

CONTRACT FOR GOODS AND SERVICES

THIS CONTRACT is made and entered into this the ____ day of _____, 2021 (the "Effective Date") by and between the **CITY OF MESQUITE**, a Texas municipal corporation located in Dallas County, Texas, (hereinafter called CITY), acting through its duly authorized City Manager, Cliff Keheley, and **BOUND TREE MEDICAL, LLC**, an Ohio limited liability corporation, located at 5000 Tuttle Crossing Boulevard, Dublin, OH 43016, hereinafter called COMPANY, acting by and through its duly authorized agent.

WITNESSETH:

WHEREAS, on February 9, 2021, the City of Mesquite entered into an interlocal agreement with the City of Midlothian (the "ILA") pursuant to Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Government Code, to allow the City of Midlothian and the City of Mesquite to purchase goods and services from vendors under present and future contracts; and

WHEREAS, on December 8, 2020, the City of Midlothian awarded and entered into a contract for the City of Midlothian RFP 2020-028, with Bound Tree Medical, LLC, known as the "Agreement for EMS Fire Department Medical Supplies," attached hereto and incorporated as **Exhibit A**; and

WHEREAS, pursuant to the ILA the City of Mesquite wishes to utilize the Agreement for EMS Fire Department Medical Supplies; and

NOW THEREFORE, that for and in consideration of the mutual covenants hereinafter set forth, the CITY and COMPANY agree as follows:

I. DESCRIPTION OF GOODS AND/OR SERVICE

The CITY agrees to purchase and the CONTRACTOR agrees to provide all of the goods and/or services as specified in the contract documents, such goods and/or services generally described as follows:

ANNUAL SUPPLY OF EMERGENCY MEDICAL SUPPLIES CONTRACT NO. 2021-070

for an amount not to exceed of **ONE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$175,000.00)** to be paid upon completion of service and/or acceptance of goods, in current funds at the unit or total prices, at CONTRACTOR'S own proper cost and expense, including all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds and other accessories and services necessary to complete delivery of same, in accordance with the contract documents, hereinafter defined, and subject to such additions and deductions as provided therein.

II. CONTRACT DOCUMENTS

The contract documents shall consist of this written agreement and the "Agreement for EMS Fire Department Medical Supplies" between the City of Midlothian and Bound Tree Medical, LLC, **attached as EXHIBIT A**, and all other documents identified as pertaining to this Contract all of which are incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the other contract documents. The contract documents constitute the entire agreement between the CITY and CONTRACTOR, and all are as fully a part of the Contract as if attached to and repeated in this agreement. The contract documents may be altered, amended or modified only as provided herein.

III. PURCHASE/WORK ORDER

The goods and/or services to be provided under this Contract shall be commenced by CONTRACTOR upon final execution of this Contract and on a date to be specified in a written "Purchase Order" or "Work Order" (whichever applicable), in accordance with the contract documents. Time is of the essence for this Contract.

IV. MODIFICATION AND ASSIGNMENT

This Contract may not be altered, modified or amended except in writing properly executed by the parties and may not be assigned to a third party.

V. TERM

The term of this Contract commences on the Effective Date and shall terminate one calendar year from the Effective Date, unless terminated earlier under the terms of this Contract.

VI. TERMINATION

Unless otherwise provided in the contract documents, CITY may terminate this Contract at any time without cause with thirty (30) days written notice. Additionally, CITY shall have the right to cancel this Contract if CONTRACTOR fails to provide the goods and/or services in accordance with the contract documents after giving seven (7) days prior written notice. Irrespective of which party shall effect termination or the cause therefor, CITY shall within thirty (30) days of termination compensate CONTRACTOR for any delivery of goods and/or services made up to the time of termination. No amount shall be due for lost or anticipated profits.

VII. GOVERNING LAW AND VENUE

The parties agree that the laws of the State of Texas shall apply to and govern this Contract and venue for any legal proceeding shall be in Dallas County, Texas.

VIII. INDEPENDENT CONTRACTOR/INDEMNITY

IT IS AGREED FOR ALL PURPOSES HEREUNDER, THE CONTRACTOR IS AND SHALL BE AN INDEPENDENT CONTRACTOR AND SHALL NOT, WITH RESPECT TO THEIR ACTS OR OMISSIONS, BE DEEMED AN AGENT OR EMPLOYEE OF CITY.

CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST LIABILITY FOR ANY CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES AND OTHER REASONABLE COSTS AND EXPENSES ARISING OUT OF OR RESULTING FROM CONTRACTOR'S GOODS AND/OR SERVICES PROVIDED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF, OR RESULTING FROM, THE INTENTIONAL ACTS OR NEGLIGENCE, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS WHETHER OR NOT ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF THE OFFICERS, EMPLOYEES, OR AGENTS OF THE CITY.

CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE ENGAGED IN THE DELIVERY OF SUCH GOODS AND/OR SERVICES PURSUANT TO THIS CONTRACT OR WHILE ON CITY'S PREMISES WHERE THE SERVICES ARE BEING PROVIDED. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

FURTHER, CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR HARM, INJURY, OR ANY DAMAGING EVENTS WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS, REAL OR ALLEGED, IN THE VICINITY WHERE SUCH GOODS AND/OR SERVICES ARE TO BE DELIVERED BY CONTRACTOR, WHICH MAY NOW EXIST OR WHICH MAY HEREAFTER ARISE UPON THE PREMISES, RESPONSIBILITY FOR ANY AND ALL SUCH DEFECTS BEING EXPRESSLY ASSUMED BY CONTRACTOR. CONTRACTOR UNDERSTANDS AND AGREES THAT THIS INDEMNITY PROVISION SHALL APPLY TO ANY AND ALL CLAIMS, SUITS, DEMANDS, AND ACTIONS BASED UPON OR ARISING FROM ANY SUCH PREMISE DEFECTS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY SUCH CLAIM ASSERTED BY OR ON BEHALF OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

IT IS FURTHER AGREED WITH RESPECT TO THE ABOVE INDEMNITY, THAT CITY AND CONTRACTOR WILL PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT THE CONTRACTOR OR CITY, AND CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

IX. DISCRIMINATION REGULATIONS

CONTRACTOR, in the execution of this Contract and particularly in the employment practices engaged in, agrees that it will not discriminate on the basis of race, color, religion, national origin, sex, age, handicap, or disability.

X. NOTIFICATION

All notices and communications required herein shall be personally delivered or mailed to the other party by United States certified mail, return receipt requested. Unless otherwise changed in writing by the respective party, notice intended for CONTRACTOR shall be sent to the CONTRACTOR's address as shown above; notice intended for CITY shall be sent to CITY at the following address: **CITY OF MESQUITE, C/O PURCHASING MANAGER, 1515 NORTH GALLOWAY AVENUE, MESQUITE, TEXAS 75149**. Mailed notices shall be deemed to have been received three (3) days after mailing.

XI. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect CONTRACTOR or the services and/or items to be provided, specifically and not limited to any ethics laws. In particular, CONTRACTOR is put on notice that CITY will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as "Chapter 176") requiring any person who contracts or seeks to contract with CITY to disclose potential conflicts of interest as defined in Chapter 176 by completing the attached Conflict of Interest Questionnaire and returning same to CITY in accordance with Chapter 176. Additionally, Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties law and instructions on filing Form 1295 can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Failure to comply with any applicable laws, including Chapter 176, may result in: (i) the forfeiture by CONTRACTOR of all benefits of this Contract; (ii) the retainage by CITY of all services performed by CONTRACTOR; and (iii) the recovery by CITY of all consideration, or the value of all consideration, paid to CONTRACTOR pursuant to this Contract.

XII. MISCELLANEOUS

Pursuant to Section 2271.002, Texas Government Code, if the CONTRACTOR employs 10 or more full-time employees and the Contract has a value of \$100,000 or more, the CONTRACTOR hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation

50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001, Texas Government Code.

CONTRACTOR further represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

XIII. SEVERABILITY

If any part of this Contract shall be stricken for any reason whatsoever or found to be invalid or unenforceable, that part will be severed and the remainder of this CONTRACT will continue in full force and effect.

IX. INSURANCE

COMPANY shall provide and maintain, for the term hereof, all such insurance as required by the City of Mesquite Risk Department and it is the responsibility of COMPANY to provide CITY with a Certificate of Insurance, evidencing compliance at the time of execution hereof.

X. SURVIVAL

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Contract, and any other provisions of this Contract which, by their terms, are contemplated to survive (or to be performed after) termination of this Contract, shall survive cancellation or termination thereof.

XI. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this contract on behalf of the parties hereto.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Contract in three (3) counterparts, each of which shall be deemed an original, the day and year first written above.

CITY OF MESQUITE

(CITY)

By: _____
Cliff Keheley, City Manager

ATTEST:

By: _____
Sonja Land, City Secretary

BOUND TREE MEDICAL, LLC

(CONTRACTOR)

By: _____

Printed Name: _____

Printed Title: _____

Acknowledgment

State of Ohio, County of _____: Before me the undersigned authority on this day personally appeared _____, known to be the person whose name is subscribed to the foregoing document and known to me to be the _____ (title) of _____

_____. and acknowledged to me that
(s) he executed said document with full authority to
do so and for the purposes and consideration
expressed therein. Given under my hand and seal of
office the ____ day of _____, 20____.

APPROVED AS TO FORM:

By: _____
City Attorney or designee

Notary Public in and for the State of Texas

EXHIBIT A

STATE OF TEXAS §
 § **AGREEMENT FOR EMS FIRE DEPT MEDICAL
 § SUPPLIES**
COUNTY OF ELLIS §

This Agreement for EMS Fire Dept. Medical Supplies ("Agreement") is made by and between the City of Midlothian, Texas ("City") and Bound Tree Medical, LLC ("Supplier") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to render manufacturing and delivery services for the purchase of various medical supplies to support the fire department in emergency calls, as more fully described in Exhibit "A" and Exhibit "B" attached hereto and made a part herein by reference (the "Services"), and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term

The Term of this Agreement shall commence upon Contractor's receipt of the City's Notice to Proceed, and shall continue until completion of the Services, unless sooner terminated as provided here.

Article II Contract Documents

- 2.1. This Agreement consists of the following items:
- (a) This Agreement;
 - (b) City's Request for Bid Solicitation for Purchase of a 2020-28 EMS Fire Dept. Medical Supplies RFP ("City's Bid") (attached as Exhibit "A"); and
 - (c) Supplier's Response to City's Bid (attached as Exhibit "B").

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

Article III Scope of Services

The Parties agree that Contractor shall perform the Services specifically set forth under Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

Article IV Compensation

4.1 City shall compensate Contractor in the total amount as set forth in Exhibit "B".

4.2 City shall pay Contractor within thirty (30) days after receiving an invoice for the Services. Contractor must submit a proper invoice with no errors or discrepancies and that all Services noted on the invoice has been completed. Any errors, discrepancies or the invoicing of Services not completed may result in a delay in payment.

4.3 Contractor shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of Services required under this Agreement.

5.2 To the extent reasonably necessary for Contractor to perform the Services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the Services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

Article VI Suspension of Work

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with

this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

Article VII Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the Services performed and goods delivered up to the effective date of the cancellation.

Article VIII Insurance

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit "A".

Article IX Termination

9.1 Termination for Cause. City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. Upon receipt of a notice of termination, Contractor shall promptly cease placing orders and all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. City shall pay Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

9.2 Termination for Default. City reserves the right to terminate this Agreement without prior notice in the event Contractor defaults or breaches any of the terms and conditions of the Agreement, or otherwise fails to perform in accordance with the bid specifications. In the event of termination, City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible respondent. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City. If, after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the Agreement sum, which has not therefore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess.

Article X Indemnification

10.1 CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND

PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

10.2 IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CITY AND THE CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S OWN NEGLIGENCE.

10.3 CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.

10.4 CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN, AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

Article XI
Miscellaneous

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

11.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Midlothian, Texas
Attn: Chris Dick
City Manager
104 West Avenue E
Midlothian, Texas 76065
Phone: 972-775-3481

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Supplier:

Bound Tree Medical, LLC
Attn: Brian LaDuke, President, Emergency Preparedness
5000 Tuttle Crossing Blvd
Dublin, OH 43016
Phone: (800) 533-0523

11.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay.

The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

11.15 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(signature page to follow)

EXECUTED this 8th day of December, 2020

City of Midlothian, Texas

By: [Signature]
Chris Dick, City Manager

Approved as to form:

By: [Signature]
Joseph J. Gorfuda, Jr., City Attorney



EXECUTED this 10th day of February, 2021

Bound Tree Medical, LLC

By: [Signature]
Name: Shawn P. Saylor
Title: CFO

EXHIBIT "A"
City's Bid



**CITY OF MIDLOTHIAN
INVITATION TO BID
BID# 2020-28 EMS Fire Dept.
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at
www.midlothian.tx.us
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

Bids will be received at the City of Midlothian, Purchasing Office, 104 W Avenue E, Midlothian, TX 76065 until 11:00 a.m. Wednesday, November 18, 2020.

No late bids will be considered.

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at cheryl.allison@midlothian.tx.us prior to Monday, November 16, 2020 at 11:00 AM.

PUBLISHED: 10-29-20
11-05-20

TERMS AND CONDITIONS

1. The City of Midlothian will accept sealed bids Monday through Friday, 8:00 a.m. – 5:00 p.m. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at least five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not** exactly describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. **NO** substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders must meet or exceed the minimum specifications to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.
- (b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;
- (c) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

INDEMNITY AGREEMENT:

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2020-28 SPECIFICATIONS

INTENT

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS

The items included on the medical supplies requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (2) years. The City of Midlothian reserves the right to renew this contract for (3) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the two-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 104 W. Ave E, Midlothian TX 76065.

A). 75 days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

10. Delivery or Contract Completion Time: Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.
11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. Pharmaceutical Requirements:
 - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
 - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
 - c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.

employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.

26. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.
27. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject the entire bid.
28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.
- 1.) Is your principle place of business in the State of Texas? YES _____ NO _____
- 2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:
- a.) In which state is your principle place of business located? _____
- b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES _____ NO _____
- c.) If yes, what is that dollar increment or percentage? _____

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.

4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?
Yes _____ No _____
5. During an emergency (natural or man-made) situations, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?
Yes _____ No _____
Provide a copy of this program if available.

REFERENCES

Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: () _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: () _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

**FOR MINORITY AND/OR WOMAN
OWNED BUSINESS ENTERPRISES**
(To be completed only if applicable)

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program
Texas Building and Procurement Commission
P.O. Box 13047
Austin TX 78711-3047
(512) 463-5872
<http://www.tbpc.state.tx.us/hubbid>

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB 24
Arlington TX 76011
(817) 640-0606
<http://www.nctrca.org>

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

EMAIL: _____

TELEPHONE NO.: _____ **FAX NO.:** _____

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

~~~~~  
If you wish to remain on the City's bid list for this item, please indicate:

\_\_\_\_\_ I wish to remain. \_\_\_\_\_ I do not wish to remain.



Purchasing Division

*Cheryl Allison  
Purchasing Agent*

**ADDENDUM #1, November 13, 2020  
BID NO. 2020-28**

|                                        |
|----------------------------------------|
| <b>EMS FIRE DEPT. MEDICAL SUPPLIES</b> |
|----------------------------------------|

**1. ATTACHMENT**

- A. Usage Spreadsheet
- B. Revised List of Items for RFP Spreadsheet

**2. CLARIFICATION**

- A. Will you consider price adjustments after the 1st 12 months with documentation, during this time many of the manufacturers we are working with will not guarantee two-year pricing, and in fact are now changing pricing within less than a year. It has just become almost impossible to predict, so checking if this could be a consideration during these uncertain times. **These terms should be outlined on page 2 item #19 of the bid.**
- B. Also, during this time everyone is working remotely. Your bid requires signatures of our VP, will you allow an electronic signature? **Yes**
- C. Do you anticipate extending the bid due date? **Not at this time.**
- D. Was this bid posted to the nationwide free bid notification website at [www.mygovwatch.com/free](http://www.mygovwatch.com/free)? **No**
- E. Other than your own website, where was this bid posted? **The Midlothian News Mirror**
- F. Could the City provide estimated annual usage/quantities for the items being requested in the bid? **Attached is our usage report. This information is based on usage for Midlothian only and does not include usage by additional Cities which might utilize the cooperative agreement.**
- G. If there are bid terms and conditions Vendor may not be able to agree to, will the City allow Vendor to include clarifications or exceptions as part of its bid submission? **Clarifications and/or exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.**
- H. If there are insurance requirements that Vendor may not be able to agree to, will the City consider exceptions to insurance terms and conditions? **Insurance exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.**
- I. Could you clarify the meaning of the last sentence in Section 7 on Page 8 (Conditions of Bidding, Escalation/De-Escalation)? "Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction." **Vendor requests for price adjustments**



- S. Line number 194: Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx. Can you supply the manufacturer name and part number? **No part number available: Contact # for Fire Wipes at: (844) 947-3483**
- T. Line number 271: Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent. Can you supply the manufacturer part number? **It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.**
- U. Line number 272: Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent. Can you supply the manufacturer part number? **It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.**
- V. Line number 326: Heparin pre-mixed 250 or 500cc bag. Need the strength (how many units of heparin)? **5000 units**
- W. Line number 403: Certa Dose PALS Syringe Holder Kit 1/KT 4KT/BX. Can you supply the manufacturer part number?  
**For Certi-Dose line 403 see below.**  
**Due to the nature of this product, orders must be made through:**  
**Concordance Healthcare Solutions Purchasing**  
**www.concordancehealthcare.com**  
**Item: 278950**  
**Call 800-473-2332 to set up an account if you are not a current Concordance customer.**  
**Cardinal Health Purchasing**  
**www.orderexpress.cardinalhealth.com**  
**Item: 5513643**  
**Call 800-926-3161 to set up an account if you are not a current Cardinal customer.**  
**Bound Tree Purchasing**  
**www.boundtree.com**  
**Item: 0001-05**  
**Email contactcustomerservice@boundtree.com to set up an account if you are not a current Boundtree customer.**  
**McKesson Pharmaceutical**  
**www.connect.mckesson.com**  
**NDC # 71754-0001-05**  
**Call 855-571-2100 to set up an account if you are not a current McKesson Pharmaceutical customer.**
- X. Line number 432: Stop The Bleed Sticker Kit (10 Stickers/Kit). This item is an exclusive item. Please remove this item from the bid.  
**Will not remove from the bid. An alternative can be presented. The Stop the Bleed goes with our city kits.**

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Tel. No. \_\_\_\_\_



**Purchasing Division**

*Cheryl Allison  
Purchasing Agent*

**ADDENDUM #2, November 13, 2020  
BID NO. 2020-28**

**EMS FIRE DEPT. MEDICAL SUPPLIES**

**1. ANNOUNCEMENT OF CHANGE TO BID OPENING DATE**

- A. The bid opening has been extended to Friday, November 20, 2020 at 11:00 AM. No other exceptions to the bid opening have been made.

**2. REMINDER AS STATED IN RFP**

- A. All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.
- B. All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at [cheryl.allison@midlothian.tx.us](mailto:cheryl.allison@midlothian.tx.us) prior to Monday, November 16, 2020 at 11:00 AM.

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND  
RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Tel. No. \_\_\_\_\_

**EXHIBIT "B"**  
**Contractor's Response to City's Bid**



# Bound Tree

**CITY OF MIDLOTHIAN**

**EMS MEDICAL SUPPLIES**

**BID NO. 2020-28**

**DUE - NOVEMBER 20, 2020 11:00AM**



Purchasing Division

Cheryl Allison  
Purchasing Agent

**ADDENDUM #2, November 13, 2020  
BID NO. 2020-28**

**EMS FIRE DEPT. MEDICAL SUPPLIES**

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- B. All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at [cheryl.allison@midlothian.tx.us](mailto:cheryl.allison@midlothian.tx.us) prior to Monday, November 16, 2020 at 11:00 AM.

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature Brian LaDuke  
Name Brian LaDuke  
Title President, Emergency Preparedness  
Tel. No. 800.533.0523

will be evaluated based on cost increases and cost reductions in supplies that the vendor may have experienced.

- J. Can the City please provide vendors with the most recent bid tabulation for awarded pricing and Unit of Measure for the items in the current bid? The City of Midlothian has utilized another City's contract in the past and does not have a bid tabulation to provide.
- K. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided. I only find one place for signature on P2, and didn't find any other provided space for signatures. For this RFP, P2 is the only required signature page.
- L. Stated in RFP- "REQUIREMENTS: Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. All unit pricing shall be specified on the attached pricing sheets. Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items, if applicable." Again, this talks about Exceptions to Bidder's Proposal which is not available. Also, I didn't find Total or Unit pricing column on the excel sheet. Where are we supposed to input pricing? The List of Items Spreadsheet has been amended and is attached. The only changes to the Spreadsheet where to include the word Price above the "Each", "per Box", & "per Case" columns to indicate where the pricing should be listed. There was a column included on this Spreadsheet for Vendors Comments to be utilized for exceptions. An additional area has been added to the bottom for Exceptions should it be necessary.
- M. Stated in RFP- "Signature: This bid must be signed by a company representative authorized to bind the offer contractually." Does it have to be signed in wet, or electronic/scanned signature also works? Electronic/Scanned Signature is fine.
- N. Need manufacturer item numbers for the items below marked as No Substitutions  
Nebulizer, AeroEclipse II BAN, W/O ELBOW, breath actuated, SM volume, w/mouthpiece, tubing  
Nebulizer, AeroEclipse II BAN, with ELBOW, breath actuated, SM volume, w/mouthpiece, tubing  
The only information we have been given is  
64594050 AeroEclipse Face Mask 58-65750 ea.
- O. Need to know if the Ohmeda and DISS fittings are male or female, manufacturer part#. Also, this item is repeated, line 69 and 423.  
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut  
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut  
This is male and not subject to a particular brand.
- P. Line number 122: Curaplex Stop the Bleed, Basic Kit Vacuum Sealed. This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. An alternative can be presented, but the requested Stop the Bleed kit is what is currently used in the city. This would maintain conformity.
- Q. Line number 123: Curaplex TOCS: Tactical Occlusive Chest Seal, 6 in x 6 in; 2/PK This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. No Substitutions was a typo. It says to the side or equivalent on the main line.
- R. Line number 141: Israeli Emergency Bandage, Green 8in. This item has been discontinued by the manufacturer and no substitutions allowed. Please remove this item from the bid. This can be substituted with the 6in.



**CITY OF MIDLOTHIAN  
INVITATION TO BID  
BID# 2020-28 EMS Fire Dept.  
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at  
[www.midlothian.tx.us](http://www.midlothian.tx.us)  
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

Bids will be received at the City of Midlothian, Purchasing Office, 104 W Avenue E, Midlothian, TX 76065 until 11:00 a.m. Wednesday, November 18, 2020.

**No late bids will be considered.**

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at [cheryl.allison@midlothian.tx.us](mailto:cheryl.allison@midlothian.tx.us) prior to Thursday, November 12, 2020 at 11:00 AM.

PUBLISHED: 10-29-20  
11-05-20

#### TERMS AND CONDITIONS

1. The City of Midlothian will accept sealed bids Monday through Friday, 8:00 a.m. – 5:00 p.m. Bids must be received before the specified hour and date of the opening. Bids will be publicly opened and read aloud.
2. All sealed bids should be submitted on the original forms provided with one (1) duplicate and one (1) electronic copy. No email copies will be accepted. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at least five working days' notice prior to bid opening date.
6. Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.
7. QUOTE F.O.B. destination. Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. DO NOT INCLUDE TAX IN BID.
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid does not exactly describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders must meet or exceed the minimum specifications to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.



stated. BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.
- (b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;
- (c) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

**INDEMNITY AGREEMENT:**

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

**COMPLIANCE WITH LAWS:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of

**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2020-28 SPECIFICATIONS**

**INTENT**

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

**MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS**

The items included on the medical supplies' requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (2) years. The City of Midlothian reserves the right to renew this contract for (3) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the two-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 104 W. Ave E, Midlothian TX 76065.

A). 75 days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. **Bid Closing & Bid Preparation:** Sealed bids received after the bid opening date and time will not be considered. It will be the **SOLE RESPONSIBILITY** of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. **Item Bid:** Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be **NEW** unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. **Samples:** Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. **Alternates:** Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. **Exception/Substitutions:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. **Pharmaceutical Requirements:**
  - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
  - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
  - c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. **Ambiguity in Bids:** Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.
18. **Changes of Additions:** No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.
19. **Funding:** Funds for payment have been provided through the requesting entity. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.

28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.

- 1.) Is your principle place of business in the State of Texas? YES \_\_\_\_\_ NO x
- 2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:
- a.) In which state is your principle place of business located? Ohio
- b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES \_\_\_\_\_ NO x
- c.) If yes, what is that dollar increment or percentage? \_\_\_\_\_

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.
33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.
34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on

## REFERENCES

*Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.*

Company Name: Medstar Ambulance  
Address: 2900 Alta Mere Drive, Fort Worth, Texas 76116  
Contact Person: Shaun Curtis, Logistics Manager  
Telephone: ( 817 ) 923-3700  
Email: scurtis@medstar911.org  
Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: City of Columbus Fire Department  
Address: 2028 Williams Road, Columbus, Ohio 43207  
Contact Person: Rick Meadows  
Telephone: ( 614 ) 221-3132  
Email: \_\_\_\_\_  
Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: New Orleans EMS  
Address: 1300 Perdido Street, Ste 4W07, New Orleans, LA 70112  
Contact Person: Carl Flores, Director of Logistics  
Telephone: ( 504 ) 658-1552  
Email: cflores@cityofno.com  
Product Purchased by Reference: Supplies and pharmaceuticals

**FOR MINORITY AND/OR WOMAN  
OWNED BUSINESS ENTERPRISES**  
(To be completed only if applicable)

\*Not Applicable

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program  
Texas Building and Procurement Commission  
P.O. Box 13047  
Austin TX 78711-3047  
(512) 463-5872  
<http://www.tbpc.state.tx.us/hubbid>

North Central Texas Regional  
Certification Agency  
616 Six Flags Drive, #416-LB 24  
Arlington TX 76011  
(817) 640-0606  
<http://www.nctrca.org>

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

**COMPANY NAME:** \_\_\_\_\_

**REPRESENTATIVE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**TELEPHONE NO.:** \_\_\_\_\_ **FAX NO.:** \_\_\_\_\_

**INDICATE ALL THAT APPLY**

\_\_\_\_\_ Minority Owned Business Enterprise

\_\_\_\_\_ Woman Owned Business Enterprise

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Item ID | City of Midlothian Item Description                                                                             | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                                                               | Vendor Name            | Vendor Item #      | Quoted Price | Selling UOM |
|---------|-----------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|--------------------|--------------|-------------|
| 1       | Airway BVM, Airflow Manual Resuscitator, (Infant) Manual Resuscitator, Exhalation Filter, Manometer             | 87-AF3140M8EA             | Airflow BVM, Infant, Mask, Reservoir O2 Bag, Pop-Off, Manometer, Exhalation Filter, Blow-By Tubing                                                | VENTLAB CORPORATION    | AF3140MB           | \$ 9.50      | 1/EA        |
| 2       | Airway BVM, Airflow Manual Resuscitator, (Pediatric), Manometer, 3 mask or equivalent                           | 87-AF2100M8EA             | Airflow BVM, Pediatric, Mask, Reservoir O2 Bag, Manometer                                                                                         | VENTLAB CORPORATION    | AF2100MB           | \$ 12.50     | 1/EA        |
| 3       | Airway BVM, Airflow Manual Resuscitator, (Adult) Manometer, Exhalation Filter or equivalent                     | 87-AF5140M8EA             | Airflow BVM, SM Adult, Mask, Reservoir O2 Bag, Exhalation Filter, Manometer                                                                       | VENTLAB CORPORATION    | AF5140MB           | \$ 9.50      | 1/EA        |
| 4       | Airway BVM, SPUR II, ADULT, BAG RESERVOIR MEDIUM MASK W/MANOMETER                                               | 2442-01701                | SPUR II BVM, Adult, w/Bag Reservoir, Exp Filter, Manometer, Pressure Limiting Valve, MED Adult Mask                                               | AMBU                   | 523611017          | \$ 12.25     | 1/EA        |
| 5       | Airway BVM, SPUR II, Child, w/child mask, bag reservoir, medi port, disp                                        | 2442-53213                | Pediatric SPUR II BVM w/Toddler Mask (size 1 and size 2), Oxygen Reservoir Bag, Pressure Limiting Valve                                           | AMBU                   | 530213000          | \$ 8.80      | 1/EA        |
| 6       | Airway BVM, SPUR II, Infant, w/infant mask, bag reservoir, medi port, disp                                      | 065-540212000EA           | SPUR II BVM, Infant, w/Bag Reservoir, Infant Mask                                                                                                 | AMBU                   | 540212000          | \$ 8.58      | 1/EA        |
