

AMBULANCE PURCHASE
Medic 1
October 2018

Vendor	Item	Cost
Leader Industries	Ambulance - F-550, Type I	\$ 272,376.39
49er Communications	Bendix King Mobile Radio	\$ 4,952.19
LN Curtis	David Clark Headsets	\$ 3,678.45
Motorola	APX6500 Portable Radios	\$ 8,914.01
Physio Control	LIFEPAK Heart Monitor, LUCAS Chest Compression Device	\$ 60,105.40
Stryker Medical	Gurney - Power-PRO XT	\$ 24,306.80
Stryker Medical	Gurney - Power-LOAD Conversion Kit <i>(for compatibility of existing gurneys)</i>	\$ 4,735.27
Stryker Medical	Gurney - Power-LOAD Warranty	\$ 6,109.60
	TOTAL:	\$ 385,178.11

LEADER INDUSTRIES

Steve De La Montanya
10941 Weaver Avenue
So El Monte, CA 91733
707-529-7522

Alameda Fire Department

1300 Park Street
Alameda, CA 94501
Philip Fernandez

(510) 337-2100



Parent Job 2257

(2019) MANUFACTURES CREDIT (\$4,490)

THE ABOVE ITEMS ARE ALREADY INCLUDED IN THE CONTRACT PRICE.

SHIPPING FOB: 1300 Park Street. Alameda CA

	<i>Each</i>	<i>Extended Amount</i>
1 Subtotal for base vehicle, rebates and discounts :	\$248,442.00	\$248,442.00
Subtotal for all option items:	0.00	0.00
SUB TOTAL FOR VEHICLE AND ALL ITEMS IN THE CONTRACT:	248,442.00	248,442.00
MUNICIPAL CUSTOMER REBATE:	(2,000.00)	(2,000.00)
PRE-PAYMENT DISCOUNT: Payment must be made within 10 days of order.		(3,500.00)
Subtotal for base vehicle and all taxable items:	\$242,942.00	\$242,942.00
Sales tax calculated at : 9.25 %	22,472.14	22,472.14
Performance Bond:	1,150.00	1,150.00
7 Tires fees (\$1.75) per tire:	12.25	12.25
Delivery Fees:	3,400.00	3,400.00
Final inspection, Horton Grove City OH, 2 Alameda personnel 2 night 3 day trip		2,400.00
Contract Total:	\$272,376.39	\$272,376.39

Estimated delivery is 185-210 days from order confirmation (subject to change).

Customer Representative	Date: _____	Payment: (Please check one)	Leasing <input type="checkbox"/>
		Company Check <input type="checkbox"/>	Wire Transfer <input type="checkbox"/>

Purchaser agrees to defend, indemnify and hold Halcore Group Inc., dba Leader Industries, harmless from any claims, costs (including actual attorney's fees), damages and liabilities caused in whole or in part by any alteration or modification of, or changes or additions to these purchased products.

TERMS: All Vehicle Sales Are C.O.D. Titles to be Processed Upon Receipt of Payment in Full

Quotation is valid for 60 days

THANK YOU FOR YOUR BUSINESS



361 Railroad Ave
 Nevada City, CA 95959
 Phone 530-477-2590
 Fax 530-478-9188
 E-Mail sales@49er.cc

Quote 44608



Quoted 6/5/2018

Bill To

Alameda Fire Dept
 1300 Park Street
 Alameda, CA 94501

Ship To

Alameda Fire Dept
 Attn: Grant Miller
 1300 Park Street
 Alameda, CA 94501

Quote Expires

7/5/2018

Purchase Order	Ship Via	FOB	Reference	Entered By	Terms
	UPS Ground	Destination		JLC 6/5/2018	Net 20

