



City of Grand Island

Tuesday, March 22, 2011

Council Session

Item G9

#2011-71 - Approving Physio-Control Monitors Maintenance Contract

Staff Contact: Troy Hughes

Council Agenda Memo

From: EMS Division Chief Russ Blackburn
Meeting: March 22, 2011
Subject: Physio-Control Monitors Maintenance Contract
Item #'s: G-9
Presenter(s): EMS Division Chief Russ Blackburn

Background

On the July 10, 2007 City Council Meeting, the City entered into an agreement with Physio Control for a 5-year agreement for service of the Grand Island Fire Department heart monitors. The contract covered monitors not still under warranty, and eliminated annual increases for this service by committing to a five year agreement.

We updated the maintenance contract in January 2011 to include 4 monitors purchased last year. We have found that 2 other monitors had been omitted from the maintenance contract. This contract update ensures that all (14) Physio Control cardiac monitors are covered by the maintenance contract.

Discussion

The Life-Pak 12 Cardiac monitor allows the Fire Department's EMTs to defibrillate a patient's heart, that has stopped beating, as an Automatic External Defibrillator. The Life-Pak 12 allows our paramedics to see the cardiac rhythm in 3 lead or 12 lead format, get pulse oxygenation readings, monitor end tidal CO2 levels, take automated blood pressures, mark time during treatment, record events during cardiopulmonary resuscitation efforts, and manually defibrillate patients. These monitors can be a great help in quality patient care.

Having the monitors inspected annually and repaired when needed reduces the City of Grand Island's liability for the performance of these monitors. Repairs are done at no additional cost, saving the City money over the duration of the contract. We currently have a monitor in for replacement of a printer at an estimated cost of \$1,200.00. When a monitor needs repairs Physio sends a replacement monitor to use while the repairs are completed, not reducing our available assets.

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 contract addendum as submitted.

Sample Motion

Motion to approve the contract addendum with Physio Control as submitted.

TECHNICAL SERVICE SUPPORT AGREEMENT ADDENDUM



Contract Number: PB12P225

End User # 00558203
GRAND ISLAND FIRE DEPT
1720 N BROADWELL
GRAND ISLAND, NE 68803

Bill To # 00558202
GRAND ISLAND FIRE DEPARTMENT
100 E FIRST ST
PURCHASING DIVISION
GRAND ISLAND, NE 68802

This Technical Service Support Agreement begins on 6/1/2007 and expires on 5/31/2012.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$44,869.53 per term, payable in Annual installments.

This price represents an adjustment of \$2,500.88 based on this contract's previous price of \$42,368.65

Special Terms

10% DISCOUNT ON ACCESSORIES
10% DISCOUNT ON ALL ELECTRODES
17% DISCOUNT ON LP12 UPGRADES

Accepted: Physio-Control, Inc.

Customer:

By: Judy Rogers

By: _____

Title: Associate Contract Analyst

Print: _____

Date: 3/18/2011

Title: _____

Date: _____

Purchase Order Number: 1589300

Territory Rep: WEMM73
Scott Allen
Phone: 800-442-1142 x2574
FAX: 800-772-3340

Customer Contact:
Russ Blackburn
Phone: 308-385-5444 ext 227
FAX: 308-385-5423

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

RENEWAL TERMS

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

REPAIR SERVICES

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

INSPECTION SERVICES

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

DOCUMENTATION

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

LOANERS

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

EXCLUSIONS

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

SCHEDULE SERVICES

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

PAYMENT

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

WARRANTY

Physio-Control warrants Services performed under this Technical Service Support Agreement and replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date a Service was performed or a part was provided. Customer's sole remedy shall be reservicing the affected unit and/or replacement of any part determined to be defective, without any additional Customer charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

TERMINATION

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

DELAYS

Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

MISCELLANEOUS

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

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.....END.....

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

Contract Number: PB12P225

Servicing Rep: JAMES WEATHERWAX, WEMM59

District: MIDWEST

Phone: 80044211422470

FAX: 800-772-3340

Equipment Location: GRAND ISLAND FIRE DEPT. 00558203
 1720 N BROADWELL
 GRAND ISLAND, NE 68803

Scope Of Service Ship In Repair - 1 On Site Inspection per year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-002936	14006685	1	6/1/2007	5/31/2012	5
LIFEPAK® 12	VLP12-02-002936	14307561	2	6/1/2007	5/31/2012	5
LIFEPAK® 12	VLP12-02-005956	33029188	3	6/1/2007	5/31/2012	5
LIFEPAK® 12	VLP12-02-005956	33029189	4	6/1/2007	5/31/2012	5
LIFEPAK® 12	VLP12-02-005956	33029191	5	6/1/2007	5/31/2012	5
LIFEPAK® 12	VLP12-02-005985	33029192	6	6/1/2007	5/31/2012	5
LIFEPAK® 12	VLP12-02-005985	33029622	7	6/1/2007	5/31/2012	5
LIFEPAK® 12	VLP12-02-005956	33029833	8	6/1/2007	5/31/2012	5
LIFEPAK® 12	VLP12-02-000170	11555596	13	1/1/2011	5/31/2012	1

Scope Of Service Ship In Repair Only:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	024798	9	6/1/2007	5/31/2012	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000102	053129	10	6/1/2007	5/31/2012	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000102	053165	11	6/1/2007	5/31/2012	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000102	053880	12	6/1/2007	5/31/2012	0

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

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

Contract Number: PB12P225

Servicing Rep: Scott Allen, WEMM73

District: MIDWEST

Phone: 800-442-1142 x2574

FAX: 800-772-3340

Equipment Location: GRAND ISLAND FIRE DEPT, 00558203
 1720 N BROADWELL
 GRAND ISLAND, NE 68803

Scope Of Service Ship In Repair - 1 On Site Inspection per year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-002936	31911860	14	1/1/2011	5/31/2012	1
LIFEPAK® 12	VLP12-02-002936	31911610	15	1/1/2011	5/31/2012	1
LIFEPAK® 12	VLP12-02-002940	30132573	16	1/1/2011	5/31/2012	1
LIFEPAK® 12	VLP12-02-007228	38029138	17**	3/1/2011	5/31/2012	1
LIFEPAK® 12	VLP12-02-005985	34115232	18**	3/1/2011	5/31/2012	1

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

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

LIFEPAK® 12 (LP 12) Defibrillator/Monitor Service includes:

- Standard detachable hard paddle repairs
- LP12 upgrade installed by Physio-Control Technical Services Representative at a rate of 17% less than the then-current field-installed list price
- All Physio-Control battery charging systems owned by contract end user, up to a one-for-one basis with the total number of LP12 defibrillator/monitor's listed in Schedule A.
- AC Power Adapter repair/replacement
- DC Power Adapter repair/replacement
- Replacement of Physio-Control FASTPAK®, FASTPAK 2, LIFEPAK SLA, LIFEPAK NiCd Battery, and LIFEPAK Li-ion Battery

Battery maintenance, performance testing, evaluation, removal, recycling, and replacement are the Customer's responsibility and should be performed in accordance with the LP 12 Series Operating Instructions section entitled Discarding/Recycling Batteries.

Battery replacement is available upon completion of the second year of use on a one-for-one basis, up to the number of devices listed in Equipment Inventory, Schedule A. Replacement batteries shall be like-for-like (i.e. FASTPAK for FASTPAK, LIFEPAK LI-ion for LIFEPAK LI-ion, etc.).

One-for-one, like-for-like battery replacement is available prior to the completion of second year of use upon battery failure as determined by Customer's performance testing and evaluation in accordance with the LP 12 Operating Instructions section entitled Discarding/Recycling Batteries. During the Term of this Agreement, no-charge replacement for battery failure shall occur no more than four (4) times per two-year period for Physio-Control FASTPAK®, FASTPAK 2, LIFEPAK SLA, LIFEPAK NiCd Battery, and no more than three (3) times per two-year period for Li-ion batteries, regardless of any terms in prior Support Plans.

Battery replacement is dependent upon Customer's notice to Physio-Control of the completion of the second year of use or battery failure as determined by Customer's performance testing and evaluation. At the discretion of Physio-Control, battery replacement shall be accomplished by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of replacement battery, the battery being replaced becomes the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. If Physio-Control does not receive the battery Customer will be charged at the then-current rate for the replacement battery.

Only batteries manufactured by Physio-Control are covered under this Service Agreement. Batteries not manufactured by Physio-Control are expressly excluded from coverage under this Service Agreement. Physio-Control does not guarantee the operation, safety, and/or performance of our product when operating with a battery not manufactured by Physio-Control. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a battery manufactured by Physio-Control. Any repairs, as determined by a Physio-Control Service Representative, resulting from the use of a battery not manufactured by Physio-Control, will be billed at Physio-Control's then current standard list prices for parts and labor, including actual travel costs incurred.

- LIFEPAK 12 Software Updates

If combined Repair and Inspection services are designated for LP 12 units listed in Schedule A, a Physio-Control Technical Services Representative will install LP 12 software updates at no additional cost, provided they are installed at the time of a regularly scheduled inspection. In addition, during the Term of this Agreement, where an assembly, i.e., printed circuit board, must be replaced to accommodate installation of new software, such assembly may be purchased by the Customer at a rate of 50% less than the then-current list price. Software updates, when installed at a time other than the regularly scheduled inspection, will be billed at the rate of \$205.00 per unit per software update. The cost of such software update will be billed in a separate invoice.

If Repair-Only services are designated for LP 12 units listed in Schedule A, a Physio-Control Technical Services Representative will install a LP 12 software update at the rate of \$205.00 per unit per software update. In addition, during the Term of this Agreement, where an assembly, i.e., printed circuit board, must be replaced to accommodate installation of new software, such assembly may be purchased by the Customer at a rate of 50% less than the then-current list price. The cost of such software update will be billed in a separate invoice.

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

- Coin Cell Battery Replacement

Physio-Control will replace the internal coin cell battery according to the number of such batteries listed in the Additional Items section of Schedule A. It is the Customer's responsibility to request such coin cell battery replacement, gather in a single location the devices that will receive such battery replacement, and to provide to the Physio-Control Technical Services Representative access to those devices. Coin cell battery replacement will take place during the Term of this Agreement, according to the number of coin cell batteries listed in the Additional Items section of Schedule A.

LP 12 Defibrillator/Monitor Service does not include repair or replacement of the following:

- Internal, sterilizable and pediatric paddles
- SpO2 sensors and cables
- Communication cables
- Therapy cables
- Patient cables
- PCMCIA modems
- Case changes

Discounts will not be combined with other special terms, discounts, and/or promotions.

RESOLUTION 2011-71

WHEREAS, the City of Grand Island Fire Department utilizes twelve LifePak-12 cardiac monitors, four of which are not currently covered by warranty or service agreement; and

WHEREAS, the Fire Department has entered into a five year contract for the previous eight monitors, and will be adding four additional monitors for the remaining term of the contract; and

WHEREAS, this proposed service support agreement between the City of Grand Island and Physio Control for such purposes has been previously reviewed by the City Attorney's office

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA,

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to sign such agreements on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk