



ROWAN COUNTY FINANCE DEPARTMENT

130 W. Innes Street, Salisbury, NC 28144

704.216.8170

www.rowancountync.gov

James M. Howden, CPA | Finance Director

Memorandum

To: Rowan County Board of Commissioners
Aaron Church, County Manager

From: James M. Howden, Finance Director
David Sifford, Purchasing Agent

Re: Approval to Purchase Sixteen Tempus ALS Monitor/Defibrillators

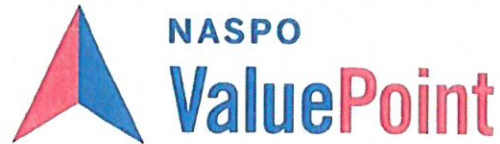
Date: November 30, 2020

In accordance with G.S. 143-129(e)(3), Rowan County is exempt from bidding requirements if the County purchases equipment from a contract established through a competitive bidding group purchasing program and if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in that contract. Code Blue Resources, authorized dealer for Philips Healthcare, has agreed to extend to the County a better price and terms as set forth in its contract with the Oklahoma NASPO Multi-State Purchasing Contract (Oklahoma NASPO contract #OK-SW-300) for the lease of sixteen Tempus ALS Monitor/Defibrillators. The cost of the monitor/defibrillators to Rowan County, excluding taxes, is \$12,429.16 monthly, for a sixty-month term. The total cost of the monitors will be \$745,749.60 which includes a \$70,000 allowance for old monitor/defibrillators. This cost is \$7,408.80 less than the price (\$753,158.40) established in the NASPO contract with Philips.

The NASPO Participating Addendum for the State of North Carolina, the Authorization to Participate in NASPO Multi-State Contract from Phillips Healthcare, the Authorized Distributor Letter for Code Blue Resources (authorized distributor for Philips Healthcare in North Carolina) from Philips Healthcare, and the pricing breakdown for the monitor/defibrillators from the NASPO contract are attached. Also attached is the lease agreement between Rowan County and Philips Medical Capital. The fiscal year 2021 cost of \$74,574.96 has been included in the fiscal year 2021 budget.

Staff's Recommendation: The Department of Emergency Services, Information Technologies Department and the Finance Department recommend that a contract be awarded to Code Blue Resources (NC Distributor for Philips Healthcare) for the lease of sixteen Tempus ALS Monitor/Defibrillators at a cost not to exceed \$745,749.60, and to approve the associated lease agreement with Philips Medical Capital.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**AUTOMATIC EXTERNAL
DEFIBRILLATORS & ACCESSORIES**
Led by the State of Oklahoma

Master Agreement #: OK-SW-300

Contractor: **PHILIPS HEALTHCARE,**
A DIVISION OF PHILIPS NORTH AMERICA, LLC

Participating Entity: **STATE OF NORTH CAROLINA**

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the Automatic External Defibrillators & Accessories led by the State of Oklahoma for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of North Carolina. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Dennis Matarese
Address:	13457 William Myers Court Palm Beach Gardens, FL 33410
Telephone:	561-310-9423
Fax:	
Email:	Dennis.matarese@philips.com

Participating Entity

Name:	Grant Braley, Category Manager
Address:	116 West Jones Street, Raleigh NC 27603
Telephone:	(919) 807-4519



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Fax:	(919) 807-4510
Email:	grant.braley@doa.nc.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER

AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

NORTH CAROLINA TERMS AND CONDITIONS
MANDATORY FOR PARTICIPATION AGREEMENTS

- a. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the State of North Carolina or any of its sub-units in or as part of any commercial advertising or marketing of products or services.
- b. **GOVERNING LAWS:** Solely with respect to matters or disputes related to or arising from purchase orders issued hereunder by governmental entities within the State of North Carolina, this agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
- c. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records, solely to the extent they relate to transactions and matters involving North Carolina's participation in the Contract, to verify accounts and data affecting fees or performance under the Contract, as provided in G. S. §143-49(9).
- d. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
- e. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and



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performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

- f. **CERTIFICATIONS:** Vendor certifies to the best of its knowledge, each of the following:
- a). that this bid is submitted competitively and without collusion, as required by G.S. 143-54;
 - b). that none of its officers, directors or controlling owners has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2);
 - c). that it is not an ineligible vendor as set forth in G.S. 143-59.1;
 - d). that no employee or agent of Vendor has offered, and no State employee has accepted, any gift or gratuity in connection this contract, in violation of N.C.G.S. § 133-32; and
 - e). that it, and each of its sub-contractors under this contract, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system, as required by G.S. §143-48.5.
- g. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or Federal constitutional provision or principal that otherwise would be available to the State under applicable law.
- h. **ELECTRONIC PROCUREMENT:**
- (a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.
 - (b) **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.



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(c) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. Pursuant to G.S. 147-86.23, the Service will charge interest and late payment penalties on past due balances. Interest shall be charged at the rate set by the Secretary of Revenue pursuant to G.S. 105-241.21 as of the date the balances are past due. The late-payment penalty will be ten percent (10%) of the account receivable. Within thirty (30) days of the receipt of invoice, Vendor may dispute in writing the accuracy of an invoice. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the EProcurement Service that accounts for the amount of the invoice.

(d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the EProcurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, Bids received, evaluation of Bids received, award of contract, and the payment for goods delivered.

(e) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

VENDOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ANY SUB-CONTRACTOR OR DEALER INVOLVED IN PERFORMANCE UNDER THIS CONTRACT IN THE EVENT THAT SUCH SUBCONTRACTOR OR DEALER DEFAULTS ON PAYMENT.

5. Lease Agreements: Reserved

NASPO ValuePoint
PARTICIPATING ADDENDUM

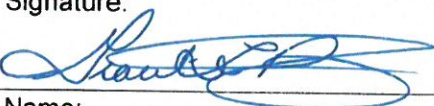


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6. Subcontractors: All contactors, dealers, and resellers authorized in the State of North Carolina, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of North Carolina	Contractor: PHILIPS HEALTHCARE, A DIVISION OF PHILIPS NORTH AMERICA, LLC
Signature: 	Signature: Margaret <small>Digitally signed by Margaret Messelaar DN: cn=Margaret Messelaar, o=Philips Healthcare a division of Philips North America LLC, ou=Director Commercial Contracts, email=margaret.messelaar@philips.co m, c=US Date: 2018.01.30 10:43:35 -05'00'</small>
Name: Grant F. Braley	Name: Messelaar
Title: Category Manager	Title:
Date: January 31, 2018	Date:

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	(503) 428-5705
Email:	thay@naspovaluepoint.org

**[Please email fully executed PDF copy of this
document to**

PA@naspovaluepoint.org

**to support documentation of participation and posting
in appropriate data bases.]**



Exhibit A-1

Authorization to Participate in Oklahoma NASPO Multi State Contract

1. Philips hereby authorizes Distributor to participate in Philips contract with the multi-state WSCA NASPO contract, Master Agreement OK-SW-300 between Philips in the territories and states listed below.

2. Distributor is permitted to sell only those Manual Defibrillator (RDT, ALS) and related supplies as included on the Naspo Contract to entities within the State listed below eligible to purchase the products under Master Agreement OK-SW-300. The Master Agreement OK-SW-300 and all State Participating Addenda can be viewed at <https://www.naspo.valuepoint.org/portfolios/portfolio-contractor/philips/>.

Manual Defibrillator Market	Manual Defibrillator Territory
All Entities as permitted in State Participating Addendum	State of North Carolina: Master Agreement # OK-SW-300 Commonwealth of Virginia: Master Agreement # OK-SW-300

3. **Pricing:** Distributor agrees to sell the RDT, ALS products at the OK-SW-300 contract price with no further compensation or additional discount. Failure to sell at the OK-SW-300 price shall constitute a default and may result in removal from the OK-SW-300 contract as an authorized Philips reseller or termination of your Philips Master Distributor Agreement. NASPO Master Agreement OK-SW-300 contract pricing can be viewed at <https://www.naspo.valuepoint.org/portfolios/portfolio-contractor/philips/>.

4. Reports:

a. Distributor will use the attached template to report all sales to eligible entities under the OK-SW-300 contract.

b. Contract sales reporting shall be provided no later than the seventh (7th) business day of the quarter. (example: 1/12/2021, 4/9/2021)

c. Contract sales reporting shall be emailed to : tracings@philips.com

c. Accurate and prompt submission of the OK-SW-300 sales reporting is the sole responsibility of the Distributor. Philips reserves the right to chargeback the Distributor for all costs and penalties resulting directly from the Distributors delays and errors. Failure to provide accurate and prompt sales reporting shall constitute a default and may result in removal from the OK-SW-300 contract as an authorized Philips reseller or termination of the Philips Master Distributor Agreement.

d. Philips will use the Reports for its own the purposes including fee payments under OK-SW-300. The right to use the Reports shall survive termination or expiration of the Agreement. This report of OK-SW-300 sales is in addition to providing the monthly sales reports as specified in the Master Distributor Agreement.

