

Thank you for considering Physio-Control

December 22, 2016

Shayla Parker
Guilford County Purchasing Department
301 West Market Street, Suite B-32
Greensboro, NC 27401

Re: Bid for Cardiac Monitor Maintenance for Guilford County EMS (Event 547-0)

Dear Ms. Parker,

Thank you for this opportunity to respond to the emergency medical equipment needs of the County of Guilford. Physio-Control, Inc. presents the following proposal for your consideration.

It has been our intent to provide the County of Guilford with all requested information in the proper format. Additionally, we have provided complete specifications and data sheets for the Technical Service for LIFEPAK 15[®] Monitor/Defibrillator. Please visit our website at www.physio-control.com for additional information about our LIFEPAK product lines, ADAPTIV[™] biphasic technology and the Physio-Control industry leading Field Service Network.

Physio-Control pioneered external defibrillation over 60 years ago and today continues to be the world market leader. We are passionate about the life saving tools we offer and would appreciate the opportunity to continue to share with you the unique features, technology and service benefits of Physio-Control.

If you have any questions regarding our response please contact Camila Carvalho directly at bidsinbox@physio-control.com, or at 425-867-4421.

Sincerely,



Andy Vanderklok
Associate Pricing Manager
Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA 98052-2003
Fax: 425-867-4970
bidsinbox@physio-control.com

Sections

1

2

3

4

5

Section 1



Guilford County h) V#

Exceptions to Invitation to Bid

Physio-Control, Inc. is taking the following exceptions and clarifications to the Event 547 for On-Site Comprehensive Service on existing Physio Control LIFEPAK® 15 Cardiac Monitors:

Specific Specifications

Payment Structure – Guilford County will be billed for the Comprehensive Service on an Annual basis. Invoices are due thirty (30) days from invoice date.

Additional Requirements:

- Term of the agreement is for five years with fixed rate pricing, however can be cancelled by the County at any time without penalty.
Guilford County may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Guilford County 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.
- If intermittent releases of software are made available by Physio, the customer shall be notified, and if deemed critical by the County, will be scheduled immediately for install and updates.
Updates are subject to the provisions below:
Update means a change to a device to enhance its current features, stability, or software. If Comprehensive Service is purchased, Physio-Control will install Updates 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.
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.

Guilford County's General Terms and Conditions

Section 16 and 17 are deleted in its entirety and replaced with the following:
Payment is due thirty (30) days from invoice date.



Event # 547-0

Name: Cardiac Monitor Maintenance

Reference: Cardiac Monitor Maintenance

Description: Guilford County is soliciting bids for the On-Site comprehensive service on existing Physi Control LifePak 15 Cardiac Monitors. Please read and follow the specifications as outlined.

Buyer: Shayla Parker, Buyer

Status: Open

Event Type: FORMAL BID PROCESS

Currency: USD

Category: EQUIPMENT

Sealed Bid: No

Respond To All Lines: No

Q & A Allowed: Yes

Number Of Amendments: 0

Preview Date:

Q & A Open Date: 12/09/2016 10:00:00 AM

Open Date: 12/09/2016 09:00:00 AM

Q & A Close Date: 12/15/2016 12:00:00 PM

Close Date: 12/29/2016 02:00:00 PM

Dispute Close Date:

Contacts

Name	Title	Email Address
Shayla Parker	Sr. Buyer	sparker3@myguilford.com

Questions

Question

Upon request are you willing to return all signed and notarized documents and affidavits attached to this bidding event? **Yes, Complies.**

Do you have the legal and binding authority to enter into a contract with Guilford County on behalf of your corporation or organization? **Yes, Complies.**

From the date of Notification Of Award, how many calendar days will it take to deliver the items requested or provide the service?

Physio-Control will use their best efforts to provide maintenance and service onsite as scheduled with Customer throughout the Term herein.

Event # 547-0: Cardiac Monitor Maintenance

Question

If you have not done business with Guilford County, North Carolina within the last twelve months, you must provide three references with whom you have done similar work within the last three years, who can vouch for the quality of your work. Please indicate their company name, contact person, address, phone number and email address for verification. If you have done business with Guilford County within the last twelve months, please so indicate, and provide the dates and nature of your work.

Physio-Control, Inc. has provided service to the Guilford County within the last twelve months. Please see a list of technical services provided in Section 1 of this Response.

Terms and Conditions

General Terms and Conditions for all bidding events.

[GC Terms and Conditions 3-07-16.pdf \(application/pdf\)](#)

My submission of a response to this event certifies that I agree to the non collusion agreement contained below:

Physio-Control's authorized agent agrees to the non collusion agreement contained below.

 Initials

1. The submitter of this document is the is acting as an agent for their company who is the respondent that has submitted the attached bid response.
2. The undersigned person is fully informed concerning the preparation and contents of the attached response and of all pertinent circumstances related to it, and is authorized to sign this affidavit. This affidavit is given under penalty of perjury as provided by law.
3. Such bid response is genuine and is not collusive or sham in anyway whatsoever.
4. Neither the person responding nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including the signer of this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit collusive or submit a sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached response or of any other responder, or, to fix any overhead, profit, or cost to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners, Guilford County or any person interested in the proposed contract.
5. The price or prices quoted in the attached response are fair and proper and are not derived by any collusion, conspiracy, connivance or unlawful agreement on the part of the respondent or any of its agents, representatives, owners, employees, or parties in interest.

E-Verify Affidavit

E-Verify Form

Event # 547-0: Cardiac Monitor Maintenance

[E-VERIFY AFFIDAVIT TEMPLATE - 1-1-2014.docx \(application/vnd.openxmlformats-officedocument.wordprocessingml.document\)](#)

Attachments

Attachment

Event#547-Cariac Monitor Specs.doc

Line Details

Line 1: Zone 2

Description: Please input price for the purchase ONE: Zone2: (26 to 50Mi) or (41 to 81Km). Please review the specific specifications as they are outlined in the bid specifications.

Item: ZONE 2 Zone 2

Commodity Code: 938-18 CPR Equipment Maintenance and Repair (Including CPR Manikin

Quantity: 4.0000 **UOM:** EA

Require Response: Yes **Price Breaks Allowed:** No **Alternate Items Allowed:** No

Add On Charges Allowed: No

Line 2: LIFEPAK 15 Service

Description: Please input price for the purchase ONE: LIFEPAK 15 Service - 4 YEAR. On-site Comprehensive Coverage. Please review the specific specifications as they are outlined in the bid specifications.

