

CS09-155  
-5/BL

# CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT  
TRACKING NO.

CM1552

## CONTRACTOR INFORMATION

Name: Physio-Control, Inc.  
Address: P.O. Box 97006 Redmond WA 98073-9706  
Contractor's Administrator Name: Susan Cote City State Title: Sales Rep  
Tel#: 800-442-1142 Fax#: 407-894-6853 Email: \_\_\_\_\_

## CONTRACT INFORMATION

Contract Name: LUCAS Service Agreement Contract Value: \$6,986.00  
Brief Description: GOLD 2 year extended service plan for LUCAS 2  
Chest Compression Systems. (#998 x 7 units = \$6,986.00)  
Contract Dates \_\_\_\_\_ to \_\_\_\_\_ Status: ☒ New ☐ Renew ☐ Amend# \_\_\_\_\_ WA/Task Order  
\* Effective date starts upon date of receipt (y)  
How Procured: ☐ Sole Source ☐ Single Source ☐ ITB ☐ RFP ☐ RFQ ☐ Coop. ☐ Other \_\_\_\_\_

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_ No Increase \_\_\_\_\_  
New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [Signature] 1/20/10 01005526-564001  
Department Head Signature Date Funding Source/Acct #  
2. Charlotte Young 1/28/10  
Contract Management Date  
3. [Signature] 2/1/10  
County Attorney (approved as to form only) Date  
4. [Signature] 2/8/10  
Office of Management & Budget Date

8 2/8/10

RECEIVED  
CONTRACT MANAGEMENT  
JAN 21 PM 3:56

Comments: \_\_\_\_\_

### COUNTY COORDINATOR - FINAL SIGNATURE APPROVAL

Edward Sealover

Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original copy: 6-9-09  
Contract Services; Contractor (original or certified copy)  
Department  
Office of Management & Budget  
Contract Management  
Clerk Finance

10 FEB -0 AM 8:02

# Service Agreement

## LUCAS™ Chest Compression System

END USER CUSTOMER: Nassau County Fire Rescue

BILL TO CUSTOMER: Nassau County Fire Rescue

ADDRESS: 96135 Nassau Place Box 1

ADDRESS: 96135 Nassau Place Box 1

Yulee, FL 32097

Yulee, FL 32097

The Technical Service Support Agreement ("Agreement") is made and entered into as of the date last signed below ("Effective Date") by and between Physio-Control, Inc. 11811 Willows Road NE, Redmond, WA 98052, and Customer listed above.

Physio-Control will provide service on the equipment identified below and according to the Terms and Conditions as listed on the reverse and incorporated into this Agreement. Upon shipment of the equipment, Schedule A listing the covered equipment will be forwarded to the End User and incorporated into this Agreement.

Term: Three (3) years beginning on the Effective Date. Year 1 is the manufacturer's warranty period. Years 2 and 3 are the extended service plan.

### Physio-Control will provide the following services for the covered equipment:

CATALOG NUMBER	SERVICE PRODUCT	QUANTITY OF UNITS	PRICE	SUB TOTAL
LU999-001001	Silver 2-year Extended Service Plan		Included with purchase of LUCAS	
LU999-001002	Upgrade to Gold 2-year Extended Service Plan	7	\$998	\$6,986.00

#### Silver 2-year Extended Service Plan

##### INCLUSIONS:

- 1 year manufacturer's warranty covers defects in materials and workmanship of all components supplied by JOLIFE AB
- Performance inspection and preventative maintenance after the first and second year of use
- Ship-in service by experienced, factory-trained, and authorized Service Representatives
- Customers schedule the annual preventative maintenance at time required
- Service Reports maintained by Physio-Control and available for you
- Physio-Control Technical Support phone access—Available Monday – Friday, 6:00 am to 4:00pm PST

##### EXCLUSIONS – Not covered by Silver Service Plan:

- Only available at time of purchase and is not renewable
- On-site service support, including visual inspections
- Loaner equipment
- Parts and components not supplied by JOLIFE AB or Physio-Control

#### Upgrade to Gold 2-year Extended Service Plan

##### INCLUSIONS:

Provides the same level of protection as the Silver Plan, plus additional services including:

- Extended coverage for repairs and replacement parts and labor (provides a total of three years coverage)
- Physio-Control schedules annual performance inspections
- Loaner equipment available during servicing

##### EXCLUSIONS – Not covered by Upgrade to Gold Service Plan:

- On-site service support, including visual inspections
- Parts and components not supplied by JOLIFE AB or Physio-Control, including compressed air tanks, and cylinder brackets and carry bags

### Select One Billing Option:

☐ One Time Invoice with covered equipment

Or installment billing: (installment billing will be invoiced separately.)

☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Arrears

PHYSIO-CONTROL SALES REP: Susan Cote

CUSTOMER ACCT NAME: Nassau County Fire Rescue

SIGNATURE: Susan Cote

CUSTOMER ACCT #: 00546101

TERRITORY CODE: CSRRP2

SIGNATURE: [Signature]

DATE: 1-28-2010

PRINTED NAME: Sam Young Edward Sealover

COMMENTS:

TITLE: Chief County Coordinator

DATE: 2/8/10

PURCHASE ORDER #: 1000025300

**First Year of Ownership**

The LUCAS Chest Compression System is an out-of-the-box ready device for immediate use. Physio-Control will provide warranty services in accordance with the JOLIFE AB manufacturer's one year warranty for LUCAS (attached) at no additional charge to the Customer.

**Silver 2-year Extended Service Plan**

Physio-Control will provide two years of extended coverage, commencing with the ending of the manufacturer's one year warranty, for a total of three years of support. The Silver Extended Service Plan is included with the purchase of the LUCAS Chest Compression System. The Silver Extended Service Plan will not be available for renewal upon completion of the Agreement term.

**Preventative Maintenance:** Preventative maintenance and performance inspections per the manufacturer's recommendations and procedures. Device calibration will be provided using specialized test equipment specified by the manufacturer to check, and if necessary, adjust the frequency, ration and force. This preventative maintenance and performance inspection will be provided once at the beginning of the extended service plan period, and once twelve months later, per the service intervals recommended by the manufacturer. Preventative maintenance will include cleaning of the hood and bellows exterior, per manufacturer's recommended cleaning routine, and replacement of the suction cup and patient straps.

**Location of Service:** Physio-Control will provide support via ship-in service to a designated Service Center. Service support will be provided by factory-trained and authorized Service Representatives. Customer is responsible for shipping to Service Center units will be returned to Customer by Physio-Control freight prepaid.

**Technical Support:** Technical Support phone access will be provided to facilitate to the determination of service support required to remedy the issue with the Customer during the term of this agreement. Technical Support will be available Monday through Friday from 6:00 am to 4:00 pm Pacific Standard Time.

**Service Records:** Following each Repair and/or Inspection, Physio-Control will maintain the service records for all contract-covered equipment to include actions taken or recommended and identification of any materials replaced or recommended for replacement. The service records will be available, upon Customer's request, within a reasonable timeframe.

**Customer Responsibilities:** Customer shall be required to (1) schedule the annual preventative maintenance within 30 days from the date preventative maintenance should be scheduled (12 months and 24 months post purchase); and (2) provide reasonable and adequate training for all people who use the covered equipment on behalf of Customer.

**Exclusions:** The Silver Extended Service Plan shall not include: (1) on-site service support, including visual inspections; (2) loaner equipment; and (3) parts and components not supplied by JOLIFE AB or Physio-Control, including compressed air cylinders, cylinder brackets, and cylinder carry bags.

**Upgrade to Gold 2-year Extended Service Plan**

The Upgrade to Gold 2-year Extended Service Plan provides the same level of protection as the Silver Plan, with the addition of the services stated below.

**Scheduled performance inspection:** Physio-Control will manage the schedule for the annual preventative maintenance within 30 days from the date preventative maintenance should be scheduled (12 months and 24 months post purchase).

**Loaner Equipment:** Appropriate loaner equipment will be provided during equipment servicing until the removed unit is returned. Physio-Control will make reasonable efforts to minimize impacts to Customer operations. Customer assumes complete responsibility for the loaner and shall return the loaner equipment to Physio-Control in the same condition as received, at Customer's expense, upon the earlier of the return of the removed unit or upon the request of Physio-Control.

**Extended Coverage for Parts and Labor:** Limited repairs and replacement parts will be provided in the event servicing is required to restore the product to normal operation. This could include all parts and materials required, and all Physio-Control service technical labor to cover the following: (1) hood and enclosed pneumatic mechanism; (2) suction cup and bellows; (3) support legs and back

plate; (4) air hose; (5) custom regulator. This shall not include: (1) adaptors and extension hose; (2) carrying bag; (3) patient straps and stabilization strap; (4) any damage through abuse by Customer.

**Unserviceable Equipment:** Physio-Control may elect to replace, with new equipment, any equipment per the sole discretion of Physio-Control deemed unserviceable.

