

REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration/ Discussion Presentation

SHORT TITLE A resolution of the City Commission of the City of Pompano Beach for the purchase of two (2) Lifepak ECG Heart Monitors and eight (8) Automated External Defibrillators (AED) with peripheral accessories. (Fiscal impact \$77,753.11)

Summary of Purpose and Why:

A resolution of the City Commission of the City of Pompano Beach waiving formal competitive bids for the purchase of two (2) Lifepak ECG Heart Monitors and eight (8) Automated External Defibrillators (AED) with peripheral accessories for use by the Fire Department, using NASPO contract #SW300. (Fiscal impact \$77,753.11)

- (1) Origin of request for this action: Staff
(2) Primary staff contact: John Jurgle, Fire Chief Ext. 4327
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding:
The fiscal impact for FY 2016 is \$77,753.11 of which \$69,545.30 is for LifePak purchase and \$8,207.81 is for AED purchase.
Account number : 140-22-31-522- 64-45 EMS/SPC Dist Fund / Fire for LifePak purchase
001-2210-522-64-45 Rescue for AED purchase

Table with 4 columns: DEPARTMENTAL COORDINATION, DATE, DEPARTMENTAL RECOMMENDATION, DEPARTMENTAL HEAD SIGNATURE. Rows include Fire Administration, Budget Office, Finance, Risk Management, City Attorney, Advisory Board, Planning and Growth Management Director, Public Works Administrator, and City Manager.

ACTION TAKEN BY COMMISSION: Table with 4 columns: Ordinance, Resolution, Consideration, Workshop. Rows include 1st Reading and 2nd Reading.



**Pompano Beach
Fire Rescue**

**FIRE ADMINISTRATION
MEMO # 16-A061**

To: John Jurgle, Fire Chief
From: Frank Galgano
Date: 2/24/16
Re: Physio Control LifePak and AED purchase

Please be advised, this is the proposal for LifePak (LP) heart monitors and Automated External Defibrillators (AED) Please be advised, this is the proposal for LifePak (LP) heart monitors and AED replacement units.

As part of an ongoing replacement plan each year the Fire Department trades in two (2) of its older unit LifePak ECG heart monitors, and five (5) older AED units, and replaces these units with new models. Three new AEDs are also being purchased and will be placed in key areas of public access. The purchase of all LPs and AEDs mentioned here, does not exceed proposed 2016 budget costs and approval.

Staff recommends approving Physio-Control, Inc., as a sole source vendor requesting council to approve a Purchase Agreement for 2 LifePak ECG monitors, 8 AEDS with peripheral accessories for 2016 budget.

PRODCUT PAYMENT SCHEDULE

LifePak, cost \$69,545.30. AED costs are \$8,207.81. These price points reflect a 15% discount and trade in value. Total cost for all items is \$77,753.11 is due net 30 of deliverables.



City Attorney's Communication #2016-677
March 28, 2016

TO: Frank Galgano, EMS Division Chief
FROM: Mark E. Berman, City Attorney
RE: Resolution - Physio-Control LifePak and AED Purchase

As requested in your e-mail of March 15, 2016, I have prepared and attached the following captioned resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, WAIVING FORMAL COMPETITIVE BIDS FOR THE PURCHASE OF TWO (2) LIFEPAK ECG HEART MONITORS AND EIGHT (8) AUTOMATED EXTERNAL DEFIBRILLATORS (AED) WITH PERIPHERAL ACCESSORIES FOR USE BY THE FIRE RESCUE DEPARTMENT, IN THE SUM OF \$77,753.11; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.



