

City of Franklin, TN Contract No. 2013-0065

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

Customer's signature or purchase order referencing this Technical Service Support Agreement is required prior to Physio-Control's acceptance of this Agreement. This Agreement covers only the equipment listed on Schedule A ("Covered Equipment"). These terms, together with Customer's Standard Procurement Terms and Conditions attached hereto, constitute the complete agreement between the parties and they shall govern over any other documents. These terms may not be revised in any manner without the prior written consent of both parties.

SERVICES. The services provided under this Agreement are set forth on Schedule A. Physio-Control strives to return service calls within two (2) hours, and strives to resolve service issues within twenty-four (24) hours. Following service, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following services are available:

"Repair Only Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions.

"Inspection Only Service" means inspections of Covered Equipment to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with National Fire Protection Association (NFPA) guidelines and labor, subject to Exclusions.

"Repair and Inspect Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, and inspections to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with NFPA guidelines and Updates (as set forth below), subject to Exclusions.

"Battery Replacement Service" means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. 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) The end of the useful life of the battery as set forth in the applicable Operating Instructions

At the discretion of Physio-Control, battery replacement shall be effected 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 a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery, Customer will be charged at the then-current rate for the replacement battery.

"On-Site Service" means that a Physio-Control factory-trained technician will provide service at Customer's location. 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 service at scheduled times. Some service may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated service facility for repair.

"24-hour On-Site Service" means that a Physio-Control factory-trained technician will provide service at Customer's location at any time, except on the holidays listed above. Customer is to ensure Covered Equipment is available for service at scheduled times. Some service may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated service facility for repair.

"Ship-In Service" means that service will be performed at Physio-Control's designated service facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated service facility for repair.

If Covered Equipment is not available as scheduled or Customer requests services or goods not covered by this Agreement or outside of designated service frequency or hours, Physio-Control will charge Customer at Physio-Control's standard labor rates less 10% (including overtime, if appropriate) and applicable travel costs. Parts required for such repairs will be made available at 15% off the then-current list price.

EXCLUSIONS. Unless otherwise specified, this Agreement does not include:

- supply or repair of accessories or disposables
- repair of damage caused by misuse, abuse, abnormal operating conditions, use of batteries or other products not distributed by Physio-Control, operator errors, or acts of God
- case changes
- repair or replacement of items not originally distributed or installed by Physio-Control
- ~~Upgrades and installation of Upgrades~~
- battery maintenance, performance testing, evaluation, removal and recycling

LOANERS. If Covered Equipment must be removed from service to complete repairs, Physio-Control will provide Customer with a loaner device, if one is available, 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. "Update" means a change to a device to enhance its current features, stability, or software. If Repair and Inspect Service is designated for Covered Equipment on Schedule A, Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled service. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% less than the then-current list price. Updates installed on Covered Equipment designated as Repair Only Service, Inspect Only Service, or at a time other than regularly scheduled Repair and Inspect Service will be billed on a separate invoice at the then-current list price less 20%.

UPGRADES. "Upgrade" means a major, standalone version of software or the addition of features or capabilities to a device. Upgrades must be purchased separately, and are not provided under this Agreement. Upgrades are available at a rate of 17% less than the then-current list price.

PRICING. Pricing is set forth on the front page of this Agreement. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Inspection Only Service and Repair and Inspect Service, no pricing deduction will be made for removal of Covered Equipment if an inspection has already been performed during the Term. Discounts will not be combined with other special terms, discounts, and/or promotions.

PAYMENT. Payment is due within thirty (30) days of invoice date.

WARRANTY. Physio-Control warrants services performed under this 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 additional 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.**

TERM. The Term is set forth on the front page of this Agreement. This Agreement does not include an automatic renewal provision.

TERMINATION. Either party may terminate this Agreement for material breach by the other party by providing thirty (30) days' written notice to the other party, and provided such breach is not cured within the notice period. In addition, either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party. In the event of such early termination, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the cost of any services rendered during the Term.

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, war, and civil unrest. 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.

DEVICE INSPECTION BEFORE ACCEPTANCE. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement.

MISCELLANEOUS. (a) Customer agrees to not employ or offer employment to anyone performing services on Physio-Control's behalf during the Term of this Agreement or for one (1) year following its expiration without Physio-Control's prior written consent; (b) this 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; and (c) this Agreement shall be governed by the laws of the State in which the service is provided.

