

Bid #SOS-1711 - Intent to deem P.E.S.as Sole Source for Handtevy Pediatric Resuscitation System

Creation Date **May 30, 2017**

End Date **Jun 13, 2017 2:00:00 PM CDT**

Start Date **May 30, 2017 3:16:52 PM CDT**

Awarded Date **Not Yet Awarded**

SOS-1711-01-01 Please attach any supporting documentatin to this line.					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
Agency Product Code:		Supplier Notes:			
Agency Notes:					

**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

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Williamson County Emergency Medical Services

To Respect, Care and Serve



May 25, 2017

From: Mike Knipstein
Director
Williamson County EMS

To: Randy Barker
Purchasing Director
Williamson County Purchasing

Subject: Sole Source Justification Letter

I recommend that we identify Pediatric Emergency Standards, Inc (PES) as the sole source provider of the Handtevy Pediatric Resuscitation System. The Handtevy System is the only complete pediatric dosing system that offers customization, education, training and organizational components.

The Handtevy Medication Management Software allow providers to create custom pediatric medication guides tailored 100% to their pediatric protocols. PES's pediatric expert team of physicians and pharmacists support the customization process and are available for questions and consultation throughout the year. The Handtevy System is the only "hybrid" system on the market. Hybrid means both age based and length based offering providers a way to determine weight for dosing via age or length. The Handtevy System is the only system on the market that addresses children from preemie to age thirteen. Handtevy Mobile is the only platform on the market that offers custom medication guides on a mobile platform that can integrate with a providers ePCR for data collection.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Knipstein".

Mike Knipstein
Director
Williamson County EMS



Sole Source Justification Request

This request is for a:

Sole Source Item (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all sole source justifications must be approved in Commissioners Court.

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

- ☒ This request form completed and signed
- ☒ A written quote from the supplier, listing the goods, services and pricing
- ☒ Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item
- ☒ Notarized Sole source affidavit completed by the supplier
- ☒ Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Mike Knipstein - Emergency Medical Services (EMS)

Requestor Title: Director

Requestor Phone Number: 512-943-1224

Requested Sole Source Supplier:

Company Name: Pediatric Emergency Standards, Inc.

Contact Name: Allison antevy

Address 11870 Sate Rd. 84 Suite C5

City: Davie

State: FL

Zip Code: 33325

Phone Number: 866-867-3192

Email Address:

Website: www.handtevy.com

Is the recommended supplier the manufacturer? ☒ Yes ☐ No

Does the manufacturer sell the item(s) through distributors? ☐ Yes ☒ No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

The Handtevy is a pediatric resuscitation system that combines customization, consultation, education and organization to empower healthcare providers to rapidly and accurately respond to any pediatric call with ease. The Handtevy is a customized and age-based system that results in fewer medical errors, increased patient safety and renewed provider confidence.

The e-Handtevy cloud-based software program enables customized medication guides aligned exactly to protocols or formulary, listing the precise volume required. This one time process, accomplished using a streamlined interface, leads to department's specifications. Staff physicians and pharmacists are available for support during the customization process.

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".*

June 2017

Estimated Cost: \$3,990

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

- ☒ The required item or service is proprietary to the supplier
- ☐ The recommended supplier holds the patent on the requested item(s)
- ☒ The recommended supplier is the only supplier capable of performing the requested service
- ☐ A specific item is needed
- ☐ To be compatible or interchangeable with existing hardware
- ☐ As a spare or replacement hardware
- ☐ For the repair or modification of existing hardware
- ☐ For technical evaluation or testing
- ☒ Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

If so, please list and describe such attempts:

We use a current length based system that has errors on the product and can lead to medical errors.

- ☒ There is a substantial risk in selecting another product or service provider.

If so, please describe:

The other product uses length vs age. It also has set concentrations which may be different than what we carry and can lead to medication errors.

- ☒ It is not possible to obtain competitive bids for consideration.

If so, why:

No other product that is similar.



