

CS43-125

RECEIVED

CONTRACT APPROVAL FORM CONTRACT MANAGEMENT

(Contract Management Use only)

CONTRACT
TRACKING NO.

cm2091

CONTRACTOR INFORMATION

2014 JAN 30 PM 3:21

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: jay.gray@physio-control.com

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: 2/4/14 to 2/3/15 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 NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [Signature] 1-30-14
Department Head Signature Date

01261526 546020
Funding Source/Acct #

2. [Signature] 2-6-14
Contract Management Date

3. [Signature] 2-13-14
Office of Management & Budget Date

4. [Signature] 2-19-14
County Attorney (approved as to form only) Date

Comments:

COUNTY MANAGER- FINAL SIGNATURE APPROVAL

Ted Selby

2/21/14
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

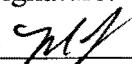
2014 FEB 14 AM 10:07

CONTRACT MANAGEMENT

RECEIVED
COUNTY MANAGER'S
OFFICE
14 FEB 10 PM 3:40

RECEIVED
CONTRACT MANAGEMENT
2014 FEB 21 PM 4:33
14 FEB 20 AM 8:22
COUNTY MANAGER'S
OFFICE

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

Vendor Name: <u>Physio-Control Inc.</u>	Department: <u>Fire Rescue</u>
Address: <u>P.O. Box 97006</u>	Department Head Signature: _____
<u>Redmond, WA 98073-9706</u>	<u>Matthew A. Graves</u> 
Phone: <u>800-442-1142</u>	Date: <u>January 29, 2014</u>
Contact Name: <u>Ernest "Jay" Gray</u>	
Account: <u>01261526-546020</u>	Cost: <u>\$10,925.00</u>

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.

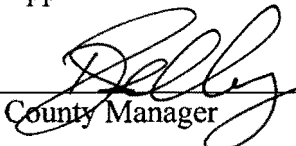
Please check all of the following that apply:

- ☐ 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:

 2/21/14
County Manager Date

RECEIVED

CONTRACT MANAGEMENT
TECHNICAL SERVICE SUPPORT AGREEMENT
2014 MAR 27 AM 11:51

**PHYSIO
CONTROL**

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 2/4/2014 and expires on 2/3/2015.

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

Accepted: Physio-Control, Inc.

Customer: Nassau CountyBy: Heber JosephBy: [Signature]Title: Contract AnalystPrint: Fred SelbyDate: March 7, 2014Title: County ManagerDate: 2/21/14

Purchase Order Number:

Territory Rep: EAVV58

Jay Gray

Phone:

FAX: 800-772-3340

Customer Contact:

Mike Sadler

Phone: (904) 321-5748

FAX:

Reference Number: V58-1410

Printed: 1/29/2014

Renewal

Page 1 of 5

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

Customer's signature on this Agreement or a valid purchase order referencing this Technical Service Support Agreement is required prior to Physio-Control's acceptance and performance of this Agreement. This Agreement covers only the equipment listed on Schedule A ("Covered Equipment"). These terms constitute the complete agreement between the parties and they shall govern over any other documents, including Customer's purchase order. These terms may not be revised in any manner without the prior written consent of Physio-Control.

SERVICES. The Services provided under this Agreement are set forth on Schedule A. Physio-Control strives, but does not guarantee, to return service calls within two (2) hours and to resolve service issues within twenty-four (24) hours. Following Services, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following Services are available and further described as they relate to each specific Physio-Control device on Schedule B:

"Repair Plus Service" or "Repair Only Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions (as set forth below).

"Preventative Maintenance" or "Inspection Only Service" means inspection and adjustment to maintain Covered Equipment in satisfactory operating condition. Inspections include tests, measurements, and a thirty-point evaluation of Covered Equipment. Covered Equipment is properly calibrated, mechanical operations are checked and adjusted, if necessary, and output measurements are verified to function properly. Electrical safety checks are also performed in accordance with National Fire Protection Association (NFPA) guidelines. Preventative Maintenance and Inspection Only Service are subject to Exclusions.

"Comprehensive Service" or "Repair & Inspect Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, and inspections to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with NFPA guidelines, and Updates (as set forth below), subject to Exclusions.

"Battery Replacement Service" means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement. Battery replacement is available upon Customer notification to Physio-Control of the occurrence of: (i) battery failure as determined by Customer's performance testing and evaluation in accordance with the applicable Operating Instructions; or (ii) the end of the useful life of the battery as set forth in the applicable Operating Instructions.

At the discretion of Physio-Control, battery replacement shall be effected 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 a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery being replaced, Physio-Control will invoice Customer the then-current rate for the replacement battery.

