

STATE OF TEXAS               §  
  §  
COUNTY OF FORT BEND     §

**ADDENDUM TO QUOTE NUMBER #00153485**

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Physio-Control Inc, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Quote **#00153485** (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1.     **Services.** Contractor shall provide the equipment identified in Exhibit A without delay.
2.     **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice, which shall not exceed the costs shown on Exhibit A.
3.     **Maximum Compensation.** Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed amount certified to by the Fort Bend County Auditor, unless agreed by both Parties in writing with a signed certification of available funds provided by the Fort Bend County Auditor.
4.     **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
5.     **Indemnity.** **CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM DEFECTIVE MATERIAL OR WORKMANSHIP IN THE PRODUCTS PURCHASED PURSUANT TO THIS AGREEMENT.**
6.     **Confidential Information.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such

marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

7. **Attorney Fees.** County does not agree to pay any and/or all attorney fees or litigations expenses incurred by Contractor in any way associated with the Agreement.
8. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
9. **Ownership.** Upon payment of invoice, County shall own the equipment. Therefore, any restriction on resale to third parties is hereby deleted.
10. **Limitation on Legal Action.** County does not agree to limit Contractor's liability as a term or condition of the Agreement. County does not agree to any limitations on County's right to bring legal action that do not exist in law.
11. **Entire Agreement.** This Agreement consists of this Addendum, Quote Number #00153485 and the attached copies of Contractor's Return and Warranty Policies, attached and incorporated as Exhibit B. References to any other content are hereby struck from the Agreement between the Parties. The content of Exhibit B shall cause the reference to any web page locations that appear on Exhibit A to be deleted.
12. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
  - A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
  - B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153
13. **Conflict.** In the event there is a conflict, the following have priority with regard to the conflict: first: this document titled, ADDENDUM TO quote number #00153485 second: Exhibit A QUOTE NUMBER #00153485 and last: Exhibit B. RETURN AND WARRANTY POLICIES

FORT BEND COUNTY

\_\_\_\_\_  
\_ KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

PHYSIO-CONTROL INC.



\_\_\_\_\_  
Authorized Agent- Signature

\_\_\_\_\_  
Jennifer N. Collins

\_\_\_\_\_  
Authorized Agent- Printed Name

\_\_\_\_\_  
Manager, Strategic Pricing & Contracts  
Title

\_\_\_\_\_  
December 28, 2018

\_\_\_\_\_  
Date

Exhibit A:     QUOTE NUMBER #00153485

Exhibit B:     RETURN AND WARRANTY POLICIES

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ \_\_\_\_\_ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

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# EXHIBIT A

QUOTE NUMBER # 00153485



**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 FORT BEND CTY EMS  
Attn: Daniel Weaver, Supply Officer  
4332 HWY 36  
ROSENBERG, TX 77471  
(281) 633-7089  
[daniel.weaver@fortbendcountytexas.gov](mailto:daniel.weaver@fortbendcountytexas.gov)

Quote Number 00153485  
Revision # 2  
Created Date 12/5/2018  
Sales Consultant Carlos Graubard  
(713) 305-0904  
[carlos.graubard@physio-control.com](mailto:carlos.graubard@physio-control.com)  
FOB Redmond, WA  
Terms All quotes subject to credit approval and the following terms and conditions  
NET Terms NET 30

Expiration Date 12/28/2018

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99576-000063	LUCAS 3, v3.1 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, (2) SUCTION CUPS, (1) RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE. The device can connect wirelessly to the LIFENET® System for setup options, post-event report generation and asset management.	1.00	15,950.00	-2,871.00	13,079.00	13,079.00
11576-000060	LUCAS Battery Desk-Top Charger	1.00	1,195.00	-215.10	979.90	979.90
11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	2.00	730.00	-131.40	598.60	1,197.20
11576-000071	LUCAS Power Supply	1.00	379.00	-68.22	310.78	310.78

Subtotal USD 15,566.88

Estimated Tax USD 0.00

Estimated Shipping & Handling USD 65.00

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 15,631.88

**Pricing Summary Totals**

List Price Total USD 18,984.00

Total Contract Discounts Amount USD 0.00

Total Discount USD -3,417.12

Trade In Discounts USD 0.00

Tax + S&H

USD 65.00

**GRAND TOTAL FOR THIS QUOTE**

USD 15,631.88

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
<hr/> Account Name		<hr/> Account Name	
<hr/> Address		<hr/> Address	
<hr/> City		<hr/> City	
<hr/> State	<hr/> Zip Code	<hr/> State	<hr/> Zip Code
<b>Accounts Payable Contact Information</b>			
<hr/> Accounts Payable Contact		<hr/> Accounts Payable Phone Number	
<hr/> Accounts Payable Email		<b>Customer is Tax Exempt?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Authorized Customer Signature</b>			
<hr/> Name		<hr/> Signature	
<hr/> Title		<hr/> Date	

**Optional information:**

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Special Ship to Address

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Comments

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

Reference Number CG/03909801/185980

**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 § 1396x(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.