATION: DEFIBRILLATORS, HEART PUMPS, MONITORING EQUIPMENT, ETC. DEFIBRILLATOR, EXTERNAL, BIPHASIC SEMI-AUTOMATIC LIFEPAK, SEMI-AUTOMATIC, CR PLUS, AHA VOICE PROMPT:CHECK FOR BREATHING, ENERGY:200 (INCLUDES 2 PAIR QUICK-PAK PACING/DEFIB/ECG ELECTRODES W/ REDI-PAK PRECONNECT SYSTEM, 1 CHARGE PAK, AMBU MASK, 1 PROTOCOL CARD)	1,695.63 / EA	5,086.89



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**POSSIBLE DUPLICATE COPY DO NOT DUPLICATE SHIPMENT
OR SERVICE**

PURCHASE ORDER

PO number/date 4500298152 -0 / 03/01/2019 Page 3 of 5

Item	Quantity	UM	Material # / Description	Unit Cost	Extended Cost
			Make 11210-000028 Model -		
			2/28/19 CJG		
			6 EA FREE STANDING AED CABINET TO FIT LIFEPAK CPR PLUS DEFIBRILLATOR FOR THE 9TH AND 10TH FLOOR 2100 TRAVIS ST ELECTRONIC EQUIPMENT, COMPONENTS, PARTS, AND ACCESSORIES (SEE CLASS 730 FOR TESTING OR ANALYZING TYP METAL ITEMS: BOXES, CABINETS, CHASSIS, PANELS, RACKS, ETC. CABINETS, INCLUDING PARTS AND ACCESSORIES 14 IN. W X 17 3/8 IN. H X 7 IN. D, AED FLOOR STAND W/ALARM, WHITE EPOXY PAINTED STEEL AND 52 IN. TAL		
Gross Price.			1,004.85 USD	1 EA	6.000 6,029.10
			Shipping Address: - HOUSTON FIRE DEPARTMENT DOORS 3, 4, 5, 11 1205 DART ST. HOUSTON TX 77007 USA *** Item completely delivered ***		
			Delivery Date: 03/21/2019		
40	2.00	EA	10058058 CABINET, 14" W X 17 3/8" H X 7" D, AED F Int. Article No. 28736309007 Release Order against contract 4600013776 Item 00360 Make 11210-000028 Model - 2/28/19 CJG	1,004.85 / EA	2,009.70
			2 EA FREE STANDING AED CABINET TO FIT LIFEPAK CPR PLUS DEFIBRILLATOR FOR THE 4TH FLOOR 2100 TRAVIS ST ELECTRONIC EQUIPMENT, COMPONENTS, PARTS, AND ACCESSORIES (SEE CLASS 730 FOR TESTING OR ANALYZING TYP METAL ITEMS: BOXES, CABINETS, CHASSIS, PANELS, RACKS, ETC. CABINETS, INCLUDING PARTS AND ACCESSORIES 14 IN. W X 17 3/8 IN. H X 7 IN. D, AED FLOOR STAND W/ALARM, WHITE EPOXY PAINTED STEEL AND 52 IN. TAL		
Gross Price			1,004.85 USD	1 EA	2.000 2,009.70
			Shipping Address: HOUSTON FIRE DEPARTMENT DOORS 3, 4, 5, 11		

**CITY OF HOUSTON**

HCD Purchasing Unit 3200

PO NUMBER MUST APPEAR ON ALL PAYMENT AND
DELIVERY CORRESPONDENCE**POSSIBLE DUPLICATE COPY DO NOT DUPLICATE SHIPMENT
OR SERVICE****PURCHASE ORDER**

PO number/date 4500298152 -0 / 03/01/2019 Page 5 of 5

Item	Quantity	UM	Material # / Description	Unit Cost	Extended Cost
			HOUSTON TX 77002 USA *** Item partially delivered *** Expected value of unplanned services: 648.00 Delivery Date: 03/21/2019		
Total ****					USD 18,136.95
2016-0406 ORD PASSED 5/25/2016 EXECUTED BY MAYOR 5/26/2016 CS 6/03/2016					

The Terms and Conditions specified on <http://purchasing.houstontx.gov> will apply.

I hereby certify a certificate of the necessity of this expenditure is on file in this department.

