

RESOLUTION NO. R-24-59

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ZOLL MEDICAL CORPORATION FOR THE PURCHASE OF A THREE-YEAR EXTENDED WARRANTY AND PREVENTATIVE MAINTENANCE PLAN, FOR ALL SIX (6) ZOLL X-SERIES CARDIAC MONITORS IN SERVICE WITH THE GLADSTONE FIRE DEPARTMENT, IN THE TOTAL AMOUNT OF \$31,338.00.

WHEREAS, given the increasing costs involved of repairing and maintaining highly-specialized medical devices, Zoll Medical Corporation provides an all-inclusive repair, preventative maintenance, and recertification program; and

WHEREAS, the devices are rigorously inspected, repaired, and recertified to factory specifications; and

WHEREAS, the Fire Chief has determined that Zoll's extended warranty plan is the best purchase option for the City of Gladstone; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager is authorized to enter into a purchase agreement with Zoll Medical Corporation for the purchase of an Extended Warranty Program in the amount of \$31,338.00.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 9TH DAY OF SEPTEMBER 2024.



Tina Spallo, Mayor

ATTEST:



Kris Keller, City Clerk



Request for Council Action

RES ☒ # R-24-59

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date 08/26/2024

Department: Fire

Meeting Date Requested: 09/09/2024

Public Hearing: Yes ☐ Date: Click here to enter a date.

Subject: A Resolution authorizing the City Manager to enter into an agreement with Zoll Medical Corporation for the purchase of a three year extended warranty and preventative maintenance plan for all Zoll X-Series cardiac monitors in service with the Gladstone Fire Department, in the total amount of \$31,338.00.

Background: Given the increasing cost of repairing and maintaining highly-specialized medical devices, Zoll provides an all-inclusive repair, preventative maintenance, and recertification program. This program provides no less than three (3) ZOLL-certified service technicians to examine and service each device. Ultimately, the device is recertified to factory specifications and returned to service at no additional expense to the department.

Budget Discussion: Funds are budgeted in the amount of \$31,338.00 from the CERF Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$0.

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Mike Desautels
Fire / EMS Chief

JM
City Attorney

BB
City Manager



EXPERTCARE EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Gladstone Fire and EMS Station #2 (Customer # 148573)

ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

Attn: Mike Desautels 18165723479 / mikede@gladstone.mo.us

Bill To: Gladstone Fire and EMS Station #2
6569 North Prospect Avenue
Gladstone, MO 64119

Ship To: Gladstone Fire and EMS Station #2
6569 North Prospect Avenue
Gladstone, MO 64119

From: Jennifer McCormick
Service Contracts Representative
(978) 805-6472 / jmcormick3@zoll.com

QUOTATION: 00042167
Quote Date: August 27, 2024
Quote Pricing: Valid for 60 Days

PM Contact: Mike Desautels - 18165723479 mikede@gladstone.mo.us

X Series

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-89033-PP	Professional Defibrillators/Monitors - Precision Service Plan - 3 Years On-Site X SERIES-Precision Service Plan, 3 Years, On-Site, Post-sale. Includes: Annual preventive maintenance, and parts and labor on normal wear and tear. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the One Year Product Limited Warranty. Serial Number(s): AR15I015187, AR16H020995 & AR17H026352	07/01/2024 to 06/30/2027	3	\$5,370.00	\$4,833.00	\$14,499.00
8889-89033-WF	Professional Defibrillators/Monitors - Worry-Free Service Plan - 3 Years On-Site X SERIES-Worry-Free Service Plan, 3 Years, On-Site, Post-sale. Includes: Annual preventive maintenance, SurePower Battery replacement upon failure, and accidental damage (See comments) coverage. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the One Year Product Limited Warranty. Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website. Serial Number(s): AR18K035835, AR21K062946	07/01/2024 to 06/30/2027	2	\$6,510.00	\$5,859.00	\$11,718.00
8889-89900-WFP	Worry-Free Pro-Rated Service Plan - X Series, R Series, Propaq Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the ZOLL Limited Product Warranty. Serial Number(s): AR23K079393	12/19/2024 to 06/30/2025	7	\$180.00	\$162.00	\$1,134.00
8889-89022-WF	Professional Defibrillators/Monitors - Worry-Free Service Plan - 2 Years On-Site X SERIES-Worry-Free Service Plan, 2 Years, On-Site, Post-sale. Includes: Annual preventive maintenance, SurePower Battery replacement upon failure, and accidental damage (See comments) coverage. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the One Year Product Limited Warranty. Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website. Serial Number(s): AR23K079393	07/01/2025 to 06/30/2027	1	\$4,430.00	\$3,987.00	\$3,987.00
						TOTAL: \$31,338.00



EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Gladstone Fire and EMS Station #2 (Customer # 148573)

Quote No: 00042167 Continued

ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

COMMENTS:

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30 after ZOLL Medical Corporation invoice date.
3. If PM's are purchased or applicable: PM work will be scheduled 60-90 days after the agreement is signed.
4. 10% Multi-Unit Discount only applies when the Total Contract Value is invoiced in full and paid in Net 30 Days.

TERMS & CONDITIONS: The terms and conditions of this contract are set forth in the attachments. By signing this contract, Customer acknowledges having read the terms and conditions and agrees to be bound by them.

ZOLL Medical Corporation

Gladstone Fire and EMS Station #2

Authorized Signature:

Print Name

Robert M. Baer

Title:

City Manager

Date:

September 10, 2024

Preventive Maintenance Terms and Conditions

1. Preventive maintenance ("PM") will be invoiced upon ZOLL's receipt of quote with an authorized signature (the "PM Contract") and, if available, a purchase order.
2. Any PMs that remain unused as of the end of a one-year PM contract will be forfeited and no monies will be refunded to the customer. Any PMs that remains unused as of the end of the initial term of the Multi-year PM Contract will automatically roll over into the next year of the PM Contract. Any PMs that remains unused as of the end of the second and subsequent years of the PM Contract, will be forfeited and no monies will be refunded to the customer.
3. If the customer purchases new ZOLL equipment, unused PMs will be transferred to the new equipment at the end of the factory warranty.
4. If ZOLL determines during the course of performing PM that a repair is required and the device is not covered under warranty, ZOLL will request customer authorization in order to repair the device.
5. Upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy. The loaner will be provided for use while the device is being serviced by ZOLL.
6. It is the customer's responsibility to ensure devices covered by the PM Contract are available for Preventative Maintenance at the scheduled times.

ZOLL Medical Corporation
EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT for Gladstone Fire and EMS Station #2

Quote No:00042167

Extended Warranty Terms and Conditions

1. The ZOLL Extended Warranty ("EW") extends the term of ZOLL's Factory Warranty by the number of years selected by the customer. EW coverage commences upon the expiration of the Factory Warranty, and is subject to the terms and conditions contained in the Factory Warranty. The EW does not apply to accessories.
2. The price of the EW will be invoiced upon ZOLL's receipt of quote with an authorized signature from the customer and, if available, a purchase order from the customer.
3. The EW is not transferrable and cannot be cancelled. However, if the customer replaces equipment covered by an EW with new ZOLL equipment, upon customer's request, the remaining time under the EW will be transferred to the new equipment at the end of the factory warranty. All requests to transfer the remaining balance of an EW must be submitted in writing to the ZOLL Service Contracts department within 60 days of date of shipment of new equipment. Failure to submit EW transfer request will result in the forfeiture of remaining EW.
4. If the customer has a claim under an EW, customer must call the ZOLL Help Desk (800-348-9011) to arrange for a Return Authorization in advance of sending the unit for evaluation at ZOLL Headquarters.
5. All repairs are performed at ZOLL headquarters in Chelmsford, MA. If a unit needs to be repaired, upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy.
6. If no claims are made under the EW during the EW period, the purchase price of the EW is not refundable.