Quote

Company Address 11870 State Rd 84 Suite C5
Davie, FL 33325
Phone (866) 867-3192
Fax (954) 653-3792

Expiration Date 6/2/2017
Quote Number 00002015
FEIN 27-1385234

Account Name Williamson County EMS
Account # 100275

Quote Name Mobile Only

Bill To Name Williamson County EMS
Bill To PO BOX 873
Georgetown, TX 78627

Ship To Name Williamson County EMS

Product Code	Product	Product Description	Quantity	Sales Price	Total Price
YR1-E	Handtevy System Start-Up	Medication Management Software Access Clinical Team Consultation & Support Handtevy Mobile One Year Access iOS, Android, Windows Online Documentation Tool Fax/Email Function Archive Function Integration with ePCR capability	1.00	\$3,590.00	\$3,590.00

Subtotal	\$3,590.00
Tax	\$0.00
Shipping and Handling	\$0.00
Grand Total	\$3,590.00

***Shipping & Handling will be added to final Invoice

TO PLACE AN ORDER, PLEASE EMAIL OR FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO:
CUSTOMERSERVICE@HANDTEVY.COM OR FAX 954-653-3792

Pediatric Emergency Standards, Inc. ("PES") requires written verification of this order. A Purchase Order is also required for all orders above \$5,000 before applicable freight and taxes. The undersigned has read the terms and conditions and is authorized to accept this order in accordance with the terms and prices denoted herein.

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the items listed. Customer may provide Pediatric Emergency Standards, Inc. with a tax exemption certificate acceptable to the taxing authorities.

Shipping and handling applies to ground transport only.

Items or services listed at no charge are included as part of a package discount that involves the purchase of all items quoted. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations.

Annual Renewal Payment Terms

Services customer has selected shall begin upon commencement of software activation. Annual renewal fees for services are invoiced annually 30 days in advance of term expiration. **YOUR ACCOUNT WILL AUTOMATICALLY RENEW FOR SUCCESSIVE RENEWAL TERMS OF ONE YEAR, UNLESS ONE PARTY GIVES THE OTHER PARTY WRITTEN NOTICE THAT THE AGREEMENT WILL NOT RENEW, AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE CURRENT TERM.**

PES may evaluate customer's usage and adjust customer's invoice based on changes in customer usage. PES shall have the option to increase pricing, except during the Initial Term, as long as it provides at least sixty (60) days' notice of such increase to Customer prior to automatic renewal.

Annual Support \$295.00
Cost

Handtevy Mobile \$1,995.00
Annual Cost

(AUTHORIZED SIGNATURE)

Name

Title

Date

GENERAL TERMS AND CONDITIONS

PEDIATRIC EMERGENCY STANDARDS, INC. ("PES") offers to sell the Materials (as defined below) to "User" on these "Terms." User's assent to these Terms (i.e., through written acknowledgment or placement of an order with PES) constitutes acceptance hereof and a contract between PES and User.

Any deviation from these Terms shall not be binding unless acknowledged and agreed upon in writing by an authorized PES representative. PES will furnish the "Handtevy Materials" or "Materials" in accordance with the Terms. The Terms override and take precedence over language, if any, in User's purchase order or similar document. User's acceptance and/or use of the Materials constitutes its assent to these Terms. These Terms constitute the complete agreement between PES and User, and may only be revised or amended by a written agreement signed by an authorized PES representative.

Terms used shall have the meanings prescribed herein. Hereinafter, PES and User may be referred to individually as a "Party," or collectively as the "Parties." For purposes of these Terms, the term "User" means the purchaser of the Materials and its officers, directors, employees, agents, representatives and contractors.

PES MEDICAL DISCLOSURES

PES does not make clinical or medical decisions, and User's use of the Materials is not a substitute for the hiring and employment by User of competent, properly trained and knowledgeable staff that bring professional judgment and analysis to User's use of the Materials. It is User's sole responsibility to exercise independent medical knowledge and judgment in providing the care needed for each patient. The Materials are: (i) based on established industry standards or nationally recognized guidelines for the treatment of children in the emergency medical context; (ii) based on the experience of reputable thought-leader institutions; and/or (iii) supported by peer-reviewed clinical literature; AND (iv) are not sourced from or funded by pharmaceutical or other companies with a commercial interest in the content and/or protocols; AND (v) will be continuously updated by PES if established industry standards and nationally recognized guidelines evolve. PES has merely assembled the Materials from third party sources. In so doing, PES has exercised reasonable due diligence and professional judgment in evaluating and selecting the Materials for inclusion. Notwithstanding, User and its employees and contractors must make clinical and medical decisions on a case-by-case basis, and the Materials should only be used as a guide. PLEASE BE SURE TO UTILIZE THE MATERIALS IN ACCORDANCE WITH ANY OTHER INSTRUCTIONS PROVIDED BY USER'S MEDICAL STAFF, AS THE MATERIALS ARE SIMPLY GENERAL GUIDELINES.