Item: LIFEPAK 15 SERVICE LIFEPAK 15 Service

Commodity Code: 938-38 First Aid and Safety Equipment (Except Nuclear and Welding)

Quantity: 55.0000 **UOM:** EA

Require Response: Yes **Price Breaks Allowed:** No **Alternate Items Allowed:** No

Add On Charges Allowed: No



GUILFORD COUNTY PURCHASING DEPARTMENT

Cardiac Monitor Maintenance for Guilford County Emergency Services Emergency Medical Services Division Event 547

General Specifications

Guilford County Emergency Services Department is soliciting bids for On-Site Comprehensive Service on existing Physio Control LifePak 15 Cardiac Monitors based on the specifications provided in this document and in accordance with the North Carolina Purchasing Laws and the Guilford County Purchasing Policies. This will be a Price Only Service Contract for one year, with three one year renewals.

Termination Clause: The Contract entered into as a result of this bid may be terminated upon 30 days' written notice by either party for any reason.

No bid deposit or performance bond will be required for this bid process.

There will not be a pre-bid conference held in connection with this bid package in that it is considered that the specifications contained herein fully cover the purchase intent.

ALL QUESTIONS must be submitted electronically by means of the Q & A Feature included within this bidding event. NO QUESTIONS will be answered by telephone, email, written correspondence or other means except as described herein. Answers to electronic questions properly submitted will be sent out electronically by means of the above described Q & A feature to all properly registered suppliers who received the Initial Notification of bidding event. Those suppliers who registered after the Event Preview date and time will not receive electronic correspondence relative to this Event. There shall be **no communication** with any Guilford County employees other than by means of the Q & A Feature or at the Pre-Proposal Conference. Violation of this requirement may invalidate your proposal.

Terms and Conditions the Non-Collusion and E-Verify Affidavit are attached to the event and should be reviewed and completed by request.

All bids must be submitted online via our online bidding system at: www.myguilford.com/sourcing before the close date and time of 2:00 pm December 29, 2016.

Please Note: Any and all documents required or selected to be submitted with this ~~Event 539~~ ^{Event 547-0} may be uploaded and attached to the event response or a hard copy of additional documents may be mailed or delivered to the Guilford County Purchasing Department, Attn: Shayla Parker, 301 West Market Street, Suite B-32,



Greensboro, North Carolina 27401. **All copies must be received in the Purchasing Department by the event close date and time. No Exceptions.**

Specific specifications

Guilford County currently has 55 of devices in use that were originally purchased in 2011. These devices have been maintained up to this time under a Comprehensive Contract Agreement offered by Physio Control.

On-Site Service – This sight will be set forth by Guilford County EMS with the location being within Guilford County. The annual service will be scheduled by the awarded vendor within thirty (30) days of the expected arrival of the service technician. **Yes, Complies.**

Comprehensive Service – Shall include any updates to software offered by Physio Control and any adjustments deemed to maintain the equipment in satisfactory operating condition. All components within the device must be calibrated and all mechanical operations must be checked and adjusted if necessary. All outputs will be measured and verified. All Electrical safety check must be performed in accordance with National Fire Protection Association (NFPA) guidelines. **Yes, Complies. Please refer to Section 3 of this response for clarification on updates and upgrades.**

This **Comprehensive Coverage** shall include the following:

- Telephone support **Yes, Complies.**
- Loaner devices should a device need to be removed from service for repairs. This device will be setup identical to the device (software) as currently being utilized by Guilford County Emergency Services. **Complies.**
- Written reports of all actions taken and or recommended by the technician. All equipment or materials replaced shall be included within this report. **Yes, Complies.**
- All software upgrades provided by Physio Control will be annually updated on all devices **Yes, Complies. Provided that such updates are installed at the time of regularly scheduled services.**
- Service Technician shall be certified by Physio Control. **Yes, Complies.**
- All parts replaced shall be originally manufactured parts by Physio Control. **Yes, Complies.**

Battery Replacement – Batteries shall be replaced with Physio Control distributed batteries ONLY. Battery replacement shall be a one for one replacement and will be handled when identified by Guilford County as inefficient to provide satisfactory performance of the device. This shall be handled by contacting the service technician with the number of batteries needed and the same amount will be returned to the awarded service company. **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.**

Payment Structure – Guilford County will be billed for the Comprehensive Service on an Annual basis

Additional requirements:

- **Term of the agreement is for five years with fixed rate pricing,** however can be cancelled by the County at any time without penalty
- Guilford county has other Lifepak 15's on other service agreements. At the time of their expiration, they will be allowed to add this service to those devices with prorating of the fee to align all maintenance into one contract.



- If intermittent releases of software are made available by Physio, the customer shall be notified, and if deemed critical by the County, will be scheduled immediately for install and updates.

Software updates released by Physio-Control are installed at the time of the next scheduled preventative maintenance . If the County desires this update to be installed at an off cycle time, the county would be responsible for labor and travel at the then current rates.

STATE OF ~~NORTH CAROLINA~~ Washington

AFFIDAVIT

COUNTY OF ~~GUILFORD~~ King

I, Andy Vanderklok, Assoc. Pricing Manager (the individual attesting below), being duly authorized by and on behalf of
Physio-Control, Inc. (the entity bidding on project hereinafter "Employer") after first being duly
sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5). Yes, Complies.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Yes, Complies.
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
 - a. YES ____; or,
 - b. NO X Physio-Control, Inc is located in the State of Washington and the majority of its employees are employed in this jurisdiction.
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 22 day of December, 2014, 2016

Signature of Affiant

Print or Type Name: ANDREW VANDERKLOK

State of Washington ~~North Carolina~~ County of King ~~Guilford~~

Signed and sworn to (or affirmed) before me, this the 22nd

day of December, 2014.

My Commission Expires: 7/26/2020

Brent Van Fossen
Notary Public

(Affix Official/Notarial Seal)





Guilford County's General Terms and Conditions

1. This bid package serves as official notice that GUILFORD COUNTY is soliciting and will receive bids for the item(s) and/or service(s) stated on the event cover page and outlined in the bid specifications. Bids shall be submitted by mail or hand delivered to the location named in the solicitation or electronically via www.myguilford.com by the event close date and time specified in the bid package.
2. All addenda to this bid package will be issued electronically. No oral changes made by anyone shall affect this bid package.
3. The official bid price, quote, and response for the RFP, RFQ, or otherwise instructed; shall be signed by a duly authorized person acknowledging full understanding of the bid information and all addenda. The signature shall be witnessed and the Corporate Seal affixed if a corporation. The exact legal name of the corporation or other entity shall be provided.
4. Price quote(s) shall be net, and include all discounts and delivery charges to GUILFORD COUNTY. In cases of difference(s) between unit price and total price, unit price shall prevail unless otherwise noted.
5. Items and services bids are for delivery or completion as soon as possible unless otherwise stated. Delivery or completion dates could therefore be important in making the final determination of award.
6. State and local sales taxes are not to be included in quotes, but they are to be added later to all invoices shown as a separate line item for payment. Federal (sales-excise) taxes, where applicable, are to be included in quotes as they are part of the purchase price.
7. All Formal Bids will be publicly opened and recorded at the date and time specified by and in the Purchasing Department. It is GUILFORD COUNTY'S policy to announce the award electronically. All other information, except that specifically noted by the Supplier as being of a **Confidential** nature, becomes public record in accordance with N.C. GS 132 and other applicable North Carolina laws. All interested parties are invited to attend any Formal Bid opening.

