

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: August 3, 2021
PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Chief Mario D'Agostino, El Paso Fire Department, 915-212-5610
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: No. 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.3 – Increase Public Safety Operational Efficiency.

SUBJECT:

Discussion and action on the request that the City Manager be authorized to sign Agreement between the City of El Paso and Teleflex, LLC the sole source provider for the Arrow EZ-IO System, with the stipulation that the vendor provides an updated sole source letter and affidavit each year.

BACKGROUND / DISCUSSION:

The Arrow EZ-IO Intraosseous Vascular Access System consists of a reusable battery-powered drill, and various sizes of drill assisted intraosseous needles. The system will be replacing older manually operated IO needles, which proved to have a greater percentage of complications, and lesser first-attempt access success rates. The Arrow EZ-IO System is used when vascular access is required on a critical adult or pediatric patient, and intravenous access has proven too difficult. Once the needle is in place, it can be used for fluid resuscitation and medication administration.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

There is no contract variance.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$180,000.00 (3 Years)
Funding Source: General Fund
Account: 322-1000-22090-531120-P2217

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Fire Department and Health Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Mario D'Agostino, Fire Chief

**COUNCIL PROJECT FORM
(Sole Source)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda for the Council Meeting of **August 3, 2021**.

STRATEGIC GOAL: NO. 2 – Set the Standard for a Safe and Secure City

The Linkage to the Strategic Plan is subsection 2.3 – Increase Public Safety Operational Efficiency.

Award Summary:

Discussion and action on the request that the City Manager be authorized to sign Agreement between the City of El Paso and Teleflex, LLC the sole source provider for the Arrow EZ-IO System, with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The system will provide intraosseous access system components (Arrow EZ-IO), including drivers, needles, cases and any related accessories.

Contract Variance:

There is no contract variance.

Department:	Fire Department
Award to:	Teleflex, LLC Wayne, PA
Item(s):	All
Term:	3 Years
Annual Estimated Award:	\$ 60,000.00
Total Estimated Amount	\$180,000.00 (3 years)
Account No.:	322 – 22090 – 1000 – 531120 - P2217
Funding Source:	General Fund
District(s):	All
Reference No.:	2021-1189

This is a Sole Source, service and maintenance contract.



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

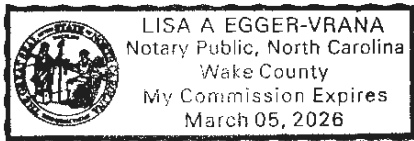
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared _____ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is David K Price. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Teleflex LLC
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
Arrow EZ-IO System
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Signature *[Handwritten Signature]*

SUBSCRIBED AND SWORN to before me on this 22 day of March, 2021



[Handwritten Signature]
NOTARY PUBLIC
LISA A. Egger-VRANA
PRINTED NAME
MARCH 5, 2026
MY COMMISSION EXPIRES

COMPANY NAME: Teleflex LLC

ADDRESS, CITY, STATE & ZIP CODE: 3015 Carrington Mill Blvd., Morrisville, NC 27560

PHONE: 866-246-6990 FAX NUMBER: 866-804-9881

CONTACT NAME AND TITLE: Madison Cloer, Senior Sales Representative

WEB ADDRESS: www.teleflex.com EMAIL: madison.cloer@teleflex.com

FEDERAL TAX ID NUMBER: 83-1629418 TEXAS SALES TAX NUMBER: 32071192242

January 6, 2021

Teleflex

3015 Carrington Mill Blvd.
Morrisville, NC 27560
USA
Phone: 866-246-6990
Fax: 866-804-9881
teleflex.com

RE: Teleflex LLC—Sole Source for the Arrow® EZ-IO® Intraosseous Vascular Access System

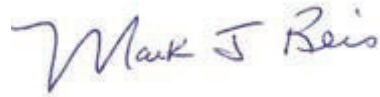
Dear Valued Customer:

Thank you for your interest in the Arrow® EZ-IO® System, which uses a proprietary patented needle and power driver technology. Teleflex is the sole manufacturer of these components.

Through our direct sales team, Teleflex LLC, a wholly owned subsidiary of Teleflex Incorporated, markets, sells and/or services all non-federal Arrow® EZ-IO® Device customers within the continental United States.

Please call our customer service to assist you with any questions or concerns: 1-866-246-6990.

Sincerely,



Mark J. Reis
Vice President, Sales
Anesthesia and Emergency Medicine

PRICING AGREEMENT

Product Category(ies): Powered Intraosseous Vascular Access Products

This pricing agreement (this “Agreement”) is entered into the 1st day of the calendar month following the last date of the parties’ signature below (the “Effective Date”), and is between Teleflex LLC (“Teleflex”), located at 3015 Carrington Mill Blvd. Morrisville, NC 27560, and El Paso Fire Department (“Customer”), located at 8600 Montana Avenue, El Paso, TX, 79925, for itself and, if operating a multifacility system, on behalf of each facility listed on Exhibit A attached hereto (collectively, the “Facilities”). Teleflex and Customer, intending to be legally bound, agree as follows:

1. During the term of this Agreement, Teleflex will make available to Customer the products set forth in Exhibit B attached hereto (the “Products”) for purchase at the corresponding prices set forth therein (the “Pricing”), on condition that Customer agrees to all of the following requirements (collectively the Compliance Commitment”):
 - (i) Teleflex will be the sole source provider of the Customer’ aggregate annual expenditures for intraosseous needles and power driver emergency vascular access products (collectively the “Powered Intraosseous Vascular Access Products”) to be used by the Customer and each of its Facilities during each contract year of the Agreement; and
 - (ii) Customer agree to participate in, as determined by a Teleflex needs assessment, clinical train the trainer educational sessions, to support clinical adoption and reinforce the safe and effective use of the Products every six (6) months throughout the Term; and
 - (iii) Customer agrees to business reviews every six (6) months throughout the Term to review and ensure overall compliance to the Compliance Commitment.

For the foregoing breach of the Compliance Commitment, Teleflex may terminate this Agreement for cause, by providing Customer ten (10) days written notice.

2. If operating a multifacility system, Customer hereby represents and warrants, on an ongoing basis throughout the term of this Agreement, that (a) each Facility is owned, leased or managed by Customer, and (b) Customer is authorized to make and coordinate the purchasing decisions for each Facility. If, at any time during the term of this Agreement, the foregoing representation and warranty ceases to be accurate with respect to any Facility, Customer shall immediately notify Teleflex in writing thereof and, effective from the date of such notice, such Facility will be deemed removed from Exhibit A.
3. The term of this Agreement will commence on the Effective Date and, unless earlier terminated as set forth herein, continue in effect for three (3) years thereafter with an option to extend for one (1) additional two (2) year period. Either party may terminate this Agreement at any time without cause by giving one hundred twenty (120) days' prior written notice to the other party. Notice of termination shall not act to terminate any other agreement entered into between the parties for products contemplated by this Agreement. Notice of termination furthermore does not give the Customer the right to cancel open orders for Products placed before the effective date of the termination. This Agreement will immediately, and without further action by either party, terminate upon the effective date of any agreement between Teleflex and Customer’s primary group purchasing organization for the purchase of the Products.
4. Except as otherwise expressly stated herein, terms and conditions of purchase for the Products are per Teleflex’s standard terms and conditions in effect at the time of purchase, which are incorporated herein by reference and available at: <https://www.teleflex.com/usa/en/legal/terms-and-conditions-of-sale/index.html>. The parties agree to treat confidentially the terms and conditions of this Agreement except to the extent required to be disclosed to their respective accounting or legal advisors, or by judicial or administrative process or otherwise by applicable law or regulations. Customer shall not transfer or assign this Agreement or any rights or obligations hereunder without Teleflex’s prior written consent. This Agreement may not be amended or modified, except by a written agreement signed by each party. No provision of this Agreement may be waived unless such waiver is in writing and signed by the party entitled to the benefits of such waived provision. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes, all prior and contemporaneous understandings and agreements between the parties relating to the subject matter hereof. This Agreement may be

signed (including by facsimile or email in “.pdf” form) in multiple counterparts, each of which when signed constitutes an original and all of which, collectively, constitute one and the same agreement.

