



# PURCHASE ORDER

## County of Spotsylvania

### Procurement Division

8800 Courthouse Road (P.O. Box 215)

Spotsylvania, VA 22553

Ph. 540/507-7586 Fax 540/582-6304

PURSUANT TO  
VIRGINIA CODE §2.2-4343.1,  
SPOTSYLVANIA COUNTY DOES  
NOT DISCRIMINATE AGAINST  
FAITH-BASED ORGANIZATIONS

#### P.O. Number 18050

P.O. number must appear on all related correspondence, shipping papers, and invoices:

To: **Physio Control, Inc.**  
**P O Box 97006**  
**Redmond, WA 98073**

Ship To: **Spotsylvania County FREM**  
**9119 Dean Ridings Lane**  
**Spotsylvania, VA 22553**

Attn: Mark Jones

Attn: Tim Ducheney

P.O. DATE		SHIP VIA	F.O.B. POINT	TERMS	
February 13, 2018				Destination	Net 30 Days
QTY	UNIT	ITEM NUMBER AND DESCRIPTION		UNIT PRICE	TOTAL
8	EA	Lifepak 15 V4 Monitor/Defib Product # 99577-001957		\$30,024.27	\$240,194.16
8	EA	AC Power Cord Product #11140-000015		\$64.97	\$519.76
8	EA	LP 15 Redi-Charge Adapter Tray Product #11140-000052		\$166.06	\$1,328.48
8	EA	Redi-Charge Base (power cord not included) Product #11141-000115		\$1,225.58	\$9,804.64
8	EA	Rainbow DCI-DC8, Adult Reuse Sensor, 8 feet Product #11171-000032		\$861.05	\$6,888.40
8	EA	Carry Case top pouch for use with Lifepak 12 or Lifepak 15 Product #11220-000028		\$46.41	\$371.28
8	EA	Lifepak 15 Carry case back pouch Product #11260-000039		\$67.32	\$538.56
8	EA	Lifepak 15 Basic carry case Product #11577-000002		\$262.82	\$2,102.56
8	EA	Lifepak 15 NIBP hose, 9' Product #21300-008147		\$52.70	\$421.60
32	EA	LP 15 Lithium-ion Battery 5.7 amp hrs Product #21330-001176		\$369.42	\$11,821.44
8	EA	Trade in of Lifepak 12 Biphasic – 2 Feature towards purchase of Lifepak 15		(\$2,500.00)	(\$20,000.00)
8	EA	NIBP Cuff-reusable, Child Product #11160-000013		\$20.40	\$163.20
8	EA	NIBP Cuff-reusable, Large adult, Bayonet Product #11160-000017		\$28.05	\$224.40
8	EA	NIBP Cuff-reusable, Adult X large Product #11160-000019		\$40.80	\$326.40
Contract documents consist of:					
1. Spotsylvania County Purchase Order #18050 dated February 13, 2018, and Spotsylvania County Purchase Order General Terms and Conditions dated August 9, 2016;					
2. Physio Control, Inc. Quote Number 00110725 dated January 23, 2018;					
3. NASPO Master Agreement Number OK-SW-300 dated October 5, 2017 as implemented by the Virginia Dept. of General Services for use by local governments.					
4. The State of Oklahoma, OMES Central Purchasing Request for Proposals SW17300 dated November 29, 2016; Amendment of Solicitation dated December 1, 2016; Amendment of Solicitation dated December 21, 2016.					
TOTAL				\$254,704.88	

If there are any questions concerning this purchase order, please contact Ms. Donna Beasley - Spotsylvania County Procurement Department. Ph. 540/507-7586; Fax: 540/582-6304

1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. Send all invoices to:  
County of Spotsylvania FREM  
P O. Box 818  
Spotsylvania, VA 22553
6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

#### FOR OFFICIAL USE ONLY

Requisitioning Department: FREM

Requisitioner: Tim Ducheney

Mark B. Taylor  
County Administrator

  
Deputy County Attorney

This standard Purchase Order form has been previously APPROVED AS TO FORM by the Office of the Spotsylvania County Attorney for small purchases. Any deviations from the County's customary form must be reviewed and approved by the County Attorney.



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

To SPOTSYLVANIA CTY FIRE & EMS  
Attn: Tim Ducheney, Paramedic/FF  
9119 DEAN RIDINGS LN  
SPOTSYLVANIA, VA 22553  
(540) 582-7183  
[tducheney@spotsylvania.va.us](mailto:tducheney@spotsylvania.va.us)

Quote Number 00110725  
Revision # 1  
Created Date 1/23/2018  
Sales Consultant Mark Jones  
(804) 814-3558  
[mark.m.jones@physio-control.com](mailto:mark.m.jones@physio-control.com)

FOB Destination  
Terms All quotes subject to credit approval and the following terms and conditions  
NET Terms NET 30

