

PURCHASE ORDER ITEMS FOR ACCOUNTS PAYABLE
09/23/16
PO NUMBER P220887

PO DATE 09/22/16

APPROVED

VENDOR 30172 ADDR # 0
PHYSIO-CONTROL, INC.
11811 WILLOWS ROAD NEPUBLIC SAFETY TRAINING & MAINT
3400 N. 56TH AVENUE
(REAR BUILDING)
HOLLYWOOD FL 33021
954-967-4250

REDMOND WA 98052

ENCUMBERED DATE 09/22/16
FOBORDER TOTAL 59997.66
TERMS

LINE	REQ #	TRANS #	TYPE	WHSE	STOCK #	BPO #	ACCOUNT #
ENC	SHIP DATE	UOM	QUANTITY		PRICE		ITEM TOTAL
1	R242580	314100003234	N				11.2100.55318.522.006453
Y	082516	EA	4.0000		11250.00000		45000.00
DESCRIPTION: PRODUCT: 99576-000024, LUCAS 2.2 CHEST COMPRESSION SYSTEM-INCLUDES BASE UNIT W BACK PLATE, CARRYING BAG, TWO PATIENT STRAPS, STABILIZATION STRAP, 3 SUCTION CUPS, 1 RECHARGABLE BATTER, AND INSTRUCTIONS FOR USE W EACH DEVICE- ---GRANT PARTIAL-----							
2	R242580	314100003241	N				11.2100.55318.522.016453
Y	082516	EA	4.0000		404.27000		1617.08
DESCRIPTION: PRODUCT: 99576-000024, LUCAS 2.2 CHEST COMPRESSION SYSTEM-INCLUDES BASE UNIT W BACK PLATE, CARRYING BAG, TWO PATIENT STRAPS, STABILIZATION STRAP, 3 SUCTION CUPS, 1 RECHARGABLE BATTER, AND INSTRUCTIONS FOR USE W EACH DEVICE- ---MATCH PARTIAL-----							
3	R242580	314100003242	N				11.2100.55318.522.016453
Y	082516	EA	4.0000		943.34000		3773.36
DESCRIPTION: PRODUCT: 11576-000060, LUCAS 2 STAND-ALONE BATTERY CHARGER							
4	R242580	314100003243	N				11.2100.55318.522.016453
Y	082516	EA	8.0000		596.28000		4770.24
DESCRIPTION: PRODUCT: 115676-000039, LUCAS 2 BATTERY-RECHARGEABLE LITHIUM POLYMER (LIPO)							

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5	R242580	314100003244	N			11.2100.55318.522.016453
Y	082516	EA		2.0000	93.49000	186.98

DESCRIPTION: PRODUCT: 11576-000053, BACK PLATE
GRIP TAPE (3PK)

6	R242580	314100003245	N			11.2100.55318.522.016453
Y	082516	EA		4.0000	1162.50000	4650.00

DESCRIPTION: PRODUCT: LUCAS-OSCOMP-1, LUCAS
SERVICE-1YR-ONSITE COMP COVERAGE.PRODUCT 50999-000117, ZONE1: (1 TO
25MI) OR (1 TO 40 KM)- 1EA- NO
CHARGE.QUOTE NUMBER: 00049112
DATE:8/10/2016.CITY CONTACT: EMS DIVISION CHIEF
CHRIS DEL CAMPO: 954-967-4248.EMS GRANT AWARD REF:
RESO #R-2016-054AWARDED VIA CITY COMMISSION
RESOLUTION #R-2016-XXX
DATED:

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form, and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order In whole or in part for default (a) if Seller fails to perform In accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed Items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprourement.

F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Sellers acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will

result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility

LIABILITY - COPYRIGHT/PATENT/TRADENAME

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.