

RESOLUTION #18-0116-05

Approving Technical Services Contract for EKG Machines and CPR Devices

Whereas, Liberty Township Fire Department has several EKG machines and CPR devices which require technical service support, and

Whereas, this equipment has been under a three year Technical Services contract with Physio-Control which expires in January, 2018.

NOW, THEREFORE, BE IT RESOLVED, by the Liberty Township Board of Trustees of Delaware County, Ohio, to approve the attached technical service support agreement for both the EKG machines and the CPR devices at a cost of \$10,770.00 for a one (1) year service contract from Physio-Control, 11811 Willows Road NE, PO Box 97023, Redmond, Washington, 98073-9723, and the Board further authorizes the Township Administrator to execute any and all attendant documents.

Motion made by Leneghan and seconded by Gemperline.

Vote: yes Mrs. Eichhorn yes Mr. Gemperline yes Mrs. Leneghan

This Resolution shall be in force and become effective immediately upon its execution.

Jan. 16, 2018
Date

Melanie Leneghan
Melanie Leneghan, Trustee

CERTIFIED BY:

Nancy Denuette
Nancy Denuette, Fiscal Officer

Mike Gemperline
Mike Gemperline, Trustee
Shyra Eichhorn
Shyra Eichhorn, Trustee



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 00104799
Create Date 12/1/2017 12:58 PM
Quote Expiration Date 02/28/2018
Quote Consultant Michael Finnegan
614-824-7841
EALL59

Service Plan Quote

| Account: 01307901 | Service Plan Detail |
|---|--|
| Capt. Bill Piwtorak LIBERTY TOWNSHIP FD 7761 LIBERTY RD POWELL, OH 43065 (740) 938-2022 | Type Renewal Service Plan Start Date 01/14/2018 Service Plan End Date 01/13/2019 Reference Plan PB18R783 Billing Frequency Annual Terms All quotes subject to credit approval and the following terms and conditions Net Terms NET 30 Promotion (RPLCSSVC) – LUCAS Svc Discount Coverage Details-Brochure www.physio-control.com/ServicePlans/ |
| 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 |
|----------------|------------|------------|-----|-----------------|--------|---------------------------|-------------------------|-------------------------|
| LP12-OSCOMP-1 | 01/14/2018 | 01/13/2019 | 1 | 1,428.00 | 0.00 | 1,428.00 | 1,428.00 | 1,428.00 |
| LP1000-OSPM-1 | 01/14/2018 | 01/13/2019 | 9 | 396.00 | 0.00 | 396.00 | 396.00 | 3,564.00 |
| LUCAS-OSCOMP-1 | 01/14/2018 | 01/13/2019 | 2 | 1,548.00 | 25.00 | 1,161.00 | 1,161.00 | 2,322.00 |
| LP15-OSCOMP-1 | 01/14/2018 | 01/13/2019 | 2 | 1,728.00 | 0.00 | 1,728.00 | 1,728.00 | 3,456.00 |

* Denotes Proration

Product Descriptions provided below signature line.

| | |
|-------------------------------|----------------------|
| Subtotal | USD 10,770.00 |
| Estimated Tax | USD 0.00 |
| Estimated Shipping & Handling | USD 0.00 |
| Grand Total | USD 10,770.00 |

| | |
|------------------|------------------------|
| List Price Total | Pricing Summary Totals |
| | USD 11,544.00 |

| | |
|---------------------|-------------|
| Total Discount | USD -774.00 |
| 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 10,770.00

Quote Number
00104799

THIS IS NOT AN INVOICE

Page 1

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

| | |
|--|--|
| Billing Address <input type="checkbox"/> same as address on quote | Shipping Address <input type="checkbox"/> same as Billing Address |
| Account Name | Account Name |
| Address | Address |
| City | City |
| State | State |
| Zip Code | Zip Code |
| Accounts Payable Contact Information | |
| Accounts Payable Contact | Accounts Payable Phone Number |
| Accounts Payable Email | Customer is Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Authorized Customer Signature | |
| Name | Signature |
| Title | Date |

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
To update any customer information, please complete form at www.physio-control.com/account/

Reference Number LS/01307901/151326

| Product | Product Description |
|----------------|--|
| LP12-OSCOMP-1 | LIFEPAK 12 Service - 1 YEAR. On-Site Comprehensive Coverage. On-site Comprehensive Coverage for LIFEPAK® 12 Includes: -Services performed at customer's location by a Physio-Control Technical Specialist -Parts and labor necessary to restore device to original specifications -Annual Preventative Maintenance and Inspections including quality assurance documentation -Discounts on accessories, disposables -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery replacement service |
| LP1000-OSPM-1 | LIFEPAK 1000 Service - 1 YEAR. On-site Preventative Maintenance. On-Site Preventive Maintenance Coverage for LIFEPAK® 1000 Includes: -Services performed at customer's location by a Physio-Control Technical Specialist -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories and disposables -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service -Replacement of adult electrodes at scheduled time of service due to expiration or failure. |
| LUCAS-OSCOMP-1 | LUCAS Service - 1 YEAR. |

Quote Number
00104799

THIS IS NOT AN INVOICE

Page 2

| | |
|---------------|---|
| | <p>On-site Comprehensive Coverage. On-site Comprehensive Coverage for LUCAS®</p> <p>Includes:</p> <ul style="list-style-type: none"> -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 |
| LP15-OSCOMP-1 | <p>LIFEPAK 15 Service - 1 YEAR.</p> <p>On-site Comprehensive Coverage for LIFEPAK® 15</p> <p>Includes:</p> <ul style="list-style-type: none"> -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 -Battery Replacement Service |

| |
|---|
| 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 thirty (30) 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.