

Emily A. Kunze

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11/25/2013

41. Firefighting Medical Supplies

- Action:**
- A. Approve unit price contracts for the purchase of firefighting medical supplies for the term of two years with:**
 - Bound Tree Medical LLC
 - Southeastern Emergency Equipment, and
 - B. Authorize the City Manager to extend the contract for up to three additional, one-year terms with possible price adjustments as authorized by the contract.**

Staff Resources: Charles Robinson, Shared Services
Rich Granger, Fire

Explanation

- Medical supplies are carried on fire trucks to allow firefighters to provide first aid and basic life support measures to the citizens of Charlotte. Examples include but are not limited to, oxygen masks, trauma bags, catheters, bandages, airflow monitors and tubes, and stethoscopes.
- The Shared Services Procurement Management Division, on behalf of the Charlotte Fire Department and the Charlotte Cooperative Purchasing Alliance (The Alliance) issued an Invitation to Bid for medical supplies on September 5, 2013; 11 bids were received.
 - The Invitation to Bid included more than 350 items.
 - The unit prices are set forth in the proposed contract, and are available upon request.
- The Alliance is a cooperative purchasing program established by Shared Services with the specific purpose of reducing procurement costs by leveraging aggregate purchasing volume to receive better pricing.
- Fire's combined annual contract expenditures are estimated at \$135,413.81.

Charlotte Business INclusion

No SBE goal was set for this contract because there are no subcontracting opportunities.

Funding

Fire Operating Budget

**STATE OF NORTH CAROLINA
CITY OF CHARLOTTE**

**FIRST AMENDMENT TO CONTRACT
TO PROVIDE MEDICAL SUPPLIES**

THIS FIRST AMENDMENT to the Contract to Provide **MEDICAL SUPPLIES** (the "Amendment") is made and entered into this 2nd day of September, 2014, by and between the City of Charlotte, a North Carolina municipal corporation (the "City") and Southeastern Emergency Equipment Company, a company doing business in North Carolina (the "Company").

STATEMENT OF BACKGROUND AND INTENT

- A. The City and the Company entered into a written Contract dated November 25, 2013 (the "Contract") pursuant to which the Company agreed to provide Medical Supplies to the City of Charlotte.
- B. The Contract was for two years, with the City having the option to extend the term for three (3) additional one-year terms. City Council authorized these extensions on November 25, 2013.
- C. The parties now desire to amend the Contract by making certain changes to the provisions, and to add Products.

NOW, THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Contract as follows:

AGREEMENT

- 1. Defined terms used in this Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 2. Pursuant to **Exhibit D, Section 11** of the Contract, the City wishes to add Products per the unit prices as specified in **Exhibit A**.
- 3. This First Amendment incorporates the unit price decrease as specified in **Exhibit A**.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Agreement.
- 5. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.
- 6. Except to the extent specifically provided in the amendments contained herein, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under the Contract.
- 7. In all other respects and except as modified herein, the terms of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have each caused this Amendment to be executed by its duly authorized representative, all as of the date first set forth above.

SOUTHEASTERN EMERGENCY EQUIPMENT

BY: Verlie Altmann
PRINT NAME: Verlie Altmann
TITLE: Director Bid and Contracts
DATE: 8/4/14

**CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:**

BY: Ann S. Wall
PRINT NAME: Ann S. Wall
TITLE: Assistant City Manager
DATE: 9/12/14

**CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:**

BY: Christee Gibson
PRINT NAME: Christee Gibson
TITLE: Ins Mgr
DATE: 9/10/14

**CITY OF CHARLOTTE
CITY CLERK'S OFFICE:**

BY: Emily Skurze
PRINT NAME: Emily Skurze
TITLE: Deputy City Clerk
DATE: 09/16/14

This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.

BY: N/A – purchase orders will be issued as needed
DEPUTY FINANCE OFFICER

DATE

SOUTHEASTERN EMERGENCY EQUIPMENT

MEDICAL SUPPLIES

CONTRACT 1400512-1 - EXHIBIT A

ITEM	DESCRIPTION	MFG NAME	MFG NUMBER	SOUTHEASTERN'S PRODUCT NUMBER	UOM	PACK QTY	ORIGINAL UNIT PRICE	CONTRACT AMENDMENT #1 - UNIT PRICE	CONTRACT AMENDMENT #1 - \$ DIFFERENCE	CONTRACT AMENDMENT #1 - % DIFFERENCE
216	Glucometer Strips	Bayer Contour	7099C	BY7099	Box	50/Box	\$ 19.89	\$ 16.25	\$ (3.64)	-22.40%
ADD	Adult Nebs with Mask	Hudson/Teleflex	1885	N7281M	Each	50/Case		\$ 1.55	\$ 1.55	100.00%
ADD	Pedi Nebs with Mask	Hudson/Teleflex	1886	N7281PM	Each	50/Case		\$ 1.70	\$ 1.70	100.00%

*Item 216 - the "Elite" has been discontinued; the description has changed



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LF

DATE (MM/DD/YYYY)

09/04/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moore & Johnson Agency PO Box 17867 Raleigh, NC 27619 Eric I Stevens	Phone: 919-781-0200 Fax: 919-582-1999	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: SOUTH-8
INSURED Southeastern Emergency Equipment Company C&N Real Estate LLC Donald Pleasants P.O. Box 1097 Youngsville, NC 27596	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Owners Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 32700

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	37105696EUC	06/18/14	06/18/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded Empl Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0		79883938	06/18/14	06/18/15	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ Exlc Product \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Products Completed Operations		70206896RBO	06/18/14	06/18/15	Product Liability 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Charlotte is listed as an Additional Insured for General Liability.
Contract #1400512

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATE HOLDER Charlotte Mecklenburg Procurement Services 600 E. 4th Street Charlotte, NC 28202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Saura Talanga</i>
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