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

Contract Number:

Servicing Rep: MATT GREENE, EALL64
 District: CENTRAL
 Phone:
 FAX: 800-772-3340

Equipment Location: FRANKLIN FD, 12272501
 109 3RD AVE S
 STE 133
 FRANKLIN, TN 37064

Scope Of Service AED 1 On Site Inspection per Year with 1 Lithium Battery

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 500	3011790-001131	32820328	7	5/15/2013	5/14/2016	3
LIFEPAK® 500	3011790-001131	32820329	8	5/15/2013	5/14/2016	3
LIFEPAK® 500	3011790-001131	32820330	9	5/15/2013	5/14/2016	3
LIFEPAK® 500	3011790-001131	32820331	10	5/15/2013	5/14/2016	3
LIFEPAK® 500	3011790-000114	14085129	11	5/15/2013	5/14/2016	3
LIFEPAK® 500	3011790-000113	14251169	12	5/15/2013	5/14/2016	3
LIFEPAK® 500	3011790-000113	14297760	13	5/15/2013	5/14/2016	3
LIFEPAK® 500	3011790-001129	31656538	14	5/15/2013	5/14/2016	3
LIFEPAK® 500	3011790-001131	32820319	15	5/15/2013	5/14/2016	3
LIFEPAK® 500	3011790-001131	32820320	16	5/15/2013	5/14/2016	3
LIFEPAK® 500	3011790-001131	32820323	17	5/15/2013	5/14/2016	3
LIFEPAK® 500	3011790-001131	32820324	18	5/15/2013	5/14/2016	3
LIFEPAK® 500	3011790-001131	32820327	19	5/15/2013	5/14/2016	3

Scope Of Service On Site Inspection Only - 1 Inspection per Year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK®1000	320371500229	41214161	1	5/15/2013	5/14/2016	3
LIFEPAK®1000	320371500229	41214162	2	5/15/2013	5/14/2016	3
LIFEPAK®1000	320371500229	41214163	3	5/15/2013	5/14/2016	3
LIFEPAK®1000	320371500229	41214164	4	5/15/2013	5/14/2016	3
LIFEPAK®1000	320371500229	41214165	5	5/15/2013	5/14/2016	3
LIFEPAK®1000	320371500229	41214166	6	5/15/2013	5/14/2016	3

Scope Of Service On Site Repair and 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	VLP12-02-007228	38266106	20	5/15/2013	5/14/2016	3
LIFEPAK® 12	VLP12-02-007228	38155901	21	5/15/2013	5/14/2016	3
LIFEPAK® 12	VLP12-02-007228	36170042	22	5/15/2013	5/14/2016	3
LIFEPAK® 12	VLP12-02-005985	34470705	23	5/15/2013	5/14/2016	3
LIFEPAK® 12	VLP12-02-005985	34476864	24	5/15/2013	5/14/2016	3
LIFEPAK® 12	VLP12-02-005985	34486666	25	5/15/2013	5/14/2016	3

Scope Of Service POS LP15 On Site Repair and 1 Insp per Year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 15	V15-2-001602	41238288	26	5/15/2013	5/14/2016	3
LIFEPAK® 15	V15-2-001602	41238332	27	5/15/2013	5/14/2016	3
LIFEPAK® 15	V15-2-001602	41238383	28	5/15/2013	5/14/2016	3

** 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 Defibrillator/Monitor Repair Service includes:

- Standard detachable hard paddle repairs.
- Power Adapter repair/replacement.
- Replacement of failed internal coin cell batteries.
- Preventative replacement of internal coin cell batteries up to the number of coin cell batteries listed in the Additional Items section of Schedule A according to Physio-Control service specifications.
- Battery Coverage
- Replacement of four (4) Physio-Control FASTPAK®, FASTPAK 2, LIFEPAK SLA, LIFEPAK NiCd Battery every two years, or upon battery failure;

OR

- Replacement of three (3) LIFEPAK Li-ion Batteries every two years, or upon battery failure.

LIFEPAK® 15 Monitor/Defibrillator Repair Service includes:

- Standard detachable hard paddle repairs.
- Replacement or repair of Physio-Control Redi-Charge battery charging systems (Catalog# 11141-000115) on a one-for-one basis with the total number of LP15 Defibrillator/Monitors listed in Schedule A, and as determined necessary by Physio-Control.
- Power Adapter repair/replacement.
- Battery Coverage
- Replacement of three (3) LIFEPAK Li-ion Batteries every two (2) years, or upon battery failure

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

LIFEPAK® 500 AED Inspection-Only with Battery Replacement Service includes:

- Periodic inspections as set forth on Schedule A.
- Updates installed at no additional cost provided such Updates are installed at the time of regularly scheduled service. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 50% less than the then-current list price. Updates installed at a time other than regularly scheduled service will be billed on a separate invoice at the then-current list price less 20%.
- Battery Coverage
- Replacement of up to two (2) LIFEPAK 500 SLA Battery Paks every two (2) years, or upon battery failure;

OR

- Replacement of up to one (1) LIFEPAK 500 Li-ion Battery Pak every five (5) years for each LIFEPAK 500 AED listed on Schedule A, or upon battery failure.

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

LIFEPAK® 1000 AED Inspection-Only with Battery Replacement Service includes:

- Periodic inspections as set forth on Schedule A.
- Updates installed at no additional cost provided such Updates are installed at the time of regularly scheduled service. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 50% less than the then-current list price. Updates installed at a time other than regularly scheduled service will be billed on a separate invoice at the then-current list price less 20%.
- Battery Coverage
- Replacement of up to one (1) LIFEPAK 1000 Rechargeable Battery Pak every two (2) years, or upon failure:

OR

- Replacement of up to one (1) LIFEPAK 1000 Li-ion Battery Pak every five (5) years for each LIFEPAK 1000 AED listed on Schedule A, or upon failure.

Standard Procurement Terms and Conditions City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.

2. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. The City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.

3. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin
Attn: Purchasing Manager
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305
rs.physiocontracts-south@physio-control.com
FAX: 615/550-0079
E-mail: purchasing@franklintn.gov

In the case of Vendor:

Physio-Control, Inc.
Attn: Pricing & Contracts
PO Box 97023
Redmond, WA 98073-9723
Email:

Standard Procurement Terms and Conditions City of Franklin, Tennessee

4. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's release of documents as a result of City's reliance upon Vendor 's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
5. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
6. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
7. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
8. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
9. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions City of Franklin, Tennessee

10. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
11. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to vendor's negligent acts or omissions, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
12. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
13. Applicable Law: Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
14. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
15. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that

Standard Procurement Terms and Conditions City of Franklin, Tennessee

vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) ~~may hold the defaulting vendor liable for all damages provided by law, including cost of cover.~~

16. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
17. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

TECHNICAL SERVICE SUPPORT AGREEMENT

Contract Number:

End User # 12272501
FRANKLIN FD
109 3RD AVE S
STE 133
FRANKLIN, TN 37064

Bill To # 12272502
FRANKLIN FD
PO BOX 1076
FRANKLIN, TN 37065

This Technical Service Support Agreement begins on 5/15/2013 and expires on 5/14/2016.


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 \$46,470.00 for the three-year term identified above, payable in annual installments of \$15,490.00 per year upon mutual decision to continue.

Special Terms
15% discount on accessories and disposables

Accepted: Physio-Control, Inc.

Customer: City of Franklin, TN

By: 

By: _____

Title: Associate Contract Analyst

Print: Ken Moore, MD

Date: 5/28/13

Title: Mayor

Date: _____

Purchase Order Number: not applicable

Territory Rep: EALL64
MATT GREENE
Phone:
FAX: 800-772-3340

Customer Contact:
Todd Horton
Phone: 615.550.6751
FAX:

Approved as to form: 



HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

May 15, 2013

TO: Board of Mayor and Aldermen

FROM: Eric S. Stuckey, City Administrator *E.S.*
Russell Truell, Assistant City Administrator / CFO
Rocky Garzarek, Fire Chief
Todd Horton, Battalion Chief
Brian Wilcox, Purchasing Manager

SUBJECT: Consideration of sole-source purchase from Physio-Control, Inc. of Redmond, WA in the total estimated amount of \$46,470.00 for a three-year term for technical service support services for the City's inventory of automated external defibrillators and cardiac monitors, for the Fire Department (\$12,600 budgeted for this purpose in FY2013 in line item 110-82620-42200; CoF Contract No. 2013-0065)

Purpose

The purpose of this procurement is to purchase technical support services for a three-year term of service for the City's inventory of automated external defibrillators (AEDs) and cardiac monitors. These services are necessary in order to provide annual inspections and expedited repairs; they also include discounted pricing for accessories and disposables as well as battery replacement service.

Background

Staff is of the opinion that the proposed purchase, if authorized, would be a sole-source purchase. Evidence to support this opinion includes the fact that the services are only available from the manufacturer, Physio-Control, Inc. (The sole-source purchase of AEDs manufactured by Physio-Control, Inc. has been previously approved by the Board of Mayor and Aldermen.)

Physio-Control, Inc. has indicated in writing that the quoted pricing represents the best municipal pricing possible for the quantity indicated. Further, Battalion Chief Todd Horton is of the opinion that the quoted pricing is within what would be expected in the market place for this industry at this time.

Financial Impact

The technical service support services are offered on a per unit basis and would vary by model. For a three-year term for support for all of the defibrillators and cardiac monitors currently in the City's inventory, the technical service support services would be in the total estimated amount of \$46,470.00. The fee for services would be payable in annual installments, estimated to be in the amount of \$15,490.00 per year upon mutual decision to continue. The budgeted amount of \$12,600.00 in FY2013 for this service was based on the quantity of units in the City's inventory at the time the FY2013 budget was prepared. This larger amount is expected to be absorbed within the existing budget.

Options

Staff is not aware of any options to purchasing these services, nor is it aware of any options to purchasing these services other than directly from the manufacturer, Physio-Control, Inc.

Recommendation

Staff recommends that the City accept the pricing quoted by Physio-Control, Inc. of Redmond, WA in the total estimated amount of \$46,470.00 for a three-year term for technical service support services for the City's inventory of defibrillators and cardiac monitors, and approve the sole-source purchase for the Fire Department. Purchasing Manager Brian Wilcox is of the opinion that the proposed sole-source purchase appears to be justified, and that the staff recommendation appears to be made in a fair and impartial manner based upon the information available.