MARK E. BERMAN

/jrm
L:cor/fire/adm/2016-677

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, WAIVING FORMAL COMPETITIVE BIDS FOR THE PURCHASE OF TWO (2) LIFEPAK ECG HEART MONITORS AND EIGHT (8) AUTOMATED EXTERNAL DEFIBRILLATORS (AED) WITH PERIPHERAL ACCESSORIES FOR USE BY THE FIRE RESCUE DEPARTMENT, IN THE SUM OF \$77,753.11; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns Physio-Control LIFEPAK 2012 and 2015 ECG Heart Monitors and Automated External Defibrillators for use by the Fire Rescue Department; and

WHEREAS, department personnel are trained on the use of this type of equipment; and

WHEREAS, this equipment is compatible with equipment used by neighboring City fire departments and such compatibility is beneficial for improved patient care; and

WHEREAS, purchasing substantially similar equipment will prevent operational confusion and allow for standardization of accessories, medical protocols and training procedures; and

WHEREAS, the LIFEPAK 15 Monitor/Defibrillator is a new model which is substantially similar to and replaces LIFEPAK 12 units; and

WHEREAS, the waiving of formal competitive bids in this matter will be in the public interest; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. The City of Pompano Beach hereby waives formal competitive bids for the purchase of a two (2) LIFEPAK 15 ECG heart monitors and eight (8) Automated External Defibrillators with peripheral accessories for use by the Fire Rescue Department, and the City of Pompano Beach hereby authorizes the proper City officials to purchase the equipment and accessories for the total price of \$77,753.11.

SECTION 2. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

MEB/jrm
4/5/16
l:reso/2016-173

**NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
PARTICIPATING ADDENDUM
FOR AUTOMATIC EXTERNAL DEFIBRILLATORS**

Between

The City of Pompano Beach, FL and Physio-Control, Inc.
(Name of Contractor)

This Participating Addendum will add the City of Pompano Beach, FL as a Participating City to purchase from the NASPO Price Agreement, Number #SW300 with Physio-Control, Inc.
(Name of Contractor)

1. Scope:

Unless otherwise defined, all capitalized terms in this Participating Addendum shall have the meanings ascribed to them in the National Association of State Procurement Officials, *Automated External Defibrillators Master Price Agreement, # SW300* (the "NASPO Master Agreement").

The following are authorized Purchasing Entities under this Participating Addendum: **The City of Pompano Beach, FL.**

2. Changes: No changes required.

3. Lease Agreements: NONE

4. Primary Contact: Participating Entity's primary contact for this Participating Addendum is:

Name: Frank Galgano
Address: 120 S 3rd Street, Pompano Beach, FL 33060
Telephone: 754-224-8567
Fax: 954-786-4347
E-mail: frank.galgano@copbfl.org

5. Subcontractors: The following subcontractor(s) are authorized to perform services: NONE.

6. Price Agreement Number: All Purchase Orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include NASPO Master Agreement number: SW300

7. Purchase Orders: All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the NASPO Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the NASPO Master Agreement.

8. Order of Precedence: The parties acknowledge and agree that:

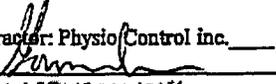
(a) In the event of a conflict between the terms contained in the NASPO Master Agreement and this Participating Addendum, the terms and conditions of this Participating Addendum will control as between Contractor and the Participating Entity; and

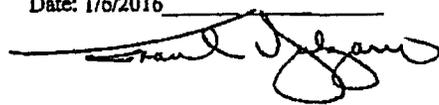
(b) This §8 specifically supercedes §5 of the NASPO Master Agreement

This Participating Addendum and the NASPO Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the NASPO Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the NASPO Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: City of Pompano Beach
By: Fire Rescues Department _____
Name: Frank Galgano _____
Title: EMS Division Chief _____
Date: 1/6/2016 _____

Contractor: PhysioControl inc. _____
By:  _____
Name: GORTAN WONG _____
Title: FINANCE DIRECTOR _____
Date: 02/10/2016 _____



ADDRESS11811 Willows Road NE
Redmond, WA 98052**PHONE****GENERAL**
425 867 4000**TOLL-FREE**
800 442 1142www.physio-control.com**January 2016**

Physio-Control, Inc. is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training markets for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® 2 Chest Compression System

Physio-Control, Inc. is the sole-source provider in **all** markets for the following products and services:

- RELISM (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® System and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- PulsePoint Agency Services
- HealthEMS® Software
- HomeSolutions.NET® Software

Physio-Control is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH® MAC EMS Video Laryngoscope
- McGRATH® MAC Disposable Laryngoscope Blades
- McGRATH® X Blade™

Physio-Control does not authorize any resellers to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative at 800.442.1142.

