

RECEIVED  
CONTRACT MANAGEMENT  
2011 FEB -2 AM 10:17

# CONTRACT APPROVAL FORM

(Contract Management Use only)  
**CONTRACT TRACKING NO.**  
Cm1719

## CONTRACTOR INFORMATION

Name: Physio-Control, Inc.  
Address: P.O. Box 97006; Redmond, WA 98073-9706  
Contractor's Administrator Name: Ernest Gray City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Title: Technical Svcs. Rep.  
Tel#: 800.442.1142 Fax#: 800.772.3340 Email: \_\_\_\_\_

## CONTRACT INFORMATION

Contract Name: Technical Service Support Agreement Contract Value: \$11,521.00  
Brief Description: Physio-Control, Inc. provides technical support for Life-Pak 12 cardiac monitors used on all Fire Rescue ALS apparatus.  
Contract Dates : From 5/2/11 to 5/1/12 Status:  New  Renew  Amend#  WA/Task Order  
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 MASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [Signature] 1/21/11 01261526-546020  
Department Head Signature Date Funding Source/Acct #
2. [Signature] 1/21/11  
Contract Management Date
3. [Signature] 1/29/11  
County Attorney (approved as to form only) Date
4. [Signature] 2-1-11  
Office of Management & Budget Date

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

### ~~XXXXXX~~ COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 2/1/11  
Ted Selby 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

RECEIVED  
CONTRACT MANAGEMENT  
2011 JAN 21 PM 3:20

RECEIVED  
CONTRACT MANAGEMENT  
2011 JAN 27 AM 10:09

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

Vendor Name: Physio-Control, Inc.  
Address: P.O. Box 97006  
Redmond, WA 98073-9706  
Phone: 800.442.1142  
Contact Name: Ernest Gray  
Account: 01261526-546020

Department: Fire Rescue  
Department Head Signature: [Signature]  
Date: 2/1/11  
Cost: \$11,523.00

Description of Commodity:

Physio-Control, Inc. provides technical support for Life-Pak 12 cardiac monitors used on all Fire Rescue ALS apparatus.

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)

Contract extension.

Approval:

[Signature] 2/1/11  
County ~~Commissioner~~ Date  
Manager

# TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

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

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

This Technical Service Support Agreement begins on 5/2/2011 and expires on 5/1/2012.

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 \$11,523.00 per term, payable in a One Time installment.

Special Terms

|  |  |
|--|--|
| 10% DISCOUNT ON ACCESSORIES<br>17% DISCOUNT ON LP12 UPGRADES | RECEIVED<br>CONTRACT MANAGEMENT<br>2011 FEB 18 AM 9:40 |
|--|--|

Accepted: Physio-Control, Inc.

Customer:

By: *[Signature]*  
Title: *Contract Analyst*  
Date: *2-10-11*

By: *[Signature]*  
Print: *Ted Seiby*  
Title: *County Manager*

Date: *2/1/11*

Purchase Order Number:

Territory Rep: EAVV58  
Ernest Gray  
Phone: 800-442-1142 x2516  
FAX: 800-772-3340

Customer Contact:  
Randy Toskin  
Phone: 904-491-7525  
FAX:

RECEIVED  
FEB 10 2011

BY: *[Signature]*

Reference Number: V58-1276

Printed: 1/19/2011

Renewal

Page 1 of 9

**PHYSIO-CONTROL, INC.**  
**TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS**

**RENEWAL TERMS**

Physio-Control, Inc.'s ("Physio-Control") acceptance of Customer's Technical Service Support Agreement is expressly conditioned on Customer's assent to the terms set forth in this document 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 shall confirm 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 not be revised in any manner without the prior written consent of an officer of Physio-Control.

**REPAIR SERVICES**

If "Repair" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, all repair parts and materials required, all required Physio-Control service technician labor, and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

**INSPECTION SERVICES**

If "Inspection" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, verification of proper instrument calibration, verification that instrument mechanical operations and output measurements are consistent with applicable product specifications, performance of an electrical safety check in accordance with National Fire and Protection Guidelines, all required Physio-Control service technician labor and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

**DOCUMENTATION**

Following each Repair and/or Inspection, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement.

**LOANERS**

If a Physio-Control product is designated as a unit of Covered Equipment for Repair Services and needs to be removed from service to complete repairs, an appropriate Loaner unit will be provided, if available, until the removed unit is returned. Customer assumes complete responsibility for the Loaner and shall return the Loaner to Physio-Control in the same condition as received, at Customer's expense, upon the earlier of the return of the removed unit or Physio-Control's request.

**EXCLUSIONS**

This Technical Service Support Agreement does not include: supply or repair of accessories or disposables (e.g., patient cables, recorder paper, etc.); repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, and/or acts of God; repairs to return an instrument to normal operating equipment at the time of initial service by Physio-Control under this Technical Service Support Agreement; case changes; repair or replacement of items not originally distributed or installed by Physio-Control; and exclusions on Schedule B to this Technical Service Support Agreement, if any, which apply to Covered Equipment.

**SCHEDULE SERVICES**

Designated Repair and Inspections Services will be performed at the designated service frequency and during designated service hours except where service technicians are rendered unavailable due to mandatory training commitments, in which case Physio-Control will provide alternate coverage. Customer is to ensure Covered Equipment is available for Repair and/or Inspection at scheduled times. If Covered Equipment is not available as scheduled and Customer requests additional services to be performed or if Physio-Control is requested to perform Repair or Inspection services not designated in this Technical Service Support Agreement (due to the nature of services selected, instruments involved not being Covered Equipment, request being outside of designated service frequency or hours, or application of the Exclusions); Customer shall reimburse Physio-Control at Physio-Control's standard labor rates less 10% (including overtime, if appropriate), plus standard list prices for related parts and materials less 15%, plus actual travel costs incurred.

**PAYMENT**

The cost of services performed by Physio-Control shall be payable by Customer within thirty (30) days of Customer's receipt of Physio-Control's 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. If the number or configuration of Covered Equipment is altered during the Term of this Technical Service Support Agreement, the price of Services shall be adjusted accordingly.

**WARRANTY**

Physio-Control warrants Services performed under this Technical Service Support 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 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 OR 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 Technical Service Support Agreement at any time upon sixty (60) days prior written notice to the other, except that Physio-Control may terminate this Technical Service Support Agreement immediately upon Customer's failure to make timely payments for services rendered under this Technical Service Support Agreement. In the event of termination, Customer shall be obligated to reimburse Physio-Control for that portion of the designated price which corresponds to that portion of the Term and the scope of 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 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.

**MISCELLANEOUS**

- a) Customer agrees to not employ or offer employment to anyone performing Services on Physio-Control's behalf during the Term of this Technical Service Support Agreement or for one (1) year following its expiration without Physio-Control's prior written consent.
- b) This Technical Service Support 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) The rights and obligations of Physio-Control and Customer under this Technical Service Support Agreement shall be governed by the laws of the State in which the service is provided. All costs and expenses incurred by the prevailing party related to the enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

.....  
.....END.....

**PHYSIO-CONTROL, INC.**  
**DATA MANAGEMENT SUPPORT AND UPGRADE SERVICE TERMS AND CONDITIONS**

**SUPPORT SERVICES**

"Support Services" means the following rights and obligations: material Program Errors. Physio-Control will use reasonable commercial efforts to promptly remedy by repair or replacement any error in the operation of the Covered Software which Customer identifies to Physio-Control ("Program Errors"). Correction of Program Errors may require that the Customer install Revisions which Physio-Control will provide as part of these Support Services.

**REVISIONS**

Physio-Control may develop improvements to the Covered Software or any of its features ("Revisions"). Revisions will generally be intended to include fixes to discovered problems and minor enhancements to current function. At Physio-Control's discretion Revisions may contain new product features or functionality. Physio-Control will provide Customer with any Revision that it makes generally available during the term of this Agreement. Installation of Revisions may require that Customer install revised or upgraded versions of the operating system on which the Covered Software operates. Nothing in this Agreement prohibits Physio-Control from developing new or successor software products that contain some or all of the code, features and/or functions of the Covered Software. Such new or successor software products are not considered to be Revisions and Physio-Control may market them at such prices as it determines.

**TELEPHONE SUPPORT LINE**

Physio-Control will provide a toll free telephone number for reporting any Program Errors or problems with the operation or use of the Covered Software. Such telephone number will be staffed at a reasonable level as determined by Physio-Control during the period 6:00 A.M. to 4:00 P.M., Pacific time, except for weekends and holidays.

**COVERED SOFTWARE**

"Covered Software" means the software listed on Schedule A. Support Services are for the exclusive benefit of the Covered Software. Customer shall not use nor permit the use of the Support Services for the benefit of other software, including any additional copies of the Covered Software which may be in the possession or control of Customer.

**TERM**

Support Services begin at the later of (a) 90 days following shipment of the Covered Software to Customer or (b) the mutual execution of this Agreement. The term shall be for one year. During any renewal term the fee for Support Services will be 15% of the then current list price for the Covered Software. Physio-Control may charge a reinstatement fee before providing Support Services for software that has not been continuously covered by a Data Management Support and Upgrade Service Agreement. Either party may terminate this agreement for its convenience upon sixty (60) days written notice.

**CUSTOMER REMEDIES**

If Physio-Control is unable to correct any Program Error after making reasonable efforts, then Customer's sole remedies are to elect to:

- a. Terminate this Agreement by removing the then installed version of the Covered Software from Customer's computer system and continue to use a prior version of the Covered Software. In that case Physio-Control will refund the Support Fee for the year in which the cancellation is effective; or
- b. Terminate this Agreement and the license for the Covered Software by removing the Covered Software from Customer's computer system and returning it with all its documentation to Physio-Control. In such case Physio-Control will refund the Support Fee for the year in which the cancellation is effective and will refund the undepreciated portion of the License Fee paid for the Covered Software. The refund shall be based upon a three (3) year straight line depreciation from the date on which the Covered Software was installed to the date on which it was returned to Physio-Control.

**CUSTOMER'S RESPONSIBILITIES**

Customer shall promptly:

- a. Notify Physio-Control in writing of any claimed Program Errors in the Covered Software; and
- b. Cooperate with Physio-Control, including
  - (1) fully responding to Physio-Control's requests for information on the claimed Program Error,
  - (2) installing such Revisions as Physio-Control determines are necessary to fix any Program Error,
  - (3) permitting access to the Covered Software as installed on Customer's computer at no charge,
  - (4) obtaining reasonable and adequate training for all people who use the Covered Software on behalf of Customer, and
  - (5) designating a principal contact for the resolution of any claimed Program Error.

**MODIFICATIONS TO COVERED SOFTWARE**

Physio-Control is not obligated to provide Support Services for any problem with the Covered Software that is caused by any modification to the Covered Software except for those modifications which have been provided by Physio-Control. Physio-Control has no obligation to maintain any compatibility between any Revisions and any modifications that have been made at Customer's request to the Covered Software by Customer, Physio-Control or any third party.

**LIMITED WARRANTY**

Physio-Control warrants that the services supplied under this Agreement shall be performed in a professional and workmanlike manner, consistent with the standards of the industry.

**NO OTHER WARRANTIES**

THE LIMITED WARRANTY EXPRESSED IN THIS AGREEMENT IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**LIMITATION ON DAMAGES**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PHYSIO-CONTROL SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES OR PROFITS, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF PHYSIO-CONTROL HAS BEEN ADVISED OR HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

**MAXIMUM LIABILITY**

Physio-Control's maximum liability for any damages arising out of this Agreement or the use of the Covered Software shall be limited to the fees paid by Customer under this Agreement during the year in which such damages occurred regardless of the theory of liability.

**ADDITIONAL FEATURES**

During the term of this Agreement Physio-Control will grant Customer a 25% discount from list price toward the purchase of any additional features which Customer adds to Covered Software. In that case, the annual Support Fee will be increased by 15% of the list price of the additional feature(s) effective 90 days following delivery of the additional feature(s).

**OBSOLESCENCE**

Physio-Control will not terminate offering support for any version of the Covered Software or any of its features which are covered by this Agreement without notifying Customer at least 1 year in advance.

.....  
.....END.....

