



FAUQUIER COUNTY GOVERNMENT
 Contract # 26-052-C-R
 Riding Fairfax County (Contract 4400009563)
 Bound Tree Medical, LLC

This Agreement is made and entered into this 23rd day of September 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and Bound Tree Medical, LLC, having its principal place of business at 5000 Bradenton Ave, Dublin, Ohio 43016, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide First Aid Supplies.


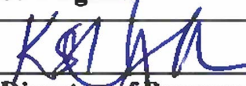
COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing as negotiated and attached.

CONTRACT PERIOD: Date of execution through December 26, 2025.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

1. This signed form;
2. Fauquier County General Terms & Conditions;
3. Fairfax County IFB 20000002832-2 inclusive of all attachments and addendums; and
4. Fairfax County Acceptance Agreement dated April 30, 2025 inclusive of RFP, Contractor's bid, amendments 1 - 9, and all documents incorporated by reference all of which are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	Bound Tree Medical, LLC		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	Manager, Bids & Contracts	Title:	Director of Procurement
Date:	09/22/2025	Date:	9/23/2025

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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- 1. AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
 - 2. COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

- 3. CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
- 4. MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
- 5. LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

 - The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
 - Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
- 6. WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

 - Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case

of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER

TITLE

BID/PROPOSAL DUE DATE AND TIME

VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
- Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph “c” below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - Nothing contained in this section shall be construed to require the Owner, when procuring by “competitive negotiation” (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter’s codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror’s as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such

information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
- Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 - Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
- To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each subtier contractor performing under the primary contract-. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
 - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
 - b. Termination for Cause: Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the

Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.

41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.

44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.

45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor

within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
 - Name of Article and Stock Number,
 - Quantity Ordered,
 - Quantity Shipped,
 - Quantity Back Ordered,
 - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.

SPECIAL PROVISIONS**1. SCOPE:**

- 1.1. The purpose of this solicitation is to establish a term contract(s) for Medical, First Aid Supplies for the Fire and Rescue Department (FRD) of County of Fairfax, VA on "as needed" bases.

2. BIDDER QUALIFICATIONS:

- 2.1. The Fire and Rescue Department (FRD) Emergency Medical Services (EMS) requires a web-based online ordering system to place all orders for medical – first aid supplies. (refer to the Technical Specifications for more information on this requirement)
- 2.2. Bidders must submit all documents marked "required" on Bonfire through the Fairfax County Bonfire portal for their bid to be deemed responsive. **Bonfire will not allow bids to be submitted unless all required items are completed.**

3. 24-HOUR EMERGENCY NUMBER:

- 3.1. Fairfax County requires that the vendor have a 24-hour "on call" service for emergency situations, voicemail will not be accepted. In the event of a Mass Casualty Incident or other federal, state, or local designated disaster/emergency, this number must provide Fairfax County Fire and Rescue complete access to vendor resources and inventory at any given time during the disaster/emergency. This "on call" service is to be free of charge to the County.

4. PERIOD OF CONTRACT:

- 4.1. The period of this contract shall be one (1) year from date of award.
- 4.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's procurement department. The County reserves the right to renew the contract for four (4) additional one-year periods based on satisfactory contractor performance and if agreeable to all parties.
- 4.3. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this Invitation for Bid is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

5. PRE-BID CONFERENCE:

- 5.1. An optional pre-bid conference will be held on August 12th, 2019 at 10:00 A.M. in the Fairfax County Government Center, 12000 Government Center Parkway, Conference Center Room 7, Fairfax, Virginia. Attendees requiring special services are asked to provide their requirements to the Department of Procurement and Material Management ADA representative at (703) 324-3201 or TTY 711. Please allow two (2) working days in advance of the event to make the necessary arrangements.

Special Provisions

- 5.2. The purpose of the pre-bid conference is to give potential bidders an opportunity to ask questions and to obtain clarification about any aspect of this Invitation for Bid. Bidders may submit any questions pertaining to the IFB, in writing, prior to the pre-bid conference to the contract specialist through the Bonfire portal.