I hereby certify that the expenditure for the above goods has been duly authorized and appropriated and that sufficient funds are available to liquidate same.

Mayor

Chief Procurement Officer

Controller



PROCUREMENT REQUEST FORM			
<p>Note: The Procurement Request form is to solicit quotes through an informal (Small Purchase) bid process for purchasing transactions \$100,000 or less using Federal Funds (2 CFR 200.318) and \$3,000 to 49,000 using non-Federal funds (COH AP 5-8, Executive Order 1.14). Signature of this document is still required. * Required Fields (must be completed)</p>			
Description of Purchase *	Portable AED's and Stands	HCDD Division: *	Support Services <input checked="" type="checkbox"/>
Deadline Date of Request: *	2/14/2019	Purchase Type: *	Service Under <50K <input checked="" type="checkbox"/>
Requester Name: *	Castillo, Roberto - HCO:	Created:	2/14/2019
Requester Phone Number: *	713-775-1742		
<p>Brief Description of Scope of Work for Goods/Services: Requesting 5 portable AED's and 8 portable stands to house the AED's. 8 - STANDS - 8038.80 5 - AED'S - 8478.15 = \$18,136.95 5 - SVS CONT. - 1620.00 floors - 4, 9, 10</p>			
<p>Note: Please allow a minimum of three (3) days for bid responses.</p>			
OA# = 4600013776			
FINANCE USE ONLY		PROCUREMENT USE ONLY	
Fund Number: 5000 / 5030 <input checked="" type="checkbox"/>	Funding Source: CDBG / HARVEY <input checked="" type="checkbox"/>	Status: Pending <input checked="" type="checkbox"/>	Purchase Order No#:
Cost Center: 320030002 <input checked="" type="checkbox"/>	G/L Account: 51150 <input checked="" type="checkbox"/>	Name of Vendor: Physio Controls 116341	Date Processed: 2/15/19
Business Area: 3200 <input checked="" type="checkbox"/>	Internal Order: F3200001-19 / Y3200077-19	Date Received: 1/30/19	Total Amount: \$18,136.95
BFY: 2019 <input checked="" type="checkbox"/>	Grant: 3200001-2019 / 3200077-2019	Procurement Staff: Cortie Bulmore <input checked="" type="checkbox"/>	Priority: High <input checked="" type="checkbox"/>
Funds Reservation:	Funds Approval Mgr:	Notify Department: Procurement	Notify Department: Finance
<p>Justification of Need for Goods/Services F3200001-19 \$12,087.99 = \$12,087.99 Y3200077-19 \$1,048.65 = \$6048.96</p>		<p>Procurement Notes: CP 2/28/18</p>	
Requester Signature: <i>[Signature]</i> Date: 2/14/19	Supervising Manager (Purchase under \$5,000) Manager: Keith W. Pagnam Date: 2/14/19	Funds Approval Signature: <i>[Signature]</i> Date: 2/28/19	
Buyer's Signature: <i>[Signature]</i> Date:	Procurement DPU Signature: <i>[Signature]</i> Date:	(Purchase over \$5,000) CFO Signature: <i>[Signature]</i> Date: 2/28/19	
(Purchase over \$5,000) Assistant or Deputy Director: Date	Director Signature (Only Consultant Services) Director or Designee: Date		
<p>Attachments Click here to attach a file</p>			

2019 FEB 14 PM 12:06

RECEIVED
CITY OF HOUSTON
FEB 14 2019



Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
Sales Order fax 800.732.0956
Service Plan fax 800.772.3340

To CITY OF HOUSTON FD
Attn: Coryle Gilmore, Senior Buyer
EMS SUPPLY DOORS 2, 3, 4 OR 5 1205 DART
ST
HOUSTON, TX 77007
(832) 394-6306
coryle.cook@houstontx.gov

Quote Number 00160640
Revision # 1
Created Date 2/1/2019
Sales Consultant Carlos Graubard
(713) 305-0904
carlos.graubard@physio-control.com
FOB Redmond, WA
Terms All quotes subject to credit approval and the
following terms and conditions
NET Terms NET 30

Contract S00847 City of Houston

Expiration Date 5/2/2019

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11210-000028	AED Floor Stand Cabinet with alarm- White	1.00	1,155.00	-150.15	1,004.85	1,004.85

