

CS-12-82

# CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

Cm1926

2012 NOV 29 PM 3:11

## CONTRACTOR INFORMATION

Name: Physio-Control, Inc.

Address: P.O. Box 97006 Redman WA 98073-9706  
City State Zip

Contractor's Administrator Name: Jay Gray Title: Sales Rep

Tel#: 800-442-1142 Fax: 800-772-3340 Email: \_\_\_\_\_

## CONTRACT INFORMATION

Contract Name: Lucas Service Agreement Contract Value: \$10,925.00

Brief Description: One Year Service Plan for Lucas 2 Chest Compression Systems. (7 Units)

Contract Dates : From: 2/4/13 to 2/3/14 Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other \_\_\_\_\_

If Processing an Amendment: DMA 12/11/12 12/13/12

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] 11-28-12 01261526 546020  
Department Head Signature Date Funding Source/Acct #
2. Charlotte Young 12-10-12  
Contract Management Date
3. [Signature] 12-14-12  
Office of Management & Budget Date
4. [Signature] 12-11-12  
County Attorney (approved as to form only) Date

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

### COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Ted Selby [Signature] 12/17/12  
Date

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

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department  
 Office of Management & Budget  
 Contract Management  
 Clerk Finance

2012 DEC 17 PM 2:41

12 DEC 14 AM 8:12



December 3, 2012

Charlotte Young  
Nassau County Contract Management  
96135 Nassau Place, Suite 6  
Yulee, FL 32097

Re: Technical Service Support Agreement V58-1346

Dear Ms. Young,

Enclosed is a signed copy of the Technical Service Support Agreement between Nassau County Fire Resuce and Physio-Control, Inc. with the requested change in payment terms to forty-five (45) days. Please countersign and return to [rs.seaservicecontracts@physio-control.com](mailto:rs.seaservicecontracts@physio-control.com) at your convenience.

Thank you,

A handwritten signature in cursive script, appearing to read "Elizabeth Frazier", written over a horizontal line.

Elizabeth Frazier  
Associate Contract Analyst  
Physio Control, Inc.  
11811 Willows Road NE  
Redmond, WA 98052-2003

2012 DEC -7 PM 2:20

# TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

End User # 00546101  
NASSAU CTY FIRE RESCUE  
96160 NASSAU PLACE  
YULEE, FL 32097

Bill To # 00546101  
NASSAU CTY FIRE RESCUE  
96160 NASSAU PLACE  
YULEE, FL 32097

This Technical Service Support Agreement begins on 2/4/2013 and expires on 2/3/2014.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$10,925.00 per term, payable in Annual installments.

## Special Terms

NONE
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Accepted: Physio-Control, Inc.

Customer: Nassau County BOCC

By: *[Signature]*

By: *[Signature]*

Title: Associate Contract Analyst

Print: Ted Selby

Date: 12/3/2012

Title: County Manager

Date: December 17, 2012

Purchase Order Number:

Territory Rep: EAVV58

Jay Gray

Phone:

FAX: 800-772-3340

Customer Contact:

MIke Sadler

Phone: (904) 321-5748

FAX:

Reference Number: V58-1346

Printed: 12/3/2012

New

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**LOANERS.** If Covered Equipment must be removed from service to complete repairs, Physio-Control will provide Customer with a loaner device, if one is available, until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Physio-Control in the same condition as received, upon the earlier of the return of the removed Covered Equipment or Physio-Control's request.

**UPDATES.** "Update" means a change to a device to enhance its current features, stability, or software. If Repair and Inspect Service is designated for Covered Equipment on Schedule A, Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled service. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% less than the then-current list price. Updates installed on Covered Equipment designated as Repair Only Service, Inspect Only Service, or at a time other than regularly scheduled Repair and Inspect Service will be billed on a separate invoice at the then-current list price less 20%.

**UPGRADES.** "Upgrade" means a major, standalone version of software or the addition of features or capabilities to a device. Upgrades must be purchased separately, and are not provided under this Agreement. Upgrades are available at a rate of 17% less than the then-current list price.

**PRICING.** Pricing is set forth on the front page of this Agreement. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Inspection Only Service and Repair and Inspect Service, no pricing deduction will be made for removal of Covered Equipment if an inspection has already been performed during the Term. Discounts will not be combined with other special terms, discounts, and/or promotions.