Sincerely,

PHYSIO-CONTROL, INC.



Allan Criss, Vice-President, Americas Sales



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
 fax 800.732.0956

To Chief Frank Galgano
 CITY OF POMPANO BEACH
 FIRE ADMIN, 120 SW 3RD ST
 POMPANO BEACH, FL 33060
 (954) 270-8861
frank.galgano@copbfl.com

Quote Number 00023676
 Revision # 1
 Created Date 1/18/2016
 Sales Consultant Catherine Rule
 FOB Destination
 Terms All quotes subject to credit approval and the following terms and conditions
 NET Terms NET 30

Contract NASPO #SW300 Expiration Date 4/15/2016

| Product | Product Description | Quantity | List Price | Unit Discount | Unit Sales Price | Total Price |
|-------------------------------|--|----------|------------|---------------|------------------|--------------|
| Trade-in product | Trade in of LIFEPAK 500 Biphasic towards the purchase of CR+/LP1000 | 5.00 | 0.00 | 0.00 | -150.00 | -750.00 |
| 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. LIFEPAK 1000 (Kit #1) Graphical Display Standard Setup w/carry case, battery & electrodes Included at No Charge: 41425-000034-ShipKit | 4.00 | 2,195.00 | -715.04 | 1,479.96 | 5,919.84 |
| 99425-000023 | 11425-000007-Carrying Case 11425-000012-Strap for Carrying Case 11141-000156-Battery 11996-000017- QUIK-COMBO REDI-PAK electrodes (2 pair per unit) 26500-003457-Operating Instructions | 1.00 | 2,725.00 | -645.64 | 2,079.36 | 2,079.36 |
| 11101-000016 | Electrode replacement infant/child reduced energy | 7.00 | 115.50 | -23.55 | 91.95 | 643.65 |
| 11210-000021 | Wall mount bracket for LIFEPAK CR Plus | 4.00 | 102.70 | -23.96 | 78.74 | 314.96 |
| Subtotal | | | | | | USD 8,207.81 |
| Estimated Tax | | | | | | USD 0.00 |
| Estimated Shipping & Handling | | | | | | USD 0.00 |

Grand Total USD 8,207.81

| Pricing Summary Totals | |
|---------------------------------|---------------|
| List Price Total | USD 12,724.30 |
| Total Contract Discounts Amount | USD -3,766.49 |
| Total Discount | USD 0.00 |
| Trade In Discounts | USD -750.00 |
| Tax + S&H | USD 0.00 |

GRAND TOTAL FOR THIS QUOTE
USD 8,207.81

TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO: # 800-732-0956, ATTN: REP SUPPORT

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

CR/03741403/73152

Notes:

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no charge are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/serviceplans/TechnicalServiceAgreement.pdf>

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any

Quote Number: 00023676

other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the 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 the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or nondelivery resulting from any cause 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-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf.

Service Terms

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. 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-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.



