

RESOLUTION NO. 2010-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, WAIVING FORMAL COMPETITIVE BIDS FOR THE PURCHASE OF TWO (2) MEDTRONIC/PHYSIO-CONTROL LIFEPAK 15 MONITOR/DEFIBRILLATORS AND ACCESSORIES FOR USE BY THE FIRE RESCUE DEPARTMENT, IN THE SUM OF \$59,970.83; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns Medtronic/Physio-Control LIFEPAK 12 and 15 Defibrillators and accessories for use by the Fire Rescue Department; and

WHEREAS, department personnel are trained on the use of this type of equipment; and

WHEREAS, this equipment is compatible with equipment used by neighboring City fire departments and such compatibility is beneficial for improved patient care; and

WHEREAS, purchasing substantially similar equipment will prevent operational confusion and allow for standardization of accessories, medical protocols and training procedures; and

WHEREAS, the LIFEPAK 15 Monitor/Defibrillator is a new model which is substantially similar to and replaces LIFEPAK 12 units; and

WHEREAS, the waiving of formal competitive bids in this matter will be in the public interest; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. The City of Pompano Beach hereby waives formal competitive bids for the purchase of a two (2) Medtronic/Physio-Control LIFEPAK 15 Monitor/Defibrillators and accessories for use by the Fire Rescue Department, and the City of Pompano Beach hereby authorizes the proper City officials to purchase the equipment and accessories for the total price of \$59,970.83.

SECTION 2. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2009.

LAMAR FISHER, MAYOR

ATTEST:


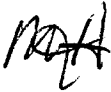
MARY L. CHAMBERS, CITY CLERK

GBL/jrm
10/6/09
l:reso/2010-10



**Pompano Beach
Fire Rescue**

**FIRE ADMINISTRATION
MEMO # 09-A261**

To: Harry Small, Fire Chief 
From: Michael Hohl, EMS Division Chief 
Date: 09/30/09
Re: LIFEPAK 15 Purchase

Attached are the required documents for the purchase of two (2) LIFEPAK 15 monitor/defibrillators. Following is the justification for standardization of Medtronic/Physio-Control LIFEPAK monitor/defibrillator:

- The City of Pompano Beach Fire Rescue currently uses the Medtronic/Physio-Control LIFEPAK 12 monitor/defibrillators which are on a replacement plan. The replacement for the LIFEPAK 12 is the new LIFEPAK 15 monitor/defibrillator.
- All department personnel are trained on the use of this particular brand of life saving equipment.
- Standardization of this piece of equipment is essential due to the fact that equipment compatibility with other cities during mutual aid calls, as well as multiple unit responses within the City of Pompano Beach is necessary. Use of multiple types/brands of defibrillators in the field could result in a delay in patient care due to unfamiliarity with the units.
- Accessories such as defibrillation/pacing pads, defibrillation/pacing cables, pulse oximetry cables and capnography cables are specific to each brand. Carrying multiple brands would require the purchasing of additional accessories in order to have multiple stocks in the warehouse as well as on all units.
- The ability of the LIFEPAK 15 to interface pulse oximetry and capnography directly into the defibrillator/monitor, which is a medical standard for the confirmation of proper endotracheal tube placement and the assessment of respiratory difficulty, no longer necessitates the purchasing of these two separate pieces of equipment. Unlike the LIFEPAK 12, the LIFEPAK 15 also

integrates the CO monitoring function currently found in a separate unit, which further streamlines our equipment needs.

- Repair and maintenance of the current brand are covered under a service contract and are performed by Medtronic/Physio-Control direct field service technician and all of the equipment is covered, including accessories. Software upgrades, which are installed during regular preventive maintenance, are only available through Medtronic/Physio-Control. Multiple brands would require multiple service contracts.
- Medical protocols and training procedures are developed based on the Physio-Control LIFEPAK to maintain standard practices.

Based on these key points, standardization of the defibrillators/monitor for Pompano Beach Fire Rescue is highly recommended.

The purchase price for these items is \$59,970.83 for two (2) LIFEPAK 15 monitor/defibrillator units in within the budgeted amount.

Attachments

Physio-Control sole source letter

Quote #1-133449105 for two (2) LIFEPAK 15 monitor/defibrillator units



**Pompano Beach
Fire Rescue**

**FIRE ADMINISTRATION
MEMO # 09-A262**

To: Gordon Linn, City Attorney
From: Michael Hohl, Division Chief *MHA*
Date: 09/30/09
Re: Review of Physio-Control LIFEPAK 15 Purchase

Attached is Memorandum #09-A261, which requests the purchase of two (2) LIFEPAK 15 monitor/defibrillator units from Physio-Control based on standardization and sole source. This purchase is part of our normal budgeted replacement plan. The LIFEPAK monitor/defibrillator unit is essential to our EMS operation. Please send me the necessary resolution to bring this item before the City Commission for approval.

If you have any questions, please contact me. Thank you.

Attachments:

Memorandum #09-A261 for LIFEPAK 15 Purchase

Physio-Control sole source letter

Quote #1-133449105 for two (2) LIFEPAK 15 monitor/defibrillator units

CC: Harry Small



Physio-Control, Inc.
11811 Willows Road NE, P.O. Box 97006, Redmond, WA 98052
Tel 425.867.4000 Toll-free 800.442.1142

www.physio-control.com

July 10, 2009

Pompano Beach Fire & Rescue
120 SW 3rd St
Pompano Beach, FL 33060

To Chief Michael Hohl:

In response to your recent request, I am writing to confirm that Physio-Control, division of Medtronic, Inc., is the only source from which to obtain the LIFEPAK® family of products, including upgrades, and services in your marketplace. Physio-Control does not utilize the services of any authorized dealers or distributors in the sale of our products in your marketplace.

Best regards,

A handwritten signature in cursive script that reads "Ann Kenville".

Ann Kenville
Customer Service Supervisor



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: Chief Michael Hohl
 Pompano Beach Fire Rescue
 120 SW 3rd St
 POMPANO BEACH, FL 33060
 Phone: (954) 786-4368
 Fax: (954) 786-4347
 michael.hohl@copbfl.com

Quote#: 1-133449105

Rev#: 6
 Quote Date: 10/01/2009
 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

TRADE-IN SERIAL NUMBER: 12959755
UPGRADES REFLECT SERVICE CONTRACT
SEE SERIAL NUMBERS BELOW

Exp Date: 11/20/2009

Contract: None

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	\$1,750.00	\$24,646.00	\$49,292.00
2	41577-000007 - LP15 SHIP KIT	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	11996-000091 - EDGE SYSTEM ELECTRODES WITH QUIK-COMBO CONNECTOR	4	\$37.00	\$37.00	\$0.00	\$0.00	\$0.00
4	ACCESSORY 11996-000091 OEM ELCTD 14 LANG 11998-000022 - TEST LOAD	2	\$84.00	\$84.00	\$0.00	\$0.00	\$0.00
5	ACCESSORY 11998-000022 LP12 TEST LOAD 11577-000004 - STATION BATTERY CHARGER	2	\$1,495.00	\$300.00	\$0.00	\$1,195.00	\$2,390.00
	AC OPERATION FOR STATIONARY APPLICATIONS, FOR USE WITH THE LI-ION 5.7 AMP BATTERY. INCLUDES AC POWER CORD, MOUNTING BRACKET AND OPERATING INSTRUCTIONS						
6	11577-000002 - KIT - CARRY BAG, MAIN BAG	2	\$250.00	\$37.50	\$0.00	\$212.50	\$425.00
	ACCESSORY 11577-000002 LP15 KIT CRY BAG						
7	11577-000001 - KIT - CARRY BAG, SHOULDER STRAP	2	\$28.00	\$28.00	\$0.00	\$0.00	\$0.00
	ACCESSORY 11577-000001 LP15 KIT CRY BAG						
8	11260-000039 - KIT - CARRY BAG, REAR POUCH	2	\$65.00	\$9.75	\$0.00	\$55.25	\$110.50
	KIT - CARRY BAG, REAR POUCH						
9	21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY	8	\$379.00	\$56.85	\$0.00	\$322.15	\$2,577.20
	RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE						
10	11220-000028 - Top Pouch	2	\$46.00	\$6.90	\$0.00	\$39.10	\$78.20
	Storage for sensors, and electrodes. Insert in place of standard paddles.						
11	11996-000323 - MASIMO SET RED LNCS PATIENT CABLE - 4 FEET	2	\$147.00	\$22.05	\$0.00	\$124.95	\$249.90
	RED LNC-04, PATIENT CABLE, 4FT, REF 2055						

Quote#: 1-133449105
 Rev#: 6
 Quote Date: 10/01/2009

Quote Products (continued)

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
12	UPG12BLUE - LIFENET BLUE upgrade (BlueTooth capability) Wireless Data Transfer upgrade for LP12 with -06 (4 MB) memory.	9	\$649.00	\$110.33	\$0.00	\$538.67	\$4,848.03

GRAND TOTAL \$59,970.83

Trade-in Detail

Product	Qty	Unit Value	Total Value
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Pricing Summary Totals

List Price:	\$79,241.00
Trade-ins:	- \$3,500.00
Cash Discounts:	- \$15,770.17

GRAND TOTAL FOR THIS QUOTE \$59,970.83

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 one 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 TO THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:

 CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

 NAME

 TITLE

 DATE

Ref. Code: JE//1-27G9XF

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.

SERIAL NUMBERS: 31504396; 31504399; 13932542; 3053801; 30538012; 32761489; 32761667; 33887664; 33887666

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.