

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD

POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228

TELEPHONE: (843) 255-2000

FAX: (843) 255-9401

www.bcgov.net

D. PAUL SOMMERVILLE
CHAIRMAN

GERALD W. STEWART
VICE CHAIRMAN

COUNCIL MEMBERS

CYNTHIA M. BENSCH
RICK CAPORALE
GERALD DAWSON
BRIAN E. FLEWELLING
STEVEN G. FOBES
ALICE G. HOWARD
WILLIAM L. MCBRIDE
STUART H. RODMAN
ROBERTS "TABOR" VAUX

GARY T. KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA

FINANCE COMMITTEE

Monday, February 16, 2015

2:00 p.m.

Conference Room, Building 3
Beaufort Industrial Village
104 Industrial Village Road, Beaufort

Committee Members:

Jerry Stewart, Chairman
Steve Fobes, Vice Chairman
Cynthia Bensch
Rick Caporale
Brian Flewelling
William McBride
Stu Rodman

Staff Support:

Suzanne Gregory, Employee Services Director
Alicia Holland, Assistant County Administrator, Finance
Chanel Lewis, Controller

1. CALL TO ORDER – 2:00 P.M.

2. CONSIDERATION OF CONTRACT AWARDS

- A. Photocopier / Multifunction Printer Lease and Print Management Services (County Departments) ([backup](#))
- B. Public Health Insecticide (Mosquito Control) ([backup](#))
- C. Remounting Services for Two Ambulances (EMS) ([backup](#))
- D. Sole Source Vendor for Two New Life-Pak 15 Cardiac Monitors / Defibrillators and Accessories (EMS) ([backup](#))

3. DISCUSSION / AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$200,000 FROM THE LOCAL 3% ACCOMMODATIONS TAX FUND TO THE COUNTY GENERAL FUND FOR CONSTRUCTION OF AN INTERPRETIVE CENTER AND PICNIC PAVILION AT FORT FREMONT HISTORIC SITE AND COUNTY PASSIVE PARK ([backup](#))

4. AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA TO AMEND SECTION 2-346, *ET SEQ.* OF THE BEAUFORT COUNTY CODE OF LAWS ESTABLISHING THE SALARIES FOR VARIOUS ELECTED OFFICIALS, EXCLUDING COUNTY COUNCIL MEMBERS ([backup](#))

5. CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS

- A. Airports Board

6. ADJOURNMENT

Unresolved and Pending Items

Memorandum of Understanding with Board of Education
Library Funding





COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
106 Industrial Village Road, Building 2
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Jerry W. Stewart, Chairman, Finance Committee
FROM: Dave Thomas, CPPO, Purchasing Director *DT*
SUBJ: **RFP # 110614 Request for Proposal to Provide Photocopier/Multifunction Printer Lease and Print Management Services for Beaufort County**
DATE: February 16, 2015

BACKGROUND: Beaufort County Purchasing Department issued a Request for Proposal (RFP) to qualified vendors for Photocopier/Multifunction Lease services for Beaufort County, which included print management services for desktop printers. Beaufort County is currently under a contract with ABR which provides a cost per copy maintenance contract and rental lease fee for 99 multifunction copiers (MFC). The proposal requested that the vendors provide a multifunction photocopier/printer lease program, which includes the option to service our desktop laser printers. The County currently has an estimated 119 desktop laser printers that will require services for supply and maintenance. Under the resulting contract, the contractor will be required to provide and install all copiers/printers, provide all consumables (excluding paper/staples) and maintain all copiers/printers. The initial contract term will be for three years with the option to extend the contract for an additional two years subject to a mutual agreement by both the County and the contractor. The Evaluation Committee consisted of five (5) Beaufort County staff members: Dan Morgan, Director for Mapping & Applications; Heather Haase, Help Desk Team Leader; Andrew Dalkos, Director for Systems Management; Pat Garvin, Probate Court; and Alan Eisenman, Finance. Beaufort County received four (4) responses to the RFP. They reviewed and evaluated all RFPs and decided to interview the top three (3) vendors listed below. After the interviews, the committee requested "Best and Final Offers" from all three vendors. The committee reviewed the "Best and Final Offer" responses from all firms and completed their final ranking. ABR Digital Office Solutions was unanimously selected and ranked the number one (1) firm. The final ranking is as follows:

<u>VENDOR NAME AND FINAL RANKING:</u>	<u>"BEST AND FINAL ANNUAL COST"</u>
1. ABR Digital Office Solutions, Savannah, GA	\$210,581
2. Carolina Office Systems, Wando, SC	\$231,326
3. Sharp Business Systems of SC, Greenville, SC	\$239,078
4. COMDOC, Inc., Savannah, GA**	NA

**COMDOC was non-responsive; they did not address Print Management.

The initial three (3) year term is effective May 1, 2015 to April 30, 2018.

PRIOR YEAR COST: December 1, 2013 thru November 30, 2014 the cost for Alford Leasing was \$133,624; the cost of Automated Business Services was \$93,452, for a total annual cost of \$227,076. We are currently on a month to month agreement until May 1, 2015. We are requesting approval from the finance committee to approve the month to month estimated cost of \$85,770* through April 30, 2015.

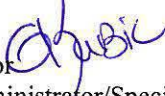





*ABR estimated cost per copy each month averages \$6,083. Our estimated cost for five months equals \$30,415. Alford Leasing fixed cost per month is \$11,071 and our estimated cost for five months equals \$55,355. The estimated total cost for the month to month extension is \$85,770.

FUNDING: The lease and maintenance contract is paid by various department accounts (51140-Equipment Rental, 52010-Supplies).

PROPOSED YEARLY COST: \$210,581 based on fixed lease cost, cost per copy for maintenance, and print management (see the attached cost summary sheet). All vendors were given a list of our current MFC and laser printers, which included average monthly volumes and equipment location (See ABR's attached pricing sheet).

FOR ACTION: Finance Committee Meeting on February 16, 2015.

RECOMMENDATION: The Purchasing Department recommends that the Finance Committee approve and recommend to County Council the contract award to ABR Digital Office Solutions, for Photocopier/Multifunction lease and Print Management services for Beaufort County for a total three year contract cost of \$631,743.

CC: Gary Kubic, County Administrator 
Josh Gruber, Deputy County Administrator/Special Counsel 
Alicia Holland, Asst. Co. Administrator, Finance 
Monica Spells, Asst. Co. Administrator, Civic Engagement 
Andrew Dalkos, IT Division Director for Systems Management 
Dan Morgan, IT Division Director for Mapping & Applications 

Att: RFP Scoring Summary Sheet, Pricing Information, ABR's Pricing Sheet

Cost Summary for each Vendor:

ABR Digital Office Systems:

1. Total annual cost for leasing 99 MFC with tax:	\$85,910
2. Total annual cost for maintenance 99 MFC with tax:	\$79,465
3. Total annual cost for print management with tax:	<u>\$45,206</u>
4. Total annual cost for all services with tax:	\$210,581

Notes: 1. The lease is for 99 MFC fix lease price per machine. 2. ABR self remits tax on parts and therefore will not collect tax from Beaufort County. The charge per copy for Black and White is .005 cents and .05 cents for color. 3. The print management cost per copy is .029 cents for Black and White, and .059 cents for color. All pricing includes network administration software and their remote virtual access trouble shooting. Their Print Management plan includes the replacement of printers when necessary at no additional cost. There is no cost for relocation or replacement of MFC or printers.

Carolina Office Systems:

1. Total annual cost for leasing 99 MFC with tax:	\$115,790
2. Total annual cost for maintenance 99 MFC with tax:	\$95,715
3. Total annual cost for (119 laser printers) print management with tax:	<u>\$19, 821</u>
4. Total annual cost for all services with tax:	\$231,326

Notes: 1. The lease is for a fixed fee per machine and accessories. 2. Maintenance is covered by cost per copy, .0059 cents for Black and White, and .059 cents for color. Some machines offered .0049 cents for Black and White. Maintenance covers everything except paper & staples. All pricing includes network administration software and their remote virtual access trouble shooting.

Sharp:

1. Total annual cost for leasing 99 MFC with tax:	\$93,081
2. Total annual cost for maintenance 99 MFC with tax:	\$99,234
3. Total annual cost for (119 laser printers) print management with tax:	<u>\$46,763</u>
4. Total annual cost for all services with tax:	\$239,078

Notes: 1. The lease is for a fixed fee per machine and accessories. 2. Maintenance is covered by cost per copy, .0069 cents for Black and White, and .053 cents for color. All pricing includes network administration software and their remote virtual access trouble shooting. Vendor would like payment in full in advance for each year.

Cost Summary for each Vendor:

ABR Digital Office Systems:

1. Total annual cost for leasing 99 MFC with tax:	\$85,910
2. Total annual cost for maintenance 99 MFC with tax:	\$79,465
3. Total annual cost for print management with tax:	<u>\$45,206</u>
4. Total annual cost for all services with tax:	\$210,581

Notes: 1. The lease is for 99 MFC fix lease price per machine. 2. ABR self remits tax on parts and therefore will not collect tax from Beaufort County. The charge per copy for Black and White is .005 cents and .05 cents for color. 3. The print management cost per copy is .029 cents for Black and White, and .059 cents for color. All pricing includes network administration software and their remote virtual access trouble shooting. Their Print Management plan includes the replacement of printers when necessary at no additional cost. There is no cost for relocation or replacement of MFC or printers.

Carolina Office Systems:

1. Total annual cost for leasing 99 MFC with tax:	\$115,790
2. Total annual cost for maintenance 99 MFC with tax:	\$95,715
3. Total annual cost for (119 laser printers) print management with tax:	<u>\$19,821</u>
4. Total annual cost for all services with tax:	\$231,326

Notes: 1. The lease is for a fixed fee per machine and accessories. 2. Maintenance is covered by cost per copy, .0059 cents for Black and White, and .059 cents for color. Some machines offered .0049 cents for Black and White. Maintenance covers everything except paper & staples. All pricing includes network administration software and their remote virtual access trouble shooting.

Sharp:

1. Total annual cost for leasing 99 MFC with tax:	\$93,081
2. Total annual cost for maintenance 99 MFC with tax:	\$99,234
3. Total annual cost for (119 laser printers) print management with tax:	<u>\$46,763</u>
4. Total annual cost for all services with tax:	\$239,078

Notes: 1. The lease is for a fixed fee per machine and accessories. 2. Maintenance is covered by cost per copy, .0069 cents for Black and White, and .053 cents for color. All pricing includes network administration software and their remote virtual access trouble shooting. Vendor would like payment in full in advance for each year.

RFP# 110614 for Multifunction Copy/Print Lease Services

Initial Scoring 12/03/14		Company Name		
Evaluator's Name	ABR	Carolina Office Systems	Sharp	COMDOC
Dan	82	70	69	38
Heather	94	83	88	39
Pat	70	45	50	25
Andrew	94	93	93	47
Alan	87	61	82	30
Total:	427	352	382	179

Interview:
 ABR
 Carolina Office Systems
 Sharp

Final Scoring 01/14/15		Company Name		
Evaluator's Name	ABR	Carolina Office Systems	Sharp	COMDOC
Dan	82	74	69	38
Heather	96	81	72	39
Pat	90	72	64	25
Andrew	96	94	93	47
Alan	91	78	71	30
Total:	455	399	369	179

