

TAB 4



City of Palmetto
Agenda Item

Meeting Date

2/28/11

Presenter:

Allen Tusing

Department:

PW / PD / CH

Title:

Annual Renewal of the Physio-Control Technical Service Agreement (2011/2012) in the amount of \$867 divided among the three departments PW/PD/CH. The City has three Automatic External Defibrillators (AED); one in each department. The agreement provides for the service and technical support necessary to keep the units operational.

Budgeted Amount:

\$867

Budget

Page No(s):

Available Amount:

\$867

Expenditure Amount:

\$867

Additional Budgetary Information:

Funding Source(s):

Contract Service

Sufficient Funds Available:

Yes
 No

Budget Amendment Required:

Yes
 No

Source:

City Attorney Reviewed:

Yes
 No
 N/A

Advisory Board Recommendation:

For
 Against
 N/A

Consistent With:

Yes
 No
 N/A

Potential Motion/ Direction Requested:

Staff requests that Commission approve the 2010/2011 Agreement with Physio-Control.

Staff Contact:

Ron Koper

Attachments:

2010/2011 Agreement

TECHNICAL SERVICE SUPPORT AGREEMENT



CUSTOMER COPY

Contract Number:

End User # 18312801
CITY OF PALMETTO
600 17TH STREET WEST
PALMETTO, FL 34221

Bill To # 18312801
CITY OF PALMETTO
600 17TH STREET WEST
PALMETTO, FL 34221

This Technical Service Support Agreement begins on 4/1/2011 and expires on 3/31/2012.

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 \$867.00 per term, payable in Annual installments.

Special Terms

10% DISCOUNT ON QUIK-COMBO ELECTRODES

Accepted: Physio-Control, Inc.

Customer:

By:

By:

Title:

Print:

Date:

Title:

Date:

Purchase Order Number:

Territory Rep: EAVV64

Kathy Suggett

Phone: 800-442-1142 x2324

FAX: 800-772-3340

Customer Contact:

Ron Koper

Phone: 942 723-4580 x102

FAX:

Reference Number: V64-1292

Printed: 1/18/2011

Renewal

Page 1 of 5

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

RENEWAL TERMS

Physio-Control, Inc.'s ("Physio-Control") acceptance of Customer's Technical Service Support Agreement is expressly conditioned on Customer's assent to the terms set forth in this document and its attachments. Physio-Control agrees to furnish the services ordered by Customer only on these terms, and Customer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by Customer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on Customer's purchase order or on other documents submitted to Physio-Control by Customer. These terms may not be revised in any manner without the prior written consent of an officer of Physio-Control.

REPAIR SERVICES

If "Repair" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, all repair parts and materials required, all required Physio-Control service technician labor, and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

INSPECTION SERVICES

If "Inspection" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, verification of proper instrument calibration, verification that instrument mechanical operations and output measurements are consistent with applicable product specifications, performance of an electrical safety check in accordance with National Fire and Protection Guidelines, all required Physio-Control service technician labor and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

DOCUMENTATION

Following each Repair and/or Inspection, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement.

LOANERS

If a Physio-Control product is designated as a unit of Covered Equipment for Repair Services and needs to be removed from service to complete repairs, an appropriate Loaner unit will be provided, if available, until the removed unit is returned. Customer assumes complete responsibility for the Loaner and shall return the Loaner to Physio-Control in the same condition as received, at Customer's expense, upon the earlier of the return of the removed unit or Physio-Control's request.

EXCLUSIONS

This Technical Service Support Agreement does not include: supply or repair of accessories or disposables (e.g., patient cables, recorder paper, etc.); repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, and/or acts of God; repairs to return an instrument to normal operating equipment at the time of initial service by Physio-Control under this Technical Service Support Agreement; case changes; repair or replacement of items not originally distributed or installed by Physio-Control; and exclusions on Schedule B to this Technical Service Support Agreement, if any, which apply to Covered Equipment.

SCHEDULE SERVICES

Designated Repair and Inspections Services will be performed at the designated service frequency and during designated service hours except where service technicians are rendered unavailable due to mandatory training commitments, in which case Physio-Control will provide alternate coverage. Customer is to ensure Covered Equipment is available for Repair and/or Inspection at scheduled times. If Covered Equipment is not available as scheduled and Customer requests additional services to be performed or if Physio-Control is requested to perform Repair or Inspection services not designated in this Technical Service Support Agreement (due to the nature of services selected, instruments involved not being Covered Equipment, request being outside of designated service frequency or hours, or application of the Exclusions); Customer shall reimburse Physio-Control at Physio-Control's standard labor rates less 10% (including overtime, if appropriate), plus standard list prices for related parts and materials less 15%, plus actual travel costs incurred.

PAYMENT

The cost of services performed by Physio-Control shall be payable by Customer within thirty (30) days of Customer's receipt of Physio-Control's Invoice (or such other terms as Physio-Control confirms to Customer in writing). In addition to the cost of services performed, Customer shall pay or reimburse Physio-Control for any taxes assessed Physio-Control. If the number or configuration of Covered Equipment is altered during the Term of this Technical Service Support Agreement, the price of Services shall be adjusted accordingly.

WARRANTY

Physio-Control warrants Services performed under this Technical Service Support Agreement and replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date a Service was performed or a part was provided. Customer's sole remedy shall be reservicing the affected unit and/or replacement of any part determined to be defective, without any additional Customer 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.**

TERMINATION

Either party may terminate this Technical Service Support Agreement at any time upon sixty (60) days prior written notice to the other, except that Physio-Control may terminate this Technical Service Support Agreement immediately upon Customer's failure to make timely payments for services rendered under this Technical Service Support Agreement. In the event of termination, Customer shall be obligated to reimburse Physio-Control for that portion of the designated price which corresponds to that portion of the Term and the scope of Services provided prior to the effective date of termination.

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.

MISCELLANEOUS

- a) Customer agrees to not employ or offer employment to anyone performing Services on Physio-Control's behalf during the Term of this Technical Service Support Agreement or for one (1) year following its expiration without Physio-Control's prior written consent.
- b) This Technical Service Support 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) The rights and obligations of Physio-Control and Customer under this Technical Service Support Agreement shall be governed by the laws of the State in which the service is provided. All costs and expenses incurred by the prevailing party related to the enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

.....
.....
.....END.....

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

Contract Number:

Servicing Rep: Kathy Suggett, EAVV64
District: GULF COAST
Phone: 800-442-1142 x2324
FAX: 800-772-3340

Equipment Location: CITY OF PALMETTO, 18312801
600 17TH STREET WEST
PALMETTO, FL 34221

Scope Of Service AED 1 On Site Inspection per Year with 1 Lithium Battery

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 500	3011790-000113	13952948	1	4/1/2011	3/31/2012	1
LIFEPAK® 500	3011790-000113	13952949	2	4/1/2011	3/31/2012	1
LIFEPAK® 500	3011790-000113	13952950	3	4/1/2011	3/31/2012	1

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

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

LIFEPAK® 500 AED INSPECTION-ONLY WITH BATTERY OPTION

- Inspections are performed Monday thru Friday 8am to 5pm (excluding holidays)
- This plan includes periodic inspections as described on Schedule A. If any repairs are requested by customer that are not otherwise covered by warranty then customer shall pay Physio-Control at its then-current labor rate less 10%. Parts required for such repairs will be at 15% less than the then-current list price for the parts.
- Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the service manual and to replace batteries that do not pass the conditions outlined under "Discarding/Recycling Batteries." Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).
- If customer provides evidence that a Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years in the case of sealed lead acid batteries and 5 years in the case of lithium ion batteries, Physio-Control shall replace said Physio-Control Battery Pak (like-for-like) i.e. LIFEPAK 500 SLA for LIFEPAK 500 SLA or LIFEPAK 500 lithium ion for LIFEPAK 500 lithium ion, up to a maximum of 2 LIFEPAK 500 SLA Battery Paks every two years or up to a maximum of 1 LIFEPAK 500 lithium ion Battery Pak every 5 years (including prior Support Plan periods) per LIFEPAK® 500 automatic advisory defibrillator (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Physio-Control and must be returned at the time of exchange.
- Only batteries manufactured by Physio-Control are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non-Physio-Control battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Physio-Control battery. Any repairs, as determined by a Physio-Control Service Representative, resulting from the use of a non-Physio-Control battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.

At the time of inspection, a Physio-Control Technical Service Representative will install the latest version of software available at the time of service. Software updates requested to be installed at a time other than the regularly scheduled time of inspection will be billed at \$205 per unit per software update. The cost of the software update will be billed on a separate invoice.

TECHNICAL SERVICE SUPPORT AGREEMENT



PHYSIO CONTROL COPY

Contract Number:

End User # 18312801
CITY OF PALMETTO
600 17TH STREET WEST
PALMETTO, FL 34221

Bill To # 18312801
CITY OF PALMETTO
600 17TH STREET WEST
PALMETTO, FL 34221

FILE COPY

This Technical Service Support Agreement begins on 4/1/2010 and expires on 3/31/2011.

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 \$774.00 per term, payable in Annual installments.

Special Terms

10% DISCOUNT ON QUIK-COMBO ELECTRODES

LAST YEAR'S
COPY

Accepted: Physio-Control, Inc.

By: Kathy Suggett
Title: Sr. Technical Service Rep
Date: 3-18-10

Customer: City of Palmetto
By: Shirley Groover Bryant
Print: SHIRLEY GROOVER BRYANT
Title: MAYOR
Date: 5-4-10

Purchase Order Number: _____

Territory Rep: EAVV64
Suggett, Kathy
Phone: 800-442-1142 x2324
FAX: 800-772-3340

Customer Contact:
Ron Koper
Phone: 942 723-4580 x102
FAX:

Reference Number: V64-1273
Printed: 3/18/2010

Renewal
Page 1 of 5

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

RENEWAL TERMS

Physio-Control, Inc.'s ("Physio-Control") acceptance of Customer's Technical Service Support Agreement is expressly conditioned on Customer's assent to the terms set forth in this document and its attachments. Physio-Control agrees to furnish the services ordered by Customer only on these terms, and Customer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by Customer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on Customer's purchase order or on other documents submitted to Physio-Control by Customer. These terms may not be revised in any manner without the prior written consent of an officer of Physio-Control.

REPAIR SERVICES

If "Repair" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, all repair parts and materials required, all required Physio-Control service technician labor, and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

INSPECTION SERVICES

If "Inspection" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, verification of proper instrument calibration, verification that instrument mechanical operations and output measurements are consistent with applicable product specifications, performance of an electrical safety check in accordance with National Fire and Protection Guidelines, all required Physio-Control service technician labor and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

DOCUMENTATION

Following each Repair and/or Inspection, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement.

LOANERS

If a Physio-Control product is designated as a unit of Covered Equipment for Repair Services and needs to be removed from service to complete repairs, an appropriate Loaner unit will be provided, if available, until the removed unit is returned. Customer assumes complete responsibility for the Loaner and shall return the Loaner to Physio-Control in the same condition as received, at Customer's expense, upon the earlier of the return of the removed unit or Physio-Control's request.

EXCLUSIONS

This Technical Service Support Agreement does not include: supply or repair of accessories or disposables (e.g., patient cables, recorder paper, etc.); repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, and/or acts of God; repairs to return an instrument to normal operating equipment at the time of initial service by Physio-Control under this Technical Service Support Agreement; case changes; repair or replacement of items not originally distributed or installed by Physio-Control; and exclusions on Schedule B to this Technical Service Support Agreement, if any, which apply to Covered Equipment.

SCHEDULE SERVICES

Designated Repair and Inspections Services will be performed at the designated service frequency and during designated service hours except where service technicians are rendered unavailable due to mandatory training commitments, in which case Physio-Control will provide alternate coverage. Customer is to ensure Covered Equipment is available for Repair and/or Inspection at scheduled times. If Covered Equipment is not available as scheduled and Customer requests additional services to be performed or if Physio-Control is requested to perform Repair or Inspection services not designated in this Technical Service Support Agreement (due to the nature of services selected, instruments involved not being Covered Equipment, request being outside of designated service frequency or hours, or application of the Exclusions); Customer shall reimburse Physio-Control at Physio-Control's standard labor rates less 10% (including overtime, if appropriate), plus standard list prices for related parts and materials less 15%, plus actual travel costs incurred.

