



**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** 00095121  
**Create Date** 9/18/2017 10:17 AM  
**Quote Expiration Date** 11/30/2017  
**Quote Consultant** Adalid Colon  
 954-464-0813  
 EAVV57

## Service Plan Quote

<b>Account:</b> 00711305	<b>Service Plan Detail</b>																											
Chief Daniel Oatmeyer CITY OF FORT LAUDERDALE 1300 SW 1 ST FORT LAUDERDALE, FL 33312 (954) 828-3609 doatmeyer@fortlauderdale.gov	<table style="width: 100%; border: none;"> <tr> <td style="width: 40%;"></td> <td style="text-align: right;"><b>Type</b></td> <td>Renewal</td> </tr> <tr> <td></td> <td style="text-align: right;"><b>Service Plan Start Date</b></td> <td>10/01/2017</td> </tr> <tr> <td></td> <td style="text-align: right;"><b>Service Plan End Date</b></td> <td>09/30/2020</td> </tr> <tr> <td></td> <td style="text-align: right;"><b>Reference Plan</b></td> <td>PB17Q954</td> </tr> <tr> <td></td> <td style="text-align: right;"><b>Billing Frequency</b></td> <td>Monthly</td> </tr> <tr> <td></td> <td style="text-align: right;"><b>Terms</b></td> <td>All quotes subject to credit approval and the following terms and conditions</td> </tr> <tr> <td></td> <td style="text-align: right;"><b>Net Terms</b></td> <td>NET 30</td> </tr> <tr> <td></td> <td style="text-align: right;"><b>Promotion</b></td> <td>(RPLCSSVC) – LUCAS Svc Discount</td> </tr> <tr> <td></td> <td style="text-align: right;"><b>Coverage Details-Brochure</b></td> <td><a href="http://www.physio-control.com/ServicePlans/">www.physio-control.com/ServicePlans/</a></td> </tr> </table>		<b>Type</b>	Renewal		<b>Service Plan Start Date</b>	10/01/2017		<b>Service Plan End Date</b>	09/30/2020		<b>Reference Plan</b>	PB17Q954		<b>Billing Frequency</b>	Monthly		<b>Terms</b>	All quotes subject to credit approval and the following terms and conditions		<b>Net Terms</b>	NET 30		<b>Promotion</b>	(RPLCSSVC) – LUCAS Svc Discount		<b>Coverage Details-Brochure</b>	<a href="http://www.physio-control.com/ServicePlans/">www.physio-control.com/ServicePlans/</a>
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**Notes**  
 Service plan customers receive 15% discount on Accessories and Disposables.  
**2 LP15 EFF: 10.1.2017** SN: 40397130, 40399473  
**12 Lucas EFF: 3.30.2018** SN: 3016G295, 3016G297, 3016G298, 3016G300, 3016G381, 3016G382, 3016G383, 3016G385, 3016G386, 3016G387, 3016G388, 3016G389

Product	Start Date	End Date	Qty	Term List Price	Disc %	Annual Net Price Per Unit	Term Net Price Per Unit	Extended Term Net Price
LP15-OSCOMP-3	10/01/2017	09/30/2020	2	5,184.00	5.22	1,637.80	4,913.40	9,826.80
LP15-OSCOMP-3-POS Renewal	10/01/2017	09/30/2020	43	5,184.00	15.20	1,465.40	4,396.20	189,036.60
LUCAS-OSCOMP-3	10/01/2017	09/30/2020	8	4,644.00	25.00	1,161.00	3,483.00	27,864.00
LUCAS-OSCOMP-1	03/30/2018	09/30/2018	12	1,548.00	25.00	1,161.00	586.74	7,040.88 *
LUCAS-OSCOMP-2	10/01/2018	09/30/2020	12	3,096.00	25.00	1,161.00	2,322.00	27,864.00
LP15CASE	10/01/2017	09/30/2020	6	999.00	0.00	999.00	999.00	5,994.00

\* Denotes Proration  
 Product Descriptions provided below signature line.

