

From: [Gregory Bratcher](#)
To: [Fick, Mackinzey](#)
Subject: RE: CON 6175
Date: Tuesday, January 7, 2025 5:07:04 PM
Attachments: [Quote Intuitive Xi Robot \(10-31-24\) MBS.pdf](#)

Sorry about that...a local thing distracted me, but here are answers to your question about the project.

- Provide a quote for this piece of equipment. The response for Divider II, question 1 is not sufficient.
 - See attached
- Divider II, question 11 states the public notice was only posted on the newspaper's webpage. Provide the article that was submitted in the physical paper.
 - As I understand it, they only publish online. I will double-check, but this is what was offered as a "public notice" option.

Greg Bratcher
BJC HealthCare
gbratcher@bjc.org
Cell & office: 314-323-1231

From: Fick, Mackinzey <Mackinzey.Fick@health.mo.gov>
Sent: Tuesday, January 7, 2025 2:53 PM
To: Gregory Bratcher <Gregory.Bratcher@bjc.org>
Subject: RE: CON 6175

[EXTERNAL]: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This information is **past due** and should be submitted to our office as soon as possible.

If you have any questions, please let me know. Thank you.

Mackinzey Fick

Assistant Program Coordinator, Certificate of Need
Department of Health and Senior Services
920 Wildwood Drive, P.O. Box 570
Jefferson City, MO 65102
OFFICE: 573-751-6403
FAX: 573-751-7894
EMAIL: mackinzey.fick@health.mo.gov
<http://health.mo.gov/information/boards/certificateofneed/index.php>

From: Fick, Mackinzezy
Sent: Thursday, December 26, 2024 3:56 PM
To: Gregory Bratcher <Gregory.Bratcher@bjc.org>
Subject: CON 6175
Importance: High

Greg,

After review of the application, some additional information is needed.

- Provide a quote for this piece of equipment. The response for Divider II, question 1 is not sufficient.
- Divider II, question 11 states the public notice was only posted on the newspaper's webpage. Provide the article that was submitted in the physical paper.

This information is needed by Friday, January 3rd, 2025.

Mackinzezy Fick

Assistant Program Coordinator, Certificate of Need

Department of Health and Senior Services

920 Wildwood Drive, P.O. Box 570

Jefferson City, MO 65102

OFFICE: 573-751-6403

FAX: 573-751-7894

EMAIL: mackinzezy.fick@health.mo.gov

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Intuitive Surgical, Inc.
 1020 Kifer Road
 Sunnyvale, CA 94086
 800-876-1310

Quote Details

Quote ID	Q-00064775
Quote Date	10/31/2024
Valid Until	12/31/2024
Sales Rep	Nick Purcell
Phone Number	+1-314-495-2080
Email	nick.purcell@intusurg.com

Company Information

Hospital Name	Missouri Baptist Sullivan Hospital
SF ID/IDN Affiliation	13355/BJC HealthCare
Address	751 Sappington Bridge Rd
City, State, Zip	Sullivan, Missouri, 63080-2354
Contact Name	
Telephone	

Please submit orders electronically via GHX or fax to 408-523-2377

Part Number	Qty	Item	Price	Subtotal
Systems				
	1	da Vinci Xi® Single Console System One (1): da Vinci Xi System Surgeon Console One (1): da Vinci Xi System Patient Cart One (1): da Vinci Xi System Vision Cart da Vinci Xi System Documentation da Vinci Xi System Software Training Instrument Starter Kit Accessory Starter Kit Drapes Vision Equipment (All Kits subject to change without notice)	\$ 1,900,000.00	\$ 1,900,000.00
Upgrades				
	1	Da Vinci Xi Table Motion Upgrade	\$ 75,000.00	\$ 75,000.00
Freight				
	1	System Freight - Central (AR, IA, IL, KS, LA, MN, MO, ND, NE, OK, SD, TX, WI)	\$ 11,000.00	\$ 11,000.00
Total				\$ 1,986,000.00

Part Number	Months	Item	Price	Annual Service Fee
Service				
	12	da Vinci Xi-Single Console-Human Use (Systems)-SERVICE PLAN : DVCOMPLETE CARE-Warranty (Included)	\$ 0.00	\$ 0.00
	48	da Vinci Xi-Single Console-Human Use (Systems)-SERVICE PLAN : DVCOMPLETE CARE-After Warranty Service (Annual)	\$ 154,000.00	\$ 154,000.00

Terms and Conditions

1) System Terms and Conditions:

1.1 A signed Sales, License, and Service Agreement ("SLSA") or equivalent is required prior to shipment of the System(s). All site modifications and preparation are the Customer's responsibility and are to be completed to the specification given by Intuitive Surgical prior to the installation date. Delivery is subject to credit approval. Payment terms are Net 30 days from Intuitive Surgical's invoice date. Each System includes the patient side cart, vision cart, and surgeon console(s). System enhancements required to support new features may be

purchased at Intuitive Surgical's then current list price. The price of the da Vinci® Surgical System includes the initial installation of the System at Customer's facility and a one (1) year warranty for manufacture defect. All taxes and shipping charges are the responsibility of the Customer and will be added to the invoice, as appropriate.

