

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: JANUARY 25, 2016

AGENDA ITEM NUMBER: 13

**SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT BETWEEN FORSYTH COUNTY AND PHYSIO-CONTROL, INC. FOR TECHNICAL SERVICE SUPPORT OF LIFEPAK 15 CARDIAC DEFIBRILLATOR/MONITOR UNITS (EMERGENCY SERVICES DEPARTMENT)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

**SUMMARY OF INFORMATION:**

See attached

ATTACHMENTS:  YES  NO

SIGNATURE: *J. Kendrick Watts Jr. /cdh*  
COUNTY MANAGER

DATE: January 20, 2016

**RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT  
BETWEEN FORSYTH COUNTY AND PHYSIO-CONTROL, INC.  
FOR TECHNICAL SERVICE SUPPORT OF  
LIFEPAK 15 CARDIAC DEFIBRILLATOR/MONITOR UNITS  
(EMERGENCY SERVICES DEPARTMENT)**

**BE IT RESOLVED** that the Forsyth County Board of Commissioners hereby authorizes the County Manager and Clerk to the Board to execute, on behalf of Forsyth County, the attached contract with Physio-Control, Inc. for technical service support of thirty-five Lifepak 15 cardiac defibrillator/monitor units during the period, January 1, 2016 through December 31, 2019, at an annual cost of \$50,059, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this 25<sup>th</sup> day of January 2016.

# TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

End User # 02416001  
FORSYTH CTY EMERG SRVCS  
911 E 5TH ST  
WINSTON SALEM, NC 27101

Bill To # 02416001  
FORSYTH CTY EMERG SRVCS  
911 E 5TH ST  
WINSTON SALEM, NC 27101

This Technical Service Support Agreement begins on 1/1/2016 and expires on 12/31/2019.

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 \$200,236.00 per term, payable in Annual installments.

## Special Terms

15% DISCOUNT ON ACCESSORIES  
15% DISCOUNT ON ALL ELECTRODES  
Zone 2 Travel: \$316.00  
PO or PO Waiver required with this Service Plan

Accepted: Physio-Control, Inc.

Customer:

By: 

By:

Title: Sr Strategic Pricing Analyst

Print:

Date: 11/25/2015

Title:

Date:

Purchase Order Number:

Territory Rep: EAAA58

Customer Contact:

Mary Ann Cotton

MA Barker

Phone:

Phone: 336 703 2755

FAX: 800-772-3340

FAX:

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**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) as recommended in the applicable device's 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 strive to provide Customer with a similar loaner device 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

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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, on the Quote for Services, and/or on the 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 (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 reserivicing 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 customer's cost at the 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.

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

Contract Number:

Servicing Rep: Mary Ann Cotton, EAAA58

District: MID-ATLANTIC

Phone:

FAX: 800-772-3340

Equipment Location: FORSYTH CTY EMERG SRVCS, 02416001

911 E 5TH ST

WINSTON SALEM, NC 27101

Scope Of Service On Site Comprehensive Coverage

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 15	V15-2-000051	39247661	1	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39248630	2	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39258773	3	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39258777	4	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39258779	5	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39258780	6	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39258783	7	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39258787	8	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39258790	9	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39258791	10	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39258794	11	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39248668	12	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39248670	13	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39248671	14	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39248672	15	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39248674	16	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39251180	17	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39251181	18	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39251182	19	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39251183	20	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39251184	21	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39251185	22	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39251186	23	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39251187	24	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39258079	25	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39258080	26	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39258081	27	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39258082	28	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39258083	29	1/1/2016	12/31/2019	4

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LIFEPAK® 15	V15-2-000051	39258085	30	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39258090	31	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39258092	32	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39258769	33	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39258771	34	1/1/2016	12/31/2019	4
LIFEPAK® 15	V15-2-000051	39258772	35	1/1/2016	12/31/2019	4

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

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

**LIFEPAK® 15 Monitor/Defibrillator Services**

**LIFEPAK® 15 Monitor/Defibrillator Comprehensive Service**

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
  - o For each LIFEPAK 15 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
  - 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.

**LIFEPAK® 15 Monitor/Defibrillator Repair Plus Service**

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
  - o For each LIFEPAK 15 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, 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.

**LIFEPAK® 15 Monitor/Defibrillator Preventative Maintenance Service**

- Inspections at intervals set forth on Schedule A
- 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.

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This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

1/6/2016

Date

  
Director of Finance