# ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT 2100 CLARENDON BOULEVARD, SUITE 500 ARLINGTON, VIRGINIA 22201

#### NOTICE OF CONTRACT AWARD

BOUND TREE MEDICAL, LLC DATE ISSUED: DECEMBER 27, 2019

5000 TUTLE CROSSING BLVD CURRENT REFERENCE NO: 20-220-R

DUBLIN, OHIO 43016 PROVIDE MEDICAL

CONTRACT TITLE: SUPPLIES

# THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

This is your notice that the above referenced contract has been renewed. The contract documents consist of the terms and conditions of AGREEMENT Contract No. 4400009563 including any attachments or amendments thereto.

EFFECTIVE DATE: MARCH 20, 2020

EXPIRES: 12/27/2021

**RENEWALS**: THREE (3) One Year Renewal Options

COMMODITY CODE(S): 34532

LIVING WAGE: N

ATTACHMENTS:

RIDER AGREEMENT NO. 20-220-R

ATTACHMENT - NOA, County of Fairfax, Virginia

#### **EMPLOYEES NOT TO BENEFIT:**

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: CHRISTOPHER FYFEE VENDOR TEL. NO.: (800)533-0523

EMAIL ADDRESS: CHRIS.BERGERON@BOUNDTREE.COM

COUNTY CONTACT: JOHNETTE HILL COUNTY TEL. NO.: (703) 228-4659

COUNTY CONTACT EMAIL: JHILL@ARLINGTONVA.US

# ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT 2100 CLARENDON BOULEVARD, SUITE 500 ARLINGTON, VA 22201

#### **RIDER AGREEMENT NO. 20-220-R**

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between **Bound Tree Medical**, LLC ("Contractor"), a LLC corporation with a place of business at 500 Tuttle Crossing Blvd Dublin, OH 43016 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

#### 1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A Contract IFB 2000002832 (County of Fairfax, Virginia) Contract supersedes contracts 4400005124, 4400005125, Exhibit B Agreement "Exhibit C Price Schedule for Medical Supplies dated December 24, 2020 together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by the County of Fairfax, Virginia and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with County of Fairfax, Virginia. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

#### 2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than December, 27, 2021 with three (3) one (1) year renewal options of contract, expiring December 27, 2024 subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

#### 4. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

#### 5. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish Emergency Medical Supplies.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

#### 6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

#### 7. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

#### 5. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

#### 13. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

#### 14. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

#### **TO THE CONTRACTOR:**

CHRIS BERGERON, NREMT-P, BA BOUND TREE MEDICAL, LLC 5000 TUTTLE CROSSING BLVD. DUBLIN, OH 43016

#### TO THE COUNTY:

JOHNETT HILL ARLINGTON COUNTY FIRE DEPARTMENT 2100 CLARENDON BLVD ARLINGTON, VA 22201

**AND** 

PURCHASEING AGENT
ARLINGTON COUNTY, VIRGINIA
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

#### 15. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

#### 16. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:	
THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA	BOUND TREE MEDICAL, LLC
AUTHORIZED Francins Morris SIGNATURE:	AUTHORIZED SIGNATURE:
NAME: FRANCINE MORRIS	NAME AND
TITLE: PURCUREMENT OFFICER	TITLE: Rhiannon Greene, SR VP Pricing
DATE: 3/20/2020	DATE:3/17/2020



# County of Fairfax, Virginia

## **NOTICE OF AWARD**

Date of Award:

DEC 2 7 2019

CONTRACT TITLE:

First Aid Supplies

**SOLICITATION NUMBER:** 

IFB 2000002832

**CONTRACT TYPE:** 

Requirement Contract (RQ)

CONTRACT NUMBER:

See Below

NIGP CODE:

34532

CONTRACT PERIOD:

One (1) Year from Date of Award

**RENEWALS:** 

Four (4) One-Year Options

SUPERSEDES CONTRACTS:

4400005124, 4400005125

**DELIVERY**:

Stock Items: 5 calendar days After Receipt of Order (ARO)

Non-Stock Items: 10 calendar days ARO

TERMS:

Net 30 Days

FOB:

Destination

PRICES:

See Attached Pricing Schedule

CONTRACTOR:

Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd.

Dublin, OH 43016

SUPPLIER CODE:

1000011594

CONTRACT NUMBER:

4400009563

Contract Contact:

Christopher Fyffe

Telephone:

800-533-0523 ext. 5374

E-mail:

christopher.fyffe@boundtree.com

Ordering Contact:

Chris Bergeron, NREMT-P, BA

Telephone:

804-651-3633

E-mail:

chris.bergeron@boundtree.com

AWARDED:

Line Items 1 through 24, and 26 through 51

(Line 25 - No Award)

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: <a href="https://www.fairfaxcounty.gov/procurement">www.fairfaxcounty.gov/procurement</a> Phone 703-324-3201, TTY: 711, Fax: 703-324-3228

DPMM CONTACT:

Guyler "Ryan" Justus, VCA, Contract Specialist I

Telephone: (703) 324-2719 Fax: (703) 324-3228

E-mail: <u>guyler.justus@fairfaxcounty.gov</u>

#### **ORDERING INSTRUCTIONS:**

Fairfax County Departments may enter into FOCUS (Fairfax County Unified Systems) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPMM and a purchase order will be executed.

Ryan Justus, VCA Contract Specialist I

#### **DISTRIBUTION:**

DOF – Accounts Payable/e FRD – Jason Stanley/e FRD – Bruce Webb/e Contract Specialist – Ryan Justus ACS, Team 1 – Cynthia Parker Supplier Diversity – Chris McGough/e

### PRICING SCHEDULE

ITEM NO.	MANUFACTURER	PERCENTAGE (%) DISCOUNT	AWARDED TO:
1.	3M Healthcare	50.4 %	
2.	Abbott	60 %	
3.	ADI Medical	39.9 %	
4.	Allied HealthCare	42 %	
5.	American Diagnostic Corp.	52.5 %	
6.	Ansell	40 %	
7.	Briggs Healthcare	36.75 %	
8.	Cardiac Science	44.1 %	
9.	Cardinal Health	44.1 %	
10.	Care Fusion	42 %	
11.	ConMed	47.25 %	
12.	Conterra	47.25 %	Bound Tree
13.	Curaplex (Incl. Evalue Med and Tri-Anim Health Services)	46 %	4400009563
14.	Dukal Corp.	44.1 %	
15.	Dynarex Corp.	47.25 %	
16.	Ecolab	39.9 %	
17.	H&H Associates	36.75 %	
18.	Hartwell	35 %	
19.	Hawkpacks	21 %	
20.	Healthmark	21 %	
21.	Honeywell	21 %	
22.	Intersurgical Inc.	36.75 %	
23.	JT Posey	18.9 %	
24.	Laerdal	10.5 %	
25.	Lightning Storm	NO AWARD	
26.	Medical Device International	45.15 %	
27.	Medline Industries	47.25 %	
28.	Medsource Int.	36.75 %	
29.	Medtronic (Incl. Covidien, Kendall, and Nellcor)	36.75 %	Bound Tree
30.	Meret Oxygen Products	26.25 %	4400009563
31.	Metrex	21 %	
32.	Morrison Medical	50.4 %	
33.	Mylan	36.75 %	

## PRICING SCHEDULE

ITEM NO.	MANUFACTURER	PERCENTAGE (%) DISCOUNT	AWARDED TO:
34.	Nasco International	31.5 %	
35.	NeoTech	42 %	
36.	North American Rescue	37 %	
37.	Owens and Minor	18.9 %	
38.	Parent Production	46 %	Bound Tree 4400009563
39.	Pelican Products	44.1 %	
40.	Persys	29.4 %	
41.	Simulaids	21 %	
42.	Philips	35 %	
43.	Phillips	35 %	
44.	Propak	36.75 %	
45.	Safetec	26.25 %	
46.	Stat Packs	28 %	
47.	Sun Med	45.15 %	
48.	Teleflex (Incl. Pyng, Rusch, Tory, and Wolf)	45.15 %	
49.	UCAP IT (software excluded)	10 %	
50.	Welch Allyn	42 %	
51.	Westmed	44.1 %	

### Sample Listing of Local Public Bodies

REFERENCE THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended, a "blank" will signify a "NO" response:

	Alexandria Public Schools, VA		Maryland-National Capital Park & Planning Commission	
	Alexandria Sanitation Authority	1000	Maryland Department of Transportation	
	Alexandria, Virginia		Metropolitan Washington Airports Authority	
	Arlington County, Virginia		Metropolitan Washington Council of Governments	
	Arlington Public Schools, Virginia	100	Montgomery Community College	
	Bladensburg, Maryland	100	Montgomery County, Maryland	
	Bowie, Maryland		Montgomery County Public Schools, MD	
	Charles County Public Schools, MD		Northern Virginia Community College	
	College Park, Maryland		Omni Ride	
	Culpeper County, Virginia		Potomac & Rappahannock Trans. Commission	
	District of Columbia		Prince George's County, Maryland	
	District of Columbia Courts	100	Prince George's County Public Schools, MD	
	DC Water and Sewer Authority		Prince William County Public Schools, VA	
	District of Columbia Public Schools		Prince William County, Virginia	
	Fairfax County Water Authority		Prince William County Service Authority	
	Fairfax, Virginia (City)		Rockville, Maryland	
	Falls Church, Virginia		Spotsylvania County Schools, Virginia	
	Fauquier County, Virginia		Stafford County, Virginia	
	Fauquier County Schools, Virginia		Takoma Park, Maryland	
	Frederick City, Maryland		Upper Occoquan Sewage Authority	
	Frederick County Maryland		Vienna, Virginia	
	Gaithersburg, Maryland		Virginia Railway Express	
	Greenbelt, Maryland		Washington Metropolitan Area Transit Authority	
	Herndon, Virginia	100	Washington Suburban Sanitary Commission	
	Leesburg, Virginia		Winchester, Virginia	
	Loudoun County Sanitation Authority		Winchester Public Schools	
	Loudoun County, Public Schools, VA			
	Loudoun County, Virginia			
	Manassas, Virginia			
	Manassas City Public Schools,			
100	Virginia			
	Manassas Park, Virginia		- New York Control of the Control of	

Complete and return this form with your bid. Contract award may not be made without it.

Bound Tree Medical, LLC

Vendor Name

4400009563