



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item G-16

#2018-165 - Approving Vital Sign Monitor and Automatic Cardiac Defibrillator Maintenance Contract

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Fire Chief Cory Schmidt

Meeting: June 12, 2018

Subject: Vital Sign Monitor and Automatic Cardiac Defibrillator Maintenance Contract

Presenter(s): Fire Division Chief Russ Blackburn

Background

The Grand Island Fire Department uses 7 vital sign monitors on its ambulances and 11 automatic external defibrillators on the engines and staff cars to treat patients with cardiac problems or in cardiac arrest. State regulations of Emergency Medical Services mandate that equipment be maintained according to manufacturer's recommendations. Physio Control's recommendation is their yearly inspection and maintenance program.

Discussion

Both the vital sign monitors and the AEDs have been maintained by Physio Control's annual inspections on separate contracts approved by the City Council. Physio Control wishes to combine the separate contracts into one maintenance contract. The vital sign monitor's contract has three years left and remaining charges of \$22,939.48. The AED contract will be added to that contract for the remaining 3 years with charges of \$17,360.09 for that time period. The total contract will be \$40,299.57 or \$13,433.19 per year to maintain and repair the 18 cardiac monitors.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the three year maintenance contract with Physio Control for the maintenance of the vital sign monitors and automatic cardiac defibrillators at a total cost of \$40,299.65.

Sample Motion

Move to approve the three year maintenance contract with Physio Control of Redmond, Washington for the maintenance of the vital sign monitors and automatic cardiac defibrillators at a total cost of \$40,299.65.



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 00125780
Create Date 5/11/2018 12:08 PM
Quote Expiration Date 08/11/2018
Quote Consultant Jeremy Stevens
402-214-7449
WEMM59

Service Plan Quote

Account: 00558202	Service Plan Detail
Russ Blackburn GRAND ISLAND FD 100 E FIRST ST GRAND ISLAND, NE 68802 (308) 385-5444 ext 227 rblackburn@grand-island.com	Type Addendum Service Plan Start Date 06/01/2018 Service Plan End Date 10/11/2021 Reference Plan DS017726 Billing Frequency Annual Terms All quotes subject to credit approval and the following terms and conditions Net Terms NET 30 Promotion Coverage Details-Brochure www.physio-control.com/ServicePlans/
Notes	
Service plan customers receive 15% discount on Accessories and Disposables. LP15 UNIT IS PRORATED FOR FIRST PORTION.	

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-OSPMSIRP-1	06/01/2018	10/11/2018	1	1,548.00	5.00	1,470.60	533.69	533.69 *
LP15-OSPMSIRP-3	10/12/2018	10/11/2021	1	4,644.00	5.00	1,470.60	4,411.80	4,411.80
LP1000-OSPM-3	06/01/2018	10/11/2021	11	1,188.00	5.00	376.20	1,128.60	12,414.60

* Denotes Proration
Product Descriptions provided below signature line.

Subtotal	USD 17,360.09
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00
Grand Total	USD 17,360.09
Pricing Summary Totals	
List Price Total	USD 18,323.09
Total Discount	USD -963.00
Estimated Tax + S&H	USD 0.00

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

GRAND TOTAL FOR THIS QUOTE
USD 17,360.09

Quote Number
00125780

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Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

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

Optional information:

Special Ship to Address
Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity
To update any customer information, please complete form at www.physio-control.com/account/

Reference Number NS/00558202/153853/00125780

Product	Product Description
LP15-OSPMSIRP-1	LIFEPAK 15 Service - 1 YEAR. On-site Preventative Maintenance; Ship in Repair Plus. On Site PM; Ship In Repair Plus Coverage for LIFEPAK® 15 Includes: -Preventive Maintenance inspections performed at customer’s location by a Physio-Control Technical Specialist; Repairs performed at nearest available Physio-Control Service Center -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance 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-OSPMSIRP-3	LIFEPAK 15 Service - 3 YEAR. On-site Preventative Maintenance; Ship in Repair Plus. On Site PM; Ship In Repair Plus Coverage for LIFEPAK® 15 Includes: -Preventive Maintenance inspections performed at customer’s location by a Physio-Control Technical Specialist; Repairs performed at nearest available Physio-Control Service Center -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance inspections including quality assurance documentation

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	<ul style="list-style-type: none">-Discounts on accessories, disposables, and upgrades-Updates to the latest software version-Preconfigured loaner device provided if needed-Battery Replacement Service
LP1000-OSPM-3	<p>LIFEPAK 1000 Service - 3 YEAR.</p> <p>On-site Preventative Maintenance. On-Site Preventive Maintenance Coverage for LIFEPAK® 1000</p> <p>Includes:</p> <ul style="list-style-type: none">-Services performed at customer’s location by a Physio-Control Technical Specialist-Annual Preventive Maintenance and inspections including quality assurance documentation-Discounts on accessories and disposables-Updates to the latest software version-Preconfigured loaner device provided if needed-Battery Replacement Service-Replacement of adult electrodes at scheduled time of service due to expiration or failure.

Service Plan Summary
List of covered equipment by location will be provided upon Customer’s signature of this quote.

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy

of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.

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RESOLUTION 2018-165

WHEREAS, the Grand Island Fire Department use 7 vital sign monitors and 11 automatic external defibrillators to treat patients with cardiac problems or that are in cardiac arrest; and

WHEREAS, state regulations of Emergency Medical Services mandate that equipment on be maintained according to manufacturer's recommendations; and

WHEREAS, Physio Control's recommendation is their yearly inspection and maintenance program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to approve Physio Control of Redmond, Washington three year maintenance contract addendum at a total cost of \$40,299.57 through October 2021.

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Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 8, 2018	☐ City Attorney