Subtotal USD 1,004.85

Estimated Tax USD 0.00

Estimated Shipping & Handling USD 0.00

Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

Grand Total USD 1,004.85

Pricing Summary Totals

List Price Total USD 1,155.00

Total Contract Discounts Amount USD 0.00

Total Discount USD -150.15

Trade In Discounts USD 0.00

Tax + S&H USD 0.00

GRAND TOTAL FOR THIS QUOTE

USD 1,004.85

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing Address same as address on quote	Shipping Address same as Billing Address
Account Name	Account Name
Address	Address
City	City
State Zip Code	State Zip Code
Accounts Payable Contact Information	
Accounts Payable Contact	Accounts Payable Phone Number
Accounts Payable Email	Customer Is Tax Exempt? Yes No
Authorized Customer Signature	
Name	Signature
Title	Date

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number CG/00048901/192201

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to sold products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.



January 31, 2019

Coryie J. Gilmore
City of Houston
Purchasing Unit 3200
Houston, TX 77002

Re: RFQ Number 6000084096

Dear Coryie J. Gilmore,

Thank you for this opportunity to respond to the emergency medical equipment needs of City of Houston. Physio-Control, Inc. presents the following proposal for your consideration.

It has been our intent to provide City of Houston with all requested information in the proper format. Please visit our website at www.physio-control.com for additional information about our LIFEPAK product lines, ADAPTIV™ biphasic technology and the Physio-Control industry leading Field Service Network.

Physio-Control pioneered external defibrillation over 63 years ago and today continues to be the world market leader. We are passionate about the life saving tools we offer and would appreciate the opportunity to continue to share with you the unique features, technology and service benefits of Physio-Control.

If you have any questions regarding our response please contact our office directly at bidsinbox@stryker.com, or at 800-442-1142.

Sincerely,

A handwritten signature in black ink, appearing to read "Suhmiin Chern", written over a horizontal line.

Suhmiin Chern
Bid & Proposal Specialist
Stryker Corporation
Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA 98052-2003
Fax: 425-867-4970
bidsinbox@stryker.com

Sections

- 1 Response to Request for Proposals
 - 2 Pricing and Warranty
 - 3 Product Information
-

Section 1

Response to Request for Proposals



CITY OF HOUSTON
HCD Purchasing Unit 3200

REQUEST FOR QUOTATION

Vendor Address:
Vendor Address Number 116341
PHYSIO-CONTROL INC
11811 WILLOWS ROAD NE
REDMOND WA 98052-2003
USA
Salesperson: CARLOS GRAUBARD

Return Quote to:

Information
THIS IS NOT A PURCHASE ORDER

RFQ Number/RFQ Date 6000084096 / 01/29/2019
CoH Vendor Number 116341
Page 1 of 2
Buyer's Name Coryie J. Gilmore 457
Buyer's Telephone No 832-394-6306
Buyer's Email Address Coryie.gilmore@houstontx.gov
Collective Number CJG 013
Requirement Number C.GILMORE

**CONFIRM RECEIPT OF REQUEST FOR
QUOTATION TO BUYER'S E-MAIL ADDRESS**

Quotes are due by close of business on: 01/30/2019
Quotes are valid until close of business on: 04/30/2019

Shipping Address City of Houston
HOUSTON TX 77002
USA
Delivery Date: 02/13/2019
Your person responsible: CONTRACT ANALYST

Item	Quantity	UM	Material/Description	Net Unit Price	Extended Price
10	3.00	AU	46514 CARDIOVASCULAR INSTR LIFEPAK CPR Plus Defibrillator	\$1,695.63	\$5,086.89
20	3.00	AU	46514 CARDIOVASCULAR INSTR LIFEPAK CR+Service Contract	\$324.00	\$972.00
30	3.00	AU	46514 CARDIOVASCULAR INSTR Wall Cabinet w/sign	\$258.14 (11998-000292) \$32.19 (11998-000333)	\$756.42 \$96.57
40	1.00	AU	96286 TRANSPORTATION OF GO Shipping		
DESCRIPTIVE LITERATURE MUST BE SUBMITTED IF QUOTING OTHER THAN WHAT IS SPECIFIED				Total	\$6,911.88*

*Please refer to Physio-Control, Inc. quote number 00160314 for more details.