6. BACKGROUND:

- 6.1. This solicitation is to replace the previous contracts for Medical, First Aid Supplies for the Fire and Rescue Department (FRD).
- 6.2. To view the previous solicitation and awarded contracts, visit our contract register at <https://www.fairfaxcounty.gov/cregister/>, and search for "Medical, First Aid Supplies"

7. PRICES AND PRICE ADJUSTMENT:

- 7.1. All prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.
- 7.2. All percentage discounts provided in the Bid Table on Bonfire, and on the Pricing Schedule in the resulting contract, shall remain firm throughout the entire term of the contract.

8. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:

- 8.1. Authorized individuals will place orders for specific quantities of items covered in the resultant contract, as requirements arise. Please refer to the paragraph entitled, METHOD OF ORDERING.
- 8.2. The quantities specified in this solicitation are estimates only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period. Waiver of ten percent (10%) limitation in paragraph 27, General Conditions and Instructions to Bidders, is acknowledged.

9. DELIVERY/TIME OF PERFORMANCE:

- 9.1. Fairfax County requires stock items to be delivered within five (5) calendar days after receipt of order (ARO) and non-stock items within ten (10) calendar days after receipt of order (ARO).
- 9.2. The place of delivery of items ordered under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries will be made to various locations in Fairfax County between the hours of 8:30 A.M. and 2:00 P.M. on regular County business days unless other arrangements have been made.
- 9.3. The County may pick up orders from the vendor when it is in the best interest of the County. In these instances, the Contractor shall release the materials only to the designated representatives of the County Agency authorized to place and pick up orders.
- 9.4. The County may authorize the contractor to expedite parts deliveries through air freight, UPS, transit bus or other method for speedy delivery of critical parts. This authorization will only be granted on an exception basis. The County will pay the cost of special shipping.

Special Provisions

- 9.5. Should any order take longer than the stated delivery time, provided in 9.1, notification must be sent via call or email before the delivery window has expired. County personnel will decide whether to pursue other options to procure the item in an agreeable timeframe or not.
10. **BID ACCEPTANCE PERIOD:**
- 10.1. Any bid in response to this solicitation shall be valid for 90 days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
11. **QUOTATION LIMITATION:**
- 11.1. Bidders shall offer only ONE DISCOUNT for each manufacturer listed on the Bid Table in Bonfire. No alternatives will be accepted, unless requested by the County. If an "or equal" item is to be bid, the bidder must select the brand and model that meets or exceeds the specified item and submit their bid for that item. The submitted "or equal" manufacturer must be able to meet or exceed all items made by manufacturer listed.
12. **PRODUCT INFORMATION:**
- 12.1. If bidding an "or equal," the bidder is responsible for clearly and specifically identifying the manufacturer being offered and enclosing complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the County to determine if the products offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered non-responsive.
13. **INTERPRETATION OF BID:**
- 13.1. Any questions pertaining to this solicitation shall be directed to the procurement official through the Bonfire portal.
14. **SUBMISSION OF BIDS:**
- 14.1. Bids must be received electronically through Fairfax County's online Procurement Portal at: <https://fairfaxcounty.bonfirehub.com>, on or before the Submittal Deadline. Bids will only be accepted through the portal. Fairfax County will not accept bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this IFB. Bid submissions and registration are free of charge. Bidders can register for a free account at: <https://fairfaxcounty.bonfirehub.com>, which will be required when preparing a bid. Documents may be uploaded at any time during the open period. The official time used for receipt of bids/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com.
- 14.2. Each bidder must use the Bid Table functionality provided in the Bonfire portal to submit their bid. For each manufacturer on the Bid Table, bids must show a List Price for each item under that manufacturer, and a percentage discount applicable to all items from that manufacturer. Should a bidder enter more than one discount for a manufacturer, the highest discount will be applied for that manufacturer in its entirety. By executing the Cover Sheet, the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions.
- 14.3. If, at the time of the scheduled bid closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the bid closing will still proceed electronically through the Bonfire system.

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- 14.4. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Good Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.
- 14.5. Bidders are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. The last chance to submit questions to be addressed in addenda is 12:00 pm, five (5) business days before the due date of the solicitation. All addenda MUST be signed and submitted as stated on the addenda in Bonfire. Notice of addenda will be posted on eVA and the DPMM current solicitation webpage, and the Bonfire portal. It is the Bidder's responsibility to monitor the web page for the most current addenda at www.fairfaxcounty.gov/solicitation.
15. **CONTACT FOR ADMINISTRATION:**
- 15.1. In the event a contract is executed with your firm as a result of this solicitation please indicate the person(s) we may contact for prompt contract administration, in the space provided in Attachment A1.
16. **BID EVALUATION/CONTRACT AWARD:**
- 16.1. The County reserves the right to award the contract in the aggregate or by manufacturer, and/or to make a Primary and Secondary award, based on the best interest of the County
- 16.2. **Sample line items listed on the Bid Tab are for evaluation purposes only and do not indicate the items or quantities that the County may purchase on the resulting contract.**
- 16.3. Where basis of award is "discount from List", the Price List Sheets shall be the current Vendor's Retail Price Sheet. Each Bidder shall quote the percentage of discount from the Price List cited above. The percentage discount, bid by each bidder, must be a single percentage discount applicable to all items available through the manufacturer being bid on. The percentage discounts shall remain firm for the duration of the contract.
- 16.4. Each bidder shall submit login information to their web ordering portal (refer to the Technical Specifications regarding requirements for the web portal). The List Price given on the Bid Table and the Discounted Price calculated by Bonfire on the Bid Tab must match the pricing found in the Web Portal using the login information provided. If County staff cannot verify the item or pricing on the Web Portal the bid may be considered nonresponsive for that line and manufacturer.
- 16.5. The County would also like to receive Pricing and information about each bidder's custom kitting offerings. This information will not be evaluated to determine contract award. However, should a successful bidder offer custom kitting at a price agreeable to the County, the County may also award the successful bidder custom kitting. Custom kitting pricing/information should be submitted under Requested Information in Bonfire.

Special Provisions**17. CONTRACT INSURANCE PROVISIONS**

17.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

17.2. The Contractor shall, during the continuance of all work under the contract provide the following:

a. Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subContractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work.

The General Liability insurance shall include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the contract.

c. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

d. Contractor agrees to maintain Contractors Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to insure against loss due to liability imposed upon an owner/Contractor for acts arising out of the operations of independent Contractors/subcontractors or out of an owner's/Contractor's supervisory activity.

e. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or sub-contractor's work under this contract, or

Special Provisions

2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- f. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - g. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
 - h. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
 - i. Hold-harmless and Indemnification: Article 57 of the General Conditions and Instructions to Bidders shall apply where DPSM form is used. If not, following paragraph shall be inserted:

"The Contractor hereby agrees to indemnify and hold harmless Fairfax County, Virginia, its officers, agents and all employees and volunteers, from any and all claims for bodily injury, and personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from errors, omissions, or negligent acts of the Contractor, his subcontractors and their agents and employees".
 - j. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
 - k. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
 - l. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- 17.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
 - 17.4. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.

Special Provisions

- 17.5. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
 - 17.6. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
 - 17.7. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - 17.8. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Contract.
 - 17.9. The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
18. **METHOD OF ORDERING:**
- 18.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
 - 18.2. A Purchase Order (PO) may be issued to the Contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
 - 18.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently a MasterCard. Contractors are encouraged to accept this method of receiving orders.
 - 18.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
 - 18.5. Orders may be placed orally by authorized employees of the County identifying themselves with their name and a credit card order number. The Contractor may contact agency personnel listed on the Purchase Order to verify the authorization of the employee placing the call.
 - 18.6. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

Special Provisions**19. CATALOGS AND PRICE SHEETS:**

19.1. These awards are made on the basis of percentage discount. The successful bidder is responsible for making current catalogs and price lists available via the online web portal. Should the successful bidder provide any price lists or catalogs in print, the successful bidder's name and address shall appear on all catalogs and price lists. Where a price list shows more than one column of prices, the Contractor shall clearly mark the column, which represents the gross prices charged the County, and those prices must agree with the bidders original bid. Pricing sheets, both online and in print, are to be updated no more than once every 365 days.

20. CORRESPONDENCE:

20.1. All communications between the parties relating to material contractual issues shall be through the Contract Specialist and must be in writing to be deemed binding.

21. ADDITIONS/DELETIONS:

21.1. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

22. CANCELLATION OF ORDERS:

22.1. Purchases made under this contract are for readily available supplies. Time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this contract.

23. SALES/DELIVERY TICKETS:

23.1. Orders placed under this contract for delivery placed by PO, Procurement Card or for pick up by an authorized representative, shall be supported by the Contractor's Sales/Delivery Ticket. The Contractor's Sales/Delivery Ticket shall contain the following information:

1. Contractor's Name,
2. Purchase Order Number and Contract Number,
3. Date of Purchase,
4. Itemized list of supplies furnished,
5. Quantity, list price, discount and extension of each item, and total, in accordance with the Contract,
6. Name of authorized representative ordering the supplies,
7. Name of Fairfax County Agency receiving the supplies,
8. Name of facility or address of where supplies are being delivered.

23.2. In all instances, the Contractor will prepare a Sales/Delivery Ticket, whether delivery is made by the Contractor or pick up is made by a Fairfax County representative at the Contractor's place of business. The Contractor's Sales/Delivery Ticket will be signed, by the Fairfax County representative, with a copy being retained by the Contractor.

Special Provisions24. **INVOICING PROCEDURE:**

- 24.1. The Contractor shall submit a Summary Invoice once each month, listing the Sales/Delivery Ticket numbers covering deliveries made during the monthly billing period and submitted to the BILL TO address shown on the Purchase Order. The invoice must be accompanied by one copy of each signed Sales/Delivery Ticket.
- 24.2. The invoice shall contain the applicable Purchase Order number and the name of the Agency receiving the supplies. Payment will be made once each month.

25. **EMERGENCY PURCHASES:**

- 25.1. Should the Contractor be unable to furnish the required item within the period of time specified in the contract the County reserves the right to make emergency purchases from other sources.

26. **ORDER OF PRECEDENCE:**

- 26.1. In the event of conflict, the Acceptance Agreement and the Special Provisions of this solicitation shall take precedence over the General Conditions and Instructions to Bidders or any other contract document.

27. **SUBCONTRACTING:**

- 27.1. If one or more subcontractors are required, the Contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.sbsd.virginia.gov>; local chambers of commerce and other business organizations.
- 27.2. Should a successful bidder utilize a third party, for any of the services awarded by this solicitation, it is the bidder's responsibility to ensure that the third party follows all the requirements listed herein and notify the County that a third party is being used.

28. **USE OF CONTRACT BY OTHER PUBLIC BODIES:**

- 28.1. Reference Paragraph 70, General Conditions and Instructions to Bidders, Cooperative Purchasing: Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid. (See Attachment A for sample listing).
- 28.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 28.3. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.

Special Provisions

- 28.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 28.5. Fairfax County shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.
29. **NEWS RELEASES BY VENDORS:**
- 29.1. As a matter of policy, the County does not endorse the products or services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.
30. **AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**
- 30.1. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 30.2. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government Contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
31. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**
- 31.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

TECHNICAL SPECIFICATIONS FOR WEB BASE ORDERING SYSTEM

The Fire and Rescue Department (FRD) Emergency Medical Services (EMS) ordering system must be fully web-based and completely separate and independent of Fairfax County Government Information Technology network systems. No software can be loaded on Fairfax County Government workstations or servers.

The bidder must provide an online ordering system that provides, but is not limited to, the following:

- a. A user-friendly online ordering system that allows a limited number of authorized users, approximately 70, to place orders.
- b. Specific products that the County can add to or remove from as desire to meet the department needs.
- c. The ability for users to gather information and prepare reports to include, but not limited to:
 - Track trends of specific locations/stations order history (i.e. a given fire rescue station) over a specific period of time.
 - Totals of a specific products use over selected period of time.
 - Product sales in ascending order.
 - Monthly, yearly, and/or quarterly expenditure reports by work location.
 - Exporting reports to another database.
 - Backorder
- d. Have an online catalog with clear description and photographs of merchandise that is provided by this contract.
- e. Clear description of how product is packaged and sold as (i.e. sold by the pack or sold by the roll).
- f. Have an "approval" process where designed FRD users sign on to review pending orders and then authorize for processing by vendor (multi-authorize level).
- g. Show the unit and total price for each order.
- h. Permit administrator to specify a given, limited number of FRD users with separate user IDs and passwords.
- i. Permit administrator to specify maximum quantities that can be ordered for a given item on a single order.
- j. The system will also provide time and dates of when merchandise was ordered, shipped and received by purchaser.
- k. The ability to retrieve invoice history (payment).

The above specifications are minimum requirements, bidder may submit additional options and they will be considered.



County of Fairfax, Virginia

ADDENDUM

Date: August 19, 2019

ADDENDUM NO. 1

TO: ALL PROSPECTIVE BIDDERS
REFERENCE: IFB2000002832
TITLE: First Aid Supplies
DUE DATE/TIME: August 29, 2019 @ 10:00 A.M.

The referenced invitation for bid is amended as follows:

- 1) Refer to Attachment A for responses to the questions from the pre-bid conference held on Monday August 12, 2019 at 10:00 A.M., as well as, additional questions received via email from vendors.
- 2) Refer to Attachment B for the Bid Tab from the previous solicitation.

All other terms and conditions remain the same.

Guyler Justus, VCA
Contract Specialist I

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT INVITATION FOR BID:

Name of Firm

(Signature)

(Date)

ONE SIGNED COPY OF ADDENDUM SHOULD BE RETURNED PRIOR TO THE DUE DATE/TIME OR MUST ACCOMPANY BID.

Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE ORIGINAL BID DOCUMENT. THE ORIGINAL BID DOCUMENT MUST BE SIGNED.

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228

Pre-Bid Questions and Answers

- Q1) Can you provide a copy of the previous solicitation's Bid Tab?
- A1) Yes, see Attachment B.**
- Q2) How will Bonfire score the bids, are you willing to share the scoring process?
- A2) Bidders are to provide a list price and a percentage discount for all items that they are bidding on. From this information, Bonfire will calculate a discounted price by multiplying the list price by the percentage discount and a total cost for the sample item by multiplying the discounted price by the quantity required. The County will then use the aggregate total for all sample items under a manufacturer to determine award of that manufacturer.**
- Q3) Is someone able to only bid one section and receive an award?
- A3) Bidders must bid on all sample items under a manufacturer to be considered for award for that manufacturer (the percentage discount must be a single percentage discount applicable to all items available through the manufacturer per section 16.3). If the County chooses to award by manufacturer, a bidder that successfully bids on only one manufacturer would still be able to be considered for award.**
- Q4) Will there be a primary and secondary award?
- A4) Per section 16.1, the County reserves the right to award a primary and secondary award based on the best interest of the County.**
- Q5) What happens if a bidder does not provide information for the web portal?
- A5) The web portal is a requirement of this solicitation. Should a bidder not be able to provide a web portal or if the web portal information provided does not meet the requirements listed in the Technical Specifications, the bidder will not be considered for award.**
- Q6) Does the sample login have to work?
- A6) The sample login provided by bidders must work and the County must be able to validate that the portal meets the requirements specified in the Technical Specifications in order to be considered for award.**
- Q7) Do bidders have to create a dummy account?
- A7) The portal information provided by bidders can be a "dummy account." However, the portal must meet the requirements listed in the Technical Specifications and the information listed on the portal must be current and match the information provided on the bidders bid (ref. section 16.4).**
- Q8) Are bidders able to request a change in the percentage discount?
- A8) No, per section 7.2, percentage discounts shall remain firm throughout the entire term of the contract.**

Additional Questions Received via Email

- Q9) What is the total spend or amount budgeted for 2000002832?
- A9) FRD anticipates spending around \$3 Million per year.**
- Q10) Are you able to provide the sizes of the items 48-1 and 48-2?
- A10) The County uses a variety of sizes but for evaluation purposes we will use the below sizes:
48-1, Nasopharyngeal Airways – 24 French
48-2, Endotracheal Tube Cuffed – 7.0**
- Q11) What are the specifications for the O2 Regulators?
- A11) Brass construction with an aluminum shroud.**
- Q12) What size of the O2 cylinders requested?
- A12) FRD buys size D and E cylinders. For evaluation we will use an aluminum cylinder size D.**

IFB2000001082
Medical, First Aid Supplies
April 16, 2014 @ 2:00 P.M.

