



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 20012

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

To: **Stryker Sales Corporation**
P O Box 97006
Redmond, WA 98073

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

Attn: Hunter Willis
Hunter.willis@stryker.com

Attn: Tim Duchenev

P.O. DATE		SHIP VIA	F.O.B. POINT	TERMS	
September 10, 2019					Destination
QTY	UNIT	ITEM NUMBER AND DESCRIPTION		UNIT PRICE	TOTAL
Per Quote	Per Quote	Lifepak 15 V4 Monitor/Defib and accessories as per Stryker Quote Number 00184662 dated July 18, 2019. Contract documents consist of: 1. Spotsylvania County Purchase Order #20012 dated September 10, 2019, and Spotsylvania County Purchase Order General Terms and Conditions dated February 25, 2019; 2. 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; Statewide Contract Addendum dated February 6, 2018; 3. 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 4. Letter dated June 29, 2018 from Joseph A. King, Senior Division Counsel, advising of Stryker Sales Corporation's acquisition of Physio Control, Inc.; 5. Stryker Quote Number 00184662 dated July 18, 2019.		\$270,889.80	\$270,889.80
				TOTAL	\$270,889.80

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 Duchenev

Edward Petrovitch
County Administrator

[Signature]
Assf. 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.



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. Not requiring, and shall not require, any employee or subcontractor to sign an internal confidentiality agreement or statement prohibiting or otherwise restricting, or purporting to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a department or agency authorized to receive such information, or otherwise violate any federal and state laws and regulations protecting employees for reprisal against whistleblowing;
 - D. 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
 - E. Complying fully with the Virginia Conflict of Interest Act.
 - F. Authorized to transact business in the Commonwealth of Virginia, pursuant to Section 2.2-4311.2 of the Code of Virginia.
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 \$1,000,000.
 - 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>



Emergency Care

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

Quote Number 00184662
Revision # 1
Created Date 7/18/2019
Sales Consultant Hunter Willis
540-850-7002
hunter.willis@stryker.com
FOB Destination
Terms All quotes subject to credit approval and the following terms and conditions
NET Terms Net 30

Contract NASPO17 #OK-SW-300

Expiration Date 10/1/2019

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	-5,244.80	30,415.20	243,321.60
11160-000011	NIBP Cuff-Reusable, Infant	8.00	22.00	-4.15	17.85	142.80
11160-000013	NIBP Cuff-Reusable, Child	8.00	25.00	-4.60	20.40	163.20
11160-000017	NIBP Cuff -Reusable, Large Adult	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
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	46.00	640.00	-96.00	544.00	25,024.00
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	8.00	59.00	-10.55	48.45	387.60
11260-000039	LIFEPAK 15 Carry case back pouch	8.00	84.00	-14.30	69.70	557.60
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	-55.00	272.00	2,176.00
11996-000339	Rainbow R25, Adult Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	10.00	715.00	-107.25	607.75	6,077.50
11996-000340	Rainbow R20, Pediatric Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	10.00	740.00	-111.00	629.00	6,290.00
11996-000369	LIFEPAK Monitor to PC USB Cable	8.00	300.00	-50.10	249.90	1,999.20
21300-008147	LIFEPAK 15 NIBP Hose, 9'	8.00	64.00	-11.30	52.70	421.60

Quote Number: 00184662

21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	16.00	479.00	-80.35	398.65	6,378.40
Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	8.00	0.00	0.00	-5,000.00	-40,000.00
11171-000082	RC-4, EMS, Rainbow, Patient Cable, 4FT,	46.00	445.00	-66.75	378.25	17,399.50

Subtotal USD 270,889.80
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 270,889.80**

Pricing Summary Totals
List Price Total USD 365,116.00
Total Contract Discounts Amount USD -51,155.70
Total Discount USD -3,070.50
Trade In Value USD -40,000.00
Tax + S&H USD 0.00

GRAND TOTAL FOR THIS QUOTE
USD 270,889.80

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

Quote Number: 00184662

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.

Quote states "FOB Destination" + PO 20012