8. All Informal Bids will NOT be publicly opened and recorded at the date and time specified by and in the Purchasing Department. It is GUILFORD COUNTY'S policy to announce the award electronically. All other information, except that specifically noted by the Supplier as being of a Confidential nature, becomes public record in accordance with N.C. GS 132 and other applicable North Carolina laws after the award is made.
9. GUILFORD COUNTY will have a period of thirty (30) days, unless otherwise stated, after opening the bid package to analyze and award to the lowest responsive and responsible bidder taking into account; service, quality, delivery date, past performance and price. At that time, the successful vendor shall promptly enter into a contract acceptable to GUILFORD COUNTY.
10. Events/Bids that exceed \$90k for the purchase of apparatuses, supplies, equipment, and/or services and construction or construction repair contracts (greater than \$500,000) require final approval of the GUILFORD COUNTY Board of Commissioners who normally meet in open session two (2) times each month, the first and third Thursdays at 5:30pm in Old County Courthouse. Everyone is invited to attend those meetings. Note: Other contracts may in the sole discretion of the County, may require Board of County Commissioners Approval.
11. A bid bond or deposit may be required for Construction or repair contracts (at least 5% of bid amount, Formal Bids (\$500,000 and above) and for Purchase contract it is not required. If this is the case, it will be clearly stated in the Event specifications for each bid package. If a bid deposit is required, it should be submitted in the form of cash, cashier's check, certified check, or bid bond. The checks shall be drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation; and bond shall be a corporate surety licensed under the State of North Carolina. The obligee in either check or bond shall be GUILFORD COUNTY. In addition to the bid deposit or bid bond, some bids may require a separate performance bond and/or payment bond as provided by law in the amount of the contract by the awarded vendor(s). Construction or repair contracts (100% of contract amount (each contract over \$50,000 of project costing over \$300,000 - G.S. 143-129(c); G.S. 44A-2; Purchase Contracts it is not a requirement. If this is required, it will be clearly stated in the bid specifications. In place of a bond; cash, cashier's check, certified check or government securities shall be acceptable.
12. If bid deposit checks are received, they will be returned to all suppliers when the successful supplier has been awarded a contract by GUILFORD COUNTY. The successful vendor's deposit check will be returned when the required contract has been executed.
13. GUILFORD COUNTY'S MWBE participation goal is 10% in accordance with N.C.G.S. 143-28.2(e) (3) and 143-129(b). This 10% percent is a goal, and is not a requirement, demand, set aside or guarantee to minority/women businesses.
14. GUILFORD COUNTY reserves the right to reject any and all bids if it is in the best interest of the County.
15. In case of default by the vendor, GUILFORD COUNTY shall retain the bid deposit or call upon the bid bond surety unless otherwise provided by law.
16. GUILFORD COUNTY'S policy is Net 30 days upon completion and acceptance. In the case of some longer term projects, GUILFORD COUNTY may choose to release partial payments to the vendor each month based on 90% of the estimated value of work completed. The final payment will be released within thirty (30) days or less after the satisfactory completion of all work, its acceptance by GUILFORD COUNTY, and the settlement of all other claims and accounts.

17. In the case of continuing service type contracts, payment(s) will be made monthly or as otherwise agreed upon.
18. It is GUILFORD COUNTY'S policy to conduct all purchasing within the North Carolina State Laws and Guilford County Purchasing Policy. To provide each vendor/supplier an equal opportunity to participate and to award on a best value basis. In order to accomplish our policy, we intend to make every vendor/supplier aware of each purchasing opportunity. Contracts shall be awarded to the lowest responsive and responsible bidder(s) based on quality, past performance, and the time specified in the proposal of the contract. Vendors/suppliers should register online for bidding opportunities at: www.myguilford.com/purchasing
19. A Material Safety Data Sheet (MSDS) shall be furnished to GUILFORD COUNTY for any/all products purchased that contain hazardous material and/or components.
20. Any vendor/supplier performing work on GUILFORD COUNTY's property is required to have and maintain adequate Liability and Worker's Compensation Insurance as laid out in the bid package that will fully protect GUILFORD COUNTY from any damages to property and/or persons caused by the vendor/supplier.
21. The successful supplier/vendor shall be required, and is responsible, to take Affirmative Action to employ Disabled Veterans and Veterans of the Vietnam era, including listing vacancies with the North Carolina Employment Security Commission, under 42 US Code 4212 and applicable regulations thereafter.
22. The successful vendor/supplier shall be required, and is responsible, to take Affirmative Action in complying with all Federal and State requirements concerning fair employment without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.
23. The successful vendor/supplier shall be required to employ in the workforce only those laborers whose employment is consistent with all applicable State and Federal Laws including E-Verify requirements. The successful vendor/supplier, and each subcontractor, shall prior to performance of the work, receive clear written evidence from each laborer, that said laborer may lawfully be employed. Said evidence shall immediately be submitted to the County. Failure of said vendor/supplier or subcontractor to receive, retain and/or provide to the County such evidence shall constitute a material breach of the contract with the County.
24. The successful vendor/supplier is responsible for compliance with all applicable Local, State, and Federal laws, including all state and local permits, licenses and fees.
25. If the vendor/supplier should undergo merger, acquisition or any change in their ownership or their name for any reason, the provider shall immediately notify GUILFORD COUNTY in writing of these changes and provide GUILFORD COUNTY with legal documentation supporting these changes such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, the vendor/supplier shall submit the name and address of their registered agent for service of process and/or all notices required under the contract(s). This contract shall not be assumed or otherwise transferred to another party by the vendor/supplier without the express written consent of GUILFORD COUNTY, which said consent will be evidenced by acceptance memo, letter or email from the GUILFORD COUNTY MANAGER or his designee to the original vendor/supplier under the contract and the assuming vendor/supplier.
26. Provider shall operate as an independent vendor/supplier for all purposes. The parties agree to each be solely responsible for their own acts of omissions in the performance of each of their individual duties hereunder, and shall be

financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from or attributable to any and all of their individual acts or omissions to the extent allowable by law.

