



CITY OF CORAL GABLES

405 Biltmore Way
Coral Gables, FL 33134
(305) 460-5102

**Finance Department / Procurement Division
Request for Sole Source Procurement
(Over \$25,000 requires Commission approval)**

Section 2-489 A contract may be awarded without competitive bids or proposals when the Procurement Officer, after conducting a good faith review of all available sources, determines in writing, pursuant to a written request from a department head, that the contract by its very nature is not suitable to competitive bids or proposals, as there is only one source for the required supply, service or construction item capable of fulfilling the needs of the city.

Contract ID # SS 2019-051

PART I: Department/Vendor Information

Division/Department	EMS/FIRE	Dept. Contact	Captain Xavier Jones	Requisition No.	
Suggested Vendor	STRYKER	Service/Item Description	LifePak 15	Value	\$69,365

PART II: Explanation (Supporting documentation must be attached)

Sole Source Justification

The City of Coral Gables Fire Rescue currently own mutiple Lifepak machines. These monitors are currently on all Advance Life Support units and are utilized for life saving measures. The new Lifepak 15 monitors will replace the current outdated Lifepak 12. The current Lifepaks 12 montiors will no longer be serviceable after April 2020. This company is a sole source for this equipment as listed in the attachment. This is apart of a on-going capital project.

[Signature]
Department Head Signature

6/18/19
Date

[Signature]
Procurement Officer Signature

6/18/19
Date

** Requires Commission approval based on the total spend. An agenda item must be submitted*



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 CORAL GABLES FD
 Attn: Xavier Jones, Captain
 2815 SALZEDO ST
 CORAL GABLES, FL 33134
 (788) 518-0386
xjones@coralgables.com

Quote Number 00178144
 Revision # 1
 Created Date 6/4/2019
 Sales Consultant Sarah Heckman
 (813) 422-8010
sarah.heckman@stryker.com

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

Contract FSS Contract V797D-30038

Expiration Date 9/11/2019

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- 26500-003812 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	3.00	35,660.00	-8,890.15	26,769.85	80,309.55
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	3.00	59.00	0.00	59.00	177.00
11260-000039	LIFEPAK 15 Carry case back pouch	3.00	84.00	0.00	84.00	252.00
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	3.00	327.00	0.00	327.00	981.00
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	9.00	479.00	-185.03	293.97	2,645.73
Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	3.00	0.00	0.00	-5,000.00	-15,000.00

Subtotal USD 69,365.28
 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

Quote Number: 00178144



June 6, 2019

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR™ coaching devices
- CODE-STAT™ data review software and service

Stryker 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
- HealthEMS® Software
- HomeSolutions.NET® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe SolutionSM Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker 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™

Stryker does not authorize any third-parties 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 or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Senior Director, Americas Sales

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GDR 3321967_K

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

CITY OF CORAL GABLES

405 Biltmore Way
Coral Gables, FL 33134
(305) 460-5102

Department / Procurement Division
for Sole Source Procurement
(00 requires Commission approval)

Proposals when the Procurement Officer, after conducting a good faith review of all available sources, determines in contract by its very nature is not suitable to competitive bids or proposals, as there is only one source for the needs of the city.

6/6/19 - Hold & wait
for Nichole &
Captain Jones -
this will be a
capital req -

Stryker (vendor)

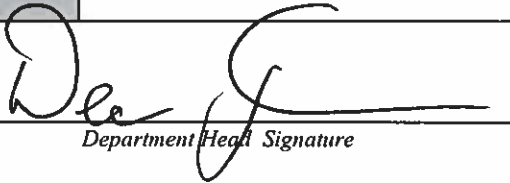
11:51am - sent Capt. Jones - Sole Source Auth. Form

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Department Head Signature


Date

Procurement Officer Signature

Date



Emergency Care

11811 Willows Road NE
 P.O. Box 97006
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Contract FSS Contract V797D-30038 Expiration Date 9/1/2019

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Subtotal USD 69,365.28
 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 69,365.28

Pricing Summary Totals

List Price Total	USD 112,701.00
Total Contract Discounts Amount	USD -28,335.72
Total Discount	USD 0.00
Trade In Value	USD -15,000.00
Tax + S&H	USD 0.00

GRAND TOTAL FOR THIS QUOTE

USD 69,365.28

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	<input type="checkbox"/> same as address on quote	Shipping Address	<input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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

Reference Number SH/03852601/206953

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's 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 § 1395k(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.



June 6, 2019

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Sincerely,

Matt Van Der Wende, Senior Director, Americas Sales

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GDR 3321967_K

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Physio-Control, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
11811 Willows Rd NE

6 City, state, and ZIP code
Redmond, WA 98052

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
OR									
Employer identification number									
9	1	-	0	6	9	7	6	9	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 1/2/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SUPPLIER REGISTRATION SHEET

CITY OF CORAL GABLES, FL

405 Biltmore Way / Coral Gables, FL 33134

Finance Department / Procurement Division

Phone: 305-460-5102 / Fax: 305-261-1601

Please submit your completed form to: procurement@coralgables.com



(*) Business Name:

Physio Control, Inc

d/b/a:

(*) Address

11811 Willows Rd NE

(*) City, State & Zip

Redmond, WA 98052

Website:

(*) Remit To Address:

11811 Willows Rd NE PO Box 97006

(*) City, State & Zip

Redmond, WA 98052

(*) Phone Number:

(800) 426-8047

(*) Fax Number:

(800) 732-0956

(*) Contact Name:

Sarah Heckman

Contact Phone No.:

(813) 422-8010

Cell / Mobile Number:

()

(*) Contact eMail:

sarah.heckman@stryker.com

(*) Federal Tax ID:

91-0697691

Please include a copy of your W9 when submitting this form

State Tax ID:

Business License(s)

Authorized Representative

Position/Title

Authorized Signature

Date

Fields with an (*) indicate this information is required

# Assigned: _____	Internal Use Only
Date: _____	Staff: _____