

CS-18-128

(Contract Management Use only)

CONTRACT TRACKING NO. CM2678

# CONTRACT APPROVAL FORM

## CONTRACTOR INFORMATION

Name: Physio-Control, Inc.

Address: 11811 Willows Road NE (PO Box 97006) Redmond WA 98052-9706

City State Zip

Contractor's Administrator Name: Ernest "Jay" Gray Title: Field Service Rep. Tech. Lead

Tel#: (800) 442-1142 Fax: (800) 772-3340 Email: jay.gray@stryker.com

## CONTRACT INFORMATION

Contract Name: Technical Support Service Agreement Contract Value: \$11,232.00

Brief Description: Physio-Control, Inc. provides technical support for LUCAS Chest Compression Systems used on Fire Rescue units (8).

Contract Dates : From: 2/04/2019 to: 2/03/2020 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: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- |    |  |                        |   |
|----|--|------------------------|---|
| 1. | <u>[Signature]</u><br>Department Head Signature                  | <u>4-4-19</u><br>Date  | <u>Fire Rescue</u><br>Submitting Department     |
| 2. | <u>[Signature]</u><br>Contract Management                        | <u>4/10/19</u><br>Date | <u>01261526-546020</u><br>Funding Source/Acct # |
| 3. | <u>[Signature]</u><br>Office of Management & Budget              | <u>4/9/19</u><br>Date  | <u>ms</u><br><u>4/9/19</u>                      |
| 4. | <u>[Signature]</u><br>County Attorney (approved as to form only) | <u>4/12/19</u><br>Date |   |

RCVD OMB  
19 APR 5 PM 4:14

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

### COUNTY MANAGER - FINAL SIGNATURE APPROVAL

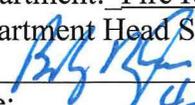
[Signature] Michael Mullin

4/12/19 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

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:   
Redmond, WA 98052-9706  
Phone: (800) 442-1142 Date: 4-4-19  
Contact Name: Ernest "Jay" Gray  
Account: \_\_\_\_\_ Cost: \$11,232.00

Description of Commodity:

Service agreement with Physio-Control, Inc. to provide technical support for LUCAS Chest Compression Systems used in Fire Rescue units (8).

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.

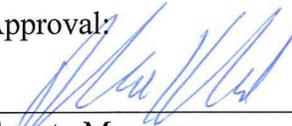
Please check all of the following that apply:

- 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 technical support for eight (8) LUCAS Chest Compression Systems.

Approval:

  
County Manager

4/4/19  
Date

## Amber Carter

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**From:** Grayson Hagins  
**Sent:** Tuesday, March 12, 2019 9:42 AM  
**To:** Amber Carter  
**Subject:** FW: Service Agreement Renewals  
**Attachments:** NASSAU CTY FIRE RESCUE\_00160644\_.pdf; NASSAU CTY FIRE RESCUE\_00160646\_.pdf; Sole Source Letter Updated 9-12-18.pdf

### Grayson Hagins

Contract/Purchasing Manager  
Nassau County Board of County Commissioners  
96135 Nassau Place, Suite 6  
Yulee, FL 32097  
ghagins@nassaucountyfl.com  
(904) 530-6040

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**From:** Carolyn Kittle  
**Sent:** Tuesday, March 12, 2019 8:55 AM  
**To:** Grayson Hagins <ghagins@nassaucountyfl.com>  
**Cc:** Robert Ginder <rginder@nassaucountyfl.com>  
**Subject:** Fw: Service Agreement Renewals

Grayson,

Please see the attached Service Agreements from Physio Control that we discussed. Let me know if you need anything else.

Thank you,

### Carolyn Kittle

Nassau County Fire Rescue

96160 Nassau Place

Yulee, FL 32097

(904) 530-6600

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**From:** Robert Ginder  
**Sent:** Monday, March 11, 2019 9:56 PM  
**To:** Carolyn Kittle  
**Subject:** FW: Service Agreement Renewals

Please see the attached documents. Can you do your voodoo magic and get these rolling?

Sent from [Mail](#) for Windows 10

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**From:** Gray, Ernest <[jay.gray@stryker.com](mailto:jay.gray@stryker.com)>  
**Sent:** Tuesday, March 5, 2019 6:05:30 AM  
**To:** Robert Ginder  
**Subject:** Service Agreement Renewals

Rob,

Attached are the renewals for your service agreements. Let me know if you need anything else

Thanks and take care

**Ernest "Jay" Gray**  
**Field Service Representative Technical Lead**  
**Stryker**

Emergency Care  
11811 Willow Rd NE  
Redmond, WA 98052  
C 386 216 6232  
[jay.gray@stryker.com](mailto:jay.gray@stryker.com)  
[strykeremergencycare.com](http://strykeremergencycare.com)

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.

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)

September 12, 2018

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
- Titan II and Titan III gateways

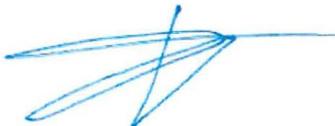
Physio-Control is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- 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

GDR 3321967\_H



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 00160644  
 Create Date 2/1/2019 11:01 AM  
 Quote Expiration Date 05/03/2019  
 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	<table> <tr> <td>Type</td> <td>Renewal</td> </tr> <tr> <td>Service Plan Start Date</td> <td>02/04/2019</td> </tr> <tr> <td>Service Plan End Date</td> <td>02/03/2020</td> </tr> <tr> <td>Reference Plan</td> <td>DS022658</td> </tr> <tr> <td>Billing Frequency</td> <td>Annual</td> </tr> <tr> <td>Terms</td> <td>All quotes subject to credit approval and the following terms and conditions</td> </tr> <tr> <td>Net Terms</td> <td>NET 45</td> </tr> <tr> <td>Promotion</td> <td></td> </tr> <tr> <td>Coverage Details-Brochure</td> <td><a href="http://www.physio-control.com/ServicePlans/">www.physio-control.com/ServicePlans/</a></td> </tr> </table>	Type	Renewal	Service Plan Start Date	02/04/2019	Service Plan End Date	02/03/2020	Reference Plan	DS022658	Billing Frequency	Annual	Terms	All quotes subject to credit approval and the following terms and conditions	Net Terms	NET 45	Promotion		Coverage Details-Brochure	<a href="http://www.physio-control.com/ServicePlans/">www.physio-control.com/ServicePlans/</a>
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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.																			

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-PCPVOS-1	02/04/2019	02/03/2020	8	1,404.00	0.00	1,404.00	1,404.00	11,232.00

\* Denotes Proration  
 Product Descriptions provided below signature line.

Subtotal	USD 11,232.00
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00
<b>Grand Total</b>	<b>USD 11,232.00</b>
Pricing Summary Totals	
List Price Total	USD 11,232.00
Total Discount	USD 0.00
Estimated Tax + S&H	USD 0.00

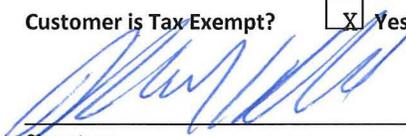
**Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.**

GRAND TOTAL FOR THIS QUOTE  
 USD 11,232.00

Please provide a company issued Purchase Order that includes Billing and Shipping Address.  
 PO must reference payment terms of Net 30 days.

- OR -

**Required information if no Purchase Order is provided**

<b>Billing Address</b> <input checked="" type="checkbox"/> same as address on quote <hr/> Account Name <hr/> Address <hr/> City <hr/> State _____ Zip Code _____	<b>Shipping Address</b> <input checked="" type="checkbox"/> same as Billing Address <hr/> Account Name <hr/> Address <hr/> City <hr/> State _____ Zip Code _____
<b>Accounts Payable Contact Information</b> <hr/> Accounts Payable Contact <hr/> Accounts Payable Email <hr/> <b>Authorized Customer Signature</b> <hr/> Name <u>Michael S. Mullin</u> Title <u>County Manager</u>	
<hr/> Accounts Payable Phone Number <hr/> Customer is Tax Exempt? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <hr/> Signature  <hr/> Date <u>4/15/19</u>	

**Optional information:**

Special Ship to Address \_\_\_\_\_

Comments \_\_\_\_\_

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number LS/00546101/191922/00160644

Product	Product Description
LUCAS-PCPVOS-1	LUCAS Service - 1 YEAR. On-site ProCare Prevent Coverage. On-site ProCare Prevent 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

<b>Service Plan Summary</b>
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 ~~thirty~~ (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.