27. **Iran Divestment Act of 2015.** In accordance with N.C.G.S. §143C-6A-5 and other applicable sections of N.C.G.S. §143C-6A regarding the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

28. This contract and all other related agreements are governed by the Laws of Guilford County in the State of North Carolina.

Technical services provided by Physio-Control, Inc. to the County of Guilford County, NC with the last twelve months.

1 of 2

County of Guilford, NC

1002 Meadowood St, Greensboro, NC 27409	9/8/2016	Preventive Maintenance
1002 Meadowood St, Greensboro, NC 27409	9/8/2016	Preventive Maintenance
1002 Meadowood St, Greensboro, NC 27409	9/8/2016	Preventive Maintenance
1002 Meadowood St, Greensboro, NC 27409	9/7/2016	Repair
1002 Meadowood St, Greensboro, NC 27409	9/7/2016	Preventive Maintenance
1002 Meadowood St, Greensboro, NC 27409	9/7/2016	Repair
1002 Meadowood St, Greensboro, NC 27409	9/7/2016	Preventive Maintenance
1002 Meadowood St, Greensboro, NC 27409	9/7/2016	Preventive Maintenance
1002 Meadowood St, Greensboro, NC 27409	9/7/2016	Preventive Maintenance
1002 Meadowood St, Greensboro, NC 27409	9/7/2016	Preventive Maintenance
1002 Meadowood St, Greensboro, NC 27409	9/7/2016	Preventive Maintenance
1002 Meadowood St, Greensboro, NC 27409	9/7/2016	Preventive Maintenance
1002 Meadowood St, Greensboro, NC 27409	9/7/2016	Preventive Maintenance
1002 Meadowood St, Greensboro, NC 27409	9/7/2016	Repair
1002 Meadowood St, Greensboro, NC 27409	9/6/2016	Repair
1002 Meadowood St, Greensboro, NC 27409	9/6/2016	Preventive Maintenance
1002 Meadowood St, Greensboro, NC 27409	9/6/2016	Preventive Maintenance
1002 Meadowood St, Greensboro, NC 27409	9/6/2016	Repair
1002 Meadowood St, Greensboro, NC 27409	9/6/2016	Preventive Maintenance
1002 Meadowood St, Greensboro, NC 27409	8/19/2016	Repair
1002 Meadowood St, Greensboro, NC 27409	7/8/2016	Repair
1002 Meadowood St, Greensboro, NC 27409	7/8/2016	Repair
1002 Meadowood St, Greensboro, NC 27409	7/1/2016	Repair
1002 Meadowood St, Greensboro, NC 27409	6/16/2016	Repair
1002 Meadowood St, Greensboro, NC 27409	6/3/2016	Repair
1002 Meadowood St, Greensboro, NC 27409	5/11/2016	Preventive Maintenance
1002 Meadowood St, Greensboro, NC 27409	5/11/2016	Repair
1002 Meadowood St, Greensboro, NC 27409	3/15/2016	Repair

Section 2



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 800.732.0956

To Daren Nunn
GUILFORD CTY EMERGENCY SE
1002 MEADOWOOD ST
GREENSBORO, NC 27409
(336) 641-6984
daren.nunn@guilford-es.com

Quote Number 00063886
Revision # RENEWAL
Created Date 12/20/2016
Sales Consultant MaryCotton
704-438-2347
FOB Redmond, WA
Terms All quotes subject to credit approval and the
following terms and conditions
NET Terms NET 30

Renewal of PB16H220

Coverage Period: 1/01/2017-12/31/2021
Payable in ANNUAL Installments
15% discount on accessories and electrodes
Fax: 800-772-3340
Territory Code: EAAA58

Expiration Date 1/31/2017

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
50999-000118	Zone2: (26 to 50Mi) or (41 to 81Km)	5.00	79.00	0.00	79.00	395.00
LP15-OSCOMP-1-POS	LIFEPAK 15 Service - 1 YEAR. On-site Comprehensive Coverage.	55.00	1,680.00	-252.00	1,428.00	78,540.00
LP15-OSCOMP-4-POS	LIFEPAK 15 Service - 4 YEAR. On-site Comprehensive Coverage. Annual Payments.	55.00	6,720.00	-1,008.00	5,712.00	314,160.00

Subtotal	USD 393,095.00
Estimated Tax	USD 31,447.60
Estimated Shipping & Handling	USD 0.00
Grand Total	USD 424,542.60

Pricing Summary Totals	
List Price Total	USD 462,395.00
Total Contract Discounts Amount	USD -55,440.00
Total Discount	USD -13,860.00
Trade In Discounts	USD 0.00

GRAND TOTAL FOR THIS QUOTE

USD 424,542.60

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number SC/00075301/101076

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.

Limited Warranty

US/Canada/Latin America/South America

Subject to the limitations and exclusions set forth below, the following Physio-Control products which are purchased from authorized Physio-Control representatives or authorized resellers for use in the United States of America, Canada, Latin America and South America and are used in accordance with their instructions, will be free from defects in material and workmanship appearing under normal service and use as defined below.

Eight Years:

- New LIFEPAK CR® Plus automated external defibrillator and internal battery system

Five Years:

- New LIFEPAK® 15 monitor/defibrillator series, used in clinic and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 12 defibrillator/monitor, used in clinic and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 20 defibrillator/monitor family of products, used in clinics and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 1000 defibrillators
- New LIFEPAK EXPRESS® automated external defibrillator and internal battery system

Two Years:

- CodeManagement Module™ for use with the LIFEPAK 20/20e defibrillator/monitor
- New Trainer 1000 trainer

One Year:

- New LIFEPAK 15 monitor/defibrillator series, which includes use in out-of-hospital and mobile applications
- New LIFEPAK 12 defibrillator/monitor series, which includes use in out-of-hospital and mobile applications
- RELI™ LIFEPAK 12 defibrillator/monitor series
- New LUCAS® Chest Compression System
- New LIFEPAK 500T trainer
- New LIFEPAK CR-T trainer
- Internal Battery System for LIFEPAK 20 defibrillator/monitor family of products
- Battery charging systems and power adapters
- All batteries and battery paks, excluding CHARGE-PAK™ Charging Unit
- Masimo SET® Rainbow® patient cables and reusable sensors
- New TrueCPR™ Coaching Device

180 Days:

- Masimo® SET SpO₂ only patient cables and reusable sensors

90 Days:

- CHARGE-PAK Charging Unit (external system) for LIFEPAK CR Plus defibrillator
- Installed customer repair parts
- All other product accessories

30 Days:

- Internal paddles and internal paddle handles

(continued on back)

Limited warranty time limits begin on the date of delivery to the First Owner.¹

Physio-Control warrants neither error-free nor interruption-free performance. The sole and exclusive remedy of the First Owner under this Limited Warranty is repair or replacement of defective material or workmanship at the option of Physio-Control. To qualify for the repair or replacement, the product must have been continuously owned by the First Owner and not have been repaired or altered outside of an authorized Physio-Control factory in any way which, in the judgment of Physio-Control, affects its stability and reliability. The product must have been used in accordance with applicable operating instructions and in the intended environment or setting. The product must not have been subjected to misuse, abuse or accident.