Product	Description	Ordered	Price	Amount
MOKMGVHREDR	KNG-M150R Digital P25 APCO, Remote Mount, 136-174 MHz, 5000 Channels, 50 Watts, Includes KAA0630 and KAA0261 - RELM BK Mobile Radio	1	1,820.00	1,820.00
MAKMGCHRERM	Remote Control Head, KAA0660 - Plug and Play Kit, Includes KAA0638 for RELM BK Radio KNG M	1	949.00	949.00
MAKMGINRESC17	17' Remote Mount Cable, KAA0636 - for RELM BK Radio KNG M	1	87.75	87.75
MAKMGAAAREDM	DTMF Programming Microphone, KAA0290 - for RELM BK Radio KNG M	1	276.25	276.25
HHDPHVHREAKC	GPH5102X-CMD Command Version, Analog, 500 Channels, 5 Watt, VHF 136-174 MHZ, Metal Case - RELM BK Portable Radio	1	1,075.00	1,075.00
ANDPHWPTA9.5V2	9.5 Inch Antenna, LAA0818 - Red Tip, VHF 150-170 MHz, KR Connector, 0db Gain for RELM BK Radio DPH, GPH	1	30.75	30.75
BADPHCSBAO	Orange "AA" Clamshell, BADPHCSBAO - Equivalent to LAA0139 for RELM BK Radio DPH, GPH	2	40.70	81.40
AADPHSPMMP3R	Aqua Miner Mic, AADPHSPMMP3R - IP67 (Submersible), Replaces Speaker Mic LAA0199, LAA0207 for RELM BK Radio DPH, GPH	1	162.80	162.80
UPS Ground	UPS Ground Freight & Insurance	1	49.95	49.95

We appreciate the opportunity to do business with you!

Sub-total **\$4,532.90**

Tax 7.25% 9.25% **\$419.29 325.04**

Total **\$4,952.19 ~~\$4,857.94~~**

Ph: 510-839-5111
 TF: 800-443-3556
 Fax: 510-839-5325
oaksales@lncurtis.com
 DUNS#: 00-922-4163



Pacific North Division
 1800 Peralta Street
 Oakland, CA 94607
www.LNCURTIS.com
 Quotation No. 97411

Quotation

CUSTOMER:
 Alameda City Fire Department
 1300 Park Street
 Alameda CA 94501-4508

SHIP TO:
 Alameda City Fire Department
 1300 Park St
 Alameda CA 94501-4508

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
97411	8/16/2018	10/15/2018

SALESPERSON	CUSTOMER SERVICE REP
PJ Kurpinsky pkurpinsky@lncurtis.com 510-517-9611	John Cassani jcassani@lncurtis.com 510-268-3305

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Adam Griffith	C1559	Net 30	FR

F.O.B.	SHIP VIA	REQ. DELIVERY DATE
DEST	Prepaid	

NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

TRANSPORTATION IS INCLUDED IN BELOW PRICING.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	18747G06 DC	C3821 21' RADIO INTERFACE CORD	\$110.00	\$110.00
2	1	EA	40135G01 DC	U3805 REMOTE RADIO JUNCTION	\$277.00	\$277.00
3	2		18747G47 DC	C382105 20' RADIO INTERFACE MODULE	\$172.00	\$344.00
4	2	EA	18747G05 DC	C38-12 12' JUMPER CORD ASSY	\$116.00	\$232.00
5	2	EA	40136G01 DC	U3815 RADIO INTERFACE HEADSET STATION	\$425.00	\$850.00
6	1	EA	18745G01 DC	U3800 MASTER STATION	\$582.00	\$582.00
7	1	EA	18748G01 DC	C3820 20' POWER CORD	\$86.00	\$86.00
8	2	EA	40583G03 DC	H3442 HEADSET MIC- BEHIND HEAD STRAP	\$350.00	\$700.00
9	1		18900G-39 DAVID CLARK	WASHER,FLAT (10/PK) 17165P-55	\$6.00	\$6.00
10	2	EA	26553P01 DC	PUSH BUTTON GUARD	\$9.00	\$18.00
11	2	FT	09815P20HA000 DC	ELEC CORD- FT	\$4.00	\$8.00
12	2	EA	18352G07 DC	5 PIN CONNECTOR KIT	\$34.00	\$68.00
13	2	EA	09851P28 DC	SWITCH- PUSH TO TALK	\$43.00	\$86.00

Ph: 510-839-5111
TF: 800-443-3556
Fax: 510-839-5325
oaksales@lncurtis.com
DUNS#: 00-922-4163



Pacific North Division
1800 Peralta Street
Oakland, CA 94607
www.LNCURTIS.com
Quotation No. 97411

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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DUNS NUMBER: 009224163
SIC CODE: 5099
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 10/15/2018. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	\$3,367.00
Tax Total	\$311.45
Transportation	\$0.00
Total	\$3,678.45



MOTOROLA

Motorola, Inc., in Care of Red Cloud, Inc
2850 Camino Diablo
Walnut Creek, Ca. 94597

City of Alameda Fire Department
Attn: Grant Miller



MOTOROLA SOLUTIONS CONFIDENTIAL INFORMATION

APX6500 DUAL HEAD P25 TDMA RADIO - PROFORMA QUOTE FOR EBRCSA USERS TDMA UPGRADE

2	M25URS9PW1 N	APX6500 700/800 MID POWER MOBILE	\$2,438.00	\$1,828.50	\$3,657.00
2	Q806	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$386.25	\$772.50
2	QA00580	TDMA OPERATION	\$450.00	\$337.50	\$675.00
2	Q361	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$225.00	\$450.00
2	G51AU	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	\$900.00	\$1,800.00
2	G442	ADD: 05 CONTROL HEAD	\$432.00	\$324.00	\$648.00
2	G67	ADD: REMOTE MOUNT MID POWER	\$297.00	\$222.75	\$445.50
2	G444	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	\$0.00
2	G335AW	ADD: ANT 1/4 WAVE 762-870 MHZ	\$14.00	\$10.50	\$21.00
2	GA00235AA	ADD: NO GPS ANTENNA NEEDED	\$0.00	\$0.00	\$0.00
2	GA00092AC	ADD: APX DUAL-CONTRL HEAD HARDWARE	\$570.00	\$427.50	\$855.00
4	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$45.00	\$180.00
4	W22	ADD: STD PALM MICROPHONE APX	\$72.00	\$54.00	\$216.00
2	GA00255AC	ENH: SFS COMPREHENSIVE 5 YR	\$360.00	\$360.00	\$720.00

LIST PRICE	\$13,416.00
CONTRACT PRICE	\$10,440.00
2018 QUANTITY SHIP INCENTIVE	-\$2,280.72
Sub-total	\$8,159.28
Sales Tax - 9.25%-rate depends on ship-to location	\$754.73
Total	\$8,914.01

TERMS: Reference Contra Costa County or EBRCSA contract.
VALIDITY: Ship BY 9/21/18
SHIPPING: *FOB Ship Point - N/C*
DELIVERY: By 9/30/2018

**SFS not discounted*
***Aggregated orders among EBRCSA user agencies by 9/21/18*
MOTOROLA CONFIDENTIAL INFORMATION

Above Prices Per Contra Costa County Bid # 0904-018

NOTE: * This quote reflects the 2018 EBRCSA TDMA Upgrade Special Incentive Pricing, discounting further below the Contra Costa County Contract. Proposal valid through September 21, 2018

TERMS: Net 30 days from shipment
VALIDITY: Quote valid through 09/30/18
SHIPPING: 6 Weeks ARO
PHONE: 510-774-5771
ADDRESS: Motorola Inc. in Care of Red Cloud, Inc.
2850 Camino Diablo, Walnut Creek, Ca. 94597

QUOTED BY: Kevin Lincks
Red Cloud, Inc.
510-428-0635 Office
510-420-0882 Fax
415-774-5771 Mobile
kevin@redcloudinc.com

DATE: June 8, 2018



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
 Sales Order fax 800.732.0956
 Service Plan fax 800.772.3340

To ALAMEDA CITY FD HQ
 Attn: David Buckley
 1300 PARK ST
 ALAMEDA, CA 94501
 5103372162
dbuckley@alamedaca.gov

Quote Number 00129640
 Revision # 1
 Created Date 6/12/2018
 Sales Consultant Jennifer Hughes
 (415) 595-7532
jennifer.hughes@stryker.com
 FOB Destination
 Terms All quotes subject to credit approval and the following terms and conditions
 NET Terms NET 45

Contract State of CA Expiration Date 9/1/2018

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	1.00	640.00	-115.20	524.80	524.80
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	1.00	59.00	-12.26	46.74	46.74
11260-000039	LIFEPAK 15 Carry case back pouch	1.00	84.00	-16.76	67.24	67.24
11576-000048	LUCAS 12V-24V DC Car Cable	1.00	145.00	0.00	145.00	145.00
11576-000060	LUCAS Battery Desk-Top Charger	1.00	1,195.00	0.00	1,195.00	1,195.00
11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1.00	730.00	0.00	730.00	730.00
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	1.00	327.00	-64.60	262.40	262.40
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	3.00	479.00	-186.50	292.50	877.50
99576-000063	LUCAS 3.1 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
	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, Temp INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO					

99577-001958	ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, N-SERVICE DVD - 21330-001486 (one per order) , SERVICE MANUAL CD- 26500-003612 (one per order) and ShipKit- (RC Cable) 41577-000290 INCLUDED. HARD PADDLES, BATTERIES, CARRYING CASE NOT INCLUDED.	1.00	37,000.00	-9,364.00	27,636.00	27,636.00
LP15-OSCOMP-4-POS-UP	LIFEPAK 15 Service - 4 YEAR. On-site Comprehensive Coverage. Up Front Payment. Includes: -Services performed at customer's location by a Physio-Control Technical Specialist -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service	1.00	7,056.00	-1,180.80	5,875.20	5,875.20
LUCAS-OSPMSIRP-4-POS-UP	LUCAS Service - 4 YEAR. On-site Preventative Maintenance; Ship in Repair Plus. Up Front Payment. On Site PM; Ship In Repair Plus Coverage LUCAS® Includes: -Preventive Maintenance inspections performed at customer's location by a Physio-Control Technical Specialist; Repairs performed at nearest available Physio-Control Service Center -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service	1.00	4,944.00	-741.60	4,202.40	4,202.40

Subtotal	USD 54,641.28
Estimated Tax	USD 5,464.12
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 60,105.40
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Pricing Summary Totals	
List Price Total	USD 69,567.00
Total Contract Discounts Amount	USD -14,727.90
Total Discount	USD -197.82
Trade In Discounts	USD 0.00
Tax + S&H	USD 5,464.12

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

To update any customer information, please complete form at www.physio-control.com/account/

Reference Number JH/20992101/128567

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.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be prorated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be prorated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.



3800 E. Centre Ave Portage, Michigan 49002

Bill To: City of Aameda Fire Department
 Parsonage
 Aameda CA

Ship To: City of Aameda Fire Department
 Parsonage
 Aameda CA

Account: 1152060

Account No:

End User: City of Aameda Fire Department

Contact: David B. Cline

Parsonage

Aameda CA

Information db.cline@amedaca.com

Qty	Part #	Description	Unit Price	Price
1	Power-PRO XT	6506000000		\$19,588.83
	Options			
1	Power-PRO XT	6506000000		
1	Dual Wheel Lock	6086602010		
1	PR Cot Retaining Post	6085033000		
1	Power Pro Standard Components	6506026000		
1	XPS Option	6506040000		
1	No Runner/HE O2	0054200994		
1	Equipment Hook	6500147000		
1	Power-LOAD Compatible Option	6506127000		
1	Knee-Gatch/Trendelenburg	6500082000		
1	Retractable Head Section O2	6085046000		
1	Pocketed Back Rest Pouch	6500130000		
1	Head End Storage Flat	6500128000		
1	ONE PER ORDER, MANUAL, ENG OPT	650606160000		
1	1 Charger, 2 SMRT Batteries 12V DC Cable	6500027000		
1	J Hook	6092036018		
1	XPS Knee Gatch Bolster Matrss	6500003130		
1	Steer Lock Option	6506038000		
1	3 YR X-Frame Powertrain Wmty	7777881669		
1	2 Yr Bumper to Bumper Warranty	7777881670		
1	DOM SHIP (NOT HI, AK, PR, GM)	0054030000		
1	3 Stage IV Pole PR Option	6500315000		
1	X-RESTRAINT PACKAGE	6500001430		
1	STANDARD FOWLER	6506012003		
	Trade In			
	Project Percentage			

