

City of Providence
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 331

EFFECTIVE July 14, 2014

RESOLVED, That the Members of the Providence City Council


hereby Authorize Approval of the following Sole Source Contract Award by the Board of Contract and Supply, in accordance with Section 21-26 of the Code of Ordinances.


Physio Control
(Fire Department) \$79,164.00

IN CITY COUNCIL

JUL 02 2014

READ AND PASSED


PRES.


CLERK
ACTING

Effective without the
Mayor's Signature


Lori L. Hagen
City Clerk

ACTING

MATTHEW M. CLARKIN, JR.
INTERNAL AUDITOR
25 DORRANCE STREET, ROOM #307
PROVIDENCE, RI 02903
Phone: (401) 421-7740 EXT. 577
Fax: (401) 351-1056
mclarkin@providenceri.com



City of Providence, Rhode Island Office of the Internal Auditor

May 15, 2014

Ms. Lori Hagen
City Clerk's Office
City of Providence
25 Dorrance Street
Providence, RI 02903

Dear Lori:

In accordance with Section 21-26 of the City's Code of Ordinances, I am writing to request that the following requested contract awards be submitted to the City Council and the Ways & Means Committee for approval.

- *Fire Department* – Request to encumber \$50,000 for Greenwood Emergency Vehicles (Sole Source) of North Attleboro, MA for repairs to all E-One Emergency response vehicles.
- *Fire Department* – Request to award approval of a 3-year service and maintenance contract to Physio Control (Sole Source) of Redmond, WA on the department's twenty-two LIFEPAK12 units.
- *Fire Department* – Request to encumber \$6,000 for Stryker Medical (Sole Source) of Portage, MI for the repair of stretchers.
- *Fire Department* – Request to encumber \$20,000 for Firematic Supply Company (Sole Source) of Yaphank, NY for repairs to autos and trucks.
- *Fire Department* - Request to encumber \$20,000 for A-1 Battery & Electric, Inc. (Sole Source) of Quincy, MA to rebuild specialized alternator.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew M. Clarkin, Jr.", is written over a horizontal line.

Matthew M. Clarkin, Jr.
Internal Auditor

Cc: Alan Sepe, Director of Operations
Francisco Ramirez, Director of Purchasing
Paul Thomas, Acting Asst. Chief of Department
James Lombardi, City Treasurer

CLARENCE A. CUNHA
Chief of Department

PAUL THOMAS
Acting Assistant Chief
of Department



ANGEL TAVERAS
MAYOR

STEVEN M. PARE
Commissioner of
Public Safety

May 8, 2014

The Honorable Angel Taveras
Chairman, Board of Contract & Supply
City Hall
Providence, RI 02903

Dear Mayor Taveras:

The Providence Fire Department respectfully requests a (3) Three year contract begin July 1, 2014 and expires June 30, 2017 for Service and Maintenance for (22) twenty two **LIFEPAK 12** in the amount of \$ 26,388.00 per year total of \$ 79,164.00 from:

PHYSIO CONTROL
11811 WILLOWS ROAD NE
REDMOND, WA 98052

The above vendor is the sole source manufacturer for this product. Enclosed is supporting documentation.

Funds are available in account # 101-303-54215

Respectfully submitted,

Clarence A. Cunha
Chief of Department

Finance Approval _____



Physio-Control, Inc. | Lifesaving starts here.™

ADDRESS
11811 Willows Road NE
Redmond, WA 98052

PHONE
TOLL FREE
800 442 1142

www.physio-control.com

May 7, 2014

Chief Jim Taylor
Providence Fire Department
325 Washington Street
Providence, RI 02903

Dear Chief Taylor,

In response to your recent request, I am writing to confirm that Physio-Control, Inc. is the sole source provider in your marketplace for:

- New LIFEPAK® 15, 20e, and 1000 devices
- Our factory refurbished line of RELI devices
- LIFENET® Data Management Solutions
- The LUCAS® 2 Chest Compression System
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections, and repairs
- The PulsePoint Agency System

Physio-Control does not authorize any resellers to sell these products or services in your marketplace. We will not fulfill orders placed by non-authorized businesses seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative or 1-800-442-1142.

Best regards,

Rebecca Joseph
Contract Analyst
Physio Control, Inc.
11811 Willows Road NE
Redmond, WA 98052-2003
rs.physiocontracts-east@physio-control.com



Physio-Control, Inc. | Lifesaving starts here.™

ADDRESS
11811 Wilcox Road NE
Redmond, WA 98052

PHONE
GENERAL
425 887 4000
TOLL-FREE
800 442 1142

www.physio-control.com

May 8, 2014

Chief Paul Thomas
Providence FD
325 Washington Street
Providence RI 02903

Dear Chief Thomas:

Ensuring your lifesaving devices continue to operate at peak performance is vital to patient care. The best way to maintain peak performance is with service offerings to provide peace of mind and fixed maintenance costs. As a current support service agreement customer, I trust you are satisfied with our service and understand the value of a service agreement, designed to maximize the return on your investment.

Benefits include-

- Help avert risk with assured compliance to recommended maintenance by manufacturer-trained, staff technicians.
- Periodic Quality Assurance Inspections – performed in accordance with manufacturer specifications
- Unlimited service calls including parts and labor
- Battery management and proactive battery replacement
- Battery charger repairs
- Discounts on feature upgrades
- Loaner devices available
- Software updates

My records indicate that it is time for you to renew your Service Support Agreement. Your current agreement is due to expire on June 30, 2014. Enclosed is a copy of your Service Agreement. To approve, please sign, retain a copy for your records and return all pages to our office by fax to 800-772-3340, email to rs.seaservicecontracts@physio-control.com or mail to the address above with attention to Pricing and Contracts Department.

Receipt of your signed agreement prior to the contract effective date will enable Physio-Control to continue to providing the premium service. Servicing activity will not be performed if a current Service Support Agreement is not in place.

Thank you for allowing us to be partners in health care. If you should have any questions, please feel free to contact me at 1-800-442-1142, option 1, extension 72411.

Sincerely,

Wendy Charbonneau
Field Service Representative
Rhode Island and South Eastern Massachusetts
wendy.a.charbonneau@physio-control.com
D: 1-800-442-1142, option 1, extension 72411W: www.physio-control.com

Enclosure

TECHNICAL SERVICE SUPPORT AGREEMENT

Contract Number:

End User # 03882101
PROVIDENCE FD
325 WASHINGTON ST
PROVIDENCE, RI 02903

Bill To # 03882101
PROVIDENCE FD
325 WASHINGTON ST
PROVIDENCE, RI 02903

This Technical Service Support Agreement begins on 7/1/2014 and expires on 6/30/2017.

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 \$79,164.00 per term, payable in Annual installments.

Special Terms

15% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES

Accepted: Physio-Control, Inc.

Customer:

By:

By:

Title:

Print:

Date:

Title:

Date:

Purchase Order Number:

Territory Rep: EAEE54
Wendy Charbonneau
Phone:
FAX: 800-772-3340

Customer Contact:
Chief James Taylor
Phone: 401-243-6066
FAX: 401-243-6488

Reference Number: E54-2831
Printed: 5/8/2014

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

Customer's signature on this Agreement or a valid purchase order referencing this Technical Service Support Agreement is required prior to Physio-Control's acceptance and performance 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, including Customer's purchase order. 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, but does not guarantee, to return service calls within two (2) hours and to resolve service issues within twenty-four (24) hours. Following Services, 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 and further described as they relate to each specific Physio-Control device on Schedule B:

"Repair Plus Service" or "Repair Only Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions (as set forth below).

"Preventative Maintenance" or "Inspection Only Service" means inspection and adjustment to maintain Covered Equipment in satisfactory operating condition. Inspections include tests, measurements, and a thirty-point evaluation of Covered Equipment. Covered Equipment is properly calibrated, mechanical operations are checked and adjusted, if necessary, and output measurements are verified to function properly. Electrical safety checks are also performed in accordance with National Fire Protection Association (NFPA) guidelines. Preventative Maintenance and Inspection Only Service are subject to Exclusions.

"Comprehensive Service" or "Repair & 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 being replaced, Physio-Control will invoice Customer the then-current rate for the replacement battery.

"On-Site Service" means that a Physio-Control factory-trained technician will provide Services 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 Services at scheduled times. Some Services 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 facility for repair.

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

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

EXCLUSIONS. Unless otherwise specified, Services do not include the following Exclusions:

- ☐ supply or repair of accessories or disposables
- ☐ repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes, or other products not distributed by Physio-Control
- ☐ 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 use to complete Services, Physio-Control will strive to provide Customer with a similar loaner device 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

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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 Comprehensive Service or Repair & 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 Services. Updates installed on Covered Equipment designated on Schedule A as Repair Plus Service, Repair Only Service, Preventative Maintenance Service, Inspection Only Service, or at a time other than regularly scheduled Comprehensive Service or Repair & Inspect Service, will be billed on a separate invoice at 20% off the then-current list price of the Update. For all Service plans, if parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

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

PRICING. Pricing is set forth on the first page of this Agreement, on the Quote for Services, and/or on the Invoice for the Services purchased. 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 Preventative Maintenance Service, Inspection Only Service, Comprehensive Service, and Repair & Inspect Service, no pricing deduction will be made for removal of Covered Equipment if preventative maintenance and inspection have already been performed during the Term and no further preventative maintenance and inspection are scheduled to occur. Discounts may 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 repair/replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date Services were performed or a repair/replacement part was provided. Customer's sole remedy shall be reservicing the affected Covered Equipment 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 of this Agreement is set forth on the first page of this document, or in the Quote and/or Invoice for the Services purchased. 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 by Customer, 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 list-price cost of any preventative maintenance, inspections, or repairs 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. Any device that is not covered by either a Physio-Control Limited Warranty or a current Physio-Control Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at customer's cost at the then-current list prices prior to being covered under a Technical Service Support Agreement. Physio-Control reserves the right to refuse to support any device that has been remanufactured by a company other than Physio-Control.

MISCELLANEOUS. (a) During the Term of this Agreement and for one (1) year following its expiration, without Physio-Control's prior written consent, Customer agrees to not to solicit or offer employment to anyone who is employed by Physio-Control to provide Services such as those described in this Agreement; (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 Services are 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.

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

Contract Number:

Servicing Rep: Wendy Charbonneau, EAEE54

District: NORTHEAST

Phone:

FAX: 800-772-3340

Equipment Location: PROVIDENCE FD, 03882101
325 WASHINGTON ST
PROVIDENCE, RI 02903

Scope Of Service On Site Comprehensive Coverage

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-005985	33603495	1	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-005985	33603494	2	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-005985	33601400	3	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-005985	33601399	4	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-005985	33601398	5	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-005985	33601397	6	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-005985	33601396	7	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-005985	33601394	8	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-005985	33601393	9	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-005985	33601392	10	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-005985	33601391	11	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-005985	33601390	12	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-005985	33601388	13	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-005985	33601387	14	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-005985	33601386	15	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-005985	33601385	16	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-005985	33601384	17	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-005985	33601383	18	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-005985	33601382	19	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-005985	33601381	20	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-007228	39433990	21	7/1/2014	6/30/2017	3
LIFEPAK® 12	VLP12-02-007228	39433991	22	7/1/2014	6/30/2017	3

** Denotes an inventory line that has changed since the last contract revision or addendum.

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MEDTRONIC EMERGENCY RESPONSE SYSTEMS, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number:
Additional Items

Service Type	Item	Quantity	Start Date	End Date
CASE CHANGE	LP12/15/20 CASE CHG 1-9	3	7/1/2014	6/30/2017

** Denotes an additional item line that has changed since the last contract revision or addendum.

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

LIFEPAK® 12 Defibrillator/Monitor Services

LIFEPAK® 12 Defibrillator/Monitor Comprehensive Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 12 Defibrillator/Monitor listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
 - o Replacement of failed internal coin cell batteries; and
 - o Replacement of four (4) Physio-Control FASTPAK® batteries, FASTPAK 2 batteries, LIFEPAK SLA batteries, LIFEPAK NiCd batteries every two years, or upon battery failure; or
 - o Replacement of three (3) LIFEPAK Lithium-ion batteries every two years, or upon battery failure
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 12 Defibrillator/Monitor Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 12 Defibrillator/Monitor listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
 - o Replacement of failed internal coin cell batteries; and
 - o Replacement of four (4) Physio-Control FASTPAK® batteries, FASTPAK 2 batteries, LIFEPAK SLA batteries, LIFEPAK NiCd batteries every two years, or upon battery failure every two years, or upon battery failure; or
 - o Replacement of three (3) LIFEPAK Lithium-ion batteries every two years, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 12 Defibrillator/Monitor Preventative Maintenance Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

Reference Number: E54-2831

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