Item No.	Vendor Name	Description	Percentage Discount	Delivery		Terms
				Stock	Non-Stock	
		SECTION I -				
1		MANUFACTURER: Emergent Respiratory				
	Bound Tree Medical, LLC		25%	2-3 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	Midwest Medical Supply Co., LLC		No Bid			
	QuadMed, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
2		MANUFACTURER: Allied Health Care				
	Bound Tree Medical, LLC		35%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC	MERET	25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		18%	3 Days ARO	7 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Atlantic Safety Products, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	QuadMed, Inc.		No Bid			
3		MANUFACTURER: Precision Medical				
	Bound Tree Medical, LLC		40%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		9%	5 Days ARO	18 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
4		MANUFACTURER: Pulmodyne				
	Bound Tree Medical, LLC		40%	2-3 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Atlantic Safety Products, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
	Henry Schein Inc.		No Bid			
	Midwest Medical Supply Co., LLC		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	QuadMed, Inc.		No Bid			
5		MANUFACTURER: Adscope				
	Bound Tree Medical, LLC		45%	2-3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		29%	3 Days ARO	7 Days ARO	Net 30
	QuadMed, Inc.		25%	3 Days ARO	5 Days ARO	Net 30
	Midwest Medical Supply Co., LLC	ADC	25%	3 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
6		MANUFACTURER: Ambu				
	Bound Tree Medical, LLC		40%	2-3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		29%	3 Days ARO	7 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	7 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	QuadMed, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
7		MANUFACTURER: ITEC				
	Bound Tree Medical, LLC		35%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		22%	3 Days ARO	7 Days ARO	Net 30
	QuadMed, Inc.		14%	5 Days ARO	5 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			

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 Medical, First Aid Supplies
 April 16, 2014 @ 2:00 P.M.

Item No.	Vendor Name	Description	Percentage Discount	Delivery		Terms
				Stock	Non-Stock	
8		MANUFACTURER: Medical Devices International				
	Bound Tree Medical, LLC		43%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		22%	3 Days ARO	7 Days ARO	Net 30
	David Horton Logistics		1%	27 Days ARO	41 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	QuadMed, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
9		MANUFACTURER: SSCOR				
	Bound Tree Medical, LLC		28%	2-3 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	Midwest Medical Supply Co., LLC		No Bid			
	QuadMed, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
10		MANUFACTURER: BCS				
	Bound Tree Medical, LLC		35%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		8%	3 Days ARO	5 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
11		MANUFACTURER: WelchAllyn				
	Bound Tree Medical, LLC		32%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		22%	3 Days ARO	7 Days ARO	Net 30
	QuadMed, Inc.		16%	3 Days ARO	5 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
12		MANUFACTURER: Nonin				
	Bound Tree Medical, LLC		30%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		22%	3 Days ARO	7 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	QuadMed, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
13		MANUFACTURER: Covidien				
	Bound Tree Medical, LLC		35%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		25%	3 Days ARO	8 Days ARO	Net 30
	Henry Schein Inc.		22%	3 Days ARO	7 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
14		MANUFACTURER: MediSense				
	Bound Tree Medical, LLC		40%	2-3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		35%	3 Days ARO	5 Days ARO	Net 30
	Henry Schein Inc.		29%	3 Days ARO	7 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			

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April 16, 2014 @ 2:00 P.M.

Item No.	Vendor Name	Description	Percentage Discount	Delivery		Terms
				Stock	Non-Stock	
15		MANUFACTURER: DigitCare				
	Bound Tree Medical, LLC		41%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		22%	3 Days ARO	7 Days ARO	Net 30
	QuadMed, Inc.		14%	5 Days ARO	5 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
Atlantic Safety Products, Inc.		No Bid				
16		MANUFACTURER: Baxter Healthcare				
	Bound Tree Medical, LLC		45%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC	B Braun	25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		22%	3 Days ARO	7 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	QuadMed, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
Atlantic Safety Products, Inc.		No Bid				
17		MANUFACTURER: Roche Diagonistic				
	Bound Tree Medical, LLC		42%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		22%	3 Days ARO	7 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	QuadMed, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
Atlantic Safety Products, Inc.		No Bid				
18		MANUFACTURER: Sager				
	Bound Tree Medical, LLC		40%	2-3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		22%	3 Days ARO	7 Days ARO	Net 30
	QuadMed, Inc.		12%	5 Days ARO	5 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Midwest Medical Supply Co., LLC		No Bid			
	Ferno Washington, Inc.		No Bid			
Atlantic Safety Products, Inc.		No Bid				
19		MANUFACTURER: Reeves				
	Bound Tree Medical, LLC		40%	2-3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		22%	3 Days ARO	7 Days ARO	Net 30
	QuadMed, Inc.		10%	5 Days ARO	8 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Midwest Medical Supply Co., LLC		No Bid			
	Ferno Washington, Inc.		No Bid			
Atlantic Safety Products, Inc.		No Bid				
20		MANUFACTURER: Kendrick				
	Bound Tree Medical, LLC		42%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC	Basic	25%	3 Days ARO	10 Days ARO	Net 30
	Ferno Washington, Inc.	Red EX Device IE1250	15%	15 Days ARO	30 Days ARO	Net 30
	QuadMed, Inc.		11%	3-5 Days ARO	7-10 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
Atlantic Safety Products, Inc.		No Bid				
21		MANUFACTURER: Iron Duck				
	Bound Tree Medical, LLC		35%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		22%	3 Days ARO	7 Days ARO	Net 30
	QuadMed, Inc.		15%	3-5 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
Atlantic Safety Products, Inc.		No Bid				