Physio-Control, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Physio-Control at the purchaser's facility or an authorized Physio-Control facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Physio-Control, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

Except for the Limited Warranty provided above, **PHYSIO-CONTROL MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE.** THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. PHYSIO-CONTROL IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

ANY LEGAL ACTION ARISING FROM THE PURCHASE OR USE OF PHYSIO-CONTROL PRODUCTS SHALL BE COMMENCED WITHIN ONE YEAR FROM THE ACCRUAL OF THE CAUSE OF ACTION, OR BE BARRED FOREVER. IN NO EVENT SHALL PHYSIO-CONTROL'S LIABILITY UNDER THIS WARRANTY OR OTHERWISE EXCEED THE GREATER OF \$50,000 OR THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE CAUSE OF ACTION.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state or country to country.

¹ First Owner means the first purchaser or lessee of the products listed above, directly from Physio-Control, through a Physio-Control corporate affiliate, or from an authorized Physio-Control reseller, and includes the invoiced purchaser's corporate affiliates, and their respective employees, officers and directors.

Physio-Control will pass through warranties offered by Third Party Manufacturers.

For further information, please contact Physio-Control at 800.442.1142 (U.S.), 800.895.5896 (Canada) or visit our website at www.physio-control.com



Physio-Control Headquarters

11811 Willows Road NE
Redmond, WA 98052
www.physio-control.com

Customer Support
P. O. Box 97006
Redmond, WA 98073
Toll free 800 442 1142
Fax 800 426 8049

Physio-Control Canada

Physio-Control Canada Sales, Ltd.
7111 Syntex Drive, 3rd Floor
Mississauga, ON
L5N 8C3
Canada
Toll free 800 895 5896
Fax 866 430 6115

Physio-Control, Inc. Returned Product Policy

If Customer desires to return a purchased product, Customer must call its local Physio-Control representative or the Physio-Control regional sales office for information on credit or replacement of any purchased and non-expired product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the product to Physio-Control in its original packaging, unopened, and undamaged, except for product that was received in a damaged condition or as otherwise authorized by Physio-Control, which product may be returned in its existing condition. Physio-Control will not accept the return of a non-defective and conforming product if Customer breaks the security seal on the product.

Physio-Control will provide an RMA and accept the return of any product under any of the following circumstances:

- a) Physio-Control shipped the product in error;
- b) Customer received the product after the product's expiration date;
- c) Customer received the product in a damaged condition;
- d) The product is recalled and must be removed from the market; or
- e) Physio-Control specifically authorizes the return of the product (a 15% restocking fee may apply).

Product must be returned within 30 working days from the date the Customer receives the product or within 30 working days from the date the Customer receives notice of recall, if applicable. Upon receipt of a properly returned product, Physio-Control will apply a full credit to Customer's account or provide replacement. Customer is advised that product returned without an RMA number, or not otherwise authorized, will not be accepted and will be returned to Customer at Customer's expense.

For further information, please contact Physio-Control at 800.442.1142 or visit our website at www.physio-control.com.

Section 3

Help ensure the integrity
of your lifesaving system.





"I consider our technician an integral part of our team. In addition to his service professionalism, he appears to care deeply about us and the patients we treat."

— Physio-Control Service Customer

You are committed
to helping your community.

We are committed
to helping you.

**At Physio-Control, we understand maintaining
emergency medical technology.**

We know that every day, people rely on you—and that you rely on your equipment. You make sure to have the best devices available, and you expect them to be ready at all times. In a fast-paced environment, it is critical they work how and when you need them.

Now you can rely on us to help ensure your devices are always ready. With a service plan from Physio-Control, you'll get a dedicated equipment manager who works as part of your team. Our experienced service representatives boast the longest tenure in the industry—an average of 14 years—making them true partners who understand and anticipate your needs. Because we know when lives are at stake, you need more than just great devices.

You need exceptional service.

**“Your prompt and professional service is
the main reason we will continue to keep
Physio-Control as the only vendor for our
medical electronic devices.”**

— Physio-Control Service Customer



The Physio-Control difference.

No matter what type of Physio-Control devices you have, our market-leading service plans can help protect your equipment—and the people who depend on that equipment.

Our service plans provide everything from preventive maintenance and software updates to discounts and training classes, all giving you the peace of mind to do your job with confidence.

You'll find that other manufacturers can't match our level of service and experience. Our service representatives are highly-trained and spend approximately 1,500 hours in the field each year, giving them the ability to quickly identify and repair potential issues before they become problems.

Whether you need service on a defibrillator in the middle of the night or simply want help updating your software, your local representative will always strive to respond by phone within two hours and complete your service request within 24 hours. After all, we understand that hospitals work around the clock. That's why you need a partner who does, too.



Benefits of a service plan.

Fixed Costs

A service plan allows annual costs to be fixed for budgetary purposes, and eliminates unpredictable service costs. Signing up at the time of purchase can lock in a lower renewal rate for the future.

Training

Our training classes help educate biomedical engineers so they have the expertise to properly service Physio-Control devices.

Savings & Discounts

Customers with a service plan save money per device each year. Discounts on upgrades and disposables help you save money and allow one-stop shopping for cardiac accessory needs.

Documentation

Hard copy documentation of quality assurance inspection(s) and repairs are provided to indicate your product(s) meet factory specifications.

**90% of our customers
renew their current
service plans each year.**

Choose Your Service Plan

Physio-Control Technical Service Plans are designed to provide consistent support when you need it most. No matter which program you choose, your Technical Service Plan will provide you with:

- a dedicated, experienced service representative
- telephone support
- fixed service costs
- 17% discount on software/hardware upgrades (major, standalone version of software or the addition of features or capabilities to a device)
- 15% discount on disposables
- loaner devices if equipment must be removed from service for repairs
- written reports of actions taken or recommended and identification of any materials replaced or recommended for replacement

Repair Plus Service Plan

Protects you from the expense of unplanned service calls post-warranty. The service includes repairs, Battery Replacement Service, and parts and labor necessary to restore equipment to manufacturer specifications.

Preventive Maintenance Plan

Provides inspections and adjustments to maintain equipment in satisfactory operating condition. You can decide how many quality assurance inspections you would like per year. Inspections include tests, measurements and a thirty-point evaluation of equipment.

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.

Battery Replacement Service Plan

Means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or equipment covered. 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.

Comprehensive Service Plan

Combines the benefits of Repair Plus and Preventive Maintenance Services. Comprehensive Service includes inspections at regularly scheduled intervals, Battery Replacement Service, parts and labor necessary to restore equipment to manufacturer specifications, and inspections to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with NFPA guidelines. Software updates are provided at no cost, provided such updates are installed at the time of regularly scheduled services.

Specific Services Offered By Device

In addition to the services set forth above, equipment is eligible for device-specific entitlements.

LIFEPAK® 15 Monitor/Defibrillator

- 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 covered by a Service Plan and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service: For each LIFEPAK 15 device covered by a Service Plan, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions or upon battery failure



LIFEPAK 12 Defibrillator/Monitor

- Standard detachable hard paddles repair or replacement
- REDI-CHARGE battery charger (catalog #11141-000115) repair or replacement of one for each LIFEPAK 12 defibrillator/monitor covered by a Service Plan and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service: Replacement of failed internal coin cell batteries; and
 - For each LIFEPAK 12 device covered by a Service Plan, replacement of up to four (4) Physio-Control FASTPAK® batteries, FASTPAK 2 batteries, LIFEPAK SLA batteries
 - LIFEPAK NiCd batteries in accordance with the device Operating Instructions or upon battery failure; or
 - For each LIFEPAK 12 device covered by a Service Plan, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions or upon battery failure



Choose Your Service Location

On-Site Service

Highly-trained and authorized representatives with detailed technical knowledge and diagnostic capabilities quickly identify problems and provide maintenance onsite. Where possible, repairs are made at your facility, with original manufacturer parts, for maximum uptime and minimal demand on your equipment. 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 onsite. 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

For customers located at least 50 miles from a field technical service representative, ship-in service is available. Your device can be shipped to the nearest service center for repairs and inspections. We use only original manufacturer parts and services will be performed at a designated Physio-Control facility. Customer is responsible for round-trip freight for Covered Equipment.

Service Features

LOANERS. If Covered Equipment must be removed from use to complete repairs, 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 removed Covered Equipment or Physio-Control's request.

UPDATES are changes to a device to enhance its current features, stability or software. If Comprehensive Service is selected, Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. Updates for equipment on Repair Plus or Preventive Maintenance Service, or at a time other than regularly scheduled Comprehensive 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 are major, standalone versions 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 the plan. Upgrades are available at a rate of 17% off the then-current list price.

Service plans do not include: 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; replacement or repair of cases; repair or replacement of items not originally distributed or installed by Physio-Control; Upgrades and installation of Upgrades.

LIFEPAK 20/20e Defibrillator/Monitor

- Standard detachable hard paddles repair or replacement
- Battery Replacement Service
 - For each LIFEPAK 20/20e device covered by a Service Plan, replacement of one (1) LIFEPAK 20/20e internal battery in accordance with the device Operating Instructions or upon battery failure
 - Replacement of failed internal coin cell batteries
- CodeManagement Module® inspection, only with scheduled LIFEPAK 20/20e devices being serviced



LIFEPAK 1000 or 500 Automated External Defibrillator

- QUIK-COMBO® patient simulator repair or replacement of one (1) for each LIFEPAK 1000 or 500 AED covered by a Service Plan and as determined necessary by Physio-Control
- LIFEPAK 1000 or 500 AED battery charger repair or replacement of one for each LIFEPAK 1000 or 500 AED covered by a Service Plan and as determined necessary by Physio-Control
- Battery Replacement Service
 - For each LIFEPAK 1000 or 500 AED covered by a Service Plan, replacement of up to one (1) LIFEPAK 1000 or 500 defibrillator rechargeable battery pak in accordance with the device Operating Instructions or upon battery failure; or
 - For each LIFEPAK 1000 or 500 AED covered by a Service Plan, replacement of up to one (1) LIFEPAK 1000 or 500 defibrillator non-rechargeable battery pak in accordance with the device Operating Instructions or upon battery failure



LUCAS® 2 Chest Compression System

- Battery Replacement Service: For each LUCAS 2 device covered by a Service Plan, replacement of one (1) LUCAS 2 battery in accordance with the device Operating Instructions or upon battery failure
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary



LUCAS 1 Chest Compression System

- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary

For further information, please contact Physio-Control at 800.442.1142 (U.S.), 800.895.5896 (Canada) or visit our website at www.physio-control.com



Physio-Control Headquarters

11811 Willows Road NE
Redmond, WA 98052
www.physio-control.com

Customer Support

P. O. Box 97006
Redmond, WA 98073
Toll free 800 442 1142
Fax 800 426 8049

Physio-Control Canada

Physio-Control Canada Sales, Ltd.
7111 Syntex Drive, 3rd Floor
Mississauga, ON
L5N 8C3
Canada
Toll free 800 895 5896
Fax 866 430 6115

Section 4



About Physio-Control

The pioneer in portable defibrillation and monitoring technology, Physio-Control continues to define the standard for cardiac emergency care equipment, solutions and services.

Physio-Control is the world leader in developing, manufacturing, selling and servicing emergency care products. The company pioneered defibrillation technology over 55 years ago and continues to design and develop advanced emergency medical devices for in-hospital and out-of-hospital use. The company's LIFEPAK® defibrillators have been carried to the top of Mount Everest and launched into orbit on the International Space Station. More than 800,000 units are in use today on fire and rescue rigs, ambulances, hospital crash carts, and in thousands of public access locations worldwide.

Physio-Control employs over 1000 Team Members worldwide. Approximately 700 of these team members are based in Redmond, Wash., the company headquarters.



Vision and Mission

Physio-Control has been involved in emergency medical care for more than 55 years and leads the industry in developing products that monitor or treat patients in emergency medical situations.