1.2 Intuitive makes no representation with regard to Certificate of Need requirements for this purchase. It is your (the Customer's) responsibility to determine whether this purchase complies with your State's Certificate of Need laws and what Certificate of Need filing, if any, needs to be made with regard to this purchase.

1.3 Customer acknowledges that the cleaning and sterilization equipment, not provided by Intuitive, is required to appropriately reprocess da Vinci instruments and endoscopes. Please refer to the Intuitive Surgical Reprocessing website: <https://reprocessing.intuitivesurgical.com>. Customer is responsible for ensuring that its' cleaning and sterilization program comply with all health and safety requirements.

2) System Upgrade Terms and Conditions:

2.1 A signed Purchase Order and/or an addendum to the existing Sales, License, and Service Agreement ("SLSA") is required prior to shipment of the System upgrade. All site modifications and preparation are the Customer's responsibility and are to be completed with the specification given by Intuitive Surgical prior to the installation date.

2.2 Payment terms are Net 30 days from Intuitive Surgical's invoice date. The price includes: the System upgrade, the initial installation at Customer's facility and a one (1) year warranty for manufacture defect. All taxes and shipping charges are the responsibility of the Customer and will be added to the invoice, as appropriate. Delivery is subject to credit approval and inventory availability. Standard shipping terms are FCA from Intuitive Surgical™ warehouse. A \$9.95 handling charge will be applied for any shipments using a customer designated carrier.

3) I&A Terms and Conditions:

3.1 To place an order, please fax Purchase Order to Intuitive Surgical Customer Service at 408-523-2377 or submit through the Global Health Exchange (GHX). Payment Terms Net 30 days from invoice date. Delivery is subject to credit approval by Intuitive Surgical. Estimated 2-Day standard delivery. Standard shipping terms are FCA from Intuitive Surgical™ warehouse and are subject to inventory availability. All taxes and shipping charges are the responsibility of the Customer and will be added to the invoice, as appropriate. Pricing is subject to change without notice. A \$9.95 handling charge will be applied for any shipments using a customer designated carrier.

4) Return Goods Policy :

4.1 All returns must be authorized through Intuitive Surgical Customer Service, please call 800-876-1310 to obtain a Return Material Authorization Number (RMA#). All items must be accompanied with valid RMA# for processing and are requested to be received within 14 days of issuance or the RMA could be subject to cancellation. Intuitive Surgical will prepay for the return of the defective instruments. Upon identification of a defective instrument, please call Intuitive Surgical Customer Service within 5 business days. Prior to returning to Intuitive Surgical, items must be cleaned and decontaminated in accordance with the then current local environmental and safety laws and standards. For all excess inventory returns, items are required to be in the original packaging with no markings, seals intact, and to have been purchased within the last 12 months. Package excess returned inventory in a separate shipping container to prevent damage to original product packaging.

5) Exchange Goods Policy :

5.1 Repairs to Endoscope, Camera Head and Skills Simulators may qualify for Intuitive Surgical advanced exchange program. Please contact Customer Service or send email to CustomerSupport-ServiceSupport@intusurg.com to obtain information on our current exchange program.

6) Credit Policy :

6.1 Intuitive Surgical will issue credit against original purchase order after full inspection is complete. Credit for defective returns: Intuitive Surgical will issue credit on products based on failure analysis performed and individual warranty terms. For instruments, credit will be issued for the remaining lives, plus one additional life to compensate for usage at the time the issue was identified. Evidence of negligence, misuse and mishandling will not qualify for credit. Credit for excess inventory returns: Excess Inventory returns will be valued at the invoice price. Original packaging must be unmarked, undamaged and seals intact to qualify for credit. Credit will be issued if the products were shipped less than 12 months prior to return request, the original package is intact and the product is within expiration date. Intuitive Surgical will retain all returned product.

7) Miscellaneous :

7.1 Warranty: Warranties are applied for manufacturing defects. Endoscope, Camera, Simulator, and System upgrades – 1 year warranty. Accessories – 90 day warranty. Instruments: see above for credit.

7.2 Any term or condition contained in your purchase order or similar forms which is different from, inconsistent with, or in addition to these terms shall be void and of no effect unless agreed to in writing and signed by your authorized representative and authorized representative of Intuitive Surgical. The terms and conditions of this quote, including pricing, are confidential and proprietary information of Intuitive Surgical

and shall not be disclosed to any third party without the consent of Intuitive Surgical.