Final Rank Order:
 1. ABR
 2. Carolina Office Systems
 3. Sharp
 4. COMDOC

RFP#110614 Best and Final Offer		Photocopier/Multifunction Printer Lease Services for Beaufort County		December 30, 2015, 3:00 p.m.																								
Company Name:		Minimum Pages Per Minute		Color option?		Recommended Model		Pages Per Minute		Accessories		Cost Per Month Lease		Annual Cost for Lease		Beaufort County Estimated Monthly Volume Per Machine BW Copies		Beaufort County Estimated Monthly Volume Per Machine Color Copies		Monthly Maintenance Cost Per Copy Black/White based on estimated monthly Volume**		Monthly Maintenance Cost Per Copy Color based on estimated monthly Volume**		Annual Maintenance Cost Per Copy Black/White based on estimated monthly Volume		Annual Maintenance Cost Per Copy Color based on estimated monthly Volume		
BUILDING/ADDRESS	DEPARTMENT		Accessories	Color option?	Recommended Model	Pages Per Minute	Accessories	Cost Per Month Lease	Annual Cost for Lease	Beaufort County Estimated Monthly Volume Per Machine BW Copies	Beaufort County Estimated Monthly Volume Per Machine Color Copies	cpc	cpc	annual	annual	annual	annual	annual	annual	annual	annual	annual	annual	annual	annual	annual	annual	annual
PARKS & LEISURE	Parks & Leisure, Bluffton 61 Ulm	16	df cab finisher	No	Konica Minolta 215	21	Feeder duplex print scan	\$ 35.94	\$ 431.28	360		0.005	\$ 1.80	0.05	\$ -	12	\$ 21.60	\$ -										
BLUFFTON CENTER, 1st Floor	Social Services - Bluffton	16	SU502 NC501	No	Konica Minolta 215	21	Feeder duplex print scan	\$ 35.94	\$ 431.28	405		0.005	\$ 2.03	0.05	\$ -	12	\$ 24.30	\$ -										
BLUFFTON CENTER, 1st Floor	Sheriff Substation	22	df cab finisher	No	Konica Minolta 224e	22	Feeder Duplex Cabinet Finisher color scanning 2 drawers by	\$ 57.77	\$ 693.24	1389		0.005	\$ 6.95	0.05	\$ -	12	\$ 83.34	\$ -										
BLUFFTON CENTER, Room 203	Magistrate, Bluffton	22	df cab finisher	No	Konica Minolta 224e	22	Feeder Duplex Cabinet Finisher color scanning 2 drawers by	\$ 57.77	\$ 693.24	2697		0.005	\$ 13.49	0.05	\$ -	12	\$ 161.82	\$ -										
BLUFFTON CENTER, Room 203	Magistrate, Bluffton	22	df cab finisher	No	Konica Minolta 224e	22	Feeder Duplex Cabinet Finisher color scanning 2 drawers by	\$ 57.77	\$ 693.24	4930		0.005	\$ 24.65	0.05	\$ -	12	\$ 295.80	\$ -										
LIBRARY, BLUFFTON, 120 Palmetto Way	Library, Bluffton	22	df cab finisher	No	Konica Minolta 224e	22	Feeder Duplex Cabinet Finisher color scanning 2 drawers by	\$ 57.77	\$ 693.24	4492		0.005	\$ 22.46	0.05	\$ -	12	\$ 269.52	\$ -										
Sheriff's Office 7 Plantation Drive	Drug Task Force	22	df cab finisher	No	Konica Minolta 224e	22	Feeder Duplex Cabinet Finisher color scanning 2 drawers by	\$ 57.77	\$ 693.24	5658		0.005	\$ 28.29	0.05	\$ -	12	\$ 339.48	\$ -										
LIBRARY, BLUFFTON	Library, Bluffton	22	platen cover cab	No	Konica Minolta 224e	22	Platen cover cabinet 2 drawers bypass color scanning	\$ 32.71	\$ 392.52	316		0.005	\$ 1.58	0.05	\$ -	12	\$ 18.96	\$ -										
LIBRARY, BLUFFTON	Library, Bluffton	22	platen cover cab	No	Konica Minolta 224e	22	Platen cover cabinet 2 drawers bypass color scanning	\$ 32.71	\$ 392.52	501		0.005	\$ 2.51	0.05	\$ -	12	\$ 30.06	\$ -										
ROADS & DRAINAGE, 9 Bentonfield Dr, Bluffton	Roads & Drainage South	22	SU502 NC501	No	Konica Minolta 224e	22	Feeder Duplex Cabinet Finisher color scanning 2 drawers by	\$ 57.77	\$ 693.24	3702		0.005	\$ 18.51	0.05	\$ -	12	\$ 222.12	\$ -										
BLUFFTON CENTER, 3rd Floor	Business License, Bluffton	30	SU502 NC501	No	Konica Minolta 224e	22	Feeder Duplex Cabinet color scanning 2 drawers bypass	\$ 46.09	\$ 553.08	499		0.005	\$ 2.50	0.05	\$ -	12	\$ 29.94	\$ -										
ASSESSOR OFFICE	4819 BLUFFTON PKWY	22	df cab	Yes	Konica Minolta c224e	22	Feeder Duplex cabinet 2 drawers bypass	\$ 61.14	\$ 733.68	1092	559	0.005	\$ 5.46	0.05	\$ 27.95	12	\$ 65.52	\$ 335.40										
BLUFFTON CENTER, 4819 Bluffton Pkwy Room 303	Alcohol & Drug Abuse, Bluffton	36	df cab finisher	Yes	Konica Minolta c364e	36	Feeder Duplex cabinet 2 drawers bypass finisher	\$ 104.19	\$ 1,520.28	5891		0.005	\$ 29.46	0.05	\$ -	12	\$ 353.46	\$ -										
Drug Task Force	1021 Okatie Hwy	36	feeder cab	Yes	Konica Minolta c224e	22	Feeder Duplex cabinet 2 drawers bypass	\$ 61.14	\$ 733.68	2791	1374	0.005	\$ 13.96	0.05	\$ 68.70	12	\$ 167.46	\$ 824.40										
PARKS & LEISURE, BLUFFTON 61B Ulmer Road	Parks & Leisure Buckwalter	50	df finisher ic 207	Yes	Konica Minolta c224e	22	Feeder Duplex cabinet 2 drawers bypass finisher	\$ 72.62	\$ 873.84	2734		0.005	\$ 13.67	0.05	\$ -	12	\$ 164.04	\$ -										
BLUFFTON												0.005	\$ -	0.05	\$ -	12	\$ -	\$ -										
Total machines needed for Bluffton		15						\$ 829.30	#####																\$ 2,247.42	\$ 1,159.80		

RFP#110614 Best and Final Offer		Photocopy/ Multifunction Printer Lease Services for Beaufort County		December 30, 2015, 3:00 p.m.																
Company Name	Minimum Pages Per Minute																			
BUILDING/ADDRESS	DEPARTMENT	Accessories	Color option?	Recommended Model	Pages Per Minute	Accessories	Cost Per Month Lease	Annual Cost for Lease	Beaufort County Estimated Monthly Volume Per Machine B/W Copies	Beaufort County Estimated Monthly Volume Per Machine Color Copies	Monthly Maintenance Cost Per Copy Black/White based on estimated monthly Volume**	Monthly Maintenance Cost Per Copy Color based on estimated monthly Volume**	Annual	Annual Maintenance Cost Per Copy Black/White based on estimated monthly Volume	Annual Maintenance Cost Per Copy Color based on estimated monthly Volume					
HILTON HEAD																				
593 WM HILTON PKWY	Disabilities & Special Needs		16	SUS02 NC501	No	Konica Minolta 215	21	Feeder duplex print scan	\$ 35.94	\$ 431.28	159	.005	\$ 0.80	0.05	0	12	\$ 9.54	\$ -		
AIRPORT, Hilton Head, 88 Squire Pope Road	Airport, Hilton Head		22	feeder cab finisher	No	Konica Minolta 224e	22	Feeder Duplex Cabinet Finisher color scanning 2 drawers bypass	\$ 57.77	\$ 693.24	1510	.005	\$ 7.55	0.05	0	12	\$ 90.60	\$ -		
AIRPORT, Hilton Head, ARFF Bldg	Airport, Hilton Head		22	feeder cab finisher	No	Konica Minolta 224e	22	Feeder Duplex Cabinet Finisher color scanning 2 drawers bypass	\$ 57.77	\$ 693.24	7	.005		0.05	0	12	\$ -	\$ -		
HILTON HEAD CENTER	Staff Services/Veterans Affairs		22	feeder cab finisher	No	Konica Minolta 224e	22	Feeder Duplex Cabinet Finisher color scanning 2 drawers bypass	\$ 57.77	\$ 693.24	2664	.005	\$ 13.32	0.05	0	12	\$ 159.84	\$ -		
LIBRARY, HILTON HEAD 11 Beach City Road	Library, Hilton Head		22	feeder cab finisher	No	Konica Minolta 224e	22	Feeder Duplex Cabinet Finisher color scanning 2 drawers bypass	\$ 57.77	\$ 693.24	5127	.005	\$ 25.64	0.05	0	12	\$ 307.62	\$ -		
SHERIFF, HILTON HEAD Shelter Cove Lane	Sheriff Dep.		22	feeder cab finisher	Yes	Konica Minolta c224e	22	Feeder Duplex cabinet 2 drawers bypass finisher	\$ 72.82	\$ 873.84	1751	.005	\$ 8.91	0.05	85.25	12	\$ 106.86	\$ 1,023.00		
SHERIFF, HILTON HEAD	Sheriff, Hilton Head (Investigations)		22	feeder cab finisher	Yes	Konica Minolta c224e	22	Feeder Duplex cabinet 2 drawers bypass finisher	\$ 72.82	\$ 873.84	7	.005		0.05	0	12	\$ -	\$ -		
LIBRARY, HILTON HEAD	Library, Hilton Head		22	platen cover cab	No	Konica Minolta 224e	22	Platen cover cabinet 2 drawers bypass color scanning	\$ 32.71	\$ 392.52	9656	.005	\$ 483.03	0.05	0	12	\$ 5,796.36	\$ -		
LIBRARY, HILTON HEAD	Library, Hilton Head		22	platen cover cab	No	Konica Minolta 224e	22	Platen cover cabinet 2 drawers bypass color scanning	\$ 32.71	\$ 392.52	1826	.005	\$ 9.13	0.05	0	12	\$ 109.56	\$ -		
SHERIFF, HILTON HEAD 7 Lagoon Road	Sheriff, Hilton Head		30	feeder loc finisher	No	Konica Minolta 224e	22	Feeder Duplex LCC and finisher bypass	\$ 49.61	\$ 623.32	3238	.005	\$ 16.19	0.05	0	12	\$ 194.28	\$ -		
SHERIFF, HILTON HEAD	Sheriff, Hilton Head		45	feeder loc finisher	Yes	Konica Minolta C224e	22	Feeder Duplex LCC and finisher color scanning bypass	\$ 81.79	\$ 981.48	2490	.005	\$ 12.90	0.05	174	12	\$ 149.94	\$ 2,088.00		
Total machines recommended for all locations:									99											
1. Total Cost for Annual Leasing (without tax included):									\$ 81,047.16	ABR Total annual expense (MFP's/Maintenance/Printer Management Taxes)										
2. Total Cost for Annual Leasing (with tax included):									\$ 85,909.99	\$ 210,581.19										
3. Total Cost for Annual Maintenance (without tax):									\$ 79,464.96											
4. Total Cost for Annual Maintenance (with tax):									\$ 79,464.96	ABR Self remits tax on parts and therefore will not collect it from Beaufort County										
5. Total Annual Cost for Print Management (without tax):									\$ 45,206.24	.029 per page based on monthly volume of 129,903 from Addendum 1										
6. Total Annual Cost for Print Management (with tax):									\$ 45,206.24	ABR Self remits tax on parts and therefore will not collect it from Beaufort County										
7. Explain any additional charges or discounts. This includes any relocation, delivery charge, or rer No Additional fees																				
Notes:																				
Item 1: Total Cost for Annual Leasing is based on a 12 month period. May be extended up to five years.																				
Item 2: Total Cost for Annual Maintenance is based on Beaufort County's estimated monthly volume times the vendors cost per copy based on a twelve month period.**																				
Item 3: Total Annual Cost is based on a price per copy, machine model, and based on Black/White or Color copies. If providing a different price per page for each machine, Vendors must attach a pricing sheet showing the cost per copy and machine covered.																				
**Tax should be based on South Carolina 6% State tax.																				
**These are new machines and are not networked.																				

\$628.48 \$7,541.76 \$ 6,924.60 \$ 3,111.00



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg. 2 -- Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Jerry W. Stewart, Chairman, Finance Committee
FROM: Dave Thomas, CPPO, Purchasing Director *DT*
SUBJ: **Request to Purchase Public Health Insecticide for Beaufort County Mosquito Control**
DATE: February 16, 2015

BACKGROUND: The Purchasing Department received a request from the Mosquito Control Director to purchase an EPA-registered public health insecticide (Natular XRT tablets) from Clarke Mosquito Control Products, Inc., a sole source vendor. Mosquito Control will use this product to treat an estimated 22,500 catch basins throughout Beaufort County starting in April, 2015. Mosquitoes potentially associated with West Nile virus use these stormwater structures as breeding sites, and the timely treatments will help reduce the risk of this mosquito-borne disease among humans, horses, and wildlife.

VENDOR INFORMATION:

COST

Clarke Mosquito Control Products, Inc., Roselle, IL
(\$82,014 + \$4,921 tax + \$412 shipping)

\$87,347 *

* Vendor will provide 5 extra cases free of charge (worth \$4,184)

FUNDING: 10001400-52320, Mosquito Control – Public Health Products (available balance – \$196,895)

PRIOR YEAR COST: \$62,407 (Altosid XR briquets)

FOR ACTION: Finance Committee meeting occurring on February 16, 2015

RECOMMENDATION: The Purchasing Department recommends that the Finance Committee approve the purchase of Natular XRT tablets for \$87,347 from Clarke Mosquito Control Products, Inc.

CC: Gary Kubic, County Administrator *GKubic*
Josh Gruber, Deputy County Administrator/Special Counsel *JG*
Alicia Holland, Asst. Co. Administrator, Finance *AH*
Philip Foot, Asst. Co. Administrator, Public Safety
Gregg Hunt, Mosquito Control Director *GH*

Attachments: Sole Source letter, Pricing Information

Professionally we serve; Personally we care!



January 24, 2010

To whom it may concern:

Please allow this letter to confirm that Clarke Mosquito Control Products, Inc., currently has exclusive rights to market the active ingredient spinosad for mosquito larval control products within the United States. Dow AgroSciences understands that Spinosad is utilized in Clarke's Natular G, Natular G30, Natular T30, Natular XRT, Natular 2EC and Natular DT products.

Please let me know if you need further details.

Regards,

A handwritten signature in black ink, appearing to read "Eric Hobson".

Eric Hobson
Senior Counsel



110 E. Irving Park Rd., 4th Floor
P.O. Box 72197
Roselle, Illinois 60172
630.671.3120
630.894.1774
www.clarke.com

January 19, 2015

Beaufort County M.C.D.
Beaufort, SC

Dear Gregg;

If you purchase 98 cases of Natular XRT's, as quoted in Quotation No: 0002012037, Clarke will give the county 5 cases of Natular XRT's at no cost. Please don't hesitate to call if you have any questions.

Best regards,

Joe Strickhouser
704-756-5837



675 Sidwell Ct
St Charles, IL 60174
U.S.A.
www.clarke.com
TOLL-FREE: 800-323-5727

PH: 630-894-2000
FAX: 630-443-3070
EMAIL: customercare@clarke.com

QUOTATION

B Beaufort County M.C.D. (B11310)
I Elizabeth Hager
L 84 Shanklin Road
L
Beaufort, SC 29906
T 843-255-5800
O 843-846-1633

S Beaufort County M.C.D.
H Elizabeth Hager
I 39 Airport Circle
P
Beaufort, SC 29906
T 843-255-5800
O

Address ID: 000000

Quotation #	Quote Date	Salesperson	Written by	Valid to
0002012037	01/16/15	Joe Strickhouser	Stephanie Rodriguez - Sales Assoc.	12/31/15

Delivery Method	Terms
Best Way	Net 30 Days

Item #	Item Description	Qty Ordered	Unit Price	Extended Price
11850	NATULAR XRT TABLET US EPA Current Label	98 cs	836.88/ cs	82,014.24

Freight Charge	<u>411.60</u>
Order total	<u>87,346.69</u>
Total	<u>87,346.69</u>
Tax:	<u>4,920.85</u>

* For your convenience we also accept Visa and MasterCard

Clarke will charge applicable sales taxes unless a valid exemption certificate is Emailed to: accountsreceivable@clarke.com or faxed to: 630-672-7439

Helping make communities around the world more livable, safe and comfortable.



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg 2—Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Jerry W. Stewart, Chairman, Finance Committee
FROM: Dave Thomas, CPPO, Purchasing Director *at*
SUBJ: Emergency Medical Service (EMS) Purchase Remounting Services for two Ambulances
DATE: February 16, 2015

BACKGROUND: The Purchasing Department received a request from Beaufort County's EMS Department to purchase two new 2015 Dodge Ram 4500 4x2 Ambulance Remounts, which includes remounting services. This purchase request will use the HGAC Buy Cooperative Contract, a National Cooperative contract used by state and local governments. The EMS Department along with First Vehicle Services recommends the purchase of the Dodge Ambulances due to their overall performance and the close proximity of the factory to Beaufort County.

The HGAC Buy contract will provide remounting of two of the current fleet ambulances as these modules are in good structural condition. The old chassis would be traded into Northwestern and remounting of the ambulances would include a new 2015 Dodge D4500, 4x2 Diesel Type I cab/chassis, HVAC, emergency and compartment lights. Also, the module would be repainted and interior refurbished. The remounted ambulances receive the same manufacturer warranty as the new ambulance. All of the ambulances will be delivered to the County before the end of the fiscal year.

<u>VENDOR INFORMATION:</u>	<u>COST</u>
AEV/Northwestern Emergency Vehicles, Jefferson, NC	
Remount Ambulances (2 @ \$116,933.12 each)	\$233,867
SC Sales Tax (2 x \$300)	\$600
Grand Total	\$234,467

FUNDING: Account #40090011-54003, EMS, Vehicle Purchases

FOR ACTION: Finance Committee meeting occurring February 16, 2015.

RECOMMENDATION: The Finance Committee approve and recommend to County Council the contract award to purchase remounting services for the two existing County ambulances from the aforementioned contractor for a total cost of \$234,467.

CC: Gary Kubic, County Administrator
Joshua Gruber, Deputy County Administrator
Alicia Holland, Asst. Co. Administrator, Finance
Phil Foot, Asst. Co. Administrator, Public Safety
Donna Ownby, EMS Director *DMO*

Att: HGAC Buy Cooperative Contract Pricing

Northwestern Emergency Vehicles

QUOTE

PO Box 790
Jefferson ,NC 28640

DATE: 12/10/14

QUOTE FOR Beaufort County EMS
PO Drawer 1228
Beaufort SC 29901

RE: QUOTE FOR 2015 Dodge 4500

Comments or special instructions:

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
David Hudler	n/a	n/a	n/a	n/a	n/a

QUANTITY	DESCRIPTION	PRICE	TOTAL
1	2015 DODGE 4500 TYPE I REMOUNT AMBULANCE PER YOUR SPECS		\$116,243.00
1	HGAC Fee		\$750.00
		SUBTOTAL	
		SHIPPING	
		TOTAL	\$116,993.12

David Hudler
david@nwev.com
336-977-1015 (cell)



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

AM10-14

Date Prepared:

12/10/2014

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	BEAUFORT COUNTY	Contractor:	AEV / Northwestern Emergency Vehicles
Contact Person:	DAVE THOMAS, CPPO, CPPB	Prepared By:	David Hudler
Phone:	843-255-2353	Phone:	336-977-1015 (cell) or 800-536-8488(office)
Fax:	843-255-9437	Fax:	336-246-8978
Email:	dthomas@bcgov.net	Email:	david@nwev.com

Product Code:	AE09	Description:	2015 Ram 4500 4x2 Diesel Type I Base Ambulance Remount
---------------	------	--------------	--

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$75,583.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
YY00 WHEEL SIMULATORS	385.00	YY13 NEW DIAMOND PLATE	2,500.00
YY01 RUNNING BOARDS	467.00	YY15 NEW WHEEL MOLDING	400.00
YY03 SIREN SPEAKERS	587.00	YY16 NEW WEATHER STRIPPING	750.00
YY04 LIQUID SPRING SUSPENSION	8,800.00	YY17 NEW ALL DOOR AND CEILING HANDLES	750.00
YY05 NEW UPHOLSTERY	1,020.00	YY19 NEW BODY MARKER LIGHTS	238.00
YY10 NEW LEXAN	350.00		
YY12 NEW REAR BUMPER	1,800.00	Subtotal From Additional Sheet(s):	12,023.00
		Subtotal B:	30,070.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
RE-WIRE THE ELECTRICAL SYSTEM	3,000.00	UPGRADE WARNING LIGHTS	3,882.00
CHEVRONS	750.00		
PAINT BELT PER CUSTOMER'S SPECS	1,435.00	Subtotal From Additional Sheet(s):	
LETTERING PER CUSTOMER'S SPECS	1,523.12	Subtotal C:	10,590.12

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 10%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		Subtotal D:	0

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)

Quantity Ordered:	1	X Subtotal of A + B + C + D:		=	Subtotal E:	116,243.12
-------------------	---	------------------------------	--	---	-------------	------------

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: \$750.00

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date: **H. Total Purchase Price (E+F+G): \$116,993.12**



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
106 Industrial Village Road, Bldg 2—Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Jerry W. Stewart, Chairman, Finance Committee
FROM: Dave Thomas, CPPO, Purchasing Director *set*
SUBJ: **Contract Award to Physio-Control, Inc., a Sole Source Vendor for two (2) new Life-Pak 15 Cardiac Monitor/Defibrillators and accessories for Beaufort County's Emergency Medical Service (EMS)**
DATE: February 16, 2015

BACKGROUND: The Purchasing Department received a request from the EMS Director to purchase two (2) new Life-Pak 15 (LP 15) Cardiac Monitor/Defibrillators and accessories to be used by the EMS Department. The LIFEPAK 15 monitor/defibrillator is designed to help accurately diagnose and treat patients. With features such as easy and quick acquisition of baseline vital signs, 12-lead ECG, carbon monoxide monitoring. These two (2) LP 15 monitors will allow for the replacement of out dated cardiac monitors. The LP 15's will be placed on the two (2) busiest frontline ambulances within the County and the old monitors will be traded in to Physio-Control for credit.

<u>SOLE SOURCE VENDOR INFORMATION:</u>	<u>COST</u>	<u>TOTAL</u>
Physio-Control, Inc., Redmond, WA	2 X \$32,180	\$64,360

FUNDING: 40090011-54003, EMS, Specialized Capital Equipment

FY 2015 COST: NA

FOR ACTION: Finance Committee meeting occurring February 16, 2015.

RECOMMENDATION: The Finance Committee approves the purchase of two (2) new Quick Life-Pak 15 Cardiac Monitor Defibrillators and accessories from Physio-Control, Inc., for a total cost of \$64,360.

CC: Gary Kubic, County Administrator *GKubic*
Joshua Gruber, Deputy County Administrator *JG*
Alicia Holland, Asst. Co. Administrator, Finance *AH*
Phil Foot, Asst. Co. Administrator, Public Safety
Donna Ownby, EMS Director

Att: Price Quote Information and Sole Source Letter



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg 2—Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Jerry W. Stewart, Chairman, Finance Committee
FROM: Dave Thomas, CPPPO, Purchasing Director *DT*
SUBJ: Contract Award to Physio-Control, Inc., a Sole Source Vendor for two (2) new Life-Pak 15 Cardiac Monitor/Defibrillators and accessories for Beaufort County's Emergency Medical Service (EMS)
DATE: February 16, 2015

BACKGROUND: The Purchasing Department received a request from the EMS Director to purchase two (2) new Life-Pak 15 (LP 15) Cardiac Monitor/Defibrillators and accessories to be used by the EMS Department. The LIFEPAK 15 monitor/defibrillator is designed to help accurately diagnose and treat patients. With features such as easy and quick acquisition of baseline vital signs, 12-lead ECG, carbon monoxide monitoring. These two (2) LP 15 monitors will allow for the replacement of out dated cardiac monitors. The LP 15's will be placed on the two (2) busiest frontline ambulances within the County and the old monitors will be traded in to Physio-Control for credit.

<u>SOLE SOURCE VENDOR INFORMATION:</u>	<u>COST</u>	<u>TOTAL</u>
Physio-Control, Inc., Redmond, WA	2 X \$32,180	\$64,360

FUNDING: 40090011-54003, EMS, Specialized Capital Equipment

FY 2015 COST: NA

FOR ACTION: Finance Committee meeting occurring February 16, 2015.

RECOMMENDATION: The Finance Committee approves the purchase of two (2) new Quick Life-Pak 15 Cardiac Monitor Defibrillators and accessories from Physio-Control, Inc., for a total cost of \$64,360.

CC: Gary Kubic, County Administrator
Joshua Gruber, Deputy County Administrator *JG*
Alicia Holland, Asst. Co. Administrator, Finance *AH*
Phil Foot, Asst. Co. Administrator, Public Safety
Donna Ownby, EMS Director *DMO*

Att: Price Quote Information and Sole Source Letter



Physio-Control, Inc.
 11811 Willows Road NE
 P.O. Box 97023
 Redmond, WA 98073-9723 U.S.A
 www.physio-control.com
 tel 800.442.1142
 fax 800.732.0956

To: Howell Youmans
 Beaufort County EMS
 2727 Depot Road
 BEAUFORT, SC 29902
 Phone: (843) 255-5361
 howelly@bcgov.net

Quote#: 1-271269977

Rev#: 3
 Quote Date: 02/03/2015
 Sales Consultant: Jeff Collett
 800-442-1142 x 72234
 FOB: Redmond, WA

Terms: All quotes subject to credit approval and the following terms & conditions

Contract: None

Exp Date: 05/04/2015

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	99577-001958 - LP15 v4 MONITOR/DEFIB, CPR, Pace, to 360j, SPO2/CO, 12L GL, NIBP, CO2, Trend, BT, TMP INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, N-SERVICE DVD - 21330-001486 (one per order) , SERVICE MANUAL CD- 26500-003612 (one per order) and ShipKit- (RC Cable) 41577-000109 INCLUDED. HARD PADDLES, BATTERIES, CARRYING CASE NOT INCLUDED.	2	\$34,545.00	\$6,218.10	\$750.00	\$27,576.90	\$55,153.80
2	21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE	6	\$432.00	\$64.80	\$0.00	\$367.20	\$2,203.20
3	11140-000052 - LP 15 ADAPTER- REDI-CHARGE BATTERY CHARGER LP 15 ADAPTER- REDI-CHARGE BATTERY CHARGER	2	\$189.00	\$28.35	\$0.00	\$160.65	\$321.30
4	11171-000046 - M-LNCS DCI, ADULT REUSABLE SENSOR, REF 2501 M-LNCS DCI, ADULT REUSABLE SENSOR, REF 2501	2	\$301.00	\$45.15	\$0.00	\$255.85	\$511.70
5	11171-000049 - RAINBOW DCI ADT REUSABLE SENSOR, REF 2696 RAINBOW DCI ADT REUSABLE SENSOR, REF 2696	2	\$637.00	\$95.55	\$0.00	\$541.45	\$1,082.90
6	11577-000002 - LIFEPAK 15 Basic Carry Case w/ right & left pouches Includes shoulder strap 11577-000001	2	\$289.00	\$43.35	\$0.00	\$245.65	\$491.30
7	11220-000028 - Top Pouch Storage for sensors and electrodes. Insert in place of standard paddles.	2	\$51.00	\$7.65	\$0.00	\$43.35	\$86.70
8	11260-000039 - LP15 Rear Pouch for carrying case	2	\$74.00	\$11.10	\$0.00	\$62.90	\$125.80

SUB TOTAL	\$59,976.70
ESTIMATED TAX	\$4,198.37
ESTIMATED SHIPPING & HANDLING	\$185.00
GRAND TOTAL	\$64,360.07

Trade-in Detail

Product	Qty	Unit Value	Total Value
---------	-----	------------	-------------

Pricing Summary Totals

List Price:			\$74,764.00
Trade-ins:			- \$1,500.00
Cash Discounts:			- \$13,287.30
Tax + S&H:			+ \$4,383.37

GRAND TOTAL FOR THIS QUOTE

\$64,360.07

**TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO:
800-732-0956, ATTN: REP SUPPORT**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Ref. Code: BV/02063002/1-4HI98Z

Notes:

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>

2 LIFEPAK 11 trade ins

Trade-in values are a function of the market value and the condition of the device at the time of trade in, thus values may be subject to change. Please note that device serial numbers are required at time of order.

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.



Non-Competitive Purchases Form

2015 JAN 21 PM 2:04

This form shall be completed for any non-competitive purchase over \$2,500 that is not exempt.

(a) A County contract may be awarded without competition when the Purchasing Director determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The Purchasing Director shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as public record and shall list each contractor's name, the amount and type of each contract, a listing of the items procured under each contract, and the identification of each contract file.

(b) Sole source procurement of a used item from the open market may only be considered, provided that:

- (1) The using agency recommends purchase;
- (2) condition of the item is verified by appropriate County official; and
- (3) price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.

Code 1982 SS 12-19 Sec. 2-518 Sole source procurement

The County Council may by resolution, exempt specific supplies or services from the purchasing procedures required in the Code. The following supplies and services shall be exempt from the purchasing procedures required in this division; however, the Purchasing Director for just cause may limit or withdraw any exemption provided for in this section. (1) Works of art for museum and public display (2) Published books, library books, maps, periodicals, technical pamphlets (3) Copyrighted educational films, filmstrips, slides and transparencies (4) Postage stamps and postal fees (5) Professional dues, membership fees and seminar registration fees (6) Medicine and drugs (7) Utilities including gas, electric, water and sewer (8) Advertisements in professional publications or newspapers (9) Fresh fruit, vegetables, meats, fish, milk, bread and eggs (10) Oil company credit cards (11) Articles for commercial sale by all governmental bodies

Code 1982 SS 12-14 Ord. No. 2000-1 S 1, 1-1-0-2000 Sec. 2-514 Exemption from procedures

Notwithstanding any other section of this division, the Purchasing Director may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to the functioning of county government; for the preservation or protection of property; or for the health, welfare or safety of any person, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items procured under the contract, and the identification number of the contract file.

Code 1982 SS 12-20 Sec. 2-519 Emergency procurements

Requesting Department: Emergency Medical Service Requested Account Code: 40090011-54003

Description of Requested Service's

Physio-Control brand Life Pak 15, Cardiac Monitor/Defibrillator and Accessories

Please provide a listing of the items purchased, if additional pages are necessary please attach to this form:

Three (3) Life Pak 15 Cardiac Monitors

Cost of Requested Services: \$99,084.00

Requested Vendor Name: Physio-Control

Requested Vendor Address: PO Box 97006 Redmond, WA 98073-9706

Requested Vendor Phone Number: 800-442-1142 Requested Vendor Email Address: _____

Type of Service Requested (Please check one) Construction Services Supply/Good



Non-Competitive Purchases Form

Please attach any documentation provided by the vendor that provides back up for the claims in this document.

Please select a reason below as to why this is a non-competitive purchase and provide a brief explanation.

It is not possible to obtain competition. There is only one source available for the supply, service, or construction item.

Physio-Control is the manufacturer for the Life-Pak Cardiac Monitor/Defibrillators, LUCAS 2 units and their accessories currently used by the EMS Department.

The procurement is for a used item from the open market. The item may only be considered if, (1) the using agency recommends purchase, (2) condition of the item is verified by appropriate County official, (3) Price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.

The item is a single source purchase. Other sources may be available but purchases are directed to one source because of factors unique to Beaufort County. Please select an option below:

- Standardization*
- Warranty*
- Other, if selected please specify below.*

An emergency exists that threatens the functioning of County government.

An emergency exists that threatens the preservation or protection of County property.

An emergency exists that threatens the health, welfare or safety or any person within the County.

What steps have been taken to verify that these features are not available elsewhere?

Other brands/manufacturers were examined (please list names and contact information, and explain why they are not suitable for use by the County-attach additional pages as necessary):

Other vendors were contracted (please list names and contact information and explain why those contacted did not meet the needs of the County-attach additional pages as necessary):

Requester Name: Howell Youniss Requester Signature: [Signature] Date: 1/11/15



Non-Competitive Purchases Form

Department Head Name: DANA OWNEY Department Head Signature: *Dana Owney* Date: 1/21/15

For Purchasing Completion only:

Date Received in Purchasing Department: 01/27/15

Reviewed by Purchasing Department for completeness

Date: 01/27/15

Reviewed by: *[Signature]*

Verified that this is the only source: Yes No

Comments: _____

Purchasing Director or His Designee Approval Signature: *[Signature]*

Associated Purchase Orders Number: _____

Associated Contract Number: _____

ORDINANCE NO. 2015/

AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$200,000 FROM THE LOCAL 3% ACCOMMODATIONS TAX FUND TO THE COUNTY GENERAL FUND FOR CONSTRUCTION OF AN INTERPRETIVE CENTER AND PICNIC PAVILION AT FORT FREMONT HISTORIC SITE AND COUNTY PASSIVE PARK

WHEREAS, Fort Fremont is the last extant Spanish American War coastal defense battery left in America;

WHEREAS, Fort Fremont, named for Charleston, S.C. native General John C. Fremont, is an important historic site built in 1898, and is an Endicott-era system of two gun batteries, and an example of the most cutting edge military technology of its time;

WHEREAS, Fort Fremont is currently a tourism destination and will only grow in its attractiveness once the Interpretive Center, Picnic Pavilion, outdoor information panels, diorama, and restoration of the two gun batteries are completed;

WHEREAS, Beaufort County has determined that it is in the best interest of its citizens to provide funding to the general fund for this purpose from the local 3% Accommodations Tax fund.

NOW, THEREFORE, BE IT ORDAINED, that an appropriation not to exceed \$200,000 be made available from the Local 3% Accommodations Tax Fund for the construction of an Interpretive Center and a Picnic Pavilion at the Fort Fremont Historic Site and County Passive Park.

Adopted this _____ day of _____, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Deputy County Administrator
Special Counsel

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading:
Second Reading:
Public Hearing:
Third and Final Reading:

ORDINANCE

AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA TO AMEND SECTION 2-346, ET SEQ. OF THE BEAUFORT COUNTY CODE OF LAWS ESTABLISHING THE SALARIES FOR VARIOUS ELECTED OFFICIALS, EXCLUDING COUNTY COUNCIL MEMBERS.

Whereas, Standards that are underscored shall be added text and Standards that are ~~line through~~ shall be deleted text.

WHEREAS, the County Council of Beaufort County has created a salary administration program for compensating elected and appointed officials; and

WHEREAS, the County Council of Beaufort County has established an entry level salary for each elected and appointed official; and

WHEREAS, the County Council of Beaufort County deems it advisable to establish an Ordinance outlining the policy for the establishment of such a plan and the entry-level salaries for each elected and appointed official referenced herein; and

WHEREAS, an Ordinance is the mode prescribed by law to create a salary administration program for elected and appointed officials and to establish entry-level salaries for each elected and appointed official.

NOW, THEREFORE, BE IT ORDAINED by County Council of Beaufort County in a meeting duly assembled, by their authority to create such a plan and the entry-level salaries by Ordinance does hereby amend Beaufort County Code of Laws Section 2-346, et seq., to read as follows:

Section 2-346 – Salary administration program created

There is created a salary administration program for compensating elected and appointed officials, other than members of the council, and to establish entry level salaries for each elected and appointed position.

1. Auditor
2. Clerk of Court
3. Coroner
4. Probate Judge
5. Sheriff
6. Treasurer
7. Master-in-Equity
8. Magistrate

Section 2-347 – Entry Level Salary

(a) Salary. The entry-level salary for each elected and appointed official is hereby established:

- Auditor - ~~\$55,638~~ \$59,915, which excludes any other stipend paid by the County and/or State.
- Clerk of Court - ~~\$74,138~~ \$79,837, which excludes any other stipend paid by the County and/or State,
- Coroner - ~~\$65,344~~ \$70,367, which excludes any other stipend paid by the County and/or State,
- Probate Judge - ~~\$91,102~~ \$100,067, which excludes any other stipend paid by the County and/or State.
- Sheriff - ~~\$95,072~~ \$102,380, which excludes any other stipend paid by the County and/or State.
- Treasurer - ~~\$59,735~~ \$64,327, which excludes any other stipend paid by the County and/or State.
- Master-in-Equity - set pursuant to S.C. Code Ann §14-11-30, which excludes any other stipend paid by the County and/or State.
- Magistrate – set pursuant to S.C. Code Ann § 22-8-40(b)(2), which excludes any other stipend paid by the County and/or State.

The above entry-level salaries were established using the average salaries of peer counties in the tier 1 classification as determined by population in the South Carolina Association of Counties Annual Salary Survey for each position or the current Beaufort County salary, whichever was greater.

(b). Cost of Living. At each instance of a cost of living allowance (COLA) pay increase awarded by the Beaufort County Council, after the enactment date of this ordinance. The entry-level salary of each elected or appointed office listed in Section 2-347 above will be increased accordingly.

Section 2-348 – Incorporation of state payments

Any salary and/or stipend received from the State by any elected and appointed official will be incorporated into the overall compensation plan as an addition to the county-paid salary.

Section 2-349 – County and/or state salary adjustments

A. Each elected and appointed official shall receive the, County's annual cost of living adjustment.

B. Elected or appointed officials will receive mandated State salary adjustments or Council approved salary adjustments, whichever is the greater of the two.

Section 2-350 – Reelection or reappointment

An elected or appointed official, who is reelected and/or reappointed to his/her same office, without a break in service, will receive a five (5%) percent increase at the beginning of his/her new term of office.

Section 2-351 – Pay for performance program

Elected and/or appointed officials will not be eligible for the county pay for performance program.

Section 2-352 – Appointment to unexpired term

A person who is appointed to fill an unexpired term of an official will, in accordance with State Law, be compensated at the same salary of the person who was holding the office for the remainder of that unexpired term of office. If the appointee is subsequently elected or reappointed to the same office, his/her salary will revert to the entry-level salary of that particular office for the official shown in Section 2-347 below, when his/her elected term of office becomes effective, plus a 5% election increase.

This Ordinance shall become effective on the first full pay period in July, 2015.

Adopted this ___ day of _____, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Deputy County Administrator
Special Counsel

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading: