

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: May 5, 2016

Weekly Agenda Date: May 10, 2016

11a

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Gary Brown, Director

WORDING FOR AGENDA ITEM: Approval to Purchase (2) Physio Control Lifepak 15 Defibrillators/Monitors
a. Approval to Purchase

ACTION REQUIRED:

Approve Ordinance
Give Direction

Approve Resolution
Other: Informational

Approve Motion
Attachments

EXECUTIVE SUMMARY: Woodbury County Emergency Services is requesting the approval from the Woodbury County Board of Supervisors to purchase two Physio Control Lifepak 15 Cardiac Monitor/Defibrillators.

BACKGROUND: In February 2015 the Woodbury County Board of Supervisors approved the FY16 Budget for Woodbury County Emergency Services to spend \$77,125.00 for purchasing two 12 Lead Cardiac Monitor/Defibrillators.

Woodbury County Emergency Services did pursue supplemental funding by applying for the Iowa; Mission Lifeline Grant. The Iowa; Woodbury County Emergency Services was not a recipient in the first two rounds.

FINANCIAL IMPACT: The financial impact to the Woodbury County would be practical as the funds are already been identified for a specific purpose of purchasing two Physio Control Lifepak 15 Cardiac Monitor/Defibrillators.

Physio Control is an approved government vendor and the quote for a Lifepak 15 Cardiac Monitor/Defibrillator is \$25,532.40 EACH. The purchase price for two is \$51,064.80. The quote includes; the total package with batteries, modem, carrying case and additional items. (See attached for specific details.)

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION: Woodbury County Emergency Services would like to recommend the Woodbury County Board of Supervisors make the motion to approve the purchase two Physio Control Lifepak 15 Cardiac Monitor/Defibrillators for the total cost of \$51,064.80 from the FY16 Budget.

ACTION REQUIRED / PROPOSED MOTION: Motion to have the Woodbury County Board of Supervisors approve the purchase of two Physio Control Lifepak 15 Cardiac Monitor/Defibrillators for the total cost of \$51,064.80. From Physio Control an approved government vendor. Utilizing the funding set aside for this purpose during the FY16 Budget. The remaining funds to be utilized on further cost saving modernization to the Climbing Hill facility with Woodbury County Board of Supervisor approval.

Approved by Board of Supervisors April 5, 2016.



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 Squad Captain Gary Brown
 WOODBURY CTY EMS
 121 DEER RUN TRAIL
 CLIMBING HILL,IA 51015
 7122796550

Quote Number 00034976
 Revision # 1
 Created Date 4/6/2016
 Sales Consultant Ryan From
 FOB Redmond, WA
 Terms All quotes subject to credit approval and the following terms and conditions
 NET Terms NET 30

IA AHA ML Initiative

Promotion (RP-NDAHA) - Helmsley Charitable Trust Expiration Date 7/6/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001955	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and ShipKit- (RC Cable) 41577-000284. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	1.00	31,495.00	-10,498.50	20,996.50	20,996.50
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	2.00	453.60	-151.20	302.40	604.80
11140-000015	AC power cord	1.00	77.70	-25.90	51.80	51.80
11140-000072	LP15 AC Power Adapter (power cord not included)	1.00	1,630.70	-543.60	1,087.10	1,087.10
11140-000080	Extension Cable (5ft 3 in)	1.00	293.00	-97.70	195.30	195.30
11160-000013	NIBP CUFF BAYONET-REUSEABLE,CHILD	1.00	24.00	-7.20	16.80	16.80
11160-000017	NIBP CUFF BAYONET-REUSEABLE,LARGE ADULT	1.00	33.00	-9.90	23.10	23.10
11171-000042	M-LNCS Neo, Neonatal/Adult Adhesive Sensor, 18-inch, 20/box	1.00	441.00	-132.30	308.70	308.70
11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	1.00	301.00	-90.30	210.70	210.70
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	1.00	54.60	-18.90	35.70	35.70
11260-000039	LIFEPAK 15 Carry case back pouch	1.00	79.20	-27.40	51.80	51.80
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches. INCLUDED AT NO CHARGE: 11577-000001 Shoulder Strap	1.00	309.20	-106.90	202.30	202.30
11996-000081	FilterLine Set Adult/Pediatric (box of 25)	1.00	285.60	-89.60	196.00	196.00
11996-000162	SmartCapnoLine Plus - Adult/Intermediate patients >44lbs (box of 25)	1.00	321.30	-100.80	220.50	220.50
21996-000086	3G Modem (Verizon, customer needs data plan)	1.00	1,101.00	-366.70	734.30	734.30
99428-000305-3	Data plan for 3G Modem (Verizon) - 3 year	1.00	597.00	0.00	597.00	597.00

Subtotal	USD 25,532.40
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00
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Grand Total	USD 25,532.40

Pricing Summary Totals

List Price Total	USD 37,950.50
Total Contract Discounts Amount	USD 0.00
Total Discount	USD -12,418.10
Trade In Discounts	USD 0.00
Tax + S&H	USD 0.00

GRAND TOTAL FOR THIS QUOTE

USD 25,532.40

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 JY/03932601/95569

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 Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.