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

Contract Number:

Servicing Rep: Ernest Gray, EAVV58  
 District: GULF COAST  
 Phone: 800-442-1142 x2516  
 FAX: 800-772-3340

Equipment Location: NASSAU COUNTY FIRE RESCUE, 00546101  
 96160 NASSAU PLACE  
 YULEE, FL 32097

Scope Of Service On Site Repair and 1 On Site Inspection per Year:M-F/8-5

| Model       | Part Number     | Serial Number | Ref. Line | Effective Date | Expiration Date | Total Inspections |
|-------------|-----------------|---------------|-----------|----------------|-----------------|-------------------|
| LIFEPAK® 12 | VLP12-02-003974 | 30807008      | 1         | 5/2/2011       | 5/1/2012        | 1                 |
| LIFEPAK® 12 | VLP12-02-003974 | 30807009      | 2         | 5/2/2011       | 5/1/2012        | 1                 |
| LIFEPAK® 12 | VLP12-02-003974 | 30828280      | 3         | 5/2/2011       | 5/1/2012        | 1                 |
| LIFEPAK® 12 | VLP12-02-002940 | 14319579      | 4         | 5/2/2011       | 5/1/2012        | 1                 |
| LIFEPAK® 12 | VLP12-02-002940 | 14319582      | 5         | 5/2/2011       | 5/1/2012        | 1                 |
| LIFEPAK® 12 | VLP12-02-002940 | 14319585      | 6         | 5/2/2011       | 5/1/2012        | 1                 |
| LIFEPAK® 12 | VLP12-02-002940 | 14319588      | 7         | 5/2/2011       | 5/1/2012        | 1                 |
| LIFEPAK® 12 | VLP12-02-002940 | 14330919      | 8         | 5/2/2011       | 5/1/2012        | 1                 |
| LIFEPAK® 12 | VLP12-02-002940 | 14330920      | 9         | 5/2/2011       | 5/1/2012        | 1                 |
| LIFEPAK® 12 | VLP12-02-007228 | 37068661      | 10        | 5/2/2011       | 5/1/2012        | 1                 |

\*\* Denotes an inventory line that has changed since the last contract revision or addendum.



**MEDTRONIC EMERGENCY RESPONSE SYSTEMS, INC.**  
**TECHNICAL SERVICE SUPPORT AGREEMENT**  
**SCHEDULE A**

Contract Number:  
Additional Items

| Service Type | Item                    | Quantity | Start Date | End Date |
|--------------|-------------------------|----------|------------|----------|
| CASE CHANGE  | LP12/15/20 CASE CHG 1-9 | 1        | 5/2/2011   | 5/1/2012 |

\*\* Denotes an additional item line that has changed since the last contract revision or addendum.

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

LIFEPAK® 12 (LP 12) Defibrillator/Monitor Service includes:

- Standard detachable hard paddle repairs
- LP12 upgrade installed by Physio-Control Technical Services Representative at a rate of 17% less than the then-current field-installed list price
- All Physio-Control battery charging systems owned by contract end user, up to a one-for-one basis with the total number of LP12 defibrillator/monitor's listed in Schedule A.
- AC Power Adapter repair/replacement
- DC Power Adapter repair/replacement
- Replacement of Physio-Control FASTPAK®, FASTPAK 2, LIFEPAK SLA, LIFEPAK NiCd Battery, and LIFEPAK Li-ion Battery

Battery maintenance, performance testing, evaluation, removal, recycling, and replacement are the Customer's responsibility and should be performed in accordance with the LP 12 Series Operating Instructions section entitled Discarding/Recycling Batteries.

Battery replacement is available upon completion of the second year of use on a one-for-one basis, up to the number of devices listed in Equipment Inventory, Schedule A. Replacement batteries shall be like-for-like (i.e. FASTPAK for FASTPAK, LIFEPAK LI-ion for LIFEPAK LI-ion, etc.).

One-for-one, like-for-like battery replacement is available prior to the completion of second year of use upon battery failure as determined by Customer's performance testing and evaluation in accordance with the LP 12 Operating Instructions section entitled Discarding/Recycling Batteries. During the Term of this Agreement, no-charge replacement for battery failure shall occur no more than four (4) times per two-year period for Physio-Control FASTPAK®, FASTPAK 2, LIFEPAK SLA, LIFEPAK NiCd Battery, and no more than three (3) times per two-year period for Li-ion batteries, regardless of any terms in prior Support Plans.

Battery replacement is dependent upon Customer's notice to Physio-Control of the completion of the second year of use or battery failure as determined by Customer's performance testing and evaluation. At the discretion of Physio-Control, battery replacement shall be accomplished by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of replacement battery, the battery being replaced becomes the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. If Physio-Control does not receive the battery Customer will be charged at the then-current rate for the replacement battery.