| 7       | Airway Curaplex Nebulizer w/Mask, Adult or equivalent                                                           | 301-202EA                 | Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing                                            | CURAPLEX BY BOUND TREE | 202                | \$ 0.70      | 1/EA        |
| 8       | Airway Curaplex Oxygen Mask, Adult, Elongated, High Conc, Total NRB w/o Vent, Reservoir Bag, Tubing             | 533-MS-25060EA            | Total Non-Rebreather Elongated High Concentration Mask without Vent, 7ft Oxygen Tube, Reservoir Bag, Nose Clip, Check Valve, Elastic Strap, Adult | CURAPLEX BY BOUND TREE | BT-25060           | \$ 0.70      | 1/EA        |
| 9       | Airway Curaplex Oxygen Mask, Adult, Elongated, Partial NRB w/Vent, Reservoir Bag, 7 ft Tubing or equivalent     | 30051                     | Curaplex Partial Non Rebreather, Adult                                                                                                            | CURAPLEX BY BOUND TREE | 30051              | \$ 0.70      | 1/EA        |
| 10      | Airway Curaplex Oxygen Mask, Pediatric, Elongated, Total NRB, w/o Safety vent, 7 ft Tubing or equivalent        | 30053                     | Curaplex Partial Non Rebreather, Pediatric                                                                                                        | CURAPLEX BY BOUND TREE | 30053              | \$ 0.70      | 1/EA        |
| 11      | Airway Curaplex Oxygen Nasal Cannula, Adult, Conventional, Clear, Non-Flared Prongs, 7 ft tubing, or equivalent | 301-107EA                 | Oxygen Nasal Cannula, Conventional, Non-Flared Nasal Prongs, Clear, 7ft Tubing, Adult                                                             | CURAPLEX BY BOUND TREE | BT-24003           | \$ 0.25      | 1/EA        |
| 12      | Airway Curaplex Oxygen Nasal Cannula, Pediatric, Over-the-Ear, 7 ft Star Lumen Tubing or equivalent             | 533-MS-24101EA            | Oxygen Nasal Cannula, Pediatric, Over-The-Ear Style, 7 foot Star Lumen Tubing                                                                     | CURAPLEX BY BOUND TREE | BT-24101           | \$ 0.25      | 1/EA        |
| 13      | Airway Curaplex Oxygen Regulator, Brass Core, 2 DISS Outlets, 1 Barb, D-25 LPM, Black or equivalent             | 14288                     | Curaplex All Brass Regulator, Click-Style                                                                                                         | CURAPLEX BY BOUND TREE | EMSREG8725-82D-BTM | \$ 41.50     | 1/EA        |
| 14      | Airway Curaplex Select CPR Pocket Mask, O2 Inlet or equivalent                                                  | 36045                     | Curaplex CPR Mask with O2 Inlet                                                                                                                   | CURAPLEX BY BOUND TREE | 36045              | \$ 2.20      | 1/EA        |
| 15      | Airway Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Cuffed or equivalent                             | 2113-10225                | Endotracheal Tubes, Cuffed w/Stylet, 2.5mm                                                                                                        | CURAPLEX BY BOUND TREE | 2113-10225         | \$ 1.42      | 1/EA        |
| 16      | Airway Curaplex Select Endotracheal Tube with Stylette, 3.0mm, Cuffed or equivalent                             | 2113-10230                | Endotracheal Tubes, Cuffed w/Stylet, 3.0mm                                                                                                        | CURAPLEX BY BOUND TREE | 2113-10230         | \$ 1.42      | 1/EA        |
| 17      | Airway Curaplex Select Endotracheal Tube with Stylette, 4.0mm, Cuffed or equivalent                             | 2113-10240                | Endotracheal Tubes, Cuffed w/Stylet, 4.0mm                                                                                                        | CURAPLEX BY BOUND TREE | 2113-10240         | \$ 1.42      | 1/EA        |
| 18      | Airway Curaplex Select Endotracheal Tube with Stylette, 4.5mm, Cuffed or equivalent                             | 2113-10245                | Endotracheal Tubes, Cuffed w/Stylet, 4.5mm                                                                                                        | CURAPLEX BY BOUND TREE | 2113-10245         | \$ 1.42      | 1/EA        |
| 19      | Airway Curaplex Select Endotracheal Tube with Stylette, 5.0mm, Cuffed or equivalent                             | 2113-10250                | Endotracheal Tubes, Cuffed w/Stylet, 5.0mm                                                                                                        | CURAPLEX BY BOUND TREE | 2113-10250         | \$ 1.42      | 1/EA        |
| 20      | Airway Curaplex Select Endotracheal Tube with Stylette, 5.5mm, Cuffed or equivalent                             | 2113-10255                | Endotracheal Tubes, Cuffed w/Stylet, 5.5mm                                                                                                        | CURAPLEX BY BOUND TREE | 2113-10255         | \$ 1.42      | 1/EA        |
| 21      | Airway Curaplex Select Endotracheal Tube with Stylette, 6.0mm, Cuffed or equivalent                             | 2113-10260                | Endotracheal Tubes, Cuffed w/Stylet, 6.0mm                                                                                                        | CURAPLEX BY BOUND TREE | 2113-10260         | \$ 1.42      | 1/EA        |
| 22      | Airway Curaplex Select Endotracheal Tube with Stylette, 6.5mm, Cuffed or equivalent                             | 2113-10265                | Endotracheal Tubes, Cuffed w/Stylet, 6.5mm                                                                                                        | CURAPLEX BY BOUND TREE | 2113-10265         | \$ 1.42      | 1/EA        |

**Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28**

| Item ID | City of Midlothian Item Description                                                                                | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                    | Vendor Name              | Vendor Item ID | Quoted Price | Selling Unit |
|---------|--------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------------------------------------------------------------------------------------|--------------------------|----------------|--------------|--------------|
| 42      | Airway<br>Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | 2021-18132                | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 32 French                           | CURAPLEX BY BOUND TREE   | 2-0211-8132    | \$ 2.12      | 1/EA         |
| 43      | Airway<br>Curaplex Select Nasopharyngeal Airway, 34 Fr, 8.5mm, Robertazzi Style, Latex Free, Sterile or equivalent | 2021-18134                | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 34 French                           | CURAPLEX BY BOUND TREE   | 2-0211-8134    | \$ 2.12      | 1/EA         |
| 44      | Airway<br>Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Robertazzi Style, Latex Free, Sterile or equivalent | 2021-18136                | Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 36 French                           | CURAPLEX BY BOUND TREE   | 2-0211-8136    | \$ 2.12      | 1/EA         |
| 45      | Airway<br>Curaplex Select Nebulizer, Small-volume, Hand-held, Adult Aerosol Mask, 7 ft Tubing or equivalent        | 301-202EA                 | Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing | CURAPLEX BY BOUND TREE   | 202            | \$ 0.80      | 1/EA         |
| 46      | Airway<br>CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 2 or equivalent                                | 301-LED-0205              | CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 2 1/EA 20EA/BX 3BX/CS                        | TRI-ANIM HEALTH SERVICES | 301-LED-0205   | \$ 6.98      | 1/EA         |
| 47      | Airway<br>CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 3 or equivalent                                | 301-LED-0305              | CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 3 1/EA 20EA/BX 3BX/CS                        | TRI-ANIM HEALTH SERVICES | 301-LED-0305   | \$ 6.98      | 1/EA         |
| 48      | Airway<br>CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 4 or equivalent                                | 301-LED-0405              | CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 4 1/EA 20EA/BX 3BX/CS                        | TRI-ANIM HEALTH SERVICES | 301-LED-0405   | \$ 6.98      | 1/EA         |
| 49      | Airway<br>CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 0 or equivalent                             | 301-LED-0005              | CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 0 1/EA 20EA/BX 3BX/CS                     | TRI-ANIM HEALTH SERVICES | 301-LED-0005   | \$ 6.98      | 1/EA         |
| 50      | Airway<br>CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 1 or equivalent                             | 301-LED-1015              | CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 1 1/EA 20EA/BX 3BX/CS                     | TRI-ANIM HEALTH SERVICES | 301-LED-1015   | \$ 6.98      | 1/EA         |
| 51      | Airway<br>CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 2 or equivalent                             | 301-LED-1025              | CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 2 1/EA 20EA/BX 3BX/CS                     | TRI-ANIM HEALTH SERVICES | 301-LED-1025   | \$ 6.98      | 1/EA         |
| 52      | Airway<br>CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 3 or equivalent                             | 301-LED-1035              | CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 3 1/EA 20EA/BX 3BX/CS                     | TRI-ANIM HEALTH SERVICES | 301-LED-1035   | \$ 6.98      | 1/EA         |
| 53      | Airway<br>Disposable Guedel Oral Airway, 40mm (Pink)                                                               | 2010-35040                | Curaplex&reg; Guedel Airway, 40mm, Pink                                                                | CURAPLEX BY BOUND TREE   | 12990          | \$ 0.21      | 1/EA         |
| 54      | Airway<br>Disposable Guedel Oral Airway, 50mm (Blue)                                                               | 2010-35050                | Curaplex&reg; Guedel Airway, 50mm, Blue                                                                | CURAPLEX BY BOUND TREE   | 13057MS        | \$ 0.21      | 1/EA         |
| 55      | Airway<br>Disposable Guedel Oral Airway, 60mm (Black)                                                              | 2010-35060                | Curaplex&reg; Guedel Airway, 60mm, Black                                                               | CURAPLEX BY BOUND TREE   | 13058          | \$ 0.21      | 1/EA         |
| 56      | Airway<br>Disposable Guedel Oral Airway, 70mm (White)                                                              | 2010-35070                | Curaplex&reg; Guedel Airway, 70mm, White                                                               | CURAPLEX BY BOUND TREE   | 13059          | \$ 0.21      | 1/EA         |
| 57      | Airway<br>Disposable Guedel Oral Airway, 80mm (Green)                                                              | 2010-35080                | Curaplex&reg; Guedel Airway, 80mm, Green                                                               | CURAPLEX BY BOUND TREE   | 13060          | \$ 0.21      | 1/EA         |
| 58      | Airway<br>Disposable Guedel Oral Airway, 90mm (Yellow)                                                             | 2010-35090                | Curaplex&reg; Guedel Airway, 90mm, Yellow                                                              | CURAPLEX BY BOUND TREE   | 13061          | \$ 0.21      | 1/EA         |
| 59      | Airway<br>Disposable Guedel Oral Airway, 100mm (Red)                                                               | 2010-35100                | Curaplex&reg; Guedel Airway, 100mm, Red                                                                | CURAPLEX BY BOUND TREE   | 13062          | \$ 0.21      | 1/EA         |
| 60      | Airway<br>Endotracheal Tube Holder, Thomas Select, Adult, for ET/SGA Tubes 6.5mm ID to 42mm OD                     | 2130-42560                | Endotracheal Tube Holder, Thomas Select, Adult, for ET/SGA Tubes 6.5mm ID to 42mm OD                   | LAERDAL MEDICAL CORP.    | 600-42500      | \$ 3.60      | 1/EA         |
| 61      | Airway<br>Endotracheal Tube Holder, Thomas Select, Pediatric                                                       | 020400                    | Thomas Endotracheal Tube Holder, Pediatric, Pink                                                       | LAERDAL MEDICAL CORP.    | 600-20000      | \$ 2.75      | 1/EA         |
| 62      | Airway<br>ET TUBE INTRODUCER PEDIATRIC 10 FR X 70 CM W/ COUDE TIP                                                  | 2120-17010                | ET Tube Disp Introducer, Blue Coude Tip, 10 French x 70cm, Pediatric                                   | SUN MED                  | 9-0211-70      | \$ 4.22      | 1/EA         |
| 63      | Airway<br>ET TUBE INTRODUCER W/COUDE TIP 15FR X 70CM                                                               | 9-01212-70                | ET Tube Disp Introducer, Blue Coude Tip, 15 French x 70cm, Adult                                       | SUN MED                  | 9-0212-70      | \$ 4.22      | 1/EA         |
| 64      | Airway<br>FLOWMETER OXYGEN WITH OHMEDA QC ADAPTER 0-15 LPM                                                         | 020631                    | Oxygen Flowmeter, Aluminum, 0-15 LPM, w/Ohmeda Quick Connect                                           | PRECISION MEDICAL        | 8MFA1005       | \$ 33.76     | 1/EA         |
| 65      | Airway<br>GO-PAP with BTrac ED - Adult Medium                                                                      | 313-4602EA                | GO-PAP with BTrac ED - Adult MED                                                                       | PULMONODYNE              | 313-4602EA     | \$ 39.50     | 1/EA         |



Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Item # | City of Midlothian Item Description                                                                                     | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                  | Vendor Name                    | Vendor Item #                 | Quoted Price | Selling UOM |
|--------|-------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------|--------------|-------------|
| 90     | Airway UEScope 2 Blade Size D2                                                                                          | 2146-03020                | Single Use Blade Size D2 for UESCOPE 2                                                               | UE MEDICAL DEVICES INC.        | 010-3020                      | \$ 40.65     | 1/EA        |
| 91     | Airway UEScope 2 Blade Size D3                                                                                          | 2146-03030                | Single Use Blade Size D3 for UESCOPE 2                                                               | UE MEDICAL DEVICES INC.        | 010-3030                      | \$ 40.65     | 1/EA        |
| 92     | Airway UEScope 2 Blade Size D4                                                                                          | 2146-03040                | Single Use Blade Size D4 for UESCOPE 2                                                               | UE MEDICAL DEVICES INC.        | 010-3040                      | \$ 40.65     | 1/EA        |
| 93     | Airway UEScope 2 VL460 KIT                                                                                              | 2146-01200                | UEScope 2 VL460 Starter Kit                                                                          | UE MEDICAL DEVICES INC.        | 460-1200                      | \$ 1,600.00  | 1/EA        |
| 94     | Airway ViaOne Small Volume Nebulizer or equivalent                                                                      | A911203                   | ViaOne Nebulizer w/Mouthpiece, Tee, Flex Hose, and 7 Foot Kink Resistant Tubing                      | WESTMED, INC.                  | 0210                          | \$ 0.95      | 1/EA        |
| 95     | Bandaging/Sp linting ABDOMINAL PADS STERILE 8 IN X 10 IN                                                                | 1212-12111                | Curaplex Abdominal Combine Dressing, Sterile, 8in x 10in                                             | CURAPLEX BY BOUND TREE         | 1212-12111                    | \$ 3.40      | 20/BX       |
| 96     | Bandaging/Sp linting BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERLIK                                                       | 150030                    | Kerlix Gauze Bandage Roll, Sterile, Soft Pouch, Small, 2.25inch x 3.0 yards                          | CARDINAL HEALTH                | 6720-                         | \$ 0.75      | 1/EA        |
| 97     | Bandaging/Sp linting Bandage, Multi-Trauma Dressing, 10 in x 30 in, Sterile, 25ea/cs                                    | 16353                     | Curaplex Multi-Trauma Dressing, 12inch x 30inch, Sterile                                             | CURAPLEX BY BOUND TREE         | STORM-GZM00150                | \$ 0.78      | 1/EA        |
| 98     | Bandaging/Sp linting Board splint, padded, 3x18 in. long, orange vinyl cover                                            | 660012                    | Splint, Padded Board, 3inch x 15inch, Orange Vinyl Cover                                             | DMS                            | 60015                         | \$ 2.45      | 1/EA        |
| 99     | Bandaging/Sp linting Board splint, padded, 3x36in long, orange vinyl cover                                              | 660013                    | Splint, Padded Board, 3inch x 36inch, Orange Vinyl Cover                                             | DMS                            | 60036M                        | \$ 4.15      | 1/EA        |
| 100    | Bandaging/Sp linting Board splint, padded, 3x54in long, orange vinyl cover                                              | 660014                    | Splint, Padded Board, 3inch x 54inch, Orange Vinyl Cover                                             | DMS                            | 60054M                        | \$ 5.55      | 1/EA        |
| 101    | Bandaging/Sp linting Combat Application Tourniquet (CAT) Tactical Black, Gen 7, One-handed Tourniquet - Windlass System | 1880-13022                | Combat Application Tourniquet (CAT), One-handed Tourniquet Utilizing Windlass System, Tactical Black | NORTH AMERICAN RESCUE PRODUCTS | 30-0001                       | \$ 24.70     | 1/EA        |
| 102    | Bandaging/Sp linting Cohesive Elastic Bandage 2in (Blue)                                                                | 1121-36571                | Curaplex Cohesive Elastic Bandage, 2in, Blue                                                         | CURAPLEX BY BOUND TREE         | 1121-36571                    | \$ 16.55     | 36/BX       |
| 103    | Bandaging/Sp linting Cohesive Elastic Bandage 3in (Blue)                                                                | 1121-36572                | Curaplex Cohesive Elastic Bandage, 3in, Blue                                                         | CURAPLEX BY BOUND TREE         | 1121-36572                    | \$ 15.90     | 24/BX       |
| 104    | Bandaging/Sp linting Conforming stretch bandage, gauze, 3 in., non-sterile, clean wrap or equivalent                    | 1121-36559                | Curaplex Conforming Stretch Gauze Bandage, Non-Sterile, 3in, 12rl/bg 8bg/cs                          | CURAPLEX BY BOUND TREE         | 1121-36559                    | \$ 0.80      | 12/BG       |
| 105    | Bandaging/Sp linting CONF SHARPS SHAFT 6.37"x1.22" TRANSPORTABLE CLEAR or equivalent                                    | 64250                     | Curaplex Sharps Soko                                                                                 | CURAPLEX BY BOUND TREE         | BT-64250                      | \$ 1.25      | 1/EA        |
| 106    | Bandaging/Sp linting Curaplex Alcohol Prep Pad, Large, Sterile 100/BX or equivalent                                     | 1330-86100                | Curaplex Sterile Alcohol Prep Pads, Large                                                            | CURAPLEX BY BOUND TREE         | 1330-86100                    | \$ 1.50      | 100/BX      |
| 107    | Bandaging/Sp linting Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX or equivalent                                    | 1330-85300                | Curaplex Sterile Alcohol Prep Pad, Medium                                                            | CURAPLEX BY BOUND TREE         | 1330-85300                    | \$ 1.52      | 200/BX      |
| 108    | Bandaging/Sp linting Curaplex Backboard Strap, Blue, 5 ft, Side Release Buckle, Loop Lock, Polypropylene or equivalent  | 16685                     | Curaplex Backboard Strap, Side Release Buckle, 2 Piece w/ Loop Lock, Polypropylene, Blue, 5 feet     | CURAPLEX BY BOUND TREE         | 88 STRAP BLUE (ND) DO NOT CUT | \$ 2.15      | 1/EA        |
| 109    | Bandaging/Sp linting Curaplex Bandage, Cohesive, 2 in., non-sterile, blue, self adhesive wrap or equivalent             | 1121-36572                | Curaplex Cohesive Elastic Bandage, 3in, Blue                                                         | CURAPLEX BY BOUND TREE         | 1121-36572                    | \$ 16.45     | 24/BX       |
| 110    | Bandaging/Sp linting Curaplex Blanket, Navy Blue, Fleece, 60 in x 90 in, 10ea/cs or equivalent                          | 17100MS                   | Curaplex Blanket, Fleece, 60inch x 90inch, Navy Blue                                                 | CURAPLEX BY BOUND TREE         | 17100MS                       | \$ 3.50      | 1/EA        |
| 111    | Bandaging/Sp linting Curaplex Fluff Bandage Roll 4.5"x4.1yds, 6ply, Sterile, 100rl/cs                                   | 1121-36645                | Curaplex Fluff Bandage Roll, 6ply, Sterile, 4.5" by 4.1yd                                            | CURAPLEX BY BOUND TREE         | 1121-36645                    | \$ 0.60      | 1/RL        |
| 112    | Bandaging/Sp linting Curaplex Head Immobilizer, Adult, Incl Head and Chin Straps, 20ea/cs                               | 3141-91010                | Curaplex Instant Head Immobilizer, Adult                                                             | CURAPLEX BY BOUND TREE         | BT-91010                      | \$ 3.12      | 1/EA        |
| 113    | Bandaging/Sp linting Curaplex Hot Pack - Small - 5in x 5in or equivalent                                                | 1432-56000                | Curaplex Hot Pack, Small                                                                             | CURAPLEX BY BOUND TREE         | H5050                         | \$ 0.22      | 1/EA        |
| 114    | Bandaging/Sp linting Curaplex Stop the Bleed, Basic Kit Vacuum Sealed                                                   | 8600-STB001B              | Curaplex Stop the Bleed&reg;. Basic Kit                                                              | CURAPLEX BY BOUND TREE         | 8600-STB001B                  | \$ 39.50     | 1/EA        |

**Item List for City of Midlothian  
EMS Medical Supplies  
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| Item # | City of Midlothian Item Description                                                                                                                      | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                             | Vendor Name                    | Vendor Part # | Quoted Price | Selling UOM |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------|--------------------------------|---------------|--------------|-------------|
| 140    | Bandaging/Sp<br>linting<br>Paramedic Shears, Yellow, 5.5 in                                                                                              | 68008                     | Paramedic Shears, 5.5, Yellow                                                                   | CURAPLEX BY BOUND<br>TREE      | 182-YELLOW    | \$ 0.75      | 1/PR        |
| 141    | Bandaging/Sp<br>linting<br>Pediatric/Infant Immobilization Board                                                                                         | 36111                     | Curaplex Pedi Board, w/ Case                                                                    | CURAPLEX BY BOUND<br>TREE      | STORM-PBS     | \$ 85.00     | 1/EA        |
| 142    | Bandaging/Sp<br>linting<br>Perfit Ace Extrication Collar Adult                                                                                           | 260281                    | Perfit ACE Adjustable Collar, Adult                                                             | AMBU                           | 000281000     | \$ 3.20      | 1/EA        |
| 143    | Bandaging/Sp<br>linting<br>Perfit Ace Extrication Collar pediatric                                                                                       | 260280                    | Perfit Mini ACE Adjustable Collar, Pediatric                                                    | AMBU                           | 000281106     | \$ 3.20      | 1/EA        |
| 144    | Bandaging/Sp<br>linting<br>QuikClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White,<br>Nonwoven w/Kaolin                                             | 1214-00572                | QuikClot Bleeding Control Dressing, Roll (3 IN x 4 Feet)                                        | Z-MEDICA LLC                   | 572           | \$ 18.55     | 1/EA        |
| 145    | Bandaging/Sp<br>linting<br>SAM Pelvic Sling II                                                                                                           | 665566                    | SAM Pelvic Sling II, Standard, 32-50inch Hip                                                    | SAM MEDICAL                    | PS301-OB-EN   | \$ 62.55     | 1/EA        |
| 146    | Bandaging/Sp<br>linting<br>SWAT-TOURNIQUET, TACTICAL BLACK                                                                                               | G1092                     | SWAT-Tourniquet, Tactical Black                                                                 | H & H MEDICAL<br>CORPORATION   | SWAT-T BLK-CA | \$ 8.55      | 1/EA        |
| 147    | Bandaging/Sp<br>linting<br>TAPE ADHESIVE CLOTH 1 IN X 10 YARDS                                                                                           | 1110-14007                | Curaplex&reg; Cloth Tape, 1 In X 10 Yds                                                         | CURAPLEX BY BOUND<br>TREE      | 1841-14007    | \$ 7.90      | 12/BX       |
| 148    | Bandaging/Sp<br>linting<br>TAPE ADHESIVE CLOTH 3 IN X 10 YARDS                                                                                           | 1110-14009                | Curaplex&reg; Cloth Tape, 3 In X 10 Yds                                                         | CURAPLEX BY BOUND<br>TREE      | 1841-14009    | \$ 7.90      | 4/BX        |
| 149    | Bandaging/Sp<br>linting<br>VACUUM MATTRESS DELUXE WITH 6 HANDLES CARRY CASE<br>AND LARGE PUMP EVAC-U-SPLINT                                              | MT90001                   | Alt Transport Vacuum Spine Board Set, 8 Handles w/Ribs<br>Incl Case, Pump and Pelvic Strap, 6ft | CURAPLEX BY BOUND<br>TREE      | MT90001       | \$ 857.50    | 1/EA        |
| 150    | Bandaging/Sp<br>linting<br>Vacuum Splint, EVAC-U-SPLINT, Large Extremity                                                                                 | 560103                    | Evac-U-Splint Vacuum Extremity Splint (splint only), LG                                         | HARTWELL MEDICAL<br>LLC        | EV 103        | \$ 140.50    | 1/EA        |
| 151    | Bandaging/Sp<br>linting<br>Vacuum Splint, EVAC-U-SPLINT, Medium Extremity                                                                                | 560102                    | Evac-U-Splint Vacuum Extremity Splint (splint only), MED                                        | HARTWELL MEDICAL<br>LLC        | EV 102        | \$ 99.90     | 1/EA        |
| 152    | Bandaging/Sp<br>linting<br>Vacuum Splint, EVAC-U-SPLINT, Small Extremity                                                                                 | 560101                    | Evac-U-Splint Vacuum Extremity Splint (splint only), SM                                         | HARTWELL MEDICAL<br>LLC        | EV 101        | \$ 75.00     | 1/EA        |
| 153    | Infection<br>Control/Clean<br>ing<br>BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2ML 500/CS                                                                     | 290116                    | Biohazard Waste Bag, 1.2 mil, Red w/Black Print, 23inch x<br>23inch, 7-10gal                    | MEDEGEN MEDICAL<br>PRODUCTS    | F116          | \$ 0.09      | 1/EA        |
| 154    | Infection<br>Control/Clean<br>ing<br>Cleaning agent that will kill COVID 19 (Spray bottle)                                                               | 1061-82830                | Clorox Hydrogen Peroxide Green Label Disinfectant<br>Cleaner, 32 oz Spray Bottle                | ESSENDANT                      | 30828         | \$ 6.90      | 1/EA        |
| 155    | Infection<br>Control/Clean<br>ing<br>Cleaning agent that will kill COVID 19 (wipes canister)                                                             | 1061-100                  | CaviWipes Surface Disinfectant Wipes, 6inch x 6 3/4inch                                         | METREX RESEARCH<br>CORPORATION | 13-1100       | \$ 9.25      | 160/TB      |
| 156    | Infection<br>Control/Clean<br>ing<br>Clorox Healthcare Hydrogen Peroxide Wipes Tub 95                                                                    | 1061-82403                | Clorox Hydrogen Peroxide Disinfectant Wipes, 6.75inch x<br>9inch                                | ESSENDANT                      | CLO30824      | \$ 47.77     | 6/CS        |
| 157    | Infection<br>Control/Clean<br>ing<br>Clorox Healthcare Hydrogen Peroxide Green Label<br>Disinfectant Cleaner Spray Bottle, 32oz                          | 1061-82830                | Clorox Hydrogen Peroxide Green Label Disinfectant<br>Cleaner, 32 oz Spray Bottle                | ESSENDANT                      | 30828         | \$ 7.55      | 1/EA        |
| 158    | Infection<br>Control/Clean<br>ing<br>CONT SHARPS SHAFT 6.37"x1.22" TRANSPORTABLE CLEAR<br>or equivalent                                                  | 64250                     | Curaplex Sharps Solo                                                                            | CURAPLEX BY BOUND<br>TREE      | BT-64250      | \$ 1.79      | 1/EA        |
| 159    | Infection<br>Control/Clean<br>ing<br>Curaplex Infection Control Kit, Latex Free, Incl Gloves,<br>Gown, Mask w/Shield, Alcohol Wipe, BioBag or equivalent | 670202-KIT                | Curaplex PPE Kit- Basic+ Faceshield                                                             | CURAPLEX BY BOUND<br>TREE      | 670202-KIT    | \$ 9.55      | 1/EA        |
| 160    | Infection<br>Control/Clean<br>ing<br>GERMICIDAL SOLUTION 32 OZ BOTTLE 6/CS SANIZIDE 34810                                                                | R3127                     | Sanizide Plus Disinfectant/Deodorizer, Spray Bottle, 32oz                                       | SAFETEC                        | 34810         | \$ 8.15      | 1/EA        |

Item List for City of Midlothian  
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| Item # | Qty. of Packages per Description                                                                                   | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                      | Vendor Name                | Vendor Item #   | Quoted Price | Setting UOM |
|--------|--------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------------------|----------------------------|-----------------|--------------|-------------|
| 178    | Infection Control/Cleaning<br>Microdot Bleach Wipes                                                                | CS600-12                  | *MFG B/O * WIPES BLEACH MICRODOT (160/TUB)                                                               | Cambridge Sensors USA, LLC | 600-12          | \$ 10.22     | 160/TB      |
| 179    | Infection Control/Cleaning<br>Multi-Purpose Collection Bag with Hook                                               | 1071-17367                | Curaplex Multi-Purpose Collection Bag with Hook 12/PK 40PK/CS                                            | CURAPLEX BY BOUND TREE     | 1071-17367      | \$ 8.75      | 12/PK       |
| 180    | Infection Control/Cleaning<br>Particulate Respirator, N95 Mask, Large Size                                         | 1513                      | N95 1500 Series Respirator Mask, Disposable, Molded Nose Bridge, LG                                      | MOLDEX-METRIC, INC.        | 1513            | \$ 21.99     | 20/BX       |
| 181    | Infection Control/Cleaning<br>Particulate Respirator, N95 Mask, Tecno, Regular Size 35/bx 6bx/cs                   | 8618                      | FLUIDSHIELD N95 Particulate Filter Respirator and Surgical Mask, w/Headband, Orange, Safety Seal Regular | O&M Halyard, Inc           | 46767           | \$ 0.74      | 1/EA        |
| 182    | Infection Control/Cleaning<br>Particulate Respirator, N95 Mask, XL Size                                            | 1031-46827                | FluidShield, N95 Respirator, Small Size, 35/BX, 6BX/CS                                                   | O&M Halyard, Inc           | 46827           | \$ 109.99    | 35/BX       |
| 183    | Infection Control/Cleaning<br>Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx | 1063-20763                | FireWipes, Personal Wipes, for Soot Removal, 8in x 12in, Textured, Disposable                            | Firewipes                  | FW0207CA        | \$ 10.10     | 12/BX       |
| 184    | Infection Control/Cleaning<br>SAFETY GLASSES, V20 PURITY, CLEAR ANTI-FOG LENS KIMBERLY CLARK or equivalent         | 660274                    | Kimberly Clark V20 Safety Glasses, Clear Anti-Fog Lense                                                  | MED PLUS SERVICES USA      | 25654           | \$ 1.95      | 1/PR        |
| 185    | Infection Control/Cleaning<br>SCALPEL DISPOSABLE STERILE 11 10EA/8X 4111                                           | 400012                    | Medicut Scalpel, Sterile, Disposable, Size 11                                                            | DYNAREX CORPORATION        | 4111            | \$ 0.45      | 1/EA        |
