



**CITY OF CORAL GABLES**

405 Biltmore Way  
Coral Gables, FL 33134  
(305) 460-5102

**Finance Department / Procurement Division  
Request for Sole Source Procurement  
(Over \$25,000 requires Commission approval)**

Section 2-689 A contract may be awarded without competitive bids or proposals when the Procurement Officer, after conducting a good faith review of all available sources, determines in writing, pursuant to a written request from a department head, that the contract by its very nature is not suitable to competitive bids or proposals, as there is only one source for the required supply, service or construction item capable of fulfilling the needs of the city.

Contract ID: SS 2021-004

**PART I: Department/Vendor Information**

Division/ Department	5500/FIRE	Dept. Contact	Xavier Jones	Requisition No.	0023030
Suggested Vendor	Stryker	Service/Item Description	3 year Maintenance Agreement For LUCAS & Life Pak15	Value	\$55,630.80 (\$18,543.60 per year)

**PART II: Explanation (Supporting documentation must be attached)**

Sole Source Justification	LUCAS & Life Pak 15 is an automatic Cardio-Pulmonary Resuscitation(CPR) device and cardiac monitor respectfully. Paramedics utilize this devices on all cardiac and cardiac arrest incidents for lifesaving measures. This 3 year service agreement is provided by its manufacturer "Physio-Control," now STRYKER, which will maintain, repair and replace any parts of the LUCAS and Life Pak 15 devices annually. This service agreement has been the standard for Coral Gables Fire Department for the past three years. This agreement covers 13 pieces of equipment during Fiscal Year 21, FY22 and FY23. The following 13 pieces of equipment are listed: LUCAS-35173478, LUCAS-35173476, LUCAS-35173110, LUCAS-35173061, LP15-39059482, LP15-39803437, LP15-40336515, LP15-41022667, LP15-42234599, LP15-44620349, LP15-44620429, LP15-45807179, and LP15-46574120. It would not be financially responsible not to purchase a service agreement considering the cost of the unit replacement. Also, Stryler provides a 15% discount to the City for signing a 3 year service agreement. The cost breakdown is \$18,543.60 annually for a total of \$55,630.80 for 3 years. Physlo-Control, now STRYKER, is a sole source provider as stated in the supporting documentation.
------------------------------	---

Department Head Signature

1.12.2021

Date

1/19/21

Date

Chief Procurement Officer Signature



Physio-Control, Inc. [Viewing starts here](#)

ADDRESS  
18511 Shavano Rd, Suite  
100A, Dallas, TX 75248

PHONE  
(972) 442-1142  
125.861.0000  
300.442.1142

[www.physio-control.com](http://www.physio-control.com)

January 23, 2019

Dear Customer,

Physio-Control, Inc. is the sole-source provider in the Hospital (hospital 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 defibrillators
- New LIFEPAK 1000 defibrillators
- New LUCAS<sup>®</sup> Chest Compression Systems
- TrauCPR<sup>™</sup> Coaching Device

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

- RELI<sup>™</sup> (Rebuilt Equipment from the Licensing Innovators) devices
- LIFESET<sup>®</sup> System and related software
- Factory authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HemoEMS<sup>®</sup> Software
- HemoNET<sup>®</sup> Software
- ACLS (non-obtained) LIFEPAK<sup>®</sup> defibrillators


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

- McGRATH<sup>®</sup> MAG EMS Video Laryngoscope
- McGRATH<sup>®</sup> MAC Disposable Laryngoscope Blades
- McGRATH<sup>®</sup> X Blade<sup>™</sup>

Physio-Control does not authorize any resellers to sell these products or services in the markets listed above. We will not fill orders placed by non-authorized business seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative at 800.442.1142.

Best regards,

PHYSIO-CONTROL, INC.

  
 Alan O'Leary  
 Vice-President, Americas Sales

Sales Rep Name: Amanda McBride  
 ProCare Service Rep: Miguel Rodriguez

3800 E. Centre Ave  
 Portage, MI 49009

Date: 9/2/2020  
 ID #: 200902083321

**PROCARE PROPOSAL SUBMITTED TO:**

Billing Acc Num:		Name:	Xavier Jones
Shipping Acct Num:	1126645	Title:	Chief
Account Name:	Coral Gables Fire Department	Phone:	(305) 460-5102
Account Address:	2815 Salzedo St	Email:	xjones@coralgables.com
City, State Zip:	Coral Gables, FL 33134		

**PROCARE COVERAGE**

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Total
1	LUCAS	LUCAS	LUCAS Prevent Onsite	4	3	\$16,848.00
2	LP15	LifePak 15	LP15 Prevent Onsite	9	3	\$48,600.00

**PROGRAM INCLUDES:**

**LUCAS Prevent Onsite:**

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test linear sensor and recalibrate if needed
- Lubricate and adjust mechanical parts, including compression module and claw lock
- Clean hood, fan, intake and bellows
- Perform functional test on all mechanical components and electronics
- Computer-aided diagnostics
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap, as deemed necessary by Stryker
- Repairs (parts and labor) to restore equipment to manufacturer specifications
- Replace up to 2 LUCAS chest compression system batteries in accordance with the Instructions for Use or upon battery failure\*
- LUCAS Battery Desk-Top Charger, LUCAS Aux Power Supply, LUCAS Car Cable repair or replacement as deemed necessary by Stryker\*
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap

\*\* (Onsite Repairs or Depot Depending on Agreement) \*\*

**LP15 Prevent Onsite:**

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
- Check electrode expiration dates and recommend replacement as needed
- Check printer operation and trace quality
- Repairs (parts and labor) to restore equipment to manufacturer specifications
- LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker\*
- Power-adaptor repair or replacement
- Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure\*
- Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure\*
- Replacement of protective display shield, corner bumper guards, CO2 connector cover, shoulder strap, handle, device labels, and battery pins as deemed necessary by Stryker at time of annual inspection.

\*\* (Onsite Repairs or Depot Depending on Agreement) \*\*

Unless otherwise stated on contract, payment is expected upfront.  Annual Payments <b>\$18,543.60</b> See below for complete payment schedule	ProCare Total	\$65,448.00
	Discount	15%
	<b>FINAL TOTAL</b>	<b>\$55,630.80</b>

Start Date: 10/1/2020  
 End Date: 9/30/2023

**PAYMENT SCHEDULE**

<u>Date</u>	<u>Payment</u>	<u>Int Paid</u>	<u>Prin. Remaining</u>	<u>Balance</u>
<b>Starting Balance</b>				<b>\$ 55,630.80</b>
10/1/2020	\$ 18,543.60	\$ -	37,087.20	\$ 37,087.20
10/1/2021	\$ 18,543.60	\$ -	18,543.60	\$ 18,543.60
10/1/2022	\$ 18,543.60	\$ -	-	\$ -

**Purchase Order Form**



Account Manager \_\_\_\_\_  
 Cell Phone \_\_\_\_\_

Purchase Order Date \_\_\_\_\_  
 Expected Delivery Date \_\_\_\_\_  
 Stryker Quote Number 200902083321

Check box if Billing same as Shipping

BILL TO		CUSTOMER #
Billing Account Num	0	
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num	1126645	
Company Name	Coral Gables Fire Department	
Contact or Department	Xavier Jones	
Street Address	2815 Salzedo St	
Add'l Address Line		
City, ST ZIP	Coral Gables, FL 33134	
Phone	(305) 460-5102	

Authorized Customer Initials \_\_\_\_\_

Authorized Customer Initials \_\_\_\_\_

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

**Accounts Payable Contact Information**

Name \_\_\_\_\_  
 Email \_\_\_\_\_  
 Phone \_\_\_\_\_

**Authorized Customer Signature**

Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

Attachment      Stryker Quote Number      **200902083321**

\*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

## **ProCare - PRODUCT SERVICE PLAN AGREEMENT – CORAL GABLES FIRE DEPARTMENT (November 2020)**

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Sales Corporation, through its Medical Division, hereinafter referred to as "Stryker", and the Organization, Institution, Facility or Municipality named on the face of the ProCare Proposal, hereinafter, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions. Stryker accepts Customer's order expressly conditioned on Customer's assent to the terms set forth in this document. Customer's order and acceptance of any portion of the services shall confirm Customer'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 Stryker of any purchase order, acknowledgment, or other document from Customer specifying different and/or additional terms shall be effective unless signed by both parties.

### **1. SERVICE COVERAGE AND TERM**

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Proposal as the equipment ProCare Program(s) (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on the Equipment Schedule attached to the Proposal (the "Equipment"). The Services and the Service Plan(s) are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan(s) coverage, term, start date, and price of the Services appear on the face of the Stryker Proposal.

### **2. EQUIPMENT SCHEDULE CHANGES**

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. The parties shall mutually agree that Stryker shall adjust the charges and modify the Equipment Schedule to reflect any additions.

### **3. INSPECTION SCHEDULING**

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

### **4. INSPECTION ACTIVITY**

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, the parties mutually agree to review and amend this Agreement.

### **5. CUSTOMER OBLIGATIONS**

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker Service Representatives will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker Service Representatives to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker Service Representatives to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker Service Representatives its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

### **6. SERVICE INVOICING**

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice, or the minimum period as may be established under the Customer's state-mandated regulations. Failure to comply with Net 30 Day (or state regulated) terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

### **7. PRICE CHANGES**

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

### **8. INITIAL INSPECTION**

This Agreement shall be applicable only to such Equipment as listed in the Equipment Schedule, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

### **9. MAINTENANCE INSPECTION**

This Agreement may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

#### **17. WARRANTY OF NON-EXCLUSION**

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

#### **18. COMPLIANCE**

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 962499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. In performance of this Agreement, Stryker shall also comply with all applicable state and federal regulations, including but not limited to discrimination laws.

#### **19. CONFIDENTIALITY**

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

#### **20. HIPAA**

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws.

#### **21. MISCELLANEOUS**

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that either party shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the state where Customer is located. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.