Teleflex and Customer have caused their duly authorized representatives to sign this Agreement as of the Effective Date.

 _____	David K Price _____	Sr Director, Commercial Operations _____	06/03/2021 _____
Teleflex Signature	Printed Name	Title	Date

_____	_____	_____	_____
Customer Signature	Printed Name	Title	Date

**EXHIBIT A
FACILITIES**

- Customer has no additional Facilities.
- Customer has additional Facilities. (Complete the table below for each Facility.)

Customer	Address	City	State	Zip
El Paso Fire Department	8600 Montana Avenue	El Paso	TX	79925

**EXHIBIT B
PRODUCTS AND PRICING**

Item	Description	Pricing
9018-VC-005	EZ-IO 15 MM NEEDLE (box of 5)	\$550.00
9001-VC-005	EZ-IO 25 MM NEEDLE (box of 5)	\$550.00
9079-VC-005	EZ-IO 45 MM NEEDLE (box of 5)	\$550.00
9066-VC-005	EZ-IO STABILIZERS (box of 5)	\$50.00
9018P-VC-005	EZ-IO PLUS PACKS 15 MM NEEDLE + STABILIZER KIT (box of 5)	\$665.00
9001P-VC-005	EZ-IO PLUS PACKS 25 MM NEEDLE + STABILIZER KIT (box of 5)	\$665.00
9079P-VC-005	EZ-IO PLUS PACKS 45 MM NEEDLE + STABILIZER KIT (box of 5)	\$665.00
9058	EZ-IO POWER DRIVER	\$75.00
9065	EZ-IO (Vascular Access Pack) YELLOW CARRYING CASE	\$39.95
9074	EZ-OIO PWR DRIVER HARDSIDED CASE (black case)	\$18.95
9072	EZ-IO POWER DRIVER CRADLE (trigger guard)	\$10.40
9070	EZ-IO WALL MOUNT STORAGE CABINET	\$150.00
9018-VC-001	EZ-IO 15 MM NEEDLE (single needle)	\$185.00
9001-VC-001	EZ-IO 25 MM NEEDLE (single needle)	\$185.00
9079-VC-001	EZ-IO 45 MM NEEDLE (single needle)	\$185.00
9021	EZ-IO 15MM TRAINING NEEDLE (EA)	\$35.00
9017	EZ-IO 25MM TRAINING NEEDLE (EA)	\$35.00
9078	EZ-IO 45MM TRAINING NEEDLE (EA)	\$40.00
9034TK	EZ-IO TRAINING KIT	\$412.00
9059	EZ-IO TRAINING POWER DRIVER	\$143.00
9066-VC-005	EZ-STABILIZER(BOX OF 5)	\$50.00
1522-1202	IO Training Block (120x85x37) with skin	\$33.00
1522-1201	IO Training Block (120x85x63) with skin	\$33.00
1522-1200	IO Training Block (170x120x63) with skin	\$70.00
1051-16	HUMERUS TRAINING BONE W/O SKIN (EA)	\$26.00
1051-16-1	HUMERUS TRAINING BONE W/SKIN (EA)	\$33.00
1052	PED. HUMERUS TRAINING BONE W/O SKIN (EA)	\$20.00
1052-1	PED. HUMERUS TRAINING BONE W/SKIN (EA)	\$36.00
1117-5-1	CHILD TIBIA TRAINING BONE (EA)	\$35.00
1125-29-1	ADULT PROXIMAL TIBIA TRAINING BONE (EA)	\$37.00
1126-110	DISTAL TIBIA/ANKLE TRAINING BONE (EA)	\$34.00
1167-2	INFANT TIBIA/FIBULA TRAINING BONE (EA)	\$25.00
1522-440	TRAINING BONE BLOCK, HARD (4.5X3.25X1.5)	\$24.00