Sub-Total Capital
 Sub-Total Service
 Sales Tax
TOTAL \$24,306.80

*Tax-Exempt Verification Required Estimated Sales Tax at 9.25%

Purchasing Information:

Organization: _____ Title: _____
 Name: Please Print _____ Date: _____
 Signature: Authorized Purchasing Agent

Payment Information:

Cash/Check _____
 Visa/MC: _____
 Card Number: _____
 Name on Card: _____
 Expiration Date: _____

OTHER
 Purchase Order _____
For public services/fire depts:
 Point of Contact: Lead Officer: _____
 Lead Officer Phone: _____
 Lead Officer Address: _____

Comments:

NE term
 Rem: PO BO
 C: ca. o.:



Sales Account Manager

SHANNON PUENTE
Shannon.Puente@stryker.com
Cell: 510-318-4106

Remit to:

Stryker Medical
P.O. Box 93308
Chicago, IL 60673-3308

End User Shipping Address

1152060
CITY OF ALAMEDA FIRE DEPT
1300 PARK ST
ALAMEDA, CA 94501

Shipping Address

1152060
CITY OF ALAMEDA FIRE DEPT
1300 PARK ST
ALAMEDA, CA 94501

Billing Address

1152060
CITY OF ALAMEDA FIRE DEPT
1300 PARK ST
ALAMEDA, CA 94501

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	6740222	08/13/2018	QUOTE		STANDARD QUOTE

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	2	6506 PWRLD COMPAT UPGRADE KIT	6506700001	\$1,857.17	\$3,714.34	
2.00	2	ProCare Upgrade Charge	77100003	\$310.00	\$620.00	

Note:
Pricing good through September, 2018
Please add sales tax to the kits - service is not taxed.

Product Total	\$4,334.34
Freight	\$0.00
Tax	\$400.93
Total	\$4,735.27

Signature: _____ Title/Position: _____ Date: _____

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 Days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

Sales Rep Name: Shannon Puente
 ProCare Service Rep: Rick Molina

3800 E. Centre Ave
 Portage, MI 49009

Date: 9/14/2018
 ID #: 180914082338

PROCARE PROPOSAL SUBMITTED TO:

Account Number: <u>1152060</u>	Name: David Buckley
Account Name: City of Alameda Fire Dept	Title: EMS Captain
Account Address: 1300 Park Street	Phone: 510-755-6999
City, State Zip: Alameda, CA 94501	Email: dbuckley@alamedaca.gov

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	6390	Power-LOAD	EMS Protect	1	7		\$7,637.00

PROGRAM INCLUDES:

EMS Protect:
 Includes parts, labor, travel, 1 annual PM inspection, unscheduled service and product equipment checklists. Replacement parts do not include mattresses, batteries, and other disposable or expendable parts.

	ProCare Total	\$7,637.00
	Discount	20%
	FINAL TOTAL	\$6,109.60

Start Date: 10/1/2018
 End Date: 9/30/2025

 Stryker Signature Date Customer Signature Date

 Purchase Order Number (MUST INCLUDE HARD COPY)

COMMENTS:

Please fax signed Proposal and Purchase Order to Tom Tackabury at 269-321-3501.
 All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
 **Quote pricing valid for 30 days.

SERIAL NUMBER SHEET

Item No.	Model	Serial Number	Program
1	6390	1810TOS	EMS Protect

SERVICE AGREEMENT

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and City of Alameda Fire Dept, herein and after, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment ProCare Program (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

9. OPERATION MAINTENANCE

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96Z499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

22. MAINTENANCE INSPECTION

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.