

090370

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
BIDS AND PROPOSALS

TO: President and Village Board of Trustees
FROM: David A. Hulseberg, Village Manager
DATE: June 11, 2009
TITLE: PURCHASE OF THREE VIDEO LARYNGOSCOPES
SUBMITTED BY: George E. Seagraves, Fire Chief

RESULTS:

Date Bids Were Published: Date Bidding Closed: N/A
Total Number of Bids Received N/A
Total Number of Bidders Meeting Specifications Yes
Bid Security Required Yes
Performance Bond Required Yes
Were Any Bids Withdrawn Yes
Explanation Yes
If yes, explain:
Waiver of Bids Requested? X Yes
If yes, explain:
Award Recommended to Lowest Responsible Bidder Yes
If no, explain:

FISCAL IMPACT:

Amount of Award: \$27,085.00

BACKGROUND/RECOMMENDATION:

Verathon of Bothell, Washington, is the sole producer of video laryngoscopes.

Has Recommended Bidder Worked for Village Previously Yes No
If yes, was quality of work acceptable Yes No N/A
Was item bid in accordance with Public Act 85-1295? Yes No
Waiver of bids - Public Act 85-1295 does not apply Yes No

REVIEW (as needed):

Finance Director XX *[Signature]* Date 6/11/09
Village Manager XX *[Signature]* Date 6-11-09

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 Noon, Wednesday, prior to the Board Agenda distribution.


Attachments

GES:lh

Please place on the June 18, 2009, BOT Agenda a Waiver of Bid and the purchase of three (3) video laryngoscopes in the amount of \$27,085.00, from Verathon of Bothell, Washington. Attached is a memo from Lt. Paul DiRienzo explaining why this is a sole vendor purchase. We would like to move as quickly as possible with this purchase so we can implement their usage in as short of a time range as reasonable and not wait until the August 2009 Board of Trustees Meeting.

RE: PURCHASE OF VIDEO LARYNGOSCOPES

DATE: June 11, 2009

FROM: George E. Seagraves, Fire Chief 

TO: David A. Hulseberg, Village Manager





RECEIVED
JUN 10 2009
FIRE DEPT.

To: Chief Seagraves

From: Lt. Paul Di Rienzo

Regarding: Purchase of the Video Laryngoscopes

I have submitted a purchase requisition for the GlideScope video laryngoscope blades. The purchase will be from Verathon Medical. They are the only producer of this product. The product was designed for Military and Pre-Hospital care. This intubation tool will allow for direct visualization of the larynx and vocal cords allowing for rapid airway management and control.

Attached is the sales agreement that has come within the budgeted amount of \$29,100. Also included with the purchase are three digital video recorders. If purchased separately, they would be an additional \$2000 each.

VERATHON Medical
20001 North Creek Parkway
Bothell, WA 98011

425-867-1348

www.verathon.com

Sincerely, Lt. Di Rienzo



Sales Agreement

Date: 5/27/2009

20001 North Creek Parkway, Bothell, WA 98011
 Main: 425-867-1348 Fax: 425-883-2896 www.verathon.com

New Customer
 Existing Customer
 Pre-Pay Customer
 (credit report & tax ID required)

Acute, Dept.
 Extended Care
 Other
 Primary Care
 Urology

Verathon Inc. Use Only
 Sales Order #:
 Onyx #: 1068858 Incident #: 347939
 Sales Rep: George Karavas
 Rep. #: 1754
 Note: 630.219.8606 cell
 866.844.4140 fax

Billing Address
 Company: Lombard Fire Department
 Purchasing Contact: Lt. Paul Dirienzo
 Dept.:
 Address: 255 E. Wilson Ave
 City: Lombard State: IL
 County: DuPage Zip: 60148
 Tel.: 630.620.5738
 Fax:
 E-mail Address: dirienzop@villagefire.org

Shipping Address
 Company: Village of Lombard
 End User: Lombard Fire Dept.
 Dept.: Fire
 Address: 50 E. St. Charles
 City: Lombard State: IL
 County: DuPage Zip: 60148
 Tel.: 630.620.5736
 Fax: 630.620.5801
 E-mail Address:

Quantity	Part Number	Description	Unit Price	Extended Price
3	0270-0415	GlideScope Ranger Single Use System	\$ 8,995.00	\$ 26,985.00
		GlideScope Digital Video Recorders	\$ -	\$ -
		FREE	\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
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Trade In Model # _____ Unit S/N: _____ Probe S/N: _____
 * ScanPoint®-reliant units (6x00 series) require annual calibration.
 Buyer's Initial: _____

Legal Entity: Corporation LLC Partnership Sole Proprietorship
 Payment Information
 Credit Card Invoice
 Customer Purchase Order #:
 Special Shipping Instructions:
 Tax Exempt?: YES (supply certificate) NO

0003-0111-19-01 M. Evans Sales Agreement Page 1 of 3
 Buyer's Initials:

This Sales Agreement ("Agreement") is entered into as of the date written above ("Effective Date") by and between Verathon Inc. ("Seller") and Buyer. Seller and Buyer acknowledge and agree to be bound by this agreement, including the Terms and Conditions of Sale on page 2. The parties have caused this Agreement to be executed below by their authorized representatives. The parties agree that a facsimile or electronic copy of this Agreement will be treated in all respects as the original.