PAYMENT

The cost of services performed by Physio-Control shall be payable by Customer within thirty (30) days of Customer's receipt of Physio-Control's invoice (or such other terms as Physio-Control confirms to Customer in writing). In addition to the cost of services performed, Customer shall pay or reimburse Physio-Control for any taxes assessed Physio-Control. If the number or configuration of Covered Equipment is altered during the Term of this Technical Service Support Agreement, the price of Services shall be adjusted accordingly.

WARRANTY

Physio-Control warrants Services performed under this Technical Service Support Agreement and replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date a Service was performed or a part was provided. Customer's sole remedy shall be reservicing the affected unit and/or replacement of any part determined to be defective, without any additional Customer 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.**

TERMINATION

Either party may terminate this Technical Service Support Agreement at any time upon sixty (60) days prior written notice to the other, except that Physio-Control may terminate this Technical Service Support Agreement immediately upon Customer's failure to make timely payments for services rendered under this Technical Service Support Agreement. In the event of termination, Customer shall be obligated to reimburse Physio-Control for that portion of the designated price which corresponds to that portion of the Term and the scope of Services provided prior to the effective date of termination.

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.

MISCELLANEOUS

- a) Customer agrees to not employ or offer employment to anyone performing Services on Physio-Control's behalf during the Term of this Technical Service Support Agreement or for one (1) year following its expiration without Physio-Control's prior written consent.
- b) This Technical Service Support 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) The rights and obligations of Physio-Control and Customer under this Technical Service Support Agreement shall be governed by the laws of the State in which the service is provided. All costs and expenses incurred by the prevailing party related to the enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

.....END.....

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

Contract Number:

Servicing Rep: Suggett, Kathy, EAVV64
District: GULF COAST
Phone: 800-442-1142 x2324
FAX: 800-772-3340

Equipment Location: CITY OF PALMETTO, 18312801
600 17TH STREET WEST
PALMETTO, FL 34221

Scope Of Service AED 1 On Site Inspection per Year with 1 Lithium Battery

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 500	3011790-000113	13952948	1	4/1/2010	3/31/2011	1
LIFEPAK® 500	3011790-000113	13952949	2	4/1/2010	3/31/2011	1
LIFEPAK® 500	3011790-000113	13952950	3	4/1/2010	3/31/2011	1

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

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

LIFEPAK® 500 AED INSPECTION-ONLY WITH BATTERY OPTION

- This plan includes periodic inspections as described on Schedule A. If any repairs are requested by customer that are not otherwise covered by warranty then customer shall pay Physio-Control at its then current labor rate less 10%. Parts required for such repairs will be at 15% less than the then current list price for the parts.
- Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the service manual and to replace batteries that do not pass the conditions outlined under "Discarding/Recycling Batteries." Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).
- If customer provides evidence that a Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years in the case of sealed lead acid batteries and 3 years in the case of lithium ion batteries, Physio-Control shall replace said Physio-Control Battery Pak (like for like) i.e. LIFEPAK 500 SLA for LIFEPAK 500 SLA or LIFEPAK 500 lithium ion for LIFEPAK 500 lithium ion, up to a maximum of 2 LIFEPAK 500 SLA Battery Paks every two years or up to a maximum of 1 LIFEPAK 500 lithium ion Battery Pak every 3 years (including prior Support Plan periods) per LIFEPAK® 500 automatic advisory defibrillator (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Physio-Control and must be returned at the time of exchange.
- Only batteries manufactured by Physio-Control are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non-Physio-Control battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Physio-Control battery. Any repairs, as determined by a Physio-Control Service Representative, resulting from the use of a non-Physio-Control battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.
- Inspections are performed Monday thru Friday 8am to 5pm (excluding holidays).