For questions please contact Customer Service at 800-876-1310

EXHIBIT A
Deliverables, Price and Delivery

da Vinci® Xi™ Single Console System (Firefly™ Fluorescence Imaging Enabled)

One (1): da Vinci® Xi™ System Surgeon Console
One (1): da Vinci® Xi™ System Patient Cart
One (1): da Vinci® Xi™ System Vision Cart
One (1): Integrated E-200 Generator
Warranty period: One (1) year from the Acceptance.

da Vinci® Xi™ System Documentation including:
User's Manual For System
Warranty period: n/a

User's Manual for Instruments and Accessories
Warranty period: n/a

One (1) da Vinci® Xi™ Cleaning & Sterilization Kit
Warranty period: 90 days from Acceptance
Two (2) da Vinci® Xi™ Instrument Release Kit (IRK)
Warranty period: 90 days from Acceptance

da Vinci® Xi™ System Software
Warranty period: One (1) year from the Acceptance.

Instrument and Accessories including:

Accessory Starter Kit
Two (2): Box of 6: 8 mm Bladeless Obturator
One (1): 8 mm Blunt Obturator
Four (4): Box of 10: 5 mm - 8 mm Universal Seal
Four (4): 8 mm Cannula
Three (3): Monopolar Energy Instrument Cord
Three (3): Bipolar Energy Instrument Cord
One (1): Box of 3: da Vinci® Xi™ Gage Pin
Three (3): Instrument Introducer
One (1): Box of 10: Tip Cover for Hot Shears™ (MCS)
One (1): Pmed Cable, Covidien ForceTraid ESU
Warranty period: 90 days from Acceptance

Drapes
Two (2): Pack of 20 da Vinci® Xi™ Arm Drape
One (1): Pack of 20 da Vinci® Xi™ Column Drape
Warranty period: 90 days from Acceptance

Vision Equipment:
Two (2): da Vinci® Xi™ Endoscope with Camera, 8 mm 0 degree
Two (2): da Vinci® Xi™ Endoscope with Camera, 8 mm 30 degree
Four (4): da Vinci® Xi™ Endoscope Sterilization Trays
Warranty period: One (1) year from the Acceptance.

Training Instrument Starter Kit
One (1): Large Needle Driver
One (1): ProGrasp™ Forceps
One (1): Maryland Bipolar Forceps
One (1): Hot Shears™ (Monopolar Curved Scissors)
One (1): Tip-Up Fenestrated Grasper
One (1): Mega™ SutureCut™ Needle Driver
Warranty period: 90 days from Acceptance

(all kits subject to change without notice) (rev 4/2015)

From: [Gregory Bratcher](#)
To: [Fick, Mackinzey](#)
Subject: RE: CON 6175
Date: Thursday, January 9, 2025 1:53:47 PM

Sorry, I made that unclear.

The public notice text that was in the application appeared in both the on-line and the physical paper versions of the local publication.

Greg Bratcher
BJC HealthCare
gbratcher@bjc.org
Cell & office: 314-323-1231

From: Fick, Mackinzey <Mackinzey.Fick@health.mo.gov>
Sent: Thursday, January 9, 2025 1:49 PM
To: Gregory Bratcher <Gregory.Bratcher@bjc.org>
Subject: RE: CON 6175

Greg,

Do you plan to submit a paper article for this project? If so, please provide documentation.

Thank you!

Mackinzey Fick

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Department of Health and Senior Services
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Jefferson City, MO 65102
OFFICE: 573-751-6403
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From: Gregory Bratcher <Gregory.Bratcher@bjc.org>
Sent: Thursday, January 9, 2025 1:41 PM
To: Fick, Mackinzey <Mackinzey.Fick@health.mo.gov>
Subject: RE: CON 6175

Answering for both projects....yes, the bid quotes will be honored.

And in follow-up to a previous question — I made a mistake. Both the local newspapers for the

Farmington and Sullivan projects publish, still, physical newspapers as well as the on-line versions I mentioned. I very much regret that error...we are losing newspapers too quickly, so it is a testament to these communities' sprit that these papers flourish.

Greg Bratcher
BJC HealthCare
gbratcher@bjc.org
Cell & office: 314-323-1231

From: Fick, Mackinzey <Mackinzey.Fick@health.mo.gov>
Sent: Thursday, January 9, 2025 11:18 AM
To: Gregory Bratcher <Gregory.Bratcher@bjc.org>
Subject: RE: CON 6175

Greg,

Will this quote still be valid at the time of CON approval?

Thank you.

Mackinzey Fick

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