# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Service Quote; Brown's Medical Imaging

**Action Requested:** County Manager Signature

**Parties to the Agreement:** Sheriffs office and Browns Medical imaging & Lexipol

**Term Begins:** **Term Ends:** **Grant Contract #:**

**Summary:**

Browns Medical is a service call for repair of detention center imaging machine & the Lexipol is a training subscription for all detention officers

**Fiscal Impact:** approx $12, 500

**Submitted by:** Scott Jackson **Submitter's Email Address:** sjackson@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:
Per Adam, please separate the two items in this request and forward only the Brown's Medical Imaging service quote. I have no concerns with that item. Adam confirmed there is sufficient spending authority in the 2020 adopted budget to cover the cost. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/18/2020

**County Attorney Review:** (●) Required ( ) Not Required

Comments:
ok db 5/18/20 - when separated as Linda requests

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/19/2020 Certificate of Insurance Required Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\emense Discharge Date: 6/19/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/23/2020

*Revised April 2015*

# BROWN'S MEDICAL IMAGING

**Service Quote**
Presented to:

Christopher Reilly
**Gunnison County Jail**
200 North Iowa Street
Gunnison, CO 81230

| | | | |
|---|---|---|---|
| Date: | 6/15/20 | Presented by: | Mike Johnson |
| Valid for: | 10 days | Phone: | 402-960-7554 |
| Billing: | at time of order | Email: | mjohnson@brownsmedicalimaging.com |
| Service Level: | TBD | Fax: | 402-330-1120 |

## SecurPass Service

| Description | Total Price | Select |
|---|---|---|
| **SecurPass Service call**<br>Includes:<br>• New Daqboard Part # 3721V481<br>• Install Labor/Travel<br>• Includes: 1 PM<br>• Line Conditioner Upgrade | $12,180.00 | ☒ |
| **Platinum Service**<br>• This is **a 5 year non-cancellable agreement**; billed annually and effective date of signature for serial number: _____<br>Coverage includes:<br>• **Above listed SecurePass Service call**<br>• All replacement parts<br>• Telephone diagnostic and repair support Monday through Friday, 8:00 a.m. to 5:00 p.m., CST, exclusive of BMI holidays<br>• All Labor & Travel coverage Monday through Friday, 8:00 a.m. to 5:00 p.m., local time, exclusive of BMI holidays.<br>• Two Preventative Maintenance inspections per year done during normal business hours. Normal business hours Monday-Friday 8 a.m. to 5 p.m. Repair and/or calibration requirements will be noted and may be scheduled for repairs on later date.<br>• Software updates commercially available during the coverage term, with installation during normal business hours, are included. Normal business hours Monday-Friday 8 a.m. to 5 p.m. CST<br>• Reduced afterhours service/travel rate is is $375 per hours M-F and Saturday. The rate is $562 per hour on Sunday and holidays | $10,000.00/yr | ☐ |

**TERMS AND CONDITIONS OF SERVICE**

(a) This Agreement shall not apply to any repairs made necessary by accident, misuse, abuse, neglect, theft, fire or water damage, power surges, or to repairs made resulting from service performed by anyone other than a BMI representative.

a. Service requested due to unauthorized modifications or unmerited reasons will be charged at our normal labor rate and will be billed separately to the customer.

(b) This agreement contains the entire agreement between the parties and supersedes all prior agreements or representations between the parties.

(c) BMI shall be responsible for the repair, recalibration, or replacement of any equipment rendered unserviceable to the customer solely as the result of negligent or wrongful acts by BMI personnel in conducting service operations. In the event of such negligence, the determination of repair or replacement will be made at the discretion of BMI. In no event shall BMI be responsible or liable to the customer, or any representative of the customer, in excess of its obligation to repair, recalibrate, or replace the equipment serviced under this agreement.

(d) This Agreement shall apply only to service performed by BMI personnel.

(e) The coverage period is indicated on the applicable Service Quote. Prior to the end of the Coverage Period, this Agreement may be renewed at a mutually agreed upon price and Coverage Term between both Parties.

a. Termination without cause: Either Party may terminate this Agreement after providing the other with 60 days' prior written notice. In case of such termination by Customer, Customer will be assessed a cancellation fee of 25% of the residual Agreement price, based on the effective termination date. Such fee will be due within 10 days of effective date of termination. BMI may set-off, credit, or refund any unused amounts prepaid by customer, at the sole discretion of BMI.

b. Either Party may terminate this Agreement if the other fails to perform any duty within, limits access to Equipment, or files for bankruptcy ("Default") after providing the defaulting party written notice of its Default and allowing the defaulting party 30 days to cure such default. Customer must provide notice to BMI in case of bankruptcy. BMI may elect to suspend services upon Customer Default. BMI may terminate within 10 days if Customer breaches payment obligations.

(f) The laws of the State of Nebraska shall govern this Agreement, without regard for its conflicts of laws principles.

(g) This Agreement may not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld.

(h) BMI shall ensure that all employees, agents and subcontractors or other persons or entities which provide any items or services on behalf of, or at the direction of BMI under this Agreement ("Personnel") have and maintain all the skills, experience, and qualifications necessary to provide the Services, including any required training, registration, certification or licensure.

(i) If this Agreement is subject to the Medicare statutes and regulations governing access to books and records of subcontractors, then for a minimum of four (4) years after the expiration of this Agreement, BMI shall retain and allow the authorized representatives of Customer, the Comptroller General and the Department of Health and Human Services access to this Agreement and to the books, records, and other documents of BMI that are necessary to verify the nature and costs paid to BMI pursuant to this Agreement. If BMI carries out any duties of this Agreement by means of a subcontractor, including any organization related by ownership or control with BMI, and the cost or value of which is $10,000 or more over a twelve (12) month period, then BMI shall require the subcontractor to comply with the provisions of this Section. In the event BMI receives a request for access, BMI agrees to promptly notify Customer.

(j) BMI shall maintain in force, at BMI's sole cost and expense, the insurance coverage described below.

i. General liability insurance, covering bodily and personal injury, property damage, and contractual liability, in a minimum amount of One Million Dollars ($1,000,000) per claim and Five Million Dollars ($5,000,000) in the annual aggregate.

ii. Automobile liability insurance covering use of all owned, non-owned and hired automobiles in a minimum amount of One Million Dollars ($1,000,000) per claim and in the annual aggregate.

iii. Worker's compensation insurance in amounts required in accordance with Applicable Laws within the State work is being performed.

(k) BMI and Customer will attempt to settle any claim or controversy arising from this Agreement through negotiation in good faith. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Unless either party has issued a notice of termination, the parties will continue to fulfill their obligations under this Agreement while working towards resolution of any dispute.

(l) To ensure equipment availability, inspections will be performed by prior appointment. Time spent waiting on the availability of equipment for preventive maintenance will be charged at our normal labor rate and will be billed separately to the customer.

(m) For service agreements that include glassware coverage; glassware will be replaced in the event of a catastrophic failure, a physicists documented requirement, or upon the recommendation of BMI service personnel.

a. For agreements not specifically covering glassware replacement, or in cases where the customer requests glassware be replaced outside of catastrophic failure, or without a BMI or physicist recommendation, glassware materials and replacement labor will be charged at the applicable BMI labor rate and then-current BMI price for parts.

(n) BMI provides 24/7 service dispatch through an after-hours paging service. Call 1-800-701-9729 and select prompt #3 for access to after-hours support. BMI will respond to customer's request for service within 2 hours by telephone. Customer will be charged .25 hours of the prevailing BMI Remote Diagnostic Support hourly rate for the return call.

(o) This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment will be operative or valid, it will have been reduced to writing and signed by both parties.

(p) Each party agrees to indemnify, defend, and hold harmless the other party, and its affiliates, subsidiaries, officers, directors, agents, and employees, against any loss, claim, damage, liability, cost or expense, including but not limited to attorneys' fees and court or other costs, that may result from any third party claim if and to the extent caused by any breach of this Agreement by such party, its agents, or employees.

(q) BMI reserves the right to refuse service on this contract if the customer is greater than 30 days past due on billings under this contract. Contract service will resume as soon as practicable after customer account is made current. Service contract payment terms are net 10 days. Balances greater than 30 days past due will accrue finance charges at 1.5% per month or the maximum amount allowed by state and federal law.

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A SIGNED QUOTATION SHALL CONSTITUTE A BINDING PURCHASE ORDER FROM THE CUSTOMER TO BROWN'S MEDICAL IMAGING.

**BROWN'S MEDICAL IMAGING**

By: Mike Johnson 6/15/20
Mike Johnson Date

**GUNNISON COUNTY JAIL**

By: _____
Representative Date