"On-Site Service" means that a Physio-Control factory-trained technician will provide Services at Customer's location. Services will be performed between 8:00am and 5:00pm local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for Services at scheduled times. Some Services may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated facility for repair.

"Ship-In Service" means that Services will be performed at Physio-Control's designated facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated facility for Services.

If Covered Equipment is not available when Services are scheduled or Customer requests services or goods not covered by this Agreement or outside of designated Services frequency or hours, Physio-Control will charge Customer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel costs in addition to the contract price. Repair parts required for such repairs will be made available at 15% off the then-current list price.

EXCLUSIONS. Unless otherwise specified, Services do not include the following Exclusions:

- ☐ supply or repair of accessories or disposables
- ☐ repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes, or other products not distributed by Physio-Control
- ☐ case changes
- ☐ repair or replacement of items not originally distributed or installed by Physio-Control
- ☐ Upgrades, and installation of Upgrades
- ☐ battery maintenance, performance testing, evaluation, removal, and recycling

LOANERS. If Covered Equipment must be removed from use to complete Services, 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 Comprehensive Service or Repair & 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 Services. Updates installed on Covered Equipment designated on Schedule A as Repair Plus Service, Repair Only Service, Preventative Maintenance Service, Inspection Only Service, or at a time other than regularly scheduled Comprehensive Service or Repair & Inspect Service, will be billed on a separate invoice at 20% off the then-current list price of the Update. For all Service plans, if parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

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

PRICING. Pricing is set forth on the first page of this Agreement, or in the Quote and/or Invoice for the Services purchased. 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 Preventative Maintenance Service, Inspection Only Service, Comprehensive Service, and Repair & Inspect Service, no pricing deduction will be made for removal of Covered Equipment if preventative maintenance and inspection have already been performed during the Term and no further preventative maintenance and inspection are scheduled to occur. Discounts may not be combined with other special terms, discounts, and/or promotions.

PAYMENT. Payment is due within thirty ⁴⁵~~(30)~~ days of invoice date.

WARRANTY. Physio-Control warrants Services performed under this Agreement and repair/replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date Services were performed or a repair/replacement part was provided. Customer's sole remedy shall be reservicing the affected Covered Equipment 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 Term of this Agreement is set forth on the first page of this document, or in the Quote and/or Invoice for the Services purchased. ~~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 by Customer, 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 list-price cost of any preventative maintenance, inspections, or repairs 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. Any device that is not covered by either a Physio-Control Limited Warranty or a current Physio-Control 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. Physio-Control reserves the right to refuse to support any device that has been remanufactured by a company other than Physio-Control.

MISCELLANEOUS. (a) During the Term of this Agreement and for one (1) year following its expiration, without Physio-Control's prior written consent, Customer agrees to not to solicit or offer employment to anyone who is employed by Physio-Control to provide Services such as those described in this Agreement; (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 Services are 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 A

Contract Number:

Servicing Rep: Jay Gray, EAVV58

District: SOUTHEAST

Phone:

FAX: 800-772-3340

Equipment Location: NASSAU CTY 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

<u>Model</u>	<u>Part Number</u>	<u>Serial Number</u>	<u>Ref. Line</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Total Inspections</u>
LUCAS US	3302430-000	30100838	1	2/4/2014	2/3/2015	1
LUCAS US	3302430-000	30100852	2	2/4/2014	2/3/2015	1
LUCAS US	3302430-000	30100859	3	2/4/2014	2/3/2015	1
LUCAS US	3302430-000	30100860	4	2/4/2014	2/3/2015	1
LUCAS US	3302430-000	30100863	5	2/4/2014	2/3/2015	1
LUCAS US	3302430-000	30100867	6	2/4/2014	2/3/2015	1
LUCAS US	3302430-000	30100873	7	2/4/2014	2/3/2015	1

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

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

LUCAS® 1 Chest Compression System Services
(LUCAS 1 Service is Ship-in Service only)

LUCAS® 1 Chest Compression System Repair & Inspect Service (Ship-in Service Only)

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 1 Chest Compression System Repair Only Service (Ship-in Service Only)

- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 1 Chest Compression System Inspection Only Service (Ship-in Service Only)

- Inspections at intervals set forth on Schedule A
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Services

LUCAS® 2 Chest Compression System Repair & Inspect Service

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Battery Replacement Service
 - o Replacement of one (1) LUCAS 2 battery every three (3) years for each LUCAS 2 listed on Schedule A, or upon battery failure
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Repair Only Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Battery Replacement Service
 - o Replacement of one (1) LUCAS 2 battery every three (3) years for each LUCAS 2 listed on Schedule A, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Inspection Only Service

- Inspections at intervals set forth on Schedule A
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price