Furthermore, the age of a child may be used to determine a child's weight ONLY in children of average size. PLEASE NOTE that a length-based tape SHOULD be used on children of short or tall stature or those with chronic illnesses.

THE INFORMATION IN THE MATERIALS IS CUSTOMIZED FOR USER'S USE BASED ON INSTRUCTIONS PROVIDED BY USER. IT IS THE RESPONSIBILITY OF USER TO ENSURE THE ACCURACY OF ALL DRUG CONCENTRATIONS, DRUG DOSAGES AND EQUIPMENT SIZES ON A CONTINUAL BASIS. PES RECOMMENDS THE PROMPT REVISION AND UPDATING OF THE MATERIALS WHEN USER'S MEDICAL STAFF MAKES MODIFICATIONS TO ITS GUIDELINES AND PROTOCOLS. FOR THAT REASON, PLEASE REVIEW USERS' GUIDELINES AND PROTOCOLS REGULARLY FOR UPDATES.

PAYMENTS; INVOICES

Unless otherwise specified, all PES fees and costs will be due and payable on the invoice due date, which will be thirty (30) days from the invoice date. Fees for the Initial Term shall be due on the Effective Date; Fees for Renewal Terms shall be invoiced and payable annually in advance.

PES may charge User interest at a rate of one and one-half (1.5%) percent per month once an unpaid invoice is thirty (30) days past due. User's payment will not waive or extend any obligation of User to make ongoing payments, when due.

PES may suspend User's access to and use of the Materials if it fails to timely remit payment or is otherwise in material default hereunder. Any notices of default/termination and suspension may be combined.

DELIVERY

Delivery dates are not guaranteed. In the absence of shipping instructions from User, PES will obtain shipping rates on the User's behalf and for User's account. Delivery shall be FOB PES, point of shipment, and title and risk of loss shall pass to the User once the Materials are delivered to User's point of shipment. PES will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause including, but not limited to, acts of God, labor disputes, governmental authority or edict, war, civil unrest, terrorist acts, delays in manufacture, failure of User to obtain any required license or permit, or the inability of PES to obtain goods from its usual sources. Any such delay shall not be considered a breach of any obligation by PES or User, and the delivery dates shall be extended for the length of such delay.

CANCELLATION / CHANGE

User's purchase orders may not be cancelled, changed, suspended or deferred, without the express, written consent of PES. User agrees to indemnify PES from and against any loss due to cancellation of User's purchase orders including, without limitation, all costs related to efforts of PES to mitigate its damages.

TERM

The "Initial Term" shall commence on the "Effective Date" and expire on the twelve(12) month anniversary thereof. For purposes of clarity, the Effective Date shall be the date of User's purchase order. These Terms shall automatically renew for additional one (1) year periods (i.e., a "Renewal Term"), unless PES or User provides written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. Hereinafter, the Initial Term and each Renewal Term shall collectively be referred to as the "Term."

Upon renewal, PES may increase fees up to the greater of CPI or five (5%) percent. For purposes of clarity, "CPI" means a percentage equal to the percentage increase, if any, in the Consumer Price Index, all items, all urban consumers, U.S. city average (1982-84 = 100), published by the Bureau of Labor Statistics of the United States Department of Labor and most recently reported as of the first day of such twelve month period over the CPI reported twelve (12) months earlier. In the event the CPI

INSPECTIONS AND RETURNS

Claims by User for damage to or shortages of the Materials must be made within thirty(30) days from the date that the Materials are delivered to User at FOB PES, point of shipment. Payment to PES is not contingent upon immediate correction of any deficiencies, and the prior approval of PES is required before the return of any goods to PES. PES reserves the right to charge a restocking fee for returns.

WARRANTY

PES warrants that the Materials will perform in accordance with their documentation and instructions manual. The remedies provided herein shall be the User's sole and exclusive remedies. PES MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PES DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

MARKETING/PROMOTIONAL ACTIVITY

PES may reference User and use approved logo on PES website as well as in promotional/collateral including but not limited to press releases, case studies, customer spotlights, speaking & award submissions, white papers and other similar items. PES may also reference User with the press/analyst community.

GOVERNMENT REGULATIONS

User agrees that it shall comply with all applicable import, export and anti-corruption statutes and regulations of the United States in connection with the manufacture, sale and distribution of the Materials including, without limitation, the Foreign Corrupt Practices Act. User agrees to indemnify and hold harmless PES from all claims, demands, damages, costs, fines, penalties, attorneys' fees and all other expenses arising from User's failure to comply with this provision and/or applicable laws, rules and/or regulations governing its use of the Materials.

LIMITATION OF LIABILITY

EXCEPT FOR BREACH OF CONFIDENTIALITY AND THE USER'S INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY WILL BE LIABLE OR OBLIGATED FOR ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE. IN ADDITION, EXCEPT WITH RESPECT TO A BREACH OF CONFIDENTIALITY AND THE USER'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY'S LIABILITY EXCEED THE FEES PAID BY USER TO PES DURING THE TWELVE (12) MONTH PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

LIMITATION OF ACTION; PREVAILING LAW; VENUE; JURY WAIVER

Except for claims arising from User's non-payment or underpayment of amounts owed to PES, any and all claims arising out of or related to these Terms shall be barred, unless instituted in a Court of competent jurisdiction within one (1) year from the earlier of the date that the complaining party knew or should have known of the facts giving rise to such a claim, or the applicable Florida statute of limitations, whichever is shorter. PES AND USER IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR IN EQUITY, ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR ANY GOODS OR SERVICES GOVERNED BY OR RELATING TO THESE TERMS AND CONDITIONS. The rights and obligations of PES and the User related to the purchase and sale of products and services described in these Terms shall be governed by the laws of the State of Florida, United States of America. The Parties hereby agree and submit to the jurisdiction of the state and Federal courts of competent jurisdiction in Broward County, Florida. PES and the User agree to mediate any dispute regarding these Terms and the Materials prior to commencing a lawsuit against the other, unless the lawsuit includes a request for injunctive relief based on irreparable harm. The mediation shall be conducted under the commercial mediation rules of the American Arbitration Association ("AAA"). The mediator shall be appointed jointly by User and PES and, in the absence of their agreement, by the AAA. The mediation shall be conducted within thirty (30) days of the request. The costs of the mediator/mediation shall be shared equally by User and PES. A mediation shall be required to be held if requested by only one of the Parties hereto. If a dispute cannot be resolved through mediation, the matter may proceed to litigation, the prevailing party in any litigation shall be entitled to recover reasonable costs and attorneys' fees.

SEVERABILITY

If any of the Terms are held to be void or unenforceable, they shall be replaced with a valid provision that best embodies the intent of the Parties regarding the matter at issue.

OWNERSHIP

User agrees that the Materials will not be reshipped or resold to any person or entity. The Materials are only for use by the User. User also agrees that its acquisition of the Materials does not constitute its purchase or acquisition of any of PES' patents, copyrights, trademarks, software, applications, documentation, tooling, drawings, design information, computer programming or other intellectual property rights related to the Materials or otherwise.

LIMITED RIGHTS

User's use of the Materials is provided on a limited, non-exclusive, non-transferable basis during the Term. Except as authorized by PES in writing, User will NOT: (i) access or use the Materials to provide any products or services to third parties; (ii) access or use the Materials, except through the Terms hereof; (iii) resell, sublicense, lease, encumber, copy, distribute, publish, exhibit, transmit, provide access to, or provide use of the Materials, nor use or allow them to be used in any public system, public electronic bulletin board, multiple computer or user arrangement or network that includes access by any third party; (iv) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record or create derivative works based on the Materials; or (v) use the Materials or any part or aspect thereof, for any unlawful purpose or to mislead or harass anyone. Use of or access to the Materials in violation of the terms hereof is strictly prohibited. Permission to access or use the Materials may be limited or suspended immediately if, in PES' discretion, this Section has been violated. User agrees that a violation of this Section will cause PES irreparable and immediate harm, and that PES is entitled to injunctive relief to prevent such violation.

NOTICE

Unless otherwise agreed by the Parties, all notices shall be deemed effective when received and made in writing by either (i) overnight mail through a nationally recognized, overnight delivery service; (ii) hand delivery; or (iii) email, with a return receipt or acknowledgement of receipt. Notices shall be provided to the following addresses for PES, unless a written request to change the address is provided by one Party to the other. Notices to User shall include the address set forth in the most recent purchase order or correspondence from User.

If to PES:

Allison Antevy
President & CEO
Pediatric Emergency Standards, Inc.
Office (954) 944-1114, ext. 1001
Direct (954) 707-2529
Fax (954) 653-3792
Email: Allison@Handtevy.com