**PAYMENT.** Payment is due within ~~thirty (30)~~ <sup>forty-five (45) EFF 12/3/12</sup> days of invoice date.

**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 reservicing the affected unit and/or replacement of any part determined to be defective, without additional 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 OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

**TERM.** The initial Term is set forth on the front page of this Agreement. This Agreement shall automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current term. Prices are subject to change upon renewal.

**TERMINATION.** Either party may terminate this Agreement for material breach by the other party by providing thirty (30) days' written notice to the other party, and provided such breach is not cured within the notice period. In addition, either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party. In the event of such early termination, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the cost of any services rendered during the Term.

**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 or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

**DEVICE INSPECTION BEFORE ACCEPTANCE.** All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement.

**MISCELLANEOUS.** (a) Customer agrees to not employ or offer employment to anyone performing services on Physio-Control's behalf during the Term of this Agreement or for one (1) year following its expiration without Physio-Control's prior written consent; (b) this Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party; (c) this Agreement shall be governed by the laws of the State in which the service is provided; (d) all costs and expenses incurred by the prevailing party related to the enforcement of its rights under this Agreement, including reasonable attorney's fees, shall be reimbursed by the other party.

**PHYSIO-CONTROL, INC.**  
**TECHNICAL SERVICE SUPPORT AGREEMENT**  
**SCHEDULE B**

LUCAS 2 Chest Compression System On-Site Service includes:

First Year of Ownership

- On-site warranty service.


After First Year of Ownership

- On-site annual preventative maintenance and performance inspections
- Cleaning of the hood and bellows exterior
- Replacement of the suction cup and patient straps, if necessary
- Replacement or repair of Physio-Control battery charging systems, on a one-for-one basis with the total number of LUCAS devices listed in Schedule A and as determined necessary by Physio-Control.

Battery Coverage for LUCAS 2

- Replacement of one (1) LUCAS 2 battery every three (3) years or upon battery failure.

Nassau County Board of County Commissioners  
Sole Source/Single Source Certification Form

Vendor Name: Physio-Control, Inc. Department: Fire Rescue  
Address: PO Box 97006 Department Head Signature:   
Redman, WA 98073-9706  
Phone: 800-442-1142 Date: November 27, 2012  
Contact Name: Jay Gray  
Account: 01261526-546020 Cost: \$10,925.00

Description of Commodity:

1 Year Service Plan for Lucas 2 Chest Compression Systems (7 Units)

Check one (1) of the following two (2) choices:

Sole Source: The goods or services can be legally purchased from only one source.

Single Source: The goods or services can be purchased from multiple sources, but, in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.

Please check all of the following that apply:

Purchase can only be obtained from original manufacturer-not available through distributors.

Only authorized area distributor of the original manufacturer.

Parts/Equipment are not interchangeable with similar parts of another manufacturer.

This is the only known source that will meet the specialized needs of this department or perform the intended function.

This source must be used to meet warranty or service maintenance requirements.

This source is required for standardization.

None of the above apply.

Comments/Explanations: (required)

Approval:

 12/17/12  
County Manager Date



Physio-Control, Inc. | Lifesaving starts here.™

ADDRESS  
11811 Willows Road NE  
Redmond, WA 98052

PHONE  
GENERAL  
425 887 4000  
TOLL FREE  
800 442 1122

[www.physio-control.com](http://www.physio-control.com)

October 22, 2012

Michael Sadler  
Nassau County Fire Rescue  
96160 Nassau Place  
Yulee, FL 32097

Dear Mr. Sadler:

In response to your recent request, I am writing to confirm that Physio-Control, Inc. is the sole source provider in your marketplace for:

- New LIFEPAK® devices
- Our factory refurbished line of RELI devices
- LIFENET® Data Management Solutions
- The LUCAS® Chest Compression System
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections, and repairs

Physio-Control does not utilize the services of any authorized resellers in the sale of these products and services in your marketplace.

Best regards,

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Mark Watson  
Associate Contract Analyst  
Physio Control, Inc.  
11811 Willows Road NE  
Redmond, WA 98052-2003