Order Confirmation: This Agreement constitutes a binding and enforceable contract by and between Seller and Buyer. Seller's acceptance of Buyer's order is expressly conditioned upon Buyer's assent to these terms and conditions to the exclusion of any additional or different terms or conditions, which assent shall be presumed conclusively from Buyer's failure to timely object in writing or from Buyer's acceptance of any of the product ordered. No modification of any provision will be valid unless set forth in writing, signed by both parties.

Delivery: Delivery is FOB Bothell, Washington, USA. Title and risk of loss pass to Buyer upon tender to carrier, provided, however, Seller reserves a purchase money security interest in the product and any accounts receivable, general intangibles or proceeds arising from the sale, license or other disposition there from, until the entire amount due Seller for the product has been paid in full. Buyer agrees to pay reasonable shipping costs. Seller will not be liable for any delay or failure to deliver resulting from conditions beyond Seller's reasonable control or which would cause Seller to incur unreasonable expense.

Terms of Payment: Upon each shipment, Seller will issue an invoice to Buyer. If deemed necessary by Seller, partial shipments shall be made and invoiced at their value. Buyer agrees to accept partial shipments. Payment terms are net thirty (30) days from the date of the invoice, and any outstanding balance shall bear interest at a rate of one and one-half percent (1.5%) per month. All payments shall be in United States dollars. Seller may change its credit terms and/or suspend performance under any order when, in the opinion of Seller, Buyer's financial condition or record of payment so warrants. In the event of default, and if this account is turned over to an agency and/or attorney for collection, the undersigned agrees to pay all reasonable attorney fees and/or costs of collection whether or not suit is filed.

Taxes: Buyer agrees to pay any and all sales, use, excise, personal property and any other tax related to the sale of the product.

Washington Law: This Agreement shall be construed, enforced and governed by the laws of the State of Washington, without reference to conflicts of laws provisions. Venue for any action brought to interpret or enforce any provision of this Agreement shall be in the state or federal courts situated in King County, Washington. Each party agrees that such courts shall have exclusive jurisdiction over any such suit, and each party hereby submits to such jurisdiction.

Warranty: Buyer may return the product for a full refund at any time during the first thirty (30) days following the date of invoice ("Warranty Period"). Buyer shall not be entitled to a refund after the Warranty Period. The product must be returned to the address below and must reference a return authorization number issued by Seller.

Customer Care Department, Verathon Inc., 2001 North Creek Parkway, Bothell, WA 98011 U.S.A. 1 800-331-2313

THIS WARRANTY IS GIVEN BY SELLER WITH RESPECT TO THE PRODUCT IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. SELLER DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER'S RIGHT TO RECEIVE A FULL REFUND PURSUANT TO THE TERMS OF THIS AGREEMENT SHALL BE THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO BUYER FOR BREACH OF THIS WARRANTY. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER PARTY FOR EXEMPLARY, INCIDENTAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP OF BUYER AND SELLER.

Under ScanPoint Total Reliability Plan™ and the Glidescope® Total Customer Care Premium Warranty™ a Buyer-owned BladderScan® Volume Instrument (6x00 series) or Glidescope® Instrument will be replaced with an instrument if it is rendered inoperable as a result of an accidental drop or mishandling with a deductible of \$1,000.00 US for the 6x00 series or \$500.00 US for the Glidescope®, or the local currency equivalent. Please refer to your ScanPoint® license agreement for additional terms and conditions on the ScanPoint®. The deductible charge can be applied on an unlimited basis per instrument. Devices dropped the first time or multiple times are included. Warranty does not apply if the product has been damaged due to or as the result of service or modification by anyone other than an authorized Verathon® service center or if the Glidescope® equipment has been exposed to temperatures in excess of 60 degrees C. It is not the policy of Verathon® or its wholly owned subsidiaries to replace instrument, accidentally dropped, with no deductible fee or charge.

Problems with a Buyer-owned computer, network or programs installed therein are not included in this warranty. Verathon Inc. will service such problems for an additional fee. **Indemnification; Attorneys' Fees:** Buyer agrees to indemnify and hold Seller harmless against all claims, damages and attorneys' fees arising or otherwise in relation to, or resulting from the installation, maintenance or operation of the equipment. If any legal action or other proceeding is brought for the enforcement or interpretation of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and costs, in addition to any other relief to which it may be entitled, including those incurred on appeal or in bankruptcy proceedings.

Waiver; Severability: The Failure of Seller to enforce any provision of this Agreement shall not constitute a waiver of such provision. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, then that provision shall be amended to achieve as nearly as possible the same economic and practical effect as the original provision and the remaining provisions of this Agreement shall in no way be affected. **Assignment; Successors:** Buyer may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Seller. No attempt to assign or transfer in violation of this provision will be binding upon Seller. This Agreement is binding upon and enforceable against any successor or permitted assign.

Credit Report Authorization: The undersigned buyer hereby consents to Verathon Inc.'s use of a consumer credit report in order to evaluate the credit worthiness of the undersigned as principal(s) or proprietor(s) in connection with the extension of credit as contemplated by this Sales Agreement, consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq.

E.I.N. or S.S.N.
(new customers only)

Seller's Acceptance

Signature _____
Date _____
Printed Name _____
Title _____

Buyer's Acceptance & Agreement

Signature _____
Date _____
Printed Name _____
Title _____