



VILLAGE OF KEY BISCAIYNE

Department of Fire Rescue



Village Council

Robert L. Vernon, *Mayor*
Enrique Garcia, *Vice Mayor*

Michael W. Davey

Robert Gusman

Michael E. Kelly

Jorge E. Mendia

Thomas Thornton

Chief of Fire Rescue

John C. Gilbert

DT: April 13, 2010

TO: Honorable Mayor and Members of the Village Council

FR: Genaro "Chip" Iglesias, Village Manager

RE: Purchase of two (2) Medtronic Physio-Control LIFEPAK 15 units

RECOMMENDATION

It is being recommended that the Village Council approve the purchase of two (2) Medtronic Physio-Control LIFEPAK 15 units by the Fire Rescue Department. Purchase of this medical equipment is to replace heart monitor/defibrillators purchased over seven and one half (7½) years ago and carried on the Department's Rescue Units. Purchase of the state of the art LIFEPAK 15 is through a sole source provider, Physio-Control. Justification for this sole source provider includes similar equipment to the LIFEPAK 12 that is in current use on the Departments ALS Licensed Fire Trucks, common user interface, similar supplies and compatibility with the Village's AED's and Miami Fire Department Rescue Units.

BACKGROUND

The Village Fire Rescue Department currently owns two (2) LIFEPAK 12 units carried on the Rescue Units and is using two (2) LIFEPAK 12 units on the ALS Licensed Fire Trucks. The two units on these trucks are on loan from other organizations. The LIFEPAK 11 that are owned by the Village became unserviceable with in the last year. The four (4) LIFEPAK units perform the functions of heart monitor with EKG telemetry capability as well as to serve as defibrillators in case of cardiac arrest – heart stoppage.

Significant advances in technology for heart monitor/defibrillators have taken place. The LIFEPAK 15 includes the following features not found on the current models being carried by the Fire Rescue Department:

- LP15 has integrated Carbon Monoxide (CO) monitoring and upgradable Methemoglobin monitoring.
- LP15 offers upgradable platform for temperature monitoring for advances in new hypothermia protocols.

- Enhanced LCD screen that are easily viewed when outdoors in the sun.
- Significant enhancements in durability and operations in a wet environment.
- New system for transmission to hospitals.
- Biphasic technology over the currently carried monophasic technology shows improved efficiency in cardiac arrest patients.

Funding for these two (2) pieces of equipment (\$54,868.50) is available from the Capital Improvement Projects – EMS Technology Updates– Fire Rescue Department.

A copy of the quote from Medtronic Physio-Control is attached to this request.



Physio-Control, Inc.
 11811 Willows Road NE
 P.O. Box 97023
 Redmond, WA 98073-9723 U.S.A
 www.physio-control.com
 www.medtronic.com
 tel 800.442.1142
 fax 800.732.0956

To: Lieutenant Marcos Delgado
 Key Biscayne Fire Rescue
 560 Crandon Blvd
 KEY BISCAYNE, FL 33149
 Phone: (305) 365-8930
 Fax: (305) 365-8933
 mdelgado@keybiscayne.fl.gov

Quote#: 1-133560869

Rev#: 6
 Quote Date: 02/17/2010
 Sales Consultant: Debbi Stanfield
 800-442-1142 x 72305
 FOB: Redmond, WA

Terms: Net 30, all quotes subject to credit approval
 and the following terms & conditions

