

CS-17-141

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO. CM2519

CONTRACTOR INFORMATION

Name: Physio-Control, Inc. Address: P.O. Box 97006 Redmond, WA 98073-9706 Contractor's Administrator Name: Ernest "Jay" Gray Title: Solution Specialist/Sr. Field Rep. Tel#: (800) 442-1142 Fax: (800) 772-3340 Email: jay.gray@stryker.com

CONTRACT INFORMATION

Contract Name: Lucas Service Plan Contract Value: \$12,384.00 Brief Description: Annual service plan for Lucas 2 Chest Compression System (8 units) Contract Dates: From: 02/04/18 to: 02/03/19 Status: X New \_\_\_ Renew \_\_\_ Amend# \_\_\_ WA/Task Order How Procured: X Sole Source \_\_\_ Single Source \_\_\_ ITB \_\_\_ RFP \_\_\_ RFQ \_\_\_ Coop. \_\_\_ Other

If Processing an Amendment:

Contract #: Increase Amount of Existing Contract: New Contract Dates: to TOTAL OR AMENDMENT AMOUNT:

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- 1. Department Head Signature: [Signature] Date: 12-20-17 Submitting Department: Fire Rescue
2. Contract Management: [Signature] Date: 12/28/17 Funding Source/Acct #: 01261526-546020 MS 118/18
3. Office of Management & Budget: [Signature] Date: 1/10/18
4. County Attorney (approved as to form only): [Signature] Date: 1/12/18

Comments:

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Shanea D. Jones [Signature] Date: 1-23-18

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) 772.3340

Quote Number 00102292  
 Create Date 11/10/2017 11:11 AM  
 Quote Expiration Date 02/09/2018  
 Quote Consultant Ernest Gray  
 386-216-6232  
 EAVV58

### Service Plan Quote

Account: 00546101	Service Plan Detail
Rob Ginder NASSAU CTY FIRE RESCUE 96160 NASSAU PLACE YULEE, FL 32097 (904) 491-7525 rginder@nassaucountyfl.com	Type Renewal Service Plan Start Date 02/04/2018 Service Plan End Date 02/03/2019 Reference Plan DS018219 Billing Frequency Annual Terms All quotes subject to credit approval and the following terms and conditions Net Terms NET 30 Promotion Coverage Details-Brochure <a href="http://www.physio-control.com/ServicePlans/">www.physio-control.com/ServicePlans/</a>

**Notes**  
 Service plan customers receive 15% discount on Accessories and Disposables.  
 SN: 30100867, 30100863, 30100873, 30100859, 30100838, 30100860, 30100852, 35173495

Product	Start Date	End Date	Qty	Term List Price	Disc %	Annual Net Price Per Unit	Term Net Price Per Unit	Extended Term Net Price
LUCAS-OSCOMP-1	02/04/2018	02/03/2019	8	1,548.00	0.00	1,548.00	1,548.00	12,384.00

\* Denotes Proration  
 Product Descriptions provided below signature line.

Subtotal	USD 12,384.00
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00
<b>Grand Total</b>	<b>USD 12,384.00</b>
<b>List Price Total</b>	<b>USD 12,384.00</b>
Total Discount	USD 0.00
Estimated Tax + S&H	USD 0.00

Pricing Summary Totals  
 USD 12,384.00

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

GRAND TOTAL FOR THIS QUOTE  
 USD 12,384.00

Please Select One:

MY COMPANY USES A PO SYSTEM-please acknowledge the following:

On all orders \$5,000 or greater before applicable freight taxes, a hard copy purchase order, referencing the quote number, is required. (If under \$5,000, a purchase order number is sufficient. Please provide purchase order # here \_\_\_\_\_)

MY COMPANY DOES NOT USE A PO SYSTEM-section below must be completed prior to order submission.

**BILLING ADDRESS**

Address 96160 Nassau Place

City Yulee State FL

Zip Code 32097

A/P Email rginder@nassaucountyfl.com

Phone Number 904-491-7525

**Signature Required For Non-PO using:**

Physio-Control Inc. Requires Written Verification Of This Order.

The Undersigned is Authorized To Place This Order in Accordance With The Terms and Prices Denoted Herein.



AUTHORIZED SIGNATURE

Shanea Jones

NAME

County manager

TITLE

01/23/18

DATE

**SHIPPING ADDRESS**

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip Code \_\_\_\_\_

A/P Email \_\_\_\_\_

Phone Number \_\_\_\_\_

**Please Check Applicable Tax Status:**

We are a Tax Exempt Entity  
(Tax Exempt Certificate Must Be Provided)

We are Taxable Entity  
(Applicable Tax will be Applied at Time of Invoice)

To add or modify account information fill out the form found on the hyperlink provided.

<http://www.physio-control.com/account>

Reference Number AC/00546101/149937

Product	Product Description
LUCAS-OSCOMP-1	LUCAS Service - 1 YEAR. On-site Comprehensive Coverage. On-site Comprehensive Coverage for LUCAS® Includes: -Services performed at customer's location by a Physio-Control Technical Specialist -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed

Service Plan Summary

List of covered equipment by location will be provided upon Customer's signature of this quote.

**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 forty-five (45) 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.



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

**ADDRESS**

11811 Willows Road NE  
Redmond, WA 98052

**PHONE**

**GENERAL**  
425 867 4000  
**TOLL-FREE**  
800 442 1142

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

December 18, 2017

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

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® Chest Compression System
- TrueCPR™ Coaching Devices

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

- RELI<sup>SM</sup> (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® System and related software
- CODE-STAT™ Data Review Software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.NET® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe Solution<sup>SM</sup> Government Campus Solution

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.

Matt Van Der Wende, Senior Director, Americas Sales

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