



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$1001-\$10,000), formal quotes (\$10,001 - \$19,999.99), or formal bid (\$20,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding \$20,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Gregg M. Bayer Division/Dept: Public Safety/Fire

Phone 231-5623 Email bayerg@lexingtonky.gov

Type of Purchase: (X) Goods/Materials/Equipment () Services

Cost: \$44,885.25

Sole Source Request for the Purchase of: Lucas 2 Chest Compression System

One Time Purchase To Establish Sole Source Provider Contract
(Subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name Physio Control Inc

Contact Name Joe King

Address 11811 Willows Rd NE, PO Box 97023, Redmond VA 98073-9723

Phone 1-800-442-1142 Email joe.king@physio-control.com

STATEMENT OF NEED: (Add additional pages as needed) See attached



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My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. Describe the product or service and list the necessary features this product provides that are not available from any other option. (see attached for detailed description)

_The Lucas II Chest Compression device is a battery operated device utilizing a plunger system to deliver optimal cardiac chest compressions to victims of cardiac arrest. The sustainment cost of the device is 40% cheaper than the competitor and fits a wider range of patients based on weight and chest diameter. The battery system employed is lithium ion technology which consistently holds a charge after repeated cycles.

2. Below are eligible reasons for sole source. Check one and describe.

Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

1. Approved via CSEPP (funding agency) in medical equipment cache
2. Sustainment cost
3. Interoperability
4. Greater population of patients (based on size and shape) that can benefit from this device.

Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

Uniqueness of the service. Describe.

The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

Used item with bargain price (describe what a new item would cost). Describe.



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- Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:

3. Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).

____ Physio Control is the exclusive distributor of the Lucas II Chest Compression Device. It is only sold through the regional sales representative.

4. How was the price offered determined to be fair and reasonable?

(Explain what the basis was for comparison and include cost analyses as applicable.)

____ Market value set by physio control, not the representative. Cost is comparable with previous purchased unit allowing for manufacture increase.

5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.

____ As outlined in the "needs" justification, cost savings are realized for the consumable components of this device as compared to the competitor's device.



Mayor Jim Gray

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

**Division of Fire and Emergency Services
Special Operations, Homeland Security**

Keith Jackson, Fire Chief

Gregg M. Bayer, Battalion Chief

August 30, 2012

To Whom It May Concern:

This correspondence outlines the "statement for need" as required in the Justification for Sole Source Certification form, LFUCG Division of Purchasing.

Background:

In 2010 the Lexington Fire Department purchased a CPR assist device through a competitive bid process. The bid was awarded to Medtronic ERS (a subsidiary of Physio- Control) for purchase of one Lucas II Chest Compression System. The purchase was with monies approved by the Chemical Stockpile Preparedness Program in support of mass casualty operations at no cost to the LFUCG. The decision to award the bid to Medtronic was based upon operational capability and sustainment. The competing bid (Zoll, Auto Pulse) took exceptions to 11 of the 20 bid requirements, with three critical operational exceptions:

1. The Zoll Auto Pulse will only accept patients with a chest no greater than 15 inches (Lucas is almost 18")
2. The Zoll Auto Pulse has a weight restriction of 300 lbs (Lucas has no restriction)
3. The Zoll Auto Pulse design mandates defibrillation pads in place before the device can be applied (Lucas has no restrictions)

Sustainment cost was another key factor in choosing the Lucas device over the Auto Pulse. The latter requires a new band for each use at a unit cost of \$100.00. Per manufacture instructions and directives these are not reusable. The Lucas II uses a suction cup that is reusable. During a trial period of 10 patients in cardiac arrest the Lucas II device was not replaced and found to be operational effective amongst all 10 patients. The replacement cost of the Lucas II device is \$ 40.00. Following manufacture recommendations and utilizing past years numbers of cardiac arrest the cost of sustaining the operational status of the equipment was \$12,000 for the Zoll Auto Pulse as compared to \$4,800.00 for the Lucas II. This is a net savings of \$ 7,200.00 to the LFUCG.

Need:

The primary purpose of any CPR assist device is to improve patient outcomes. The Lucas II Chest Compression System is associated with spontaneous return of circulation in 72% of cardiac arrest victims as compared to manual CPR. This information was derived from a trial study of the Lucas II in 2010 involving 47 cases of cardiac arrest conducted by the Lexington Fire Department. Long term outcomes are improved with the early return of cardiac function, preventing biological death from ensuing and limiting long term neurological damage.

Improving the model of operational efficiency is paramount in the outcome of cardiac arrest victims. The mantra we utilize to establish the need for another ALS unit is run volume greater than 3000/yr... Currently all of our EC units exceed that and only three EC units are slightly under 4000/yr. Unit availability (manpower)

H O R S E C A P I T A L O F T H E W O R L D

becomes a crucial factor especially in dealing with victims of cardiac arrest. Clinical death occurs once the heart stops beating, irreversible biological death occurring within 4-6 post cardiac arrests. The use of the Lucas II device frees up manpower, typically taken from a first responder unit thus keeping the unit in an available status.

Safety of our personnel is constantly evaluated from an operational standpoint. How to effectively perform CPR while moving in an ambulance to a definitive care facility has been a challenge on many fronts. The use of the Lucas II device eliminates the need for our firefighters/paramedics to lean over the patient to perform chest compressions in a moving vehicle. Instead personnel can remain seated and perform BLS/ALS functions without compromising personal safety.

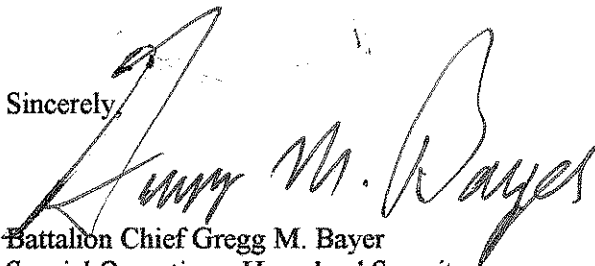
Finally in cases of mass influx of potential patients (i.e. CSEPP event) the ratio of responders to patients becomes grossly disproportionate. The Lucas II device "frees up" one person who would be assigned to compressions. Human CPR can only be performed for so long before a fatigue factor sets in and affects the quality of compressions delivered. AHA recommends the switching of personnel performing compressions at regular intervals (every two cycles) thus creating the need for supplemental manpower. The machine never gets tired and consistently performs CPR within optimal parameters.

Interoperability:

The Division of Fire has already received one Lucas II CPR device. Additionally surrounding counties have the same device. Within our own division the logistics of stocking and maintaining identical devices is simplified as compared to maintaining inventory for multiple devices. From time to time mutual aid is rendered or received from surrounding emergency service providers. Familiarity and training become a key issue in proper use of equipment. The use of identical equipment helps to eliminate an operational failure point.

The Chemical Stockpile Preparedness Program has approved the Lucas II device for purchase as part of the medical response arsenal in receiving or affected communities. In the event of a large release, responders from other CSEPP states, Colorado, Alabama, and Maryland may assist in rendering aid to casualties. Familiarity with common equipment, again, eliminates a failure point.

Sincerely,



Battalion Chief Gregg M. Bayer
Special Operations, Homeland Security
Division of Fire and Emergency Services
Office: 859-231-5623
Cell: 859-983-4215
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 Redmond, WA 98073-9723 U.S.A
 www.physio-control.com
 www.medtronic.com
 tel 800.442.1142
 fax 800.732.0956

To: Major Brian Wood
 EMS Operations
 Lexington Fire Dept
 219 E Third
 Lexington, KY 40508
 Phone: (859) 231-5644
 woodb@lexingtonky.gov

Quote#: 1-239173784
Rev#: 3
Quote Date: 09/04/2012
Sales Consultant: Joe King
 800-442-1142 x 72618
FOB: Redmond, WA
Terms: All quotes subject to credit approval and the following terms & conditions

Contract: None

Exp Date: 12/03/2012

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	99576-000024 - LUCAS 2, 2.1 SW, IN SHIPPING BOX, EN LUCAS 2, 2.1 SW, IN SHIPPING BOX, EN	1	\$14,495.00	\$2,174.25	\$0.00	\$12,320.75	\$12,320.75
2	11576-000039 - LUCAS 2 BATTERY LUCAS 2 BATTERY	1	\$633.00	\$94.95	\$0.00	\$538.05	\$538.05
3	11576-000055 - LUCAS 2 POWER SUPPLY WITH CORD, REDEL, US LUCAS 2 POWER SUPPLY WITH CORD, REDEL, US	1	\$303.00	\$45.45	\$0.00	\$257.55	\$257.55
4	11576-000046 - LUCAS 2 SUCTION CUP, DISPOSABLE 3-PACK DISPOSABLE SUCTION CUP FOR USE WITH LUCAS 2 3-PACK	1	\$128.00	\$19.20	\$0.00	\$108.80	\$108.80
5	11576-000053 - LUCAS BACK PLATE GRIP TAPE 3-PACK LUCAS BACK PLATE GRIP TAPE 3-PACK	1	\$96.00	\$14.40	\$0.00	\$81.60	\$81.60
6	LUONS-R&I1 - LUCAS 2 Point of Sale Service Agreement - 1 Yr On Site, Repair and Inspect	1	\$1,395.00	\$0.00	\$0.00	\$1,395.00	\$1,395.00
7	50999-000118 - ZONE TRAVEL CHARGE: ZONE 2	1	\$75.00	\$0.00	\$0.00	\$75.00	\$75.00

SUB TOTAL \$14,776.75
 ESTIMATED TAX \$0.00
 ESTIMATED SHIPPING & HANDLING \$185.00
GRAND TOTAL \$14,961.75

Pricing Summary Totals

List Price: \$17,125.00
 Cash Discounts: - \$2,348.25
 Tax + S&H: + \$185.00

GRAND TOTAL FOR THIS QUOTE \$14,961.75

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. 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 covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the 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 the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause 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-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf.

Service Terms

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. 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, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.