5. Indemnification

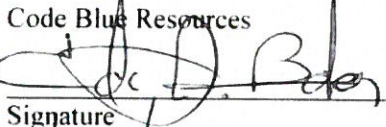
Distributor will defend, indemnify and hold harmless Philips, its directors, officers, employees and agents from and against all liabilities, costs, damages, claims and expenses, including reasonable attorneys' fees, arising from or related to any actual or alleged (i) acts or omissions by Distributor in connection with the Participating Addendum and the Multi-state contract OK-SW-300 managed by the State of Oklahoma (OK); (ii) breach by distributor of any express or implied covenant, representation,



warranty, obligation, or other term of this agreement or (iii) any negligent act or omission or willful misconduct of distributor or their agents, employees or subcontractors.

Signed:

Code Blue Resources



Signature

9/29/20

Date

Carla J. Baker
President



NASPO Distributor
Sales.xlsx



Philips Healthcare
a division of
Philips North America LLC
222 Jacobs Street, 3rd Floor
Cambridge, MA 02141
800-934-7372 telephone
800-947-3299 facsimile

PHILIPS

November 4, 2020

Authorized Distributor Letter for Code Blue Resources, LLC

To Whom It May Concern,

This letter verifies that Code Blue Resources, LLC with its offices at 1743 S. Main St., Suite 202, Wake Forest, NC 27587 is authorized to distribute the Philips Healthcare RDT ALS products included on Master Agreement OK-SW-300 through December 31, 2020. The complete RDT ALS product listing is located at <https://www.naspoaluepoint.org/portfolio/automatic-external-defibrillator-aed-accessories-2017-2022/philips-healthcare/>.

Code Blue Resources, LLC is authorized to perform the following for the RDT ALS equipment referenced above:

- **Sell RDT ALS equipment, including accessories**
- **Provide training for this equipment.**

Should Code Blue Resources, LLC be awarded a contract via a bid process, please note that all purchase orders for Philips equipment will need to be placed directly with Code Blue Resources, LLC and Code Blue Resources, LLC will ship products and invoice for those orders.

All warranty and servicing of this equipment and its parts is performed only by Philips Healthcare as the manufacturer at its designated factory locations. These requirements are supported by Philips when the equipment referenced above is purchased via authorized distributors.

If you have any questions regarding this, please contact Brent Madigan at brent.madigan@philips.com

Best Regards,



Margaret Messelaar
Director, Commercial Contracts
Philips Healthcare
222 Jacobs Street, 3rd Floor
Cambridge, MA 02141

Confidential

Item	NASPO cost	Quantity	Total	Comments
Tempus Pro monitor Pkg 2	\$24,400.00	16	\$390,400.00	
Tempus LS manual defib	\$6,800.00	16	\$108,800.00	
Email License	\$0.80	16	\$12.80	
ePCR Export License	\$0.80	16	\$12.80	
Corsium Cloud	\$600.00	80	\$48,000.00	Annual subscription fee, each device X 5 years (16 x 5 = 80)
12-Lead ECG	\$2,600.00	16	\$41,600.00	
ST/QT Real-time	\$400.00	16	\$6,400.00	
Glasgow 12 lead algorithm	\$185.60	16	\$2,969.60	
LS Defib Pads, Adult	\$36.80	16	\$588.80	
LS Defib Pads, Pedi	\$40.80	16	\$652.80	
Printer Paper (bx/10)	\$52.00	4	\$208.00	4 boxes included with initial order
Infant BP Cuff	\$44.00	16	\$704.00	
Small Adult + BP Cuff	\$36.80	16	\$588.80	
Large Adult + BP Cuff	\$60.80	16	\$972.80	
Tempus Pro Battery - Extra	\$480.00	16	\$7,680.00	
Tempus LS Battery - Extra	\$420.00	16	\$6,720.00	
CPR Feedback Sensor	\$960.00	16	\$15,360.00	
CPR Sensor Pads (pkg/5)	\$64.00	4	\$256.00	4 packs included with initial order
Reusable Temp Probe	\$160.00	16	\$2,560.00	
C-Mac Video Laryn.	\$7,160.00	16	\$114,560.00	
C-Mac #3 Blade (pkg/10)	\$160.00	2	\$320.00	2 packs included with initial order
C-Mac #4 Blade (pkg/10)	\$160.00	2	\$320.00	2 packs included with initial order
C-Mac "D" Blade (pkg/10)	\$160.00	2	\$320.00	2 packs included with initial order
Service Contract	\$4,572.00	16	\$73,152.00	Includes addl 3 years for total of 5 years - nondiscountable item
			\$823,158.40	
Discounts/Trades			\$70,000.00	
		Total NASPO Price	\$753,158.40	