Interoffice - Memorandum

To: Judith C. Boyko, Township Administrator

From: Anthony Goller, Fire Chief

Date: August 9, 2013

RE: **BUSINESS ITEM: PHYSIO CONTROL, $33,897.00 – MOTION TO APPROVE THREE (3) YEAR SERVICE CONTRACT FOR HEART MONITORS AND AED'S PAYABLE IN ANNUAL INSTALLMENTS**

Request purchase order approval for a three(3) year service contract with Physio Control for the annual service on our six (6) Heart Monitors and fourteen (14) AED's.

The contract will ensure that our monitors and AED's are operating at manufacturer's specification and expedited repairs. This contract will be paid in annual installments of $11,299.00 each of the three (3) years. Contract begins on 8/3/2013 and expires on 8/2/2016.

Over the past years we have experienced an approximate 5% increase in the year to year service contract with Physio Control for the annual service contract. This past year we are seeing a 5.2% increase from the previous year. By signing a three (3) year contract we will avoid the projected 5% increase each year and save approximately $1,100.00 over the life of the three (3) year service contact term.

Request approval for a three (3) year service contract in the amount of $33,897.00, payable in annual installments of $11,299.00 per year.

West Chester EMS

Recommendation

To: Chief Goller

From: Capt. Kelly

CC: AC Mays

Date: 7/31/2013

Re: 2013-2014 PhysioControl Maintenance Agreement

OK. Needed service. Also recommend locking in (3) year rate, if possible. Mays

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Chief,

It is time to renew our maintenance contract with PhysioControl for the preventative maintenance on our Lifepak 15 cardiac monitors and Lifepak 1000 AEDs. Our current contract will expire on August 2nd, 2012. We just had a service visit on July 25th where each device was inspected and tested by the service technicians. All of the devices passed inspection.

At this point, the service contract can be renewed for a one year term for $11,299.00, payable in a one-time installment. It should be noted that the cost of our service contract went up approximately 5.2 percent, or $560.00, from the 2012-2103 contract.

We can lock in the rate of $11,299.00 for the next three years if we choose for the cost of $33, 897.00, which is payable in annual installments of $11,299.00. If we do not choose this option, it is very likely that we will incur additional five percent increases every year.

Attached are the two versions of the service contract. I am recommending that we lock in the rate of $11,299.00 for the next three years by agreeing to the $33,897.00 contract, but I understand that budgetary constraints may require us to enter into another one year contract term. Please let me know how you would like to proceed.

Respectfully submitted,

Capt. Steve Kelly

TECHNICAL SERVICE SUPPORT AGREEMENT

PHYSIO CONTROL

Contract Number:

End User # 03807401
WESTCHESTER FD
9119 CINCINNATI DAYTON RD
WEST CHESTER, OH 45069

Bill To # 03807401
WESTCHESTER FD
9119 CINCINNATI DAYTON RD
WEST CHESTER, OH 45069

This Technical Service Support Agreement begins on 8/3/2013 and expires on 8/2/2016.

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 $33,897.00 per term, payable in Annual installments.

Special Terms

"15% discount on accessories and disposables"

Accepted: Physio-Control, Inc.

By:

Title:

Date:

Customer:

By:

Print:

Title:

Date:

Purchase Order Number:

Territory Rep: EALL58
Michael Oney
Phone:
FAX: 800-772-3340

Customer Contact:
STEVE KELLY
Phone: 513-777-1133
FAX:

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

Customer's signature or purchase order referencing this Technical Service Support Agreement are required prior to Physio-Control's acceptance of this Agreement. This Agreement covers only the equipment listed on Schedule A ("Covered Equipment"). These terms 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 Physio-Control.

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 initial Term is set forth on the front page of this Agreement. This Agreement shall automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current term. Prices are subject to change upon renewal.

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, 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.

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; (c) this Agreement shall be governed by the laws of the State in which the service is provided; (d) all costs and expenses incurred by the prevailing party related to the enforcement of its rights under this Agreement, including reasonable attorney's fees, shall be reimbursed by the other party.

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

Contract Number:

Servicing Rep: Michael Oney, EALL58
District: CENTRAL
Phone:
FAX: 800-772-3340

Equipment Location: WESTCHESTER FD, 03807401
9119 CINCINNATI DAYTON RD
WEST CHESTER, OH 45069

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	40598660	7	8/3/2013	8/2/2016	3
LIFEPAK®1000	320371500229	40598661	8	8/3/2013	8/2/2016	3
LIFEPAK®1000	320371500229	40598662	9	8/3/2013	8/2/2016	3
LIFEPAK®1000	320371500229	40598663	10	8/3/2013	8/2/2016	3
LIFEPAK®1000	320371500229	40598664	11	8/3/2013	8/2/2016	3
LIFEPAK®1000	320371500229	40598665	12	8/3/2013	8/2/2016	3
LIFEPAK®1000	320371500229	40598666	13	8/3/2013	8/2/2016	3
LIFEPAK®1000	320371500229	40598667	14	8/3/2013	8/2/2016	3
LIFEPAK®1000	320371500229	40598668	15	8/3/2013	8/2/2016	3
LIFEPAK®1000	320371500229	40598669	16	8/3/2013	8/2/2016	3
LIFEPAK®1000	320371500229	40598670	17	8/3/2013	8/2/2016	3
LIFEPAK®1000	320371500229	40598671	18	8/3/2013	8/2/2016	3
LIFEPAK®1000	320371500229	40598672	19	8/3/2013	8/2/2016	3
LIFEPAK®1000	320371500229	40598673	20	8/3/2013	8/2/2016	3

Scope Of Service Renewal POS LP15 5 Year On Site Rpr and 1 Ins per Yr:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 15	V15-2-001566	40575089	1	8/3/2013	8/2/2016	3
LIFEPAK® 15	V15-2-001566	40582725	2	8/3/2013	8/2/2016	3
LIFEPAK® 15	V15-2-001566	40592678	3	8/3/2013	8/2/2016	3
LIFEPAK® 15	V15-2-001566	40592884	4	8/3/2013	8/2/2016	3
LIFEPAK® 15	V15-2-001566	40592885	5	8/3/2013	8/2/2016	3
LIFEPAK® 15	V15-2-001566	40592887	6	8/3/2013	8/2/2016	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® 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® 1000 AED Inspection-Only with Battery Replacement Service includes:

• Periodic inspections as set forth on Schedule A.

• Updates installed a 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

o Replacement of up to one (1) LIFEPAK 1000 Rechargeable Battery Pak every two (2) years, or upon failure;

OR

o 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.

Agenda Items: Items Over $2500.00

Trustee Meeting: 8/13/13

PURCHASE ORDER	S132192		
VENDOR:	PHYSIO-CONTROL		
TOTAL ENCUMBRANCE	**$11,299.00**		
ACCOUNT	211-EM00-5319-000-000000		
	FIRST ANNUAL INSTALLMENT OF THREE	PRICE	$11,299.00
	YEAR CONTRACT	PRICE	$0.00