

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2313

CONTRACTOR INFORMATION

Name: Physio-Control, Inc.

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

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

Tel#: 800-442-1142 Fax: 800-772-3340 Email: jay.gray@physio-control.com

CONTRACT INFORMATION

Contract Name: Lucas Service Agreement Contract Value: \$10,929.00

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

Contract Dates : From: 2/4/16 to 2/3/17 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: _____

05 MAR 28 PM 3:07

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. Matt A... 3-23-16 01261526 546020
Department Head Signature Date Funding Source/Acct #
2. Charlotte Young 3-31-16
Contract Management Date
3. [Signature] 4-1-16
Office of Management & Budget Date
4. [Signature] 4/7/16
County Attorney (approved as to form only) Date

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Ted Selby [Signature] 4/11/16
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



Physio-Control, Inc
 11811 Willows Road NE
 P.O. Box 97006
 Redmond, WA 98073-9706 U.S.A.
 www.physio-control.com
 tel 800.442.1142
 fax 800.732.0956

To Rob Grinder
 NASSAU CTY FIRE RESCUE
 96160 NASSAU PLACE
 YULEE, FL 32097
 (904) 491-7525
rginder@nassaucountyfl.com

Quote Number 00031940
 Revision # RENEWAL
 Created Date 3/13/2016
 Sales Consultant ErnestGray
 386-216-6232
 FOB Redmond, WA
 Terms All quotes subject to credit approval and the following terms and conditions
 NET Terms NET 30

Coverage Period: 2.4.2016 - 2.3.2017
 Payable in Annual Installments
 Fax: 800-772-3340

Territory Code: EAVV58
 15% Discount on all electrodes
 15% Discount on Accessories

PO Waiver over \$5K year or
 PO# _____

PB16R760

Expiration Date 6/7/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
50999-000118	Zone2: (26 to 50MI) or (41 to 81Km)	1.00	79.00	0.00	79.00	79.00
LUCAS-OSCOMP-1	LUCAS Service - 1 YEAR. On-site Comprehensive Coverage.	7.00	1,550.00	0.00	1,550.00	10,850.00

Subtotal USD 10,929.00
 Estimated Tax USD 0.00
 Estimated Shipping & Handling USD 0.00

Grand Total USD 10,929.00

Pricing Summary Totals

List Price Total USD 10,929.00
 Total Contract Discounts Amount USD 0.00
 Total Discount USD 0.00

Trade In Discounts

USD 0.00

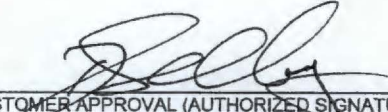
Tax + S&H

USD 0.00

GRAND TOTAL FOR THIS QUOTE

USD 10,929.00

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.


 CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)
 T.J. Selby
 NAME
 Co. Mgr
 TITLE
 4/11/16
 DATE

Reference Number AC/00546101/92787

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio 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 an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio 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 BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated. **Device Inspection Before Acceptance.** All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.

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

Vendor Name: Physio-Control Inc. Department: Fire Rescue
Address: P.O. Box 97006 Department Head Signature: Matthew A. Graves
Redmond, WA 98073-9706
Phone: 800-442-1142 Date: March 23, 2016
Contact Name: Ernest "Jay" Gray
Account: 01261526-546020 Cost: \$10,929.00

Description of Commodity:

One (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.

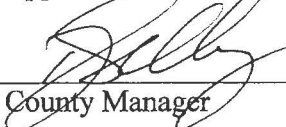
Please check all of the following that apply:

- 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)

Annual service agreement for seven (7) Lucas 2 chest compression systems.

Approval:

 3/14/16
County Manager Date

ADDRESS

11811 Willows Road NE
Redmond, WA 98052

PHONE

GENERAL
425 867 4000
TOLL-FREE
800 442 1142

www.physio-control.com

September 2015

Physio-Control, Inc. is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training markets for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® 2 Chest Compression System

Physio-Control, Inc. is the sole-source provider in **all** markets for the following products & services:

- RELISM (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® System and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- PulsePoint Agency Services
- HealthEMS® Software
- HomeSolutions.NET® Software

Physio-Control is also the sole source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH® MAC EMS Video Laryngoscope
- McGRATH® MAC Disposable Laryngoscope Blades
- McGRATH® X Blade™

Physio-Control does not authorize any resellers to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative at 800.442.1142.

Sincerely,

PHYSIO-CONTROL, INC.



Allan Criss, Vice-President, Americas Sales

Fwd: Service Agreement Renewal

Robert Ginder

Mon 3/28/2016 11:34 AM

To: Constance Holmes <cholmes@nassaucountyfl.com>;

8 attachments (75 KB)

image001.png; ATT00001.htm; image002.jpg; ATT00002.htm; image003.jpg; ATT00003.htm; Customer Letter 3321967_C.pdf; ATT00004.htm;

Sent from my iPhone

Begin forwarded message:

From: "Gray, Jay" <jay.gray@physio-control.com>
Date: March 28, 2016 at 9:58:08 AM EDT
To: Robert Ginder <rginder@nassaucountyfl.com>
Subject: RE: Service Agreement Renewal

The sole source letter is now available for download on our website. I've included in this email.

Let me know if you have any questions.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

Service Agreement Renewal

Gray, Jay <jay.gray@physio-control.com>

Fri 3/18/2016 12:41 PM

To: Robert Ginder <rginder@nassaucountyfl.com>;

2 attachments (565 KB)

NASSAU CTY FIRE RESCUE 00031940.pdf; NASSAU CTY FIRE RESCUE 00031954 W CASE CHG.pdf;

Rob,

Attached are the renewals for your contracts. Let me know if you have any questions.

Thanks and take care



Jay Gray

Senior Service Representative, Southeast

Physio-Control, Inc.

D: 800.442.1142 Option 1. Extension 72516 | M: 386.216.6232 | W: www.physio-control.com



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Re: Agreements expiring six months out - February 2016

Matt Graves

Fri 9/4/2015 11:33 AM

To: Charlotte Young <cyoung@nassaucountyfl.com>;

Cc: Constance Holmes <cholmes@nassaucountyfl.com>;

We will be extending that as well.

Matthew A. Graves
Fire Chief
Nassau County Fire Rescue
96160 Nassau Place
Yulee, FL 32097
904-491-7525 office
904-321-5748 fax

From: Charlotte Young
Sent: Friday, September 4, 2015 11:08 AM
To: Matt Graves
Cc: Constance Holmes
Subject: RE: Agreements expiring six months out - February 2016

There was one more for Target Safety

From: Charlotte Young
Sent: Friday, September 04, 2015 10:54 AM
To: Matt Graves
Cc: Constance Holmes
Subject: Agreements expiring six months out - February 2016

For your record and action, see attached report of agreements expiring in February 2016

Charlotte J. Young, CPPB, Contract Manager

Nassau County Contract Management
96135 Nassau Place, Suite 2
Yulee, Florida 32097
904-530-6040
cyoung@nassaucountyfl.com

EXPIRING SIX MONTHS OUT
FEBRUARY 2016

Tracking ID	Vendor Name	Description of Contract	Contract End Date	Responsible Party	Renewal Options
CM1667	City of Fernandina Beach	Interlocal agreement for a cooperative effort to provide fire protection and emergency medical services	2/8/2016	Fire Rescue	Automatically renews; 90-day written notice to terminate
CM2223	Physio-Control, Inc.	Service agreement for Lucas 2 Chest Compression System (7 units)	2/3/2016	Fire Rescue	Automatically renews unless written notice 30 days prior