| 186    | Infection Control/Cleaning<br>SHARPS CONTAINER IN ROOM RED 5 QUART 12.5 IN X 5.5 IN X 10.75 IN 20/CS               | 1860-08708                | Curaplex Sharps Container, Mailbox/Rotating Lid, 10.5in x 3.5in x 10.5in, 5.4 Quart                      | CURAPLEX BY BOUND TREE     | 1860-08708      | \$ 3.37      | 1/EA        |
| 187    | Infection Control/Cleaning<br>SHARPS CONTAINER OLD STYLE SQUARE RED 4.7 QUART 10 IN X 6 IN X 7.75 IN 12/CS         | 1860-08706                | Curaplex Sharps Container, Flat, 10in L x 7in W x 6.75in H, 4 Quart                                      | CURAPLEX BY BOUND TREE     | 1860-08706      | \$ 3.35      | 1/EA        |
| 188    | Infection Control/Cleaning<br>SHARPS CONTAINER STACK RED WITH CLEAR LID 1 QUART 6.25 W H X 4.25 IN D X 4.5 IN      | 1860-08702                | Curaplex Sharps Container, Flip, 3.5in L x 3.5in W x 7in H, 1 Quart                                      | CURAPLEX BY BOUND TREE     | 1860-08702      | \$ 1.15      | 1/EA        |
| 189    | Infection Control/Cleaning<br>SLEEVE WHITE GAUNTLET, ELASTIC OPENINGS, 18 IN (arm coverings)                       | 295502                    | *NON-RETURNABLE* SLEEVE COVERS YELLOW 18 IN 100PAIR/CS                                                   | SAFETY TODAY               | 002501-YPE      | \$ 1.47      | 1/PR        |
| 190    | Infection Control/Cleaning<br>SPIT SOCK FACE COVER TO PREVENT PATIENT SPITTING                                     | 1033-15311                | Spit Sock Hood, to Prevent Spitting                                                                      | STEARNS WEAR               | SPIT SOCK WHITE | \$ 3.10      | 1/EA        |
| 191    | IV Supplies and Needles<br>Curaplex Dart w/ vial adaptor kit                                                       | 670212-KIT                | Curaplex Dart w/ Vial Adaptor Kit (3CC Syringe)                                                          | CURAPLEX BY BOUND TREE     | 670212-KIT      | \$ 7.55      | 1/EA        |
| 192    | IV Supplies and Needles<br>CATHETER INTRAVENOUS (IV) 18 ga x 1 1/4 IN 50/bx                                        | 353062                    | Protectiv Plus IV Catheters, 18ga x 1 1/4inch                                                            | SMITHS MEDICAL ASD, INC.   | 306201          | \$ 1.54      | 1/EA        |
| 193    | IV Supplies and Needles<br>CATHETER INTRAVENOUS (IV) 18 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS                       | 353065                    | Protectiv Plus IV Catheters, 18ga x 1 1/4inch                                                            | SMITHS MEDICAL ASD, INC.   | 306501          | \$ 1.54      | 1/EA        |
| 194    | IV Supplies and Needles<br>CATHETER INTRAVENOUS (IV) 20 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS                       | 353067                    | Protectiv Plus IV Catheters, 20ga x 1inch                                                                | SMITHS MEDICAL ASD, INC.   | 306701          | \$ 1.54      | 1/EA        |

Item List for City of Midlothian  
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| Line ID | Buyer of Medical Item Description |                                                                                            | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                          | Vendor Name              | Vendor Item #     | Quoted Price | Selling UOM |
|---------|-----------------------------------|--------------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------|--------------------------|-------------------|--------------|-------------|
| 212     | IV Supplies and Needles           | Lancets, Unistik 3 Comfort Safety, 28 ga x 1.8 mm, Single Use, Purple                      | 2764-70728                | Curaplex®reg; Safety Lancel, 28 Gauge, Orange                                                | CURAPLEX BY BOUND TREE   | SL128G-2764-70728 | \$ 6.25      | 100/BX      |
| 213     | IV Supplies and Needles           | Lancets, Unistik 3 Normal Safety, 23 ga x 1.8 mm, Single Use, Yellow                       | 675-AT1002                | Unistik 3 Normal Safety Lancel, 1.8mm, 23ga, 100/Box                                         | OWEN MUMFORD INC         | AT 1002           | \$ 17.25     | 100/BX      |
| 214     | IV Supplies and Needles           | Needle Hypodermic, SafetyGlide, 18 ga x 1.5 inch, with shielding mechanism                 | 1641-76618                | BD Eclipse Safety Needles, 18ga x 1 1/2inch                                                  | BECTON DICKINSON         | 305766            | \$ 22.35     | 100/BX      |
| 215     | IV Supplies and Needles           | Needle Hypodermic, SafetyGlide, 21 ga x 1 inch, with shielding mechanism                   | 62305916                  | Safety Glide Hypodermic Needle, 25ga x 1inch                                                 | Becton Dickinson         | 305916            | \$ 0.40      | 1/EA        |
| 216     | IV Supplies and Needles           | Syringe and Needle, 10cc, 21 ga x 1 1/2 inch                                               | 11297                     | Syringe with Needle, Luer-lock Tip, 3cc, 21ga x 1-1/2in, Deep Green Hub                      | EXEL INTERNATIONAL, INC. | 26107             | \$ 0.09      | 1/EA        |
| 217     | IV Supplies and Needles           | Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch                                 | 11278                     | Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 25ga x 5/8in                                   | EXEL INTERNATIONAL, INC. | 26044             | \$ 0.10      | 1/EA        |
| 218     | IV Supplies and Needles           | Syringe and Needle, EXEL, 1cc Tuberculin, 26 ga x 1/2 inch                                 | 30-26040BX                | Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 27ga x 1/2in                                   | EXEL INTERNATIONAL, INC. | 26046             | \$ 10.40     | 100/BX      |
| 219     | IV Supplies and Needles           | Syringe and Safety Needle, BD 3cc LL w/Eclipse 21 ga x 1 in Detachable Needle              | 625779                    | Syringe, Detachable Eclipse Needle, 21ga x 1inch, 3cc                                        | BECTON DICKINSON         | 305779            | \$ 0.26      | 1/EA        |
| 220     | IV Supplies and Needles           | Syringe and Safety Needle, BD 5cc LL w/Eclipse 22 ga x 1 in Detachable Needle              | CD12350                   | Safety Glide Hypodermic Needle, 22ga x 1 1/2inch                                             | BECTON DICKINSON         | 305900            | \$ 15.90     | 50/BX       |
| 221     | IV Supplies and Needles           | SYRINGE ONLY LUER LOCK 30CC                                                                | 1633-30430                | Syringe Only, Luer Lock, 30cc                                                                | B. BRAUN MEDICAL, INC    | 4617304F-02       | \$ 0.44      | 1/EA        |
| 222     | IV Supplies and Needles           | SYRINGE ONLY LUER LOCK 60CC                                                                | 620300                    | Syringe (Only), Luer Lock w/cap, 50-60cc                                                     | EXEL INTERNATIONAL, INC. | 26300             | \$ 16.12     | 25/BX       |
| 223     | IV Supplies and Needles           | Syringe, Luer Lock, 30-35cc                                                                | 1633-29030                | Syringe, Luer Lock w/Cap, 30-35cc                                                            | EXEL INTERNATIONAL, INC. | 26290             | \$ 0.42      | 1/EA        |
| 224     | IV Supplies and Needles           | Tourniquet (non latex) individual rolled                                                   | 1841-14000                | Curaplex Tourniquet, Latex Free 1in x 18in, Rolled, Blue                                     | CURAPLEX BY BOUND TREE   | 1841-14000        | \$ 19.98     | 250/BG      |
| 225     | IV Supplies and Needles           | VIAL ACCESS CANNULA 100/BX 10BX/CS INTERLINK                                               | 353367                    | Interlink Vial Access Cannula, 15ga                                                          | BECTON DICKINSON         | 303367            | \$ 0.35      | 1/EA        |
| 226     | LP-15 and Lucas Supplies          | 4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15 | 2743-02011                | 4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15   | STRYKER                  | 11111-00002D      | \$ 345.70    | 1/EA        |
| 227     | LP-15 and Lucas Supplies          | 6-WIRE PRECORDIAL LEADS FOR A 12-LEAD ECG CABLE FOR LIFEPAK 15                             | 2743-02211                | 6-Wire Precordial Leads for a 12-Lead ECG Cable                                              | STRYKER                  | 11111-000022      | \$ 131.25    | 1/EA        |
| 228     | LP-15 and Lucas Supplies          | ECG Chart Paper, Thermal, 108mm, Red Grid, for Physio-Control LP15 or equivalent           | 2745-10108                | Curaplex®reg; ECG Chart Paper, Thermal, 108mm, red grid, for Physio-Control LP11, LP12, LP15 | CURAPLEX BY BOUND TREE   | LP12              | \$ 1.40      | 1/RL        |

**Item List for City of Middletown  
EMS Medical Supplies  
Bid No.: 2020-28**

| Item # | City of Middletown Item Description | Bound Tree Medical Item #                                                                           | Bound Tree Medical Item Description | Vendor Name                                                                                | Vendor Item #          | Quoted Price | Selling From     |
|--------|-------------------------------------|-----------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------------------------------------------------------------------------|------------------------|--------------|------------------|
| 246    | LP-15 and Lucas Supplies            | LUCAS                                                                                               | 4510-04676                          | Lucas 2 Suction Cupt, Disposable, 3/pack                                                   | STRYKER                | 11576-000046 | \$ 125.90 3/PK   |
| 247    | LP-15 and Lucas Supplies            | Masimo SET Rainbow Compatible Cable, 4 ft                                                           | 2743-02406                          | Masimo Rainbow RC-4 Compatible Cable for SpO2, 4 ft                                        | MASIMO                 | 2406         | \$ 94.35 1/EA    |
| 248    | LP-15 and Lucas Supplies            | Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3ft, for use with RC Patient Cable      | 2712-04971                          | Masimo SET Rainbow Sensor, 3 ft, Reusable, Adult                                           | STRYKER                | 11171-000049 | \$ 557.75 1/EA   |
| 249    | LP-15 and Lucas Supplies            | Masimo Rainbow, DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3ft for use with RC Patient Cable | 2743-02069                          | Sensor, Rainbow Direct Connect, Pediatric, 3 Foot DCIP, SpO2, SpCO, SpMet (methemoglobin). | MASIMO                 | 2069         | \$ 779.00 1/EA   |
| 250    | LP-15 and Lucas Supplies            | Mobile Battery Charger (Physio) Includes AC and DC power cords                                      | 2750-57711                          | Mobile Battery Charger, for the LifePak 15 LP15                                            | STRYKER                | 11577-000011 | \$ 1,889.47 1/EA |
| 251    | LP-15 and Lucas Supplies            | Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent                                 | 16384                               | Curaplex Select Multi-Function Defibrillator Pads, Physio Control, Adult                   | CURAPLEX BY BOUND TREE | 6600205H     | \$ 15.55 1/PR    |
| 252    | LP-15 and Lucas Supplies            | Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent                            | 16384                               | Curaplex Select Multi-Function Defibrillator Pads, Physio Control, Adult                   | CURAPLEX BY BOUND TREE | 6600205H     | \$ 15.55 1/PR    |
| 253    | LP-15 and Lucas Supplies            | NIBP Cuff-Reusable, Adult                                                                           | 2615-63501                          | UltraCheck BP Cuff, Adult Single Tube, Reusable, 26-35cm, HP Fitting                       | SPACELABS HEALTHCARE   | US2635HP-05  | \$ 13.28 1/EA    |
| 254    | LP-15 and Lucas Supplies            | NIBP Cuff-Reusable, Child                                                                           | 2615-32003                          | UltraCheck BP Cuff, Child Single Tube, Reusable, 13-20cm, HP Fitting                       | SPACELABS HEALTHCARE   | US1320HP-05  | \$ 8.95 1/EA     |
| 255    | LP-15 and Lucas Supplies            | NIBP Cuff-Reusable, Infant                                                                          | 2615-81409                          | UltraCheck BP Cuff, Infant Single Tube, Reusable, 8-14cm, HP Fitting                       | SPACELABS HEALTHCARE   | US0814HP-05  | \$ 7.95 1/EA     |
| 256    | LP-15 and Lucas Supplies            | NIBP Cuff-Reusable, Large Adult                                                                     | 2615-24212                          | UltraCheck BP Cuff, LG Adult Single Tube, Reusable, 32-42cm, HP Fitting                    | SPACELABS HEALTHCARE   | US3242HP-05  | \$ 14.85 1/EA    |
| 257    | LP-15 and Lucas Supplies            | NIBP Cuff-Reusable, Small Adult                                                                     | 2615-82619                          | UltraCheck BP Cuff, SM Adult Single Tube, Reusable, 18-26cm, HP Fitting                    | SPACELABS HEALTHCARE   | US1826HP-05  | \$ 10.35 1/EA    |
| 258    | LP-15 and Lucas Supplies            | NIBP Tubing Coiled (Physio)                                                                         | 2613-28148                          | NIBP Hose, Bayonet Design, Coiled, 9 ft                                                    | STRYKER                | 21300-008148 | \$ 82.25 1/EA    |
| 259    | LP-15 and Lucas Supplies            | REDI-Charge Base                                                                                    | 2746-11541                          | REDI-CHARGE Battery Charger Base                                                           | STRYKER                | 11141-000115 | \$ 1,389.90 1/EA |
| 260    | LP-15 and Lucas Supplies            | SENSOR, MASIMO LNCS ADTX, ADULT 18 IN ADHESIVE DISPOSABLE SPO2, GREATER THAN 30KG                   | 2712-04126                          | Masimo SET LNCS Adtx Adhesive Sensor, Disposable, Adult, Greater than 30kg                 | MASIMO                 | 3859         | \$ 12.92 1/EA    |
| 261    | LP-15 and Lucas Supplies            | Sensors, Masimo SET M-LNCS Adult, Adhesive, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable      | 2712-03911                          | Masimo SET M-LNCS Adhesive Sensor, 18 Inch, Adult                                          | STRYKER                | 11171-000039 | \$ 13.90 1/EA    |
| 262    | LP-15 and Lucas Supplies            | Sensors, Masimo SET M-LNCS, Infant, Adh, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable         | 2712-41171                          | Masimo SET M-LNCS SpO2 Sensor, Adhesive, Disposable, Infant                                | STRYKER                | 11171-000041 | \$ 18.28 1/EA    |



Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Line # | City of Midlothian Item Description | Bound Tree Medical Item #                                                | Bound Tree Item Description | Vendor Name                                                                                                                                                                   | Vendor Brand                        | Quoted Price   | Selling UOM     |
|--------|-------------------------------------|--------------------------------------------------------------------------|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------|-----------------|
| 283    | Medications                         | CALCIUM CHLORIDE 1GM 10ML LUERJET                                        | 373304                      | Calcium Chloride, 1gm, 10ml Luer Jet Prefilled Syringe                                                                                                                        | IMS LIMITED                         | 7632933041     | \$ 110.15 10/BX |
| 284    | Medications                         | Calcium Chloride 1gm, 10ml Luer Jet 10108                                | 373304                      | Calcium Chloride, 1gm, 10ml Luer Jet Prefilled Syringe                                                                                                                        | IMS LIMITED                         | 7632933041     | \$ 111.42 10/BX |
| 285    | Medications                         | Certa Dose Epinephrine Convenience Kit                                   | 0001-05                     | Certa Dose Epinephrine Convenience kit (1ml vial, 2 syringes) 1/EA 5EA/CT                                                                                                     | SPECIALTY PHARM SVC                 | CD-EPI-005     | \$ 96.75 1/EA   |