Only batteries manufactured by Physio-Control are covered under this Service Agreement. Batteries not manufactured by Physio-Control are expressly excluded from coverage under this Service Agreement. Physio-Control does not guarantee the operation, safety, and/or performance of our product when operating with a battery not manufactured by Physio-Control. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a battery manufactured by Physio-Control. Any repairs, as determined by a Physio-Control Service Representative, resulting from the use of a battery not manufactured by Physio-Control, will be billed at Physio-Control's then current standard list prices for parts and labor, including actual travel costs incurred.

- LIFEPAK 12 Software Updates

If combined Repair and Inspection services are designated for LP 12 units listed in Schedule A, a Physio-Control Technical Services Representative will install LP 12 software updates at no additional cost, provided they are installed at the time of a regularly scheduled inspection. In addition, during the Term of this Agreement, where an assembly, i.e., printed circuit board, must be replaced to accommodate installation of new software, such assembly may be purchased by the Customer at a rate of 50% less than the then-current list price. Software updates, when installed at a time other than the regularly scheduled inspection, will be billed at the rate of \$205.00 per unit per software update. The cost of such software update will be billed in a separate invoice.

If Repair-Only services are designated for LP 12 units listed in Schedule A, a Physio-Control Technical Services Representative will install a LP 12 software update at the rate of \$205.00 per unit per software update. In addition, during the Term of this Agreement, where an assembly, i.e., printed circuit board, must be replaced to accommodate installation of new software, such assembly may be purchased by the Customer at a rate of 50% less than the then-current list price. The cost of such software update will be billed in a separate invoice.

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

- Coin Cell Battery Replacement

Physio-Control will replace the internal coin cell battery according to the number of such batteries listed in the Additional Items section of Schedule A. It is the Customer's responsibility to request such coin cell battery replacement, gather in a single location the devices that will receive such battery replacement, and to provide to the Physio-Control Technical Services Representative access to those devices. Coin cell battery replacement will take place during the Term of this Agreement, according to the number of coin cell batteries listed in the Additional Items section of Schedule A.

LP 12 Defibrillator/Monitor Service does not include repair or replacement of the following:

- Internal, sterilizable and pediatric paddles
- SpO2 sensors and cables
- Communication cables
- Therapy cables
- Patient cables
- PCMCIA modems
- Case changes

Discounts will not be combined with other special terms, discounts, and/or promotions.



Nassau County Board of County Commissioners  
Contract Management Department  
96135 Nassau Place, Suite 6  
Yulee, FL 32097

## **MEMORANDUM**

**TO: Sam Young, Chief  
Fire Rescue**

**FROM: Dawn Krass, Contract Specialist  
Contract Management**

**DATE: December 17, 2010**

**SUBJECT: Technical Service Support Agreement with Physio-Control Will  
Expire May 1, 2011 (Contract CM1551)**

---

The above contract is approaching expiration. There are no renewal provisions within the agreement. If your department wishes to obtain a new contract for Technical Service Support, please follow the Purchasing Policy.

Please feel free to contact me at (904)491-7377 with any questions or concerns.



Physio Control, Inc.  
11811 Willows Road NE, P.O. Box 97006, Redmond, WA 98052  
Tel: 425.867.1000 Toll-free 800.442.1142

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

**January 20, 2011**

**Sam Young  
Nassau County Fire Rescue  
96160 Nassau Place  
Yulee, FL 32097  
[syoung@nassaucountyfl.com](mailto:syoung@nassaucountyfl.com)**

**Dear Mr. Young:**

**In response to your recent request, I am writing to confirm that Physio-Control, Inc. is the sole source provider for the LIFEPAK<sup>®</sup> defibrillator, defibrillator/monitor, and monitor/defibrillator family of products in your marketplace; including, LIFENET<sup>®</sup> Data Management Solutions, LIFEPAK brand accessories, repair parts, upgrades, and factory authorized services. Physio-Control does not utilize the services of any authorized distributors in the sale of our products in your marketplace.**

**Best regards,**

**Janne Maschal  
Sr. Finance Manager  
Physio Control, Inc.  
11811 Willows Road NE  
Redmond, WA 98052-2003**