Physio-Control develops technologies and designs devices according to the unique needs of our customers and our goal is to provide complete solutions for cardiorespiratory emergencies. Everything is designed for customers, to work with them—whether it is accessories, disposables, flexible energy dosing, or data management solutions that help them capture patient data and learn from it to improve patient care.

Physio-Control approaches product development with the values our customers expect front and center: quality, innovation, durability and reliability. We hold ourselves to rigorous quality and innovation standards, and firmly believe that good enough is never good enough when you are talking about devices used on a daily basis in a variety of emergency care environments. At Physio-Control, we are always innovating our product and clinical technologies and looking for ways to improve our processes—because our customers and their patients depend on it.

VISION: A world in which no person dies suddenly as a result of a cardiorespiratory event.

MISSION: We provide lifesaving tools for lifesaving teams.



Building on a Proud Legacy of Firsts

Dr. Karl William Edmark, a cardiovascular surgeon determined to reduce the number of sudden deaths during cardiac surgery, founded Physio-Control Corporation in 1955. His research showed that a very brief electrical current could correct an abnormal heart rhythm, and led to the development of the first commercial defibrillator. This discovery enabled Physio-Control to dramatically change the face of emergency medical care.

1968

The first LIFEPAK defibrillator, the **LIFEPAK 33** defibrillator/cardiograph, included a built-in battery for mobile use to meet the needs of the fledgling paramedic market. A “90 day wonder,” the 33 was designed, fabricated, assembled and tested in just three months. It won wide acclaim for being the first truly portable defibrillator/cardiograph.

1972

Physio-Control introduced the **LIFEPAK 2** defibrillator/monitor, designed for use in hospitals as well as the nation's new emergency vehicle program. It was the first portable defibrillator to allow transmission of the patient's ECG (electrocardiogram) signals by telephone.

1976

The **LIFEPAK 5** defibrillator/monitor, smaller and lighter than earlier competition by 45 percent, was introduced. The 5

weighed only 19 lbs. and soon became the standard for prehospital use worldwide. Designed for use by paramedics and emergency field personnel, a modified LIFEPAK 5 unit accompanied the 65-member American Medical Expedition to Mt. Everest in 1981 and the China-Everest Expedition in 1982.

1989

Physio-Control launched the **LIFEPAK 10** defibrillator/monitor/pacemaker. Specifically designed to meet stringent size, weight and durability requirements for the paramedic and the hospital transport markets, the 10 was the first portable defibrillator/monitor with an integral external pacemaker. This evolution of the LIFEPAK 5 defibrillator also added extra battery capacity and CODE SUMMARY™ critical event record documentation for collecting patient information.

1991

The **LIFEPAK 9P** defibrillator/monitor/pacemaker was equipped with a Shock Advisory Adaptor that converted the product to a hospital automated external defibrillator (AED).

1995

We introduced the **LIFEPAK 11** monitor/defibrillator, which helped define the standard in prehospital 12-lead ECG management by obtaining an electrocardiogram (ECG) representation of the heart's electrical activity recorded from electrodes on the patient's body and providing a diagnostic tool in the prehospital setting.



1998

The **LIFEPAK 12** defibrillator/monitor series revolutionized acute cardiac care with expanded diagnostic and monitoring capability. The 12 packs multi-parameter, therapeutic and diagnostic functions into a single device designed for both prehospital and hospital users. The innovative platform design provides full-featured, escalating energy up to 360 joules and industry standard monitoring including SpO₂, EtCO₂, 12-lead ECG, NIBP and invasive pressures.

1999

The **LIFENET® System** became the first data management solution to merge 12-lead ECG information across a tiered platform from the field (EMS) to the hospital emergency room or medical personnel's handheld devices.

2002

The **LIFEPAK CR® Plus** automated external defibrillator (AED) launched as the first fully automatic AED (does not require the responder to push the shock button) in the marketplace.

The **LIFEPAK 20** defibrillator/monitor was released in the hospital marketplace. Compact and lightweight, the 20 combines AED functionality with manual capability.

2006

The **LIFEPAK 1000** defibrillator was introduced as the newest AED in the market designed for professional responders. It is small, lightweight and sturdy, with a durability rating of IP55. In 2008 NASA evaluated 18 AEDs in the marketplace and selected the LIFEPAK 1000 defibrillator to protect astronauts aboard the International Space Station.

2007

LUCAS® 1 chest compression system is introduced to U.S. market. Built by Jolife in Sweden and distributed worldwide by Physio-Control.