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 Medical, First Aid Supplies
 April 16, 2014 @ 2:00 P.M.

Item No.	Vendor Name	Description	Percentage Discount	Delivery		Terms
				Stock	Non-Stock	
22		MANUFACTURER: Ferno				
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Bound Tree Medical, LLC		25%	2-3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		22%	3 Days ARO	7 Days ARO	Net 30
	Ferno Washington, Inc.	Pedi-Mate BB678	15%	15 Days ARO	30 Days ARO	Net 30
	QuadMed, Inc.		12%	5 Days ARO	8 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
23		MANUFACTURER: Sam Medical Products				
	Bound Tree Medical, LLC		37%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC	Basic	25%	3 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	QuadMed, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
24		MANUFACTURER: Teleflex				
	Bound Tree Medical, LLC		43%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		22%	3 Days ARO	7 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	QuadMed, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
25		MANUFACTURER: Neotech				
	Bound Tree Medical, LLC		40%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		22%	3 Days ARO	7 Days ARO	Net 30
	QuadMed, Inc.		14%	3 Days ARO	5 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
26		MANUFACTURER: Green System				
	Bound Tree Medical, LLC		43%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC	Med Source	25%	3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		20%	3 Days ARO	5 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
27		MANUFACTURER: Bemis				
	Bound Tree Medical, LLC		35%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		24%	3 Days ARO	8 Days ARO	Net 30
	Henry Schein Inc.		22%	3 Days ARO	7 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
28		MANUFACTURER: Smiths Medical				
	Bound Tree Medical, LLC		45%	2-3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		41%	2-3 Days ARO	5 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		35%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		22%	3 Days ARO	7 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			

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Item No.	Vendor Name	Description	Percentage Discount	Delivery		Terms
				Stock	Non-Stock	
29		MANUFACTURER: HoverTech International				
	Bound Tree Medical, LLC		20%	2-3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		12%	3-5 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	Midwest Medical Supply Co., LLC		No Bid			
	Ferno Washington, Inc.		No Bid			
Atlantic Safety Products, Inc.		No Bid				
30		MANUFACTURER: Moldex				
	Bound Tree Medical, LLC		35%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC	3M	25%	3 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Henry Schein Inc.	3M	No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	QuadMed, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
Atlantic Safety Products, Inc.		No Bid				
31		MANUFACTURER: BD				
	Bound Tree Medical, LLC		45%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	QuadMed, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
Atlantic Safety Products, Inc.		No Bid				
32		MANUFACTURER: Vidacare				
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	Midwest Medical Supply Co., LLC		No Bid			
	QuadMed, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
Bound Tree Medical, LLC		No Bid				
33		MANUFACTURER: Physio Control				
	Bound Tree Medical, LLC		30%	2-3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		10%	5 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	Midwest Medical Supply Co., LLC		No Bid			
	Ferno Washington, Inc.		No Bid			
Atlantic Safety Products, Inc.		No Bid				
34		MANUFACTURER: Masimo				
	Bound Tree Medical, LLC		35%	2-3 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	Midwest Medical Supply Co., LLC		No Bid			
	QuadMed, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
Atlantic Safety Products, Inc.		No Bid				
35		MANUFACTURER: EP&R				
	Bound Tree Medical, LLC		42%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		22%	3 Days ARO	5 Days ARO	Net 30
	David Horton Logistics		1%		45 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
Atlantic Safety