CITY OF HOUSTON
HCD Purchasing Unit 3200

REQUEST FOR QUOTATION

Page: 2 of 2

RFQ number/date 6000084096 / 01/29/2019

- 1 - Successful bidder/contractor shall produce proof of insurance (Certificate of Insurance) and all drug detection/deterrence documentation required to show compliance with the City of Houston Insurance and Drug Detection and Deterrence policies within three days of notification. (SERVICE / LABOR ONLY)
- 2 - If Item or Equipment Quoted, indicate manufacturer and submit part/model and specifications. (MATERIAL ONLY)"

The Terms and Conditions specified on <http://purchasing.houstontx.gov> will apply.

Payment Term:

Bidder offers an early payment discount of 2%/10 days, 1%/20 days, net 30 days to apply after receipt of invoice or receipt of goods or services, whichever is later. If the bidder does not select "No" below, it will be deemed to have accepted the City's early payment discount term. Discount offer is not factored into award calculation.

☒ No. Select "No" if the bidder chooses not to offer an early payment discount. If "No" is selected, bidder will be paid net 30 days after receipt of invoice or receipt of goods or services, whichever is later.

Supplier's Printed Name: Physio-Control, Inc.


Supplier's Title: Suhmiin Chern, Bid & Proposal Specialist

Address: 11811 Willows RD NE, Redmond, WA 98052

Telephone Number: 800-442-1142

Fax Number: 425-867-4970

E-mail Address: bidsinbox@stryker.com

Supplier's Signature: 

Date: January 31, 2019

Section 2

Pricing and Warranty



Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
Sales Order fax 800.732.0956
Service Plan fax 800.772.3340

To CITY OF HOUSTON FD
Attn: Coryie Gilmore, Senior Buyer
EMS SUPPLY DOORS 2, 3, 4 OR 5 1205 DART
ST
HOUSTON, TX 77007
(832) 394-6306
coryie.cook@houstontx.gov

Quote Number 00160314
Revision # 1
Created Date 1/30/2019
Sales Consultant Carlos Graubard
(713) 305-0904
carlos.graubard@physio-control.com
FOB Redmond, WA
Terms All quotes subject to credit approval and the
following terms and conditions
NET Terms NET 30

Contract S00847 City of Houston

Expiration Date 4/30/2019

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
80403-000148	LIFEPAK CR Plus AED Kit Semi-automatic AHA voice prompt INCLUDES: 2PR QUIK-PAK PACING/DEFIBRILLATION/ECG ELECTRODES WITH REDI-PAK PRECONNECT SYSTEM, 1 CHARGE PAK, 1 AMBU MASK, 1 SOFT CARRY CASE AND 1 INSTALLED PROTOCOL CARD. COMPATIBLE WITH INFANT/CHILD REDUCED ENERGY DEFIBRILLATION ELECTRODES. 8YR WARRANTY.	3.00	2,195.00	-499.37	1,695.63	5,086.89
11998-000292	WALL BOX - SEMI RECESS, AED, 6.75" Trim with Alarm	3.00	333.00	-80.86	252.14	756.42
11998-000333	AED Wall Sign Traditional w/o logo, T-mount, 8x10	3.00	37.00	-4.81	32.19	96.57
LPCR-OSPM-1-POS	LIFEPAK CR+ Service - 1 YEAR. On-site Preventative Maintenance. On-Site Preventive Maintenance Coverage for LIFEPAK® CR Plus Includes: -Services performed at customer's location by a Physio-Control Technical Specialist -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories and disposables -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery CHARGE-PAK and Electrode replacement at time of scheduled service	3.00	360.00	-36.00	324.00	972.00

Subtotal

USD 6,911.88

Quote Number: 00160314

Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00

Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

Grand Total	USD 6,911.88
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	Pricing Summary Totals
List Price Total	USD 8,775.00
Total Contract Discounts Amount	USD -1,848.69
Total Discount	USD -14.43
Trade In Discounts	USD 0.00
Tax + S&H	USD 0.00

GRAND TOTAL FOR THIS QUOTE
USD 6,911.88

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing Address same as address on quote	Shipping Address same as Billing Address
Account Name	Account Name
Address	Address
City	City
State Zip Code	State Zip Code
Accounts Payable Contact Information	
Accounts Payable Contact	Accounts Payable Phone Number
Accounts Payable Email	Customer is Tax Exempt? Yes No
Authorized Customer Signature	
Name	Signature
Title	Date

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number CG/00048901/191880

Quote Number: 00160314

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio's inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(i) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred; or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePlans.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be prorated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pre-paid.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.