SERIAL NUMBER: 00000593; 00000592

Contract: None

Exp Date: 04/18/2010

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	99577-000046 - LP15 MONITOR/DEFIB, CPR, Pace, to 360J, SPO2/CO, 12L GL, NIBP, CO2, Trend, BT	2	\$32,995.00	\$6,599.00	\$1,000.00	\$25,396.00	\$50,792.00
2	41577-000007 - LP15 SHIP KIT	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	11577-000004 - STATION BATTERY CHARGER AC OPERATION FOR STATIONARY APPLICATIONS, FOR USE WITH THE LI-ION 5.7 AMP BATTERY. INCLUDES AC POWER CORD, MOUNTING BRACKET AND OPERATING INSTRUCTIONS	1	\$1,495.00	\$300.00	\$0.00	\$1,195.00	\$1,195.00
4	21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE	6	\$379.00	\$56.85	\$0.00	\$322.15	\$1,932.90
5	11577-000002 - KIT - CARRY BAG, MAIN BAG ACCESSORY 11577-000002 LP15 KIT CRY BAG	2	\$250.00	\$37.50	\$0.00	\$212.50	\$425.00
6	11260-000039 - KIT - CARRY BAG, REAR POUCH KIT - CARRY BAG, REAR POUCH	2	\$65.00	\$9.75	\$0.00	\$55.25	\$110.50
7	11577-000001 - KIT - CARRY BAG, SHOULDER STRAP ACCESSORY 11577-000001 LP15 KIT CRY BAG	2	\$28.00	\$28.00	\$0.00	\$0.00	\$0.00
8	11996-000091 - EDGE SYSTEM ELECTRODES WITH QUIK-COMBO CONNECTOR ACCESSORY 11996-000091 OEM ELCTD 14 LANG	4	\$37.00	\$37.00	\$0.00	\$0.00	\$0.00
9	21330-001365 - TEST LOAD ASSY - TEST LOAD, ENGLISH	2	\$84.00	\$84.00	\$0.00	\$0.00	\$0.00
10	11220-000028 - Top Pouch Storage for sensors and electrodes. Insert in place of standard paddles.	2	\$46.00	\$6.90	\$0.00	\$39.10	\$78.20
11	11996-000025 - Large Adult Cuff, 16x42cm Reusable	2	\$29.00	\$4.35	\$0.00	\$24.65	\$49.30
12	11996-000022 - Child Cuff (Pediatric), 9x27cm Reusable	2	\$21.00	\$3.15	\$0.00	\$17.85	\$35.70

Quote#: 1-133560869
 Rev#: 6
 Quote Date: 02/17/2010

Quote Products (continued)

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
13	11996-000323 - MASIMO SET RED LNCS PATIENT CABLE - 4 FEET RED LNC-04,PATIENT CABLE,4FT,REF 2055	2	\$147.00	\$22.05	\$0.00	\$124.95	\$249.90

GRAND TOTAL \$54,868.50

Trade-in Detail

Product	Qty	Unit Value	Total Value
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Pricing Summary Totals

List Price:	\$71,247.00
Trade-ins:	- \$2,000.00
Cash Discounts:	- \$14,378.50

GRAND TOTAL FOR THIS QUOTE \$54,868.50

TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO: # 800-732-0956, ATTN: REP SUPPORT "Ask your sales representative how to get 25% or more off list price on your LIFEPAK disposables by signing up for a disposables agreement"

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER.A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES.THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:

 CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

 NAME

 TITLE

 DATE

Ref. Code: AW/20032916/1-27I00S

Notes:

TAXES, FREIGHT AND HANDLING FEES WILL BE ADDED AT TIME OF SHIPMENT, IF APPLICABLE.

ABOVE PRICING VALID ONLY IF QUOTE IS PURCHASED IN ITS ENTIRETY. (OPTIONAL ITEMS NOT REQUIRED). IF QUOTE REFLECTS TRADE-IN VALUES,CUSTOMER ASSUMES RESPONSIBILITY FOR SHIPMENT OF TRADE-IN UNITS TO PHYSIO-CONTROL, INC.

ITEMS LISTED ABOVE AT NO CHARGE ARE INCLUDED AS PART OF A PACKAGE DISCOUNT THAT INVOLVES THE PURCHASE OF A BUNDLE OF ITEMS. CUSTOMER IS SOLELY RESPONSIBLE FOR APPROPRIATELY ALLOCATING THE DISCOUNT EXTENDED ON THE BUNDLE WHEN FULFILLING ANY REPORTING OBLIGATIONS IT MIGHT HAVE.

Until further notice, Physio-Control is limiting shipments of the following products: LIFEPAK® 12 defibrillator/monitor, LIFEPAK 20 defibrillator/monitor, LIFEPAK 500 defibrillators, LIFEPAK 1000 defibrillator and LIFENET® RS Receiving Station. In addition, Physio-Control has suspended shipments of LIFEPAK CR® Plus AED and LIFEPAK EXPRESS® AED and some upgrades until further notice. At this time, Physio-Control is not able to provide estimated delivery dates.

We are committed to providing customers with updated product and shipping information.

If you place an order based on this quote, when the products become available Physio-Control will contact you to confirm your order. At that time you may elect to (1) proceed with your order, (2) cancel all or part of your order (3) request a revised quote.

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. 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 covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department, P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.

International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the 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 the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyers account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause 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-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc..

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied, and the remedies provided under such warranty shall be the Buyers sole and exclusive remedies. Physio-Control, Inc. 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, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

- a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America.
- b) Through The purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.
- c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.