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
 fax 800.732.0956

To EMS Division Chief Frank Galgano
 CITY OF POMPANO BEACH
 FIRE ADMIN, 120 SW 3RD ST
 POMPANO BEACH, FL 33060
 (954) 270-8861
frank.galgano@copbfl.com

Quote Number 00026825
 Revision # 1
 Created Date 2/5/2016
 Sales Consultant Catherine Rule
 FOB Destination
 Terms All quotes subject to credit approval and the following terms and conditions
 NET Terms NET 30

Contract NASPO #SW300
 Promotion (RPTRDQ3)- LP12 to LP15 trade in

Expiration Date 3/31/2016

| Product | Product Description | Quantity | List Price | Unit Discount | Unit Sales Price | Total Price |
|------------------|--|----------|------------|---------------|------------------|-------------|
| Trade-in product | Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15 | 2.00 | 0.00 | 0.00 | -6,500.00 | -13,000.00 |
| Trade-in product | Trade in of LIFEPAK 500 Biphasic towards the purchase of CR+/LP1000 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 | 2.00 | 0.00 | 0.00 | -150.00 | -300.00 |
| 99577-001957 | 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. LIFEPAK 1000 (Kit #1) Graphical Display Standard Setup w/carry case, battery & electrodes Included at No Charge: 41425-000034-ShipKit | 2.00 | 34,960.00 | -5,810.23 | 29,149.77 | 58,299.54 |
| 99425-000023 | 11425-000007-Carrying Case 11425-000012-Strap for Carrying Case 11141-000156-Battery 11996-000017- QUIK-COMBO REDI-PAK electrodes (2 pair per unit) 26500-003457-Operating Instructions | 1.00 | 2,725.00 | -645.64 | 2,079.36 | 2,079.36 |

| | | | | | | |
|-------------------|--|------|----------|-----------|----------|----------|
| 99425-000025 | LIFEPAK 1000 (Kit #5) ECG Display, Standard Setup w/carry case, battery & electrodes Included at No Charge: 41425-000034-ShipKit 11425-000007-Carrying Case 11425-000012-Strap for Carrying Case 11141-000156-Battery 11996-000017-QUIK-COMBO REDI-PAK electrodes (2 pair per unit) 11111-000016-3 Wire Monitoring Cable 11425-000001-Accessory Pouch 11100-000001-LIFEPATCH ECG ELECTRODES (3 per package) 26500-003457-Operating Instructions LIFEPAK CR Plus AED Kit Semi-automatic AHA voice prompt | 1.00 | 3,355.00 | -1,037.99 | 2,317.01 | 2,317.01 |
| 80403-000148 | 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. | 1.00 | 2,195.00 | -715.04 | 1,479.96 | 1,479.96 |
| 11577-000004 | Station Battery Charger - For the LP15 | 2.00 | 1,799.70 | -384.70 | 1,415.00 | 2,830.00 |
| 21330-001176 | LP 15 Lithium-ion Battery 5.7 amp hrs | 8.00 | 453.60 | -94.94 | 358.66 | 2,869.28 |
| 11577-000002 | LIFEPAK 15 Basic carry case w/ right & left pouches INCLUDED AT NO CHARGE: 11577-000001 Shoulder Strap | 2.00 | 309.20 | -72.90 | 236.30 | 472.60 |
| 11260-000039 | LIFEPAK 15 Carry case back pouch | 2.00 | 79.20 | -18.00 | 61.20 | 122.40 |
| 11220-000028 | Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15 | 2.00 | 54.60 | -11.02 | 43.58 | 87.16 |
| 11171-000049 | Rainbow DCI Adt Reusable Sensor, 1/box | 4.00 | 637.00 | -95.55 | 541.45 | 2,165.80 |
| 11996-000340 | Rainbow R20, Pediatric Adhesive Sensors (SpO2, SpCO and SpMet), 10/box | 1.00 | 739.00 | -72.60 | 666.40 | 666.40 |
| 11996-000341 | Rainbow R20-L, Infant Adhesive Sensors (SpO2, SpCO and SpMet), 10/box | 1.00 | 713.00 | -70.04 | 642.96 | 642.96 |
| 11111-000022 | 12-Lead ECG Cable, 6-Wire Precordial Attachment (AHA) | 1.00 | 144.50 | -26.45 | 118.05 | 118.05 |
| 11160-000013 | NIBP CUFF BAYONET-REUSEABLE,CHILD | 2.00 | 24.00 | -3.12 | 20.88 | 41.76 |
| 11160-000017 | NIBP CUFF BAYONET-REUSEABLE,LARGE ADULT | 2.00 | 33.00 | -4.29 | 28.71 | 57.42 |
| 21300-008055 | 6-Wire Cable Comb (10-Pack) | 1.00 | 53.50 | -39.70 | 13.80 | 13.80 |
| 21300-008054 | 4-Wire Cable Comb (10-Pack) | 1.00 | 53.50 | -39.70 | 13.80 | 13.80 |
| 50999-000117 | Zone1: (1 to 25Mi) or (1 to 40Km) | 3.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| LP15-OSCOMP-3-POS | LIFEPAK 15 Service - 3 YEAR. On-site Comprehensive Coverage. Annual Payments. | 2.00 | 5,040.00 | -756.00 | 4,284.00 | 8,568.00 |

| | |
|-------------------------------|---------------|
| Subtotal | USD 69,545.30 |
| Estimated Tax | USD 0.00 |
| Estimated Shipping & Handling | USD 0.00 |

Grand Total USD 69,545.30

| Pricing Summary Totals | |
|---------------------------------|----------------|
| List Price Total | USD 100,754.70 |
| Total Contract Discounts Amount | USD -17,894.58 |
| Total Discount | USD -14.82 |
| Trade In Discounts | USD -13,300.00 |
| Tax + S&H | USD 0.00 |

GRAND TOTAL FOR THIS QUOTE
USD 69,545.30

TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO: # 800-732-0956, ATTN: REP SUPPORT

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

BV/03741403/73149

Notes:

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/serviceplans/TechnicalServiceAgreement.pdf>

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Quote Number: 00026825

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. 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 covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the 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 the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or nondelivery resulting from any cause 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-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf.

Service Terms

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. 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-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|-----------------|
| PRODUCER Marsh USA, Inc. 1301 5th Avenue, Suite 1900 Seattle, WA 98101 Attn: Seattle.CertRequest@marsh.com / F: 212-948-4326 184424-STND-GAWUp-15-16 | CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Physio-Control International, Inc. Physio-Control, Inc. 11811 Willows Road NE Redmond, WA 98052 | INSURER A: Continental Casualty Company | NAIC # 20443 |
| | INSURER B: National Fire Insurance of Hartford | 20478 |
| | INSURER C: Lloyd's Of London | 1122000 |
| | INSURER D: | |
| | INSURER E: | |
| INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER:** SEA-002493516-04 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---------------------------------|-------------------------|-------------------------|--|--------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | 4030507381 | 05/01/2015 | 05/01/2016 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ EXCLUDED |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | 4029265138 | 05/01/2015 | 05/01/2016 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | COMP / COLL DED. | \$ 1,000 |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | 4030507395 | 05/01/2015 | 05/01/2016 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | Products-Completed Ops Excluded | | | AGGREGATE | \$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | 4030507378 (AOS) | 05/01/2015 | 05/01/2016 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| A | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A | | | 4030507364 (CA) | 05/01/2015 | 05/01/2016 | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| C | PRODUCTS LIABILITY SIR - \$1,000,000 | | | W156A4150201 | 05/01/2015 | 05/01/2016 | EACH CLAIM | 10,000,000 |
| | | | | | | | AGGREGATE | 10,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

APPROVED
RISK MANAGEMENT
ON: 04/20/15
BY: *[Signature]*
RECEIVED
15 APR 17 PM 11:00
CITY OF POMPANO BEACH FL
INSURANCE

| | |
|--|---|
| CERTIFICATE HOLDER City of Pompano Beach Attn: Risk Management Division 120 SW 3RD ST POMPANO BEACH, FL 33060 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Cheryl Bermudez <i>[Signature]</i> |
|--|---|