| 286    | Medications                         | DEXTROSE 50% 25GM, 50ML ANSYR SYRINGE 1013C                              | 377515                      | Dextrose, 50%, 50ml Ansyf Prefilled Syringe                                                                                                                                   | PFIZER INC. (HOSPIRA)               | 0409751716     | \$ 108.70 10/BX |
| 287    | Medications                         | DEXTROSE 50% 25GM, 50ML LUER JET 1013B                                   | 373301                      | Dextrose, 50%, 25gm, 50ml Luer Jet Prefilled Syringe                                                                                                                          | IMS LIMITED                         | 7632933011     | \$ 152.70 10/PK |
| 288    | Medications                         | Dextrose D10 250cc                                                       | 7520-20                     | Dextrose, 10%, 250ml bag                                                                                                                                                      | B. BRAUN MEDICAL, INC               | 15202          | \$ 2.72 1/EA    |
| 289    | Medications                         | Diltiazem, 25mg, 5ml Vial *Refrigerate*                                  | 6013-10                     | Diltiazem Hydrochloride Injection, 25mg/5ml (5mg/ml) Vial (Refrigeration Required)                                                                                            | Huma Pharmaceuticals USA Inc        | 0641601310     | \$ 35.15 10/BX  |
| 290    | Medications                         | DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL                          | 1000200                     | Diphenhydramine 50mg/ml 1ml sdv 2035-Benadryl                                                                                                                                 | HF Acquisition CO, LL (HealthFirst) | 1000200        | \$ 4.35 1/EA    |
| 291    | Medications                         | Epinephrine 1:10000 1MG 10ML LIFESHIELD SYRINGE 1019A                    | 374921                      | Epinephrine, 1:10,000, 1mg, 10ml, LifeShield Prefilled Syringe                                                                                                                | PFIZER INC. (HOSPIRA)               | 0409492134     | \$ 61.15 10/BX  |
| 292    | Medications                         | Epinephrine 1:10000, 1mg, 10ml                                           | 374921                      | Epinephrine, 1:10,000, 1mg, 10ml, LifeShield Prefilled Syringe                                                                                                                | PFIZER INC. (HOSPIRA)               | 0409492134     | \$ 61.15 10/BX  |
| 293    | Medications                         | Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B                            | 373316                      | Epinephrine, 1:10,000, 1mg, 10ml, Luer Jet Prefilled Syringe                                                                                                                  | IMS LIMITED                         | 7632933161     | \$ 95.75 10/PK  |
| 294    | Medications                         | Epinephrine 1:1000                                                       | 0159-25EA                   | Adrenalin (Epinephrine) 1mg, 1ml Vial (1:1000)                                                                                                                                | CARDINAL HEALTH RX                  | 995914         | \$ 465.25 25/PK |
| 295    | Medications                         | Fentanyl 100mg/1ml vial                                                  | 379094                      | Fentanyl, Class II, 0.05mg/ml, 2ml Vial                                                                                                                                       | PFIZER INC. (HOSPIRA)               | 0409909422     | \$ 32.80 25/BX  |
| 296    | Medications                         | Glucagon 1mg, 1ml vial kit with 1ml Sterile Water                        | 0593-03                     | Glucagon Kit 1mg contains 1 vial of 1mg Glucagon and 1 vial of 1ml Sterile Water. Glucagon is in powder form in a 1mg vial along with 1ml of sterile water for reconstitution | OTHER MANUFACTURER                  | 63323-0593-03  | \$ 147.50 1/EA  |
| 297    | Medications                         | Glucagon, 1mg Lily Red Kit                                               | 000002145001                | Glucagon, 1mg, 1ml Vial, Emergency Kit, Red, 1 Vial Powder, 1 Prefilled Syringe of Diluent                                                                                    | CARDINAL HEALTH-PHARMA              | 2858090        | \$ 349.50 1/EA  |
| 298    | Medications                         | Glucose Gel, 15 gm, Strawberry Flavor 3/pk (Transcend)                   | 662248                      | Transcend Glucose Gel, Strawberry Flavor, 3/pk                                                                                                                                | LIFE NUTRITION LLC                  | 6379           | \$ 3.55 3/PK    |
| 299    | Medications                         | Glucose Gel, 15gm, Orange Flavor 3/pk (Transcend)                        | LN7637                      | Glucose Transcend, 15gm Gel, Orange                                                                                                                                           | LIFE NUTRITION LLC                  | 7637           | \$ 3.55 3/PK    |
| 300    | Medications                         | HALOPERIDOL 5MG 1ML VIAL                                                 | 373474                      | Haloperidol, 5mg, 1ml Vial                                                                                                                                                    | OTHER MANUFACTURER                  | 437401 (25/PK) | \$ 187.70 25/PK |
| 301    | Medications                         | Heparin 5000u/1ml vial                                                   | AB2723-01C                  | HEPARIN SODIUM 5,000U/1ML VIAL (25/BOX)                                                                                                                                       | PFIZER INC. (HOSPIRA)               | 0409-2723-01   | \$ 34.90 25/BX  |
| 302    | Medications                         | Heparin pre-mixed 250 or 500cc bag                                       | 7620-03                     | Heparin In 0.9% Saline for Injection, 1,000 USP Units, 500ml Bag                                                                                                              | PFIZER INC. (HOSPIRA)               | 0409752003     | \$ 74.75 18/CS  |
| 303    | Medications                         | IPRATROPIUM BROMIDE 0.02%, 0.5MG/2.5ML INDIVIDUALLY WRAPPED              | 379801                      | Ipratropium Bromide, 0.02%, 2.5ml, Individually Wrapped, 30/Box                                                                                                               | NEPHRON PHARMACEUTICALS CORP        | 9801-01        | \$ 5.90 30/BX   |
| 304    | Medications                         | IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile | 600-10                      | Prefilled IV Flush Syringe, Sterile, 10ml Normal Saline, 12ml Syringe                                                                                                         | AQUABILITI                          | 270806         | \$ 0.33 1/EA    |
| 305    | Medications                         | IV Solution, Dextrose 10% 250ml Bag 36ea/cs Baxter                       | 1921-16217                  | Dextrose, 10%, 250ml Bag                                                                                                                                                      | BAXTER HEALTHCARE DMG               | 280162C        | \$ 5.52 1/EA    |

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Item ID | City of Midlothian Item Description                                                                                       | Bound Tree Medical Item # | Bound Tree Medical Item Description                                         | Vendor Name                   | Vendor Item # | Quoted Price | Selling Unit |
|---------|---------------------------------------------------------------------------------------------------------------------------|---------------------------|-----------------------------------------------------------------------------|-------------------------------|---------------|--------------|--------------|
| 330     | Medications SODIUM BICARBONATE 8.4%                                                                                       | 376625                    | Sodium Bicarbonate, 8.4%, 50ml Vial                                         | PFIZER INC. (HOSPIRA)         | 0409662502    | \$ 280.00    | 25/BX        |
| 331     | Medications Sodium Bicarbonate 8.4% 50ml Luer Jet 1035B                                                                   | 371035                    | Sodium Bicarbonate, 8.4%, 50ml Luer Jet Prefilled Syringe                   | IMS LIMITED                   | 7632933521    | \$ 147.12    | 10/PK        |
| 332     | Medications SODIUM BICARBONATE 8.4% LIFESHIELD SYRINGE 1035A                                                              | 376637                    | Sodium Bicarbonate, 8.4 %, 50ml Lifeshield Prefilled Syringe                | PFIZER INC. (HOSPIRA)         | 0409663734    | \$ 115.90    | 10/BX        |
| 333     | Medications Solu-Medrol, 125mg, 2ml ACT-O-VIAL or equivalent                                                              | 0409-0047-22              | SOLU-MEDROL? Act-O-Vial System, 125 Mg, 2ml                                 | PFIZER INC. (HOSPIRA)         | 0009-0047-22  | \$ 242.35    | 25/BX        |
| 334     | Medications Terbutaline 3mg, 1ml Vial                                                                                     | 9746-10EA                 | Terbutaline, 3mg, 1ml Vial 10ea/Box                                         | Helma Pharmaceuticals USA Inc | 0143974610    | \$ 47.55     | 10/BX        |
| 335     | Medications Tranexamic Acid 100mg/ml, 10ml vial                                                                           | 0166-41                   | Tranexamic Acid 100mg/ml, 10ml vial                                         | CARDINAL HEALTH-PHARMA        | 5099510       | \$ 117.50    | 10/BX        |
| 336     | Medications Vecuronium 30mg/10ml vial                                                                                     | 0931-44                   | Vecuronium, 10mg, 10ml Vial, Powder                                         | CARDINAL HEALTH-PHARMA        | 5058045       | \$ 91.15     | 10/BX        |
| 337     | SUCTION Curaplex Yankauer Suction KK, Bulb Tip and Tubing w/Control Vent, 1/4 in ID x 6 ft Tubing or equivalent           | 533-MS-YK20EA             | Yankauer Suction Handle with Bulb Tip and Control Vent, 6ft Tube            | CURAPLEX BY BOUND TREE        | 8T-YK20       | \$ 1.04      | 1/EA         |
| 338     | SUCTION Curaplex Disposable Suction Canister, 1200cc or equivalent                                                        | 2212-11200                | Curaplex Disposable Hydrophobic Suction Canister, 1200cc                    | CURAPLEX BY BOUND TREE        | 484410        | \$ 2.48      | 1/EA         |
| 339     | SUCTION Laerdal Medical Coaxial Vacuum Connector 33cm 12/PK LSI SUCTION UNIT LF W/ DISPOSABLE CANISTER AND TUBING LAERDAL | 2743-80422                | Coaxial Vacuum Connector 33cm 12/PK                                         | LAERDAL MEDICAL CORP.         | 280422        | \$ 11.65     | 12/PK        |
| 340     | SUCTION Medi-Vac Guardian Disposable Hard Suction Canister 1200ml                                                         | 1780020                   | Suction Unit w/Bemis Canister, Cords, Tubing, Battery                       | LAERDAL MEDICAL CORP.         | 78002001      | \$ 887.85    | 1/EA         |
| 341     | SUCTION Curaplex Disposable Hydrophobic Suction Canister, 1200cc                                                          | 2212-11200                | Curaplex Disposable Hydrophobic Suction Canister, 1200cc                    | CURAPLEX BY BOUND TREE        | 484410        | \$ 2.48      | 1/EA         |
| 342     | SUCTION Suction Catheter, 6 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                           | 36090                     | Curaplex Suction Catheter, 6F                                               | CURAPLEX BY BOUND TREE        | 36090         | \$ 0.12      | 1/EA         |
| 343     | SUCTION Suction Catheter, 8 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                           | 36091                     | Curaplex Suction Catheter, 8F                                               | CURAPLEX BY BOUND TREE        | 36091         | \$ 0.12      | 1/EA         |
| 344     | SUCTION Suction Catheter, 10 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                          | 36092                     | Curaplex Suction Catheter, 10F                                              | CURAPLEX BY BOUND TREE        | 36092         | \$ 0.12      | 1/EA         |
| 345     | SUCTION Suction catheter, 12 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                          | 36093                     | Curaplex Suction Catheter, 12F                                              | CURAPLEX BY BOUND TREE        | 36093         | \$ 0.12      | 1/EA         |
| 346     | SUCTION Suction Catheter, 14 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                          | 36094                     | Curaplex Suction Catheter, 14F                                              | CURAPLEX BY BOUND TREE        | 36094         | \$ 0.12      | 1/EA         |
| 347     | SUCTION Suction catheter, 16 Fr, coiled, w/ whistle tip and thumb control port, sterile, disp, LF                         | 36095                     | Curaplex Suction Catheter, 16F                                              | CURAPLEX BY BOUND TREE        | 36095         | \$ 0.12      | 1/EA         |
| 348     | SUCTION Suction catheter, 18 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                          | 36096                     | Curaplex Suction Catheter, 18F                                              | CURAPLEX BY BOUND TREE        | 36096         | \$ 0.12      | 1/EA         |
| 349     | STRETCHER SUPPLIES Curaplex Blanket, Fleece 60x90 blue                                                                    | 17100MS                   | Curaplex Blanket, Fleece, 60Inch x 90Inch, Navy Blue                        | CURAPLEX BY BOUND TREE        | 17100MS       | \$ 3.50      | 1/EA         |
| 350     | STRETCHER SUPPLIES Curaplex Blanket, Polyester 40x80 gray                                                                 | 3271-63802                | Curaplex Blanket, 100% Polyester, 40in x 80in, Gray                         | CURAPLEX BY BOUND TREE        | 3271-63802    | \$ 30.99     | 10/CS        |
| 351     | STRETCHER SUPPLIES Curaplex Patient Transporter 1200lb or greater capacity or equivalent                                  | 3246-12345                | Curaplex Patient Transporter, 1800lb Capacity                               | CURAPLEX BY BOUND TREE        | 3246-12345    | \$ 15.25     | 1/EA         |
| 352     | STRETCHER SUPPLIES Curaplex XPS Fitted Stretcher Sheet, 36 x 50, Fluid Resist 30/cs or equivalent                         | 3271-62602                | Curaplex Stretcher Sheet, Fitted                                            | CURAPLEX BY BOUND TREE        | 3271-62602    | \$ 45.50     | 30/CS        |
| 353     | STRETCHER SUPPLIES Pillow, disposable, 18 x 24, 12 oz., polyester fill, non-allergenic, 12ea/cs                           | 286-089-7015EA            | Pillow, Disposable, Polyester Fill, 18Inch x 24Inch, 16oz                   | CARE LINE INC.                | 089-7015      | \$ 2.40      | 1/EA         |
| 354     | STRETCHER SUPPLIES Restraint Strap, Black, 2 pc, 5 ft, Nylon, Metal Push Button Buckle, Loop Ends                         | 506022BK                  | Straps, Nylon, Metal Push Button Buckle, 2 Piece w/Loop Ends, Black, 5 feet | DMS                           | 11152BK       | \$ 8.39      | 1/EA         |

Item List for City of Midlothian  
EMS Medical Supplies  
Bid No.: 2020-28

| Line Item | City of Midlothian Item Description                                                                | Bound Tree Medical Item # | Bound Tree Medical Item Description                                              | Vendor Name                 | Vendor Item # | Quoted Price | Selling Unit |
|-----------|----------------------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------|-----------------------------|---------------|--------------|--------------|
| 383       | Various Lumify L12-4 System                                                                        | 5000-68821                | Lumify L12-4 System                                                              | PHILIPS MEDICAL SYSTEMS HSG | FUS6882       | \$ 5,119.00  | 1/EA         |