**Exclusions:** The Upgrade to Gold Extended Service Plan shall not include: (1) on-site service support, including visual inspections; and (2) parts and components not supplied by JOLIFE AB or Physio-Control, including compressed air cylinders, cylinder brackets, and cylinder carry bags.

**Miscellaneous:** Service will be provided at reasonable and customary charges should the Customer request support for excluded items.

**Renewal:** Upon completion of the term of the Service Plan, Customers will have the option to purchase a full Gold Service Plan.

**Terms:** Physio-Control service support for the LUCAS device is expressly conditioned on Customer's assent to the terms of this LUCAS Service Agreement and its attachments. Physio-Control agrees to furnish the services ordered by Customer only on these terms, and Customer's acceptance of any portion of the goods and services covered by this document confirms their acceptance by Customer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on Customer's purchase order or on other documents submitted to Physio-Control by Customer. These terms may only be revised in writing signed by both parties.

**Payment:** The cost of services performed by Physio-Control shall be payable by Customer within thirty (30) days of Customer's receipt of the Physio-Control Invoice (or such other terms as Physio-Control confirms to Customer in writing). In addition to the cost of services performed, Customer shall pay or reimburse Physio-Control for any taxes assessed Physio-Control.

**Warranty:** Physio-Control warrants Services performed under this Agreement and replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date a Service was performed or a part was provided. Customer's sole remedy shall be re-servicing the affected unit and/or replacement of any part determined to be defective, without any additional Customer charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.

**Termination:** Either party may terminate this Agreement at any time upon sixty (60) days prior written notice to the other, except that Physio-Control may terminate this Agreement immediately upon Customer's failure to make timely payments for services rendered. In the event of termination, Customer shall be obligated to reimburse Physio-Control on a pro rata basis (e.g., that portion of the payment which corresponds to the portion of the Services provided prior to the effective date of termination).

**Delays:** Physio-Control 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 any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license of permit, and the inability of Physio-Control to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control and their obligations and the performance dates shall be extended for the length of such delay.

**The LUCAS Chest Compression System is designed and manufactured by JOLIFE AB in Lund, Sweden and is distributed exclusively worldwide by Physio-Control, Inc., a division of Medtronic. ©2007 Physio-Control, Inc.**

# Purchase Order



NASSAU COUNTY  
BOARD OF COUNTY COMMISSIONERS  
76347 Veterans Way  
Suite 4000  
Yulee, FL 32097

Fiscal Year 2010 Page 1 of 0

**REVISED**

8:49 am, Jan 07, 2010

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **10000253-01**

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NASSAU COUNTY BOARD OF COMMISS  
76347 VETERANS WAY STE 1010  
YULEE FL 32097

STATE SALES TAX CERTIFICATION NUMBER:  
85-8012559204C-5  
FEDERAL IDENTIFICATION NUMBER:  
59-1863042

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PHYSIO CONTROL  
11811 WILLOWS ROAD NE  
REDMOND WA 98052

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NASSAU COUNTY FIRE/RESCUE  
96135 NASSAU PLACE  
YULEE FL 32097

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location	
12/23/2009	188				RESCUE	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
	LUCAS 2 CHEST COMPRESSION SYST					
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading					
1	LUCAS 2 CHEST COMPRESSION SYSTEM 01005526 - 564001 - M9027		7.0	EA	\$11,596.000	\$81,172.00
2	GOLD 2 YEAR EXTENDED SERVICE PLAN 01005526 - 564001 - M9027		7.0	EA	\$998.000	\$6,986.00
3	LUCAS 2 POWER SUPPLY 01005526 - 564001 - M9027		8.0	EA	\$242.250	\$1,938.00
4	LUCAS 2 BATTERY 01005526 - 564001 - M9027		10.0	EA	\$505.750	\$5,057.50
5	LUCAS 2 SUCTION CUP 12 PACK 01005526 - 564001 - M9027		2.0	EA	\$365.500	\$731.00
6	STABILIZATION STRAP 01005526 - 564001 - M9027		1.0	EA	\$255.000	\$255.00
7	LUCAS 2 BACKPACK 01005526 - 564001 - M9027		2.0	EA	\$233.750	\$467.50
	***** GL SUMMARY *****					
	01005526 - 564001 - M9027					96,607.00

RECEIVED IN GOOD ORDER

BY: \_\_\_\_\_

DATE \_\_\_\_\_

PO Total **\$96,607.00**