Limited Warranty

US/Latin America/South America

Subject to the limitations and exclusions set forth below, the following Physio-Control products which are purchased from authorized Physio-Control representatives or authorized resellers for use in the United States of America, Latin America and South America and are used in accordance with their instructions, will be free from defects in material and workmanship appearing under normal service and use as defined below.

Eight Years:

- New LIFEPAK CR® Plus automated external defibrillator and internal battery system

Five Years:

- New LIFEPAK® 15 monitor/defibrillator series, used in clinic and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 12 defibrillator/monitor, used in clinic and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 20 defibrillator/monitor family of products, used in clinics and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 1000 defibrillators
- New LIFEPAK EXPRESS® automated external defibrillator and internal battery system

Two Years:

- CodeManagement Module™ for use with the LIFEPAK 20/20e defibrillator/monitor
- New LIFEPAK 1000 trainer

One Year:

- New LIFEPAK 15 monitor/defibrillator series, which includes use in out-of-hospital and mobile applications
- New LUCAS® Chest Compression System
- New LIFEPAK 500T trainer
- New LIFEPAK CR-T trainer
- New Internal Battery System for LIFEPAK 20 defibrillator/monitor family of products
- New Battery charging systems and power adapters
- New batteries and battery paks, excluding CHARGE-PAK™ Charging Unit
- New Masimo SET® Rainbow® reusable sensors
- New TrueCPR™ Coaching Device

180 Days:

- New Masimo® patient cables and Masimo SET SpO₂ only reusable sensors

90 Days:

- New CHARGE-PAK Charging Unit (external system) for LIFEPAK CR Plus defibrillator
- Installed customer repair parts
- All other product accessories

30 Days:

- New internal paddles and internal paddle handles

(continued on back)

Limited warranty time limits begin on the date of delivery to the First Owner.¹

Physio-Control warrants neither error-free nor interruption-free performance. The sole and exclusive remedy of the First Owner under this Limited Warranty is repair or replacement of defective material or workmanship at the option of Physio-Control. To qualify for the repair or replacement, the product must have been continuously owned by the First Owner and not have been repaired or altered outside of an authorized Physio-Control factory in any way which, in the judgment of Physio-Control, affects its stability and reliability. The product must have been used in accordance with applicable operating instructions and in the intended environment or setting. The product must not have been subjected to misuse, abuse or accident.

Physio-Control, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Physio-Control at the purchaser's facility or an authorized Physio-Control facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Physio-Control, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

Except for the Limited Warranty provided above, **PHYSIO-CONTROL MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. PHYSIO-CONTROL IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.**

ANY LEGAL ACTION ARISING FROM THE PURCHASE OR USE OF PHYSIO-CONTROL PRODUCTS SHALL BE COMMENCED WITHIN ONE YEAR FROM THE ACCRUAL OF THE CAUSE OF ACTION, OR BE BARRED FOREVER. IN NO EVENT SHALL PHYSIO-CONTROL'S LIABILITY UNDER THIS WARRANTY OR OTHERWISE EXCEED THE GREATER OF \$50,000 OR THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE CAUSE OF ACTION.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state or country to country.

¹ First Owner means the first purchaser or lessee of the products listed above, directly from Physio-Control, through a Physio-Control corporate affiliate, or from an authorized Physio-Control reseller, and includes the invoiced purchaser's corporate affiliates, and their respective employees, officers and directors.

Physio-Control is now part of Stryker.

For further information, please contact Physio-Control at 800.442.1142 (U.S.), or visit our website at www.physio-control.com

Physio-Control Headquarters
11811 Willows Road NE
Redmond, WA 98052
www.physio-control.com

Customer Support
P. O. Box 97006
Redmond, WA 98073
Toll free 800 442 1142
Fax 800 426 8049