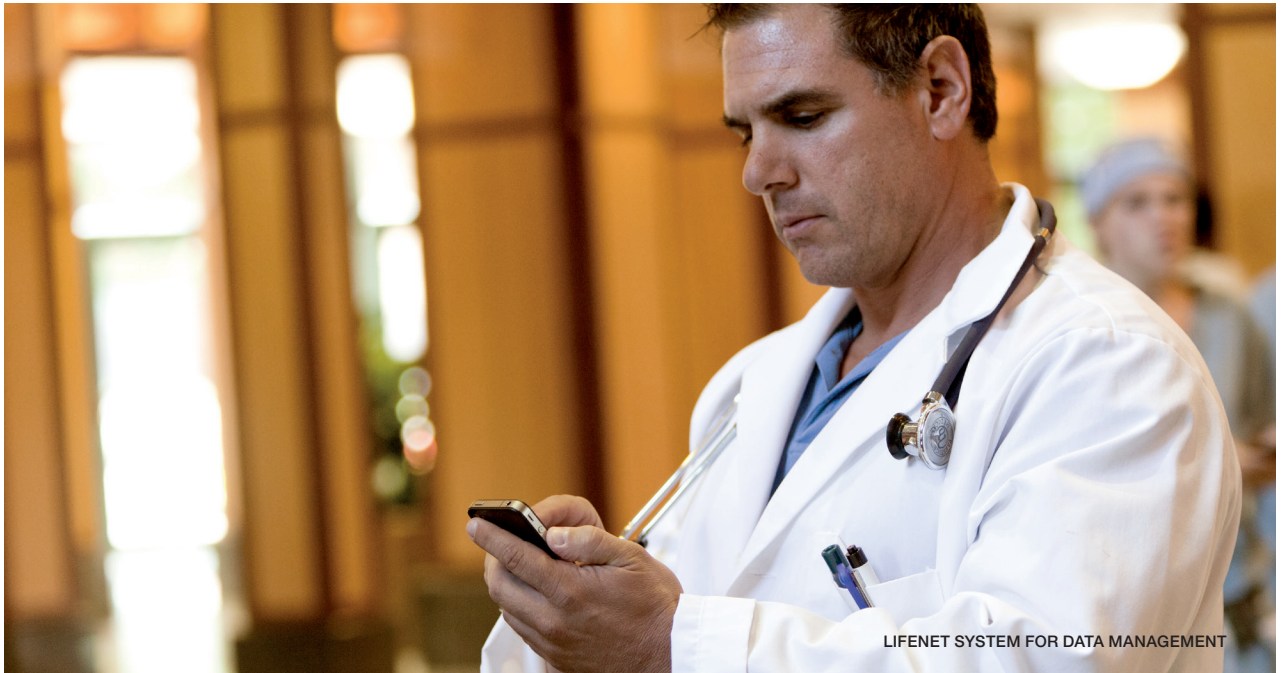
2008

Building on the design of its predecessor, the **LIFEPAK 20e** defibrillator/monitor was introduced for a range of hospital settings. It skillfully combines AED functionality with manual capability so that clinicians trained in advanced cardiac life support (ACLS) can quickly and easily deliver advanced diagnostic and therapeutic care. Clinically advanced and packed with power, the 20e uses Lithium-ion battery technology that provides extended operating time for transporting patients from one area of the hospital to another and includes ADAPTIV™ biphasic technology up to 360 joules.

Physio-Control released the **LIFENET System** as the first web-based STEMI (ST-segment Elevated Myocardial Infarction) management solution. The LIFENET System enables seamless, secure and flexible flow of 12-lead ECG data from prehospital to hospital to quickly identify STEMI patients. It also helps improve door-to-balloon time and reduce false-positive cath lab activations.

2009

Physio-Control launched the **LIFEPAK 15** monitor/defibrillator—the new standard in emergency care for ALS teams who want the most clinically innovative, operationally innovative and LIFEPAK TOUGH™ device available today.



2009

LUCAS® 2 chest compression system introduced. All-new battery powered version designed to provide effective, consistent and uninterrupted compressions.

2010

LIFENET® System 4.1 introduced with first to market feature allowing integration of data from multiple vendors' 12-lead management systems.

LIFENET® System 5.0 is introduced providing EMS and hospital care teams with reliable, quick access to clinical information through a secure, web-based platform, helping to improve patient care flow and operational efficiency.

CODE-STAT™ 9.0 data review software is a retrospective analysis tool that provides easy access to data, reports and post-event review.

2011

An enhanced version of the **LIFEPAK® 15** monitor/defibrillator is introduced adding continuous temperature monitoring and external AC power capability.

2013

TrueCPR™ coaching device is launched to help responders optimize their manual CPR performance.

The **CodeManagement Module™** is introduced which adds waveform capnography and wireless connectivity to LIFEPAK 20 and 20e defibrillator/monitors.

Section 5

Physio-Control Family of Products and Services

Defibrillators/Monitors



LIFEPAK CR® Plus Automated External Defibrillator (AED)

Featuring the same advanced technology trusted by emergency medical professionals—yet simple to use—the fully automatic LIFEPAK CR Plus AED is designed specifically for the first person to respond to a victim of sudden cardiac arrest (SCA).



LIFEPAK® 1000 Defibrillator

The LIFEPAK 1000 Defibrillator is a powerful and compact device designed to treat cardiac arrest patients and provide continuous cardiac monitoring capabilities. Built-in flexibility allows the 1000 to be programmed for use by first responders or professionals and enables care providers to change protocols as standards of care evolve.



LIFEPAK® 15 Monitor/Defibrillator

The LIFEPAK 15 monitor/defibrillator is the standard in emergency care for ALS teams who want the most clinically innovative, operationally effective and LIFEPAK TOUGH™ device available today. The 15 offers sophisticated clinical technologies with a rich array of features—like the most powerful escalating energy available (up to 360J), advanced monitoring parameters and a completely upgradable platform.



LIFEPAK® 20e Defibrillator/Monitor with CodeManagement Module™

Clinically advanced and packed with power, the LIFEPAK 20e defibrillator/monitor is highly intuitive for first responders, and also skillfully combines AED function with manual capability so that ACLS-trained clinicians can quickly and easily deliver advanced therapeutic care. The CodeManagement Module adds waveform capnography and wireless connectivity to enhance your hospital's ability to effectively manage resuscitations from preparedness through review.

CPR Assistance



LUCAS® 2 Chest Compression System

Designed to provide effective, consistent and uninterrupted compressions according to AHA Guidelines, LUCAS can be used on adult patients in out-of-hospital and hospital settings.



TrueCPR™ Coaching Device

TrueCPR helps your team optimize their manual CPR performance using simple real-time and post-event feedback on the most critical resuscitation parameters. It accurately measures compression depth through proprietary Triaxial Field Induction technology.



LIFENET® System

The LIFENET System provides EMS and hospital care teams with reliable, quick access to clinical information through a secure, web-based platform, helping to improve patient care, flow and operational efficiency.

CODE-STAT™ Data Review Software

CODE-STAT data review software is a retrospective analysis tool that provides easy access to data, reports and post-event review.

HealthEMS®

HealthEMS is a remote-hosted field data collection, management and reporting software solution which is proven to help Fire and EMS providers improve patient care and financial performance. HealthEMS creates a two-way information flow which dramatically improves the accuracy and timeliness of information needed to support billing and clinical decision-making.

PulsePoint

PulsePoint Respond alerts CPR-trained bystanders about nearby sudden cardiac arrests in a public area. The app guides the responder to the public location of the incident using a map while also identifying nearby AEDs. Because the PulsePoint solution is integrated into the local dispatch center, alerts are only sent after 911 has been notified.

PulsePoint AED is an app designed to build a comprehensive registry of AEDs available for use during cardiac emergencies. AED submissions are verified by the local agency and then become available within the Respond app.

Support



Physio-Control Service

With a service plan from Physio-Control, you are free to focus on your mission while relying on us to help to ensure the integrity of your lifesaving tools. From emergency repairs to software updates to preventive maintenance, we respond to every service call with speed and expertise so you have the peace of mind to do your job with confidence.

For further information, please contact Physio-Control at 800.442.1142 (U.S.), 800.895.5896 (Canada) or visit our website at www.physio-control.com



Physio-Control Headquarters
11811 Willows Road NE
Redmond, WA 98052
www.physio-control.com

Customer Support
P. O. Box 97006
Redmond, WA 98073
Toll free 800 442 1142
Fax 800 426 8049

Physio-Control Canada
Physio-Control Canada Sales, Ltd.
7111 Syntex Drive, 3rd Floor
Mississauga, ON
L5N 8C3
Canada
Toll free 800 895 5896
Fax 866 430 6115