Contract NASPO #SW300 v2 Expiration Date 3/31/2018

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	8.00	35,660.00	-5,635.73	30,024.27	240,194.16
11140-000015	AC power cord	8.00	83.00	-18.03	64.97	519.76
11140-000052	LP15 REDI-CHARGE Adapter Tray	8.00	211.00	-44.94	166.06	1,328.48
11141-000115	REDI-CHARGE Base (power cord not included)	8.00	1,555.00	-329.42	1,225.58	9,804.64
11171-000032	Rainbow DCI-DC8, Adult Reuse Sensor, 8 ft	8.00	1,015.00	-153.95	861.05	6,888.40
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	8.00	59.00	-12.59	46.41	371.28
11260-000039	LIFEPAK 15 Carry case back pouch	8.00	84.00	-16.68	67.32	538.56
11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	8.00	327.00	-64.18	262.82	2,102.56
21300-008147	LIFEPAK 15 NIBP Hose, 9'	8.00	64.00	-11.30	52.70	421.60
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	32.00	479.00	-109.58	369.42	11,821.44
Trade-in product	Trade in of LIFEPAK 12 Biphasic - 2 Feature towards the purchase of Lifepak 15	8.00	0.00	0.00	-2,500.00	-20,000.00
11160-000013	NIBP Cuff-Reusable, Child	8.00	25.00	-4.60	20.40	163.20
11160-000017	NIBP CUFF-REUSEABLE, LARGE ADULT, BAYONET	8.00	34.00	-5.95	28.05	224.40

11160-000019	NIBP Cuff-Reusable Adult X large		8.00	49.00	-8.20	40.80	326.40
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Subtotal	USD 254,704.88
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

Grand Total	USD 254,704.88
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	<b>Pricing Summary Totals</b>
List Price Total	USD 328,656.00
Total Contract Discounts Amount	USD -53,951.12
Total Discount	USD 0.00
Trade In Discounts	USD -20,000.00
Tax + S&H	USD 0.00

**GRAND TOTAL FOR THIS QUOTE**  
USD 254,704.88

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

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



To update any customer information, please complete form at [www.physio-control.com/account/](http://www.physio-control.com/account/)

Reference Number MJ/07153702/139393

**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 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.



## SPOTSYLVANIA COUNTY PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. All prices unless otherwise specified are F.O.B. Destination with transportation charges prepaid.
2. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany invoice. All charges must be prepaid.
3. Deliveries against this order must be free of excise, transportation, or state sales taxes. State sales and use tax certificate of exemption form will be issued upon request.
4. Purchase Order number shall be shown by Contractor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
5. Invoice terms are Net 30 days.
6. The CONTRACTOR providing services to the County under this Purchase Order Agreement represents and warrants to the County that it is:

- A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and where applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
- B. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code § 2.2-4311.1;
- C. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured, the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth, the CONTRACTOR'S work performed shall be free of defects, and any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
- D. In full compliance with the Virginia Conflict of Interest Act.

7. CONTRACTOR'S performing work for the County shall maintain at a minimum, the following insurance coverage, if the work is performed by any type of corporation, partnership, or licensed business. An Automobile liability policy may be under a personal policy for a sole proprietor.

### MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation – Statutory requirements and benefits
- B. Employers Liability - \$100,000
- C. Commercial General Liability - \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence. These coverages are to include Products/Completed Operations, Personal & Advertising Injury, and Independent Contractor's Liability
- D. Automobile Liability \$500,000.
- E. Professional Liability, if required, under Professional Services.

The County, Board of Supervisors and employees, shall be named as additional insured on Auto and General liability Policies. The County reserves the right to require the Contractor to provide evidence of required insurance coverage.

8. During the performance of this Agreement, CONTRACTOR agrees that:
  - A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor that such Contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and
  - B. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each sub-CONTRACTOR or CONTRACTOR.

9. During the performance of this Agreement, the CONTRACTOR agrees to:
- A. Provide a drug-free workplace for the CONTRACTOR'S employees; and comply with the Federal Drug Free Workplace Act.
  - B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - C. State in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR that the CONTRACTOR maintains a drug-free workplace; and
  - D. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each SUBCONTRACTOR or CONTRACTOR.
  - E. For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the CONTRACTOR, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
10. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses.
11. Pursuant to Section 2.2-4354 of the Code of Virginia, (1950, as amended), the CONTRACTOR covenants and agrees to:
- A. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withhold all or part of the subcontractor's payment and the reason therefore;
  - B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
  - C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under the Agreement; and
  - D. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.
12. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from defective material or workmanship in the products purchased pursuant to this Order. This section shall survive the termination of this Agreement.
13. Spotsylvania County reserves its rights of ownership to all material given to the Contractor by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this procurement.
14. Spotsylvania County shall have the right to terminate at Spotsylvania County's convenience, with or without cause, any contract resulting from this Purchase Order by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by Spotsylvania County.
15. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement. The Spotsylvania County Procurement Policy governing this Agreement may be accessed at:  
<http://www.spotsylvania.va.us/content/20925/20963/21966/20995/23291/default.aspx>