| 384       | Various Lumify S4-1 Bundle                                                                         | 5000-68840                | Lumify S4-1 Bundle                                                               | PHILIPS MEDICAL SYSTEMS HSG | FUS6884       | \$ 5,119.00  | 1/EA         |
| 385       | Various Lumify CS-2 Bundle                                                                         | 5000-68811                | Lumify CS-2 Bundle                                                               | PHILIPS MEDICAL SYSTEMS HSG | FUS6881       | \$ 5,119.00  | 1/EA         |
| 386       | Various MANIKIN FACE SHIELD 36/RL 6RL/CS                                                           | L151200                   | Manikin Face Shields, 36/roll                                                    | LAERDAL MEDICAL CORP.       | 15120103      | \$ 10.96     | 36/RL        |
| 387       | Various OB Kit, poly bagged with scalpel                                                           | 444001                    | Curaplex OB Kit Poly Bagged With Scalpel                                         | CURAPLEX BY BOUND TREE      | 444001        | \$ 11.45     | 1/EA         |
| 388       | Various Palm Aneroid Replacement Gauge for 703, 705, 731, 732, 740 and 788 Series, Next Generation | 540104                    | Diagnostix 804N Palm Style BP Replacement Gauge Only                             | AMERICAN DIAGNOSTIC CORP.   | 804N          | \$ 35.00     | 1/EA         |
| 389       | Various Probe Covers for SureTemp Thermometers 690, Disposable                                     | 2733-53175                | Probe Covers for SureTemp Thermometers, Disposable                               | WELCH ALLYN, INC.           | 05031-750     | \$ 10.40     | 250/BX       |
| 390       | Various Quick Connect Coupler, Oxygen, Ohmeda x DSS Hex Nut                                        | 2320-14180                | Hose, Compact Ohmeda Coupler 6" conductive DSS Female Hex Nut                    | PRECISION MEDICAL           | HA-U1C4-00180 | \$ 51.25     | 1/EA         |
| 391       | Various Ring Cutter                                                                                | 61511                     | Curaplex Ring Cutter                                                             | CURAPLEX BY BOUND TREE      | 47-373        | \$ 4.25      | 1/EA         |
| 392       | Various Ring Cutter, Replacement blades Magnum Medical Ring Cutter                                 | 61512                     | Curaplex Ring Cutter Replacement Blades                                          | CURAPLEX BY BOUND TREE      | 816           | \$ 1.60      | 1/EA         |
| 393       | Various SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111                                                 | 400012                    | Medicut Scalpel, Sterile, Disposable, Size 11                                    | DYNAREX CORPORATION         | 4111          | \$ 0.45      | 1/EA         |
| 394       | Various Single-Use Transport Bubble Bag, 4 in x 5.5 in, 100/pk                                     | 1880-61810                | Single-Use Transport Bubble Bag, 4inch x 5 1/2inch                               | HEALTH CARE LOGISTICS       | 7618-10       | \$ 21.70     | 100/PK       |
| 395       | Various Sterile Water for Irrigation, 250ml Plastic Pour Bottle                                    | 607112                    | Sterile Water Irrigation Solution, 250ml Pour Bottle                             | BAXTER HEALTHCARE DMG       | 2F7112        | \$ 2.77      | 1/EA         |
| 396       | Various Sterile Water for Irrigation, 500ml Plastic Pour Bottle                                    | 355001                    | Sterile Water For Irrigation, 500ml Plastic Irrigation Container                 | B. BRAUN MEDICAL, INC       | R5001-01      | \$ 1.84      | 1/EA         |
| 397       | Various Stethoscope (Adscope-Lite 619 30 in length Red)                                            | 2621-61922                | Adscope-Lite 619, Stethoscope, Black                                             | AMERICAN DIAGNOSTIC CORP.   | 619BK         | \$ 19.55     | 1/EA         |
| 398       | Various Stethoscope (disposable single head)                                                       | 2621-01115                | Stethoscope, Disposable, Yellow, Single Head, 32 in Overall Length 10/BX 10BX/CS | DUKAL CORP.                 | 1115          | \$ 10.70     | 10/BX        |
| 399       | Various Stop The Bleed Sticker Kit (10 Stickers/Kit)                                               | 670156-KIT                | Stop the Bleed Sticker Kit                                                       | CURAPLEX BY BOUND TREE      | 670156-KIT    | \$ 25.65     | 10/EA        |





# Bound Tree

Your Partner In EMS

5000 Turtle Crossing Blvd.

Dublin, OH 43018

614.760.5000

www.boundtree.com

11/18/2020

City of Midlothian

RE: Price Increase Policy

To Whom It May Concern:

As you are well aware, the COVID-19 pandemic has had a considerable impact on the global supply chain of emergency medical products, leading to limited access of personal protective equipment ("PPE") and other crucial supplies for the EMS market. While the supply chain looks to be improving in some areas, Bound Tree is still experiencing extended lead times and product shortages on PPE and other critical supplies. Additionally, there have been significant shipping costs imposed by manufacturers. Despite the current market dynamics, Bound Tree has been working daily with our supplier partners to secure additional inventory at reasonable costs.

Even with our proactive efforts to source inventory, many of our key supplier partners have increased prices and others have signaled additional price updates will be coming, some of which may be significant. In the event such a price increase occurs after the bid award, Bound Tree will notify you of such increase and will make all efforts to provide adequate documentation from the supplier as evidence of the price modifications. The new contract pricing will then go into effect based on the notification period provided in the contract. If the price increase is not accepted, Bound Tree reserves the right to remove the product(s) from the contract or provide an alternative product, which may come at a different price.

Sincerely,

Brian LaDuke, President, Emergency Preparedness

# Partners in EMS



## In-Service Training

Our EMS-experienced Account Managers can provide quality in-service training and support to you and your department. Since they live in your area, they understand state and local requirements and protocols.



## Advanced Online Tools

From free online continuing education courses at [www.BoundTreeUniversity.com](http://www.BoundTreeUniversity.com) to elaborate online ordering tools at [www.boundtree.com](http://www.boundtree.com), we are focused on the most cutting edge technology that will streamline your day-to-day operations.



## 24-Hour Disaster Support

Our Emergency Disaster Support Program can provide relief efforts to agencies that require immediate deployment of emergency medical supplies. To activate the program, call 800-863-0953 and identify your needs.



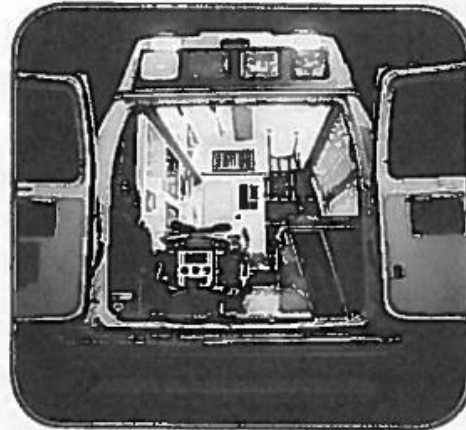
## Grants Support

Safety and patient care should never be compromised because of inadequate budgets. Our experienced grant writers can help you find funding opportunities for equipment, training, personnel and vehicles at [www.boundtreegrants.com](http://www.boundtreegrants.com).



## Passion and Perspective

At the heart of Bound Tree Medical is a team of employees who are passionate about EMS and the communities they serve. We have the experience required to meet your needs.



Bound Tree Medical is a specialty distributor of emergency medical equipment, supplies, pharmaceuticals and product expertise for fire departments, military, government institutions and other EMS organizations that provide pre-hospital, emergency care. We support our customers with our team of EMS-experienced product specialists, customer service representatives and local account managers, backed by strong vendors and a national distribution network.

From everyday disposable items to extensive capital equipment, we offer thousands of quality products from leading manufacturers to help our customers save lives. Our cutting-edge distribution model and five nationwide distribution centers allow us to provide prompt and accurate delivery anywhere in the United States. We are passionate about EMS and have developed specialty programs to demonstrate our dedication, including scholarships, grants support and disaster support. We strive to truly understand the needs and demands of EMS providers and deliver the products and services that address those needs.



## Bound Tree

800.533.0523 | [www.boundtree.com](http://www.boundtree.com)



## NAVIGATING EVERY DAY CARE

As the healthcare landscape evolves, Curaplex® responds with cost-effective clinical products that enable providers to deliver quality treatment and improve patient outcomes. With a robust portfolio of everyday products and specialty solutions across multiple clinical categories, Curaplex® continues to anticipate the needs of tomorrow's healthcare while responding to the needs of today.



Thousands of  
Products



Significant  
Savings



Expert Account  
Managers



Continuous  
Quality Improvement



Nationwide  
Distribution



Innovative New  
Products



### Killing Solutions »



#### Airway/Oxygen Delivery »



#### Diagnostics »



#### Infection Control »



#### Trauma/ Wound Care »



#### Instrumental/ Personal Items »



#### IV/Drug Delivery »



#### Immobilization »



#### Monitoring/ Defibrillation »



**SHOP ALL CURAPLEX® PRODUCTS »**



# Bound Tree

Your Partner in EMS

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

614 766.5000

www.boundtree.com

## Customer Service

Bound Tree Medical is focused on providing service to meet the needs of our customers throughout the United States. We have a deep commitment to help those that help others. The specialized market that we serve drives us to create the best possible solutions for our customers. We are here to serve you.

Our nationwide toll-free Customer Service line is 800-533-0523. Bound Tree Medical routes calls by origin of the zip code of the caller which, results in more customer awareness among those agents responding to customer calls.

There are a variety of methods to place orders and verify pricing:

- 1) Internet: Customers have access to real-time pricing and stock availability 24 hours a day, 7 days a week. [www.boundtree.com](http://www.boundtree.com)
- 2) Email: Orders may be emailed to customer service at [customerservice@boundtree.com](mailto:customerservice@boundtree.com).
- 3) Phone: Our dedicated team of customer service representatives can answer questions or take your orders from 7:30 AM to 8:00 pm EST.
- 4) Fax: Our nationwide toll-free fax line is available 24 hours a day at 800-257-5713.
- 5) Mail: Orders may be mailed to our corporate office. An order form is included in the back of our catalog for convenience.

The Customer Service Department is comprised of 27 staff members. Customer Service Representatives respond to inbound calls and make outbound calls to customers to provide information regarding product availability, shipment and delivery schedule changes. These same representatives are available to answer questions about shipments or process returns when necessary.

If an item goes onto a long term backorder, Bound Tree will work to find equivalent substitute items for the backorder. If it is the customer preference to approve all substituted items, Bound Tree Customer Service will seek approval prior to shipping sub items.

Bound Tree Medical is proud to offer our customers access to an Emergency Disaster Support line at 800-863-0953, which operates 24 hours a day, 7 days per week. It is staffed by on-call managers, who are accessible through routing of calls to cell phones. After leaving a message, a return call is originated within 20 minutes.

Bound Tree Medical allows customers to purchase on open account. The proper account application must be completed and submitted. Bound Tree Medical will assign an account number to each application. Each account has one billing/payables address but may have several shipping/receiving addresses.

In addition, the Federal Drug Administration (FDA) requires Bound Tree Medical to retain a Medical Director (physician) signature, contact information and license photocopy when purchasing legend items and/or pharmaceuticals.

Customers may purchase by Master Card, VISA, Discover or American Express. Prepaid orders are also accepted



## Product Return Information

### NON-WARRANTY PRODUCT RETURN POLICY

Prior to returning a product, please contact the Bound Tree Medical Customer Service Department at 800-533-0523 to obtain a return merchandise authorization (RMA) number. This will help us to expedite your return and allow us to give you the proper credit. Once you have received your RMA number please follow the return policy guidelines.

All pharmaceuticals, items with expiration dates, and items that are subject to FDA tracking requirements are not returnable. Bound Tree Medical will only accept returns for pharmaceuticals if it was an error on our part. If so, please contact us within 7 calendar days of receipt of the product to obtain an RMA number. Items received without an RMA or after 15 calendar days will not receive credit.

If Bound Tree Medical makes an error in fulfilling or shipping your order, we will promptly rectify the mistake at no cost to you. If we have made an error and you wish to return the product(s) to us, notification must be received within 15 days of invoice. Following the initial error notification, please follow the return policy guidelines:

#### Non-returnable Items Include:

1. Items that are special order items.
2. Items that are buy-to-order (BTO) items.
3. Items that have been marked or engraved.
4. Items returned with broken packaging or not in original packaging.
5. Customized items, any sterile product that has been opened or items determined by Bound Tree Medical not to be in resalable condition.
6. Product that is more than 60 days older than the invoice date.

#### Return Policy Guidelines:

1. Items returned within 30 days of the invoice date will not be subject to a restocking fee.
2. Items returned 31 - 60 days than the invoice date will be subject to a 15% restocking fee.
3. Items older than 60 days from the invoice date will not be accepted in our warehouse and will be returned to the customer.
4. Please write the RMA number clearly on the package label.
5. Enclose a copy of the original invoice or packing list in the box.
6. Send the package freight prepaid.



## Online Ordering Capabilities

- a. Bound Tree Medical provides a user-friendly online ordering system with advanced features that restrict user access to predefined products that can be approved for purchase using a predefined purchasing path with maximum or minimum users as defined by the contracted customer.
- b. The advanced user platform of BoundTree.com allows customers to self-administer (add/delete) their specific product offering based on the entire Bound Tree Medical online catalog.
- c. Users on BoundTree.com can gather information and prepare self-administered reports based on up to two years of historical data.
  - Trends can be tracked by running reports that can include all shipping locations, or that can be tailored to a specific shipping address.
  - A purchase summary report can be self-generated to view total products purchased over a selected period of time.
  - The purchase summary report can be sorted in ascending order by total sales per item.
  - Purchase summary reports and items per month reports can be self-exported in spreadsheet format for additional evaluation.
  - The purchase summary report provides item usage totals based on monthly, quarterly and yearly expenditures.
  - Reports can be self-exported in spreadsheet format.
- d. Product name, short description and detailed descriptions are maintained for items on BoundTree.com. Product photography is uploaded to the website based on manufacturer availability. Custom photography is also available to supplement manufacturer-supplied items.
- e. A "sold by" column is available on product detail pages to clearly describe available units of measure.
- f. Purchase requisition and order processing paths are predefined and self-administered by an online administrator. User roles include "order submitters" and "order approvers". Multiple-levels of approvers can be established with the option to auto-forward orders awaiting approval with no activity.
- g. Unit and total price for each order are displayed in the shopping cart checkout process.
- h. A web administrator can setup and self-administer user IDs which trigger an e-mail to the user for password setup. Self-administered password reset tools are available to users.
- i. The system does permit an administrator to specify maximum quantities that can be ordered for a given item on a single order. Quotas provide a way for an administrator to self-administer total purchases. To maintain maximum item thresholds, order approvers can monitor and adjust each item on purchase requests throughout the approving and purchasing process.
- j. The purchase requisition process provides date and time stamps for all purchase requisition activities.
- k. Invoice history is posted on BoundTree.com for user access.