



# QUOTATION

Medical Positioning, Inc.

800.593.3246

816.474.7755

1146 Booth Street, Kansas City, KS 66103

Remittance Only:

BIN 172001

PO BOX 88001, Milwaukee, WI 53288-8001

**MPI Contact**

Account Executive: Lacy Jacobsen

Contact Email: LJacobsen@medicalpositioning.com

**Bill To**

San Bernardino County on behalf of  
 Arrowhead Regional Medical Center  
 400 N. Pepper  
 Colton CA 92324  
 United States

**Quote Number**

**QUO004646**

**Expires**

11/30/2022

**Date Created**

06/27/2022

**Summary of Terms**

Payment

\*refer to complete terms and conditions for additional details

**Ship To**

Arrowhead Regional Medical Center  
 400 N. Pepper  
 Colton CA 92324  
 United States

Product Description MPIETBL-283-0005	Color	Discount	Extended Price	Quantity Quoted	Total
<b>Product ID - 283</b> <b>283_EchoTable_Height, Fowler and Trendelenburg</b>  14" x 12" Exam Drop Section One Hand Rapid Release Patented Non-Pinch Closure ; optional 2-Way functionality 14" x 12" Sonographer 2-Way Drop Section with Remote Release and Patient Back Support Height Adjustment: 24"-34" Fowler Adjustment: 0° - 65° Trendelenburg Adjustment: +15° - -15° Patient Weight Capacity: 500 lbs Hand Controller with Lock 3 year warranty(See Expanded Specifications and Warranty) Protected by Silverguard Antibacterial Technology UL ANSI/AAMI ES60601-1 (2005) + AMD (2012), CAN/CSA C22.2 No. 60601 (2014) Standard Color: Guardian Latch Must be purchased in conjunction with base ET1000 or ET2000 <b>Unit Price: \$8,583.75</b>	Latch	\$429.19	\$8,154.56	1	\$8,154.56
<b>Product ID - ET2000</b> <b>ET2000 EchoTable_Individual Locking Caster Braking Base</b>  EchoTable Base w/ Individual Locking Caster Braking - Base includes power functionality - Individual Locking Caster Braking features individual lock and unlock brakes on each caster Compatible with 251, 272, 273 and 283 models Must be purchased in conjunction with a 251, 272, 273 or 283 model. <b>Unit Price: \$0.00</b>		\$0.00	\$0.00	1	\$0.00
<b>Product ID - 11685</b> <b>11685 Removable Safety Handrails_EchoTable</b>  Set of two handrails with brackets for models MFG January 2014 forward. Handrails can be affixed in the upright position to provide additional patient safety, lowered to flush with the table surface for easier patient access and removed for easy storage. Compatible with all EchoTable 251, 272, 273, 283. <b>Unit Price: \$599.00</b>		\$0.00	\$599.00	1	\$599.00
Product Description Accessories items	Color	Discount	Extended Price	Quantity Quoted	Total

<b>Product ID - 11793</b> <b>11793_HAG Capisco Sonographer Chair with Removable Foot Ring</b>  CHAIR, HAG CAPISCO #8106 -neutral dove gray vinyl -medical grade vinyl covering -footbase, matte silver -backstem/J-Bar, matte silver -19-26" height adjustment -removable foot ring -dcb-caster, carpet standard - black -meets CalTB117 required standards -weight limit of 252 lbs. Standard Color: Dove Gray *some assembly required <b>Unit Price: \$1,295.00</b>		\$0.00	\$1,295.00	2	\$2,590.00
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Subtotal	\$11,772.75
Discount	(\$429.19)
Estimated Freight (available upon request)	
Estimated Tax (available upon request)	
<b>TOTAL</b>	<b>\$11,343.56</b>

Quote Notes:

#### TERMS AND CONDITIONS

1. **OFFER AND ACCEPTANCE.** The terms and conditions set forth below, in the quote and invoice contain the entire agreement (“Agreement”) between Medical Positioning, Inc., a Missouri corporation (“**Company**”), and the purchaser designated on the order (“**Purchaser**”), and becomes a binding contract on the earlier of (i) signed acknowledgement by Purchaser, (ii) submission of a purchase order, (iii) commencement of performance by Company, or (iii) shipment according to schedule of any or all the goods covered hereby. No change shall be made to these terms and conditions unless agreed to in writing by Company. Failure of either party to enforce any of such party’s rights hereunder shall not constitute a waiver of any of such rights or any other rights, whether hereunder or otherwise.
2. **TERMS OF PAYMENT.** Payment terms are net 30 calendar days unless otherwise indicated on the quote or invoice, as applicable. In the event of conflict of terms between the quote and invoice, the quote shall govern unless mutually agreed by the parties. Company reserves the right, among other remedies, either to terminate this order or to suspend further deliveries upon Purchaser’s failure to make any payment as herein provided.
3. **TAXES.** All sales, use, excise or other taxes, arising therefrom, are strictly Purchaser’s responsibility and for Purchaser’s account. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the Purchaser.
4. **DELIVERY.** Unless otherwise specified, Purchaser is responsible for all shipping costs which will be prepaid and added to the invoice. All Products will be packaged, marked and prepared in accordance with good commercial practices to obtain the lowest shipping rates. All risk of loss, shall pass from Company to Purchaser upon delivery by carrier at Purchaser’s facility.
5. **DELAY.** Company shall not be responsible for nonperformance or delay of performance resulting from any cause beyond the reasonable control of Company, including labor difficulty, government action or inaction, delay of a vendor, supplier or carrier, weather, war, civil disturbance, or acts of God. Any delay resulting from any such cause shall effect a corresponding extension of any date on which Company’s performance may be due. Purchaser shall pay reasonable storage charges to Company for Product ready for delivery from Company’s premises but not shipped within a reasonable time therefrom as a result of delay that is in the reasonable control of Purchaser.
6. **INSPECTION AND REJECTION.** Any goods not rejected, in writing, within thirty calendar days after delivery by carrier shall be deemed accepted by Purchaser. Any goods rejected as aforesaid shall be available for pick-up within ten calendar days of rejection, unless otherwise unanimously extended by the parties, all at Purchaser’s expense (unless the rejection is due to a defect in the goods, at which point the return shall be at Company’s expense). Purchaser will be responsible for a 30% restocking fee and all applicable duties, taxes, transportation costs and handling costs, except where the return is due to a defect in any goods provided by Company that was in existence at the time of delivery to Purchaser. In no case shall rejected goods be returned without first obtaining Company’s permission. Only unused goods will be considered for such return and are subject to a quality inspection by Company.
7. **CANCELLATION.** An order may be cancelled by Purchaser only with Company’s consent prior to product shipment.
8. **SPECIFICATIONS.** Company reserves the right to change specifications for any goods, provided that such changes do not materially adversely affect Purchaser.
9. **COMPLIANCE.** Purchaser will observe and comply with all applicable laws, rules, regulations and ordinances of the United States or any state, municipality or other governmental authority or agency that may apply to the goods the subject of this order.
10. **DEBARMENT AND SUSPENSION.** **Company hereby represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, Company represents and warrants that no proceedings or investigations are currently pending or to Company’s knowledge threatened by any federal or state agency seeking to exclude Company from such programs or to sanction Company for any violation of any rule or regulation of such programs.**
11. **INSURANCE.** Without in anyway affecting the indemnity provided herein, Company shall maintain the following insurance coverage at the following minimum limits:

- Workers’ Compensation/Employer’s Liability – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with \$250,000 limits covering all persons.
- Commercial/General Liability Insurance – General Liability Insurance covering all operations performed by or on behalf of Company providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include: Products and completed operations, Broad form property damage (including completed operations), Personal injury, Contractual liability, and a \$2,000,000 general aggregate limit.

All policies, except for Worker’s Compensation, shall contain additional endorsements naming Purchaser as an additional named insured with respect to liabilities arising out of this Agreement. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

When applicable, and when requested by Purchaser, evidencing proof of the foregoing coverage shall be furnished to Purchaser.

Company shall require the carriers of required coverages to waive all rights of subrogation against the Purchaser, its officers, employees, agents, volunteers, contractors and subcontractors. All general liability insurance coverage provided shall not prohibit Company and Company’s employees or agents from waiving the right of subrogation prior to a loss or claim. Company hereby waives all rights of subrogation against Purchaser.

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Purchaser.

Company agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Company and Purchaser or between Purchaser and any other insured or additional insured under the policy.

Insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII". In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, Purchaser has the right but not the obligation or duty to cancel this Agreement or obtain insurance if it deems necessary and any premiums paid by Purchaser will be promptly reimbursed by Company or Purchaser payments to the Company will be reduced to pay for Purchaser purchased insurance.

12. **INDEMNIFICATION.** Company will indemnify, defend, and hold harmless Purchaser and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or products provided by Company. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against Purchaser, or Purchaser receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, Purchaser will use reasonable efforts to notify Company promptly of such lawsuit, claim or election. However, Purchaser's failure to provide or delay in providing such notice will relieve Company of its obligations only if and to the extent that such delay or failure materially prejudices Company's ability to defend such lawsuit or claim. Purchaser will give Company sole control of the defense (with counsel reasonably acceptable to Purchaser) and settlement of such claim; provided that Company may not settle the claim or suit absent the written consent of Purchaser unless such settlement (a) includes a release of all claims pending against Purchaser, (b) contains no admission of liability or wrongdoing by Purchaser, and (c) imposes no obligations upon Purchaser other than an obligation to stop using the goods or products that are the subject of the claim. In the event that Company fails to or elects not to defend Purchaser against any claim for which Purchaser is entitled to indemnity by Company, then Company shall reimburse Purchaser for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from Purchaser. After thirty (30) days, Purchaser will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by Purchaser to Company. This shall not apply to any judgment or settlement amount, which amounts Purchaser shall be entitled to notify, invoice or debit Company's account at any time; and Purchaser, at its sole discretion, may settle the claim or suit.

If, in Company's opinion, any goods or products become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Company may, at its option: (i) procure for Purchaser the right to continue using the goods or products; (ii) replace or modify the goods or products to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Company, Purchaser shall cease use of the goods or products upon written notice from Company, and Company shall provide Purchaser with a pro-rata refund of the unearned fees paid by Purchaser to Company for such goods or products.

The Company also agrees to indemnify, defend (with counsel reasonably approved by Purchaser) and hold harmless the Purchaser and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Purchaser on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Company indemnification obligation applies to the Purchaser's "active" as well as "passive" negligence but does not apply to the Purchaser's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

13. **GOVERNING LAW; VENUE; ATTORNEY'S FEES.** These terms and conditions shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of California, without reference to its conflicts of law principles, and shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of each of the parties hereto. Neither party shall, however, make an assignment of any right, obligations, or duties hereunder without the other party's prior written consent and any attempted assignment without the other party's prior written consent shall be void. All disputes arising out of or relating to this Agreement, or the breach or default of this Agreement, will be determined solely by the San Bernardino County Superior Court, San Bernardino District, and all parties irrevocably submits themselves to the jurisdiction and venue of such court and waives any and all objections to venue or convenience therein. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party, except that this shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable as an indemnification obligation.

14. **WARRANTIES. NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE, OTHER THAN THOSE EXPRESSLY PROVIDED WITH ANY APPLICABLE PRODUCT MANUAL(S) (WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES), SHALL APPLY TO PRODUCTS SOLD BY COMPANY, AND NO WAIVER, ALTERATION, OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF COMPANY.**

15. **SEVERABILITY.** The provisions of these terms and conditions, including any warranty in applicable product manual(s), will be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof will not affect the validity and enforceability of the other provisions hereof.



16. **LIMITATION OF ACTION AND REMEDIES.** Any and all claims, actions or suits by Purchaser in any way arising out of these terms and conditions (or the goods the subject thereof) shall be barred unless commenced within eighteen (18) months after date hereof. Neither party shall be liable to the other party for any consequential, incidental or exemplary damages arising out of any breach or nonperformance of this agreement. In no event shall Company's liability for any breach or nonperformance exceed the contract price. Company may commence any action against Purchaser for nonpayment of any account or sum due at any time within any applicable statute of limitation so long as the action is brought within any limitation period under applicable state law.

17. **CONSENT TO CONDUCT BUSINESS ELECTRONICALLY.** The parties may use and rely upon electronic records and electronic signatures (i) for the execution and delivery of the order, this Quotation, and any other agreements, undertakings, notices, disclosures or other documents, communications or information of any type sent or received in accordance with these terms and conditions, and (ii) in providing their obligations or exercising their rights under these terms and conditions.

Medical Positioning, Inc.

San Bernardino County on behalf of  
Arrowhead Regional Medical Center

\_\_\_\_\_  
Name: Jennifer Kersting

Title: Director of Sales

Date: 10.19.22

\_\_\_\_\_  
Name:

Title:

Date:

# EchoTable™

The ultimate platform for Cardiac Ultrasound

MEDICAL POSITIONING, INC.  
www.medicalpositioning.com  
800-593-3246



## STANDARD FEATURES

Height Adjustability:	Maximum Patient Capacity:	Drop Sections:	Control System:	Braking:	Ergonomic Features:
24" to 34"	500 lbs	Imaging Drop Section Sonographer Drop Section	Hand Controller	Individual Locking Casters	2-Way Sonographer Drop Section/ Patient Back Support
<b>Additional Features:</b>					


Paper Roll Holder and Cutter

Imaging Drop Section and Back Support

## PRODUCT SPECIFICATIONS

Length:	Width:	Weight:
79.5"	28"	300 lbs
Foam:	Electrical:	Vinyl:
California Technical Bulletin 117 - Section E	100-240VAC 50/60Hz 5A	California T.B. 117-2013 NFPA 260- Cover Fabric - Class I UFAC Fabric - Class I

## CERTIFICATIONS

Industry Standards:	Warranty:	Standard Color:
UL ANSI/AAMI ES60601-1 (2005) + AMD (2012), CAN/CSA C22.2 No. 60601 (2014)	3 Years	

## PRODUCT BENEFITS

- Optional Trendelenburg to stabilize patient blood pressure
- Optional Fowler positioning to increase patient comfort
- Help protect sonographers from potential career-ending injuries by improving ergonomics
- Bariatric capable

## OPTIONAL FEATURES

- Trendelenburg/Reverse Trendelenburg:
- 15°/15° Fowler (Head Up) Positioning: 65°
- Single Pedal Braking
- Safety Rails
- Sonographer Extension
- Foot Controller
- Safe-T-Wedge
- Pediatric/Geriatric Adapter
- IV Pole and Holder
- Padded Arm Board
- Memory Positioning