Subtotal	USD 267,626.28
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00
<b>Grand Total</b>	<b>USD 267,626.28</b>
<b>Pricing Summary Totals</b>	
List Price Total	USD 325,262.88
Total Discount	USD -57,636.60
Estimated Tax + S&H	USD 0.00

**This city is Tax Exempt.**

**GRAND TOTAL FOR THIS QUOTE**  
 USD 267,626.28

Product	Product Description
LP15-OSCOMP-3	LIFEPAK 15 Service - 3 YEAR. On-site Comprehensive Coverage for LIFEPAK® 15 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 -Battery Replacement Service
LP15-OSCOMP-3-POS Renewal	LIFEPAK 15 Service - 3 YEAR. On-site Comprehensive Coverage. Annual Payments. 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 -Battery Replacement Service
LUCAS-OSCOMP-3	LUCAS Service - 3 YEAR. On-site Comprehensive Coverage. On-site Comprehensive 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
LUCAS-OSCOMP-1	LUCAS Service - 1 YEAR. On-site Comprehensive Coverage. On-site Comprehensive 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
LUCAS-OSCOMP-2	LUCAS Service - 2 YEAR. On-site Comprehensive Coverage. On-site Comprehensive 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
LP15CASE	LifePak 15 Service. Case Change. Price per case change.

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 for City of Ft. Lauderdale**

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 of Florida. Venue for any lawsuit by one party against the other party or otherwise arising out of this Technical Service Support Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. 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 thirty (30) days' written notice to Physio for convenience. In the event of such cancellation, Buyer shall be responsible for the portion of the service plan subscription until the effective date of termination. Buyer shall also be responsible for any applicable costs for services rendered until the effective date of termination.

**Negotiated Terms for Quote 00095121  
10/16/2017**

**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.

**Assignment.** This Service Plan, 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.

**Non-Appropriation.** The continuation of this Agreement beyond the end of any fiscal year of the Buyer shall be subject to availability and appropriations of funds.

**Insurance.** Physio-Control shall, upon execution of this Service Plan, provide to the Buyer a certificate of commercial general liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Buyer's risk manager, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, independent contractors, and liability arising out of the indemnification provision. Physio-Control shall, upon execution of the Agreement, provide to the City a certificate of business auto liability insurance with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Buyer's risk manager, in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage (or bodily injury: \$250,000 each person, \$500,000 each occurrence, and property damage: \$100,000 each occurrence), including coverage for owned autos and other vehicles, heavy equipment, non-owned autos and other vehicles. The commercial general liability and auto liability insurance policies shall list the City of Fort Lauderdale, a Florida municipality, as an additional insured. In addition, Physio-Control shall, upon execution of this Agreement, provide to the City a certificate of worker's compensation insurance, including employer's liability, with a reputable insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's risk manager, with limits not less than \$100,000 per accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee) in compliance with all state and federal laws. Physio-Control shall provide to the Buyer at least (30) days' written notice by registered or certified mail, return receipt requested, addressed to the Buyer's risk manager, prior to cancellation or modification of any required insurance.

**Miscellaneous.** (1) Keep and maintain public records that ordinarily and necessarily would be required by the Buyer in order to perform the service. (2) Provide the public with access to public records on the same terms and conditions that the Buyer would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2017), as may be amended or revised, or as otherwise provided by law. (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. (4) Meet all requirements for retaining public records and transfer, at no cost, to the Buyer, all public records in possession of Physio-Control upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Buyer in a format that is compatible with the information technology systems of the Buyer.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

ATTEST:

CITY OF FORT LAUDERDALE

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

By: \_\_\_\_\_  
Lee R. Feldman, City Manager

Approved as to form:  
Cynthia A. Everett, City Attorney

BY: \_\_\_\_\_  
Rhonda Montoya-Hasan  
Assistant City Attorney

WITNESSES:

PHYSIO-CONTROL, INC.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Brian Mendonca, Vice President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

(Corporate Seal)

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Brian Mendonca as Vice President for Physio-Control, Inc. a Washington corporation authorized to transact business in the State of Florida.

SEAL

\_\_\_\_\_  
(Signature of Notary Public)  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_