

RESOLUTION NO. 2018 - 84

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO PURCHASE TWELVE (12) CHEST COMPRESSION SYSTEMS FOR ST JOHNS COUNTY FIRE RESCUE AND TO EXECUTE A PURCHASE ORDER WITH PHYSIO CONTROLS, INC FOR THE PURCHASE.

RECITALS

WHEREAS, the County seeks to purchase twelve (12) Chest Compression Systems for St. Johns County Fire Rescue; and

WHEREAS, the purchase of the equipment will be funded by St. Johns County Fire Rescue; and

WHEREAS, the purchase of the equipment serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to purchase Twelve (12) Lucas 3.0 Series Chest Compression Systems and Accessories.

Section 3. The County Administrator, or designee, is further authorized to execute a purchase order in the amount of \$150,210.56 for the purchase of (12) Lucas 3.0 Series Chest Compression Systems and Accessories from Physio-Control, Inc, as the sole source provider of the specified systems.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20 day of March, 2018.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: Henry Deary
Henry Deary, Chair

ATTEST: Hunter S. Conrad, Clerk
By: Pam Natterman Deputy Clerk

RENDITION DATE MAR 22 2018



**REQUEST FOR APPROVAL
ST JOHNS COUNTY PURCHASING**

SUBJECT: Lucas 3, 0 Chest Compression Systems for Fire Rescue

SUGGESTED VENDOR: Physio Control **ESTIMATE:** \$151,000

REASON FOR REQUEST:
 A. Standardization D. Only Known Supplier G. Public Safety Emergency
 B. Spare Parts E. Delay of Construction Contractor H. Time Restriction
 C. Replacement Parts F. Environmental Urgency I. Other

PURCHASING POLICY NUMBER:

BUDGET ACCOUNT NO/DESCRIPTION: 0048/56400 **BUDGETED AMOUNT:** \$156,132

Standardization of medical devices and equipment on Fire Rescue ambulances.

REQUISITIONER: Amy Land *Amy Land* **DATE:** 2-12-18

DEPT. MANAGER: Jeff Prevatt *JP* **DATE:** 2-12-18

DIVISION MANAGER: **DATE:**

PURCHASING REVIEW

DISPOSITION: A. Concurs with Request
 B. Does not concur with Request
 C. Requires approval(s) as listed below

COMMENTS:

BUYER: **DATE:** **PURCHASING MANAGER:** **DATE:**

MANAGEMENT REVIEW

DISPOSITION: A. Concurs with Request
 B. Does not concur with Request

COMMENTS:

____ Darrell Locklear, Assistant County Administrator **DATE:**

____ Joy Andrews, Assistant County Administrator **DATE:**

____ Michael D. Wanchick, County Administrator **DATE:**

(Use reverse side for additional comments)
Return to Purchasing when completed.

Revised 04/05/07



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
 Sales Order fax 800.732.0956
 Service Plan fax 800.772.3340

To ST JOHNŞ CTY FIRE & RESCU
 Attn: David Reams, Chief
 3657 GAINES RD
 SAINT AUGUSTINE, FL 32084
 (904) 209-1730
dreams@sjcf.us

Quote Number 00112075
 Revision # 1
 Created Date 1/31/2018
 Sales Consultant Susan Cote
 (407) 497-2636
susan.cote@stryker.com
 FOB Redmond, WA
 Terms All quotes subject to credit approval and the following terms and conditions
 NET Terms NET 30
 Expiration Date 5/1/2018

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99576-000043	LUCAS 3.0 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, 2 SUCTION CUPS, 1 RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	12.00	15,950.00	-2,871.00	13,079.00	156,948.00
Trade-in product	Trade in of Physio-Control LUCAS 1 towards the purchase of LUCAS	12.00	0.00	0.00	-2,500.00	-30,000.00
11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	12.00	730.00	-109.50	620.50	7,446.00
11576-000071	LUCAS Power Supply	12.00	379.00	-68.22	310.78	3,729.36
11576-000060	LUCAS Battery Desk-Top Charger	12.00	1,195.00	-203.15	991.85	11,902.20

Subtotal USD 150,025.56

Estimated Tax USD 0.00

Estimated Shipping & Handling USD 185.00

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

Grand Total USD 150,210.56

Pricing Summary Totals

List Price Total USD 219,048.00

Total Contract Discounts Amount USD 0.00

Total Discount USD -39,022.44

Trade In Discounts USD -30,000.00

Tax + S&H USD 185.00

GRAND TOTAL FOR THIS QUOTE
USD 150,210.56

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing Address same as address on quote	Shipping Address same as Billing Address
Account Name	Account Name
Address	Address
City	City
State Zip Code	State Zip Code
Accounts Payable Contact Information	
Accounts Payable Contact	Accounts Payable Phone Number
Accounts Payable Email	Customer is Tax Exempt? Yes No
Authorized Customer Signature	
Name	Signature
Title	Date

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

To update any customer information, please complete form at www.physio-control.com/account/

Reference Number SC/01121506/156560

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's 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.

ADDRESS11811 Willows Road NE
Redmond, WA 98052**PHONE**GENERAL
425 867 4000
TOLL-FREE
800 442 1142www.physio-control.com

March 12, 2018

Physio-Control, Inc. is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets for the following products:

- New LIFEPAK[®] 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS[®] Chest Compression System
- TrueCPR[™] Coaching Devices

Physio-Control, Inc. is the sole-source provider in all markets for the following products and services:

- RELISM (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET[®] System and related software
- CODE-STAT[™] Data Review Software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS[®] Software
- HomeSolutions.NET[®] Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe SolutionSM Government Campus Solution

Physio-Control is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH[™] MAC EMS Video Laryngoscope
- McGRATH MAC Disposable Laryngoscope Blades
- McGRATH X Blade[™]

Physio-Control does not authorize any resellers to sell these products or services in the markets listed above. 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 at 800.442.1142.

Sincerely,

PHYSIO-CONTROL, INC.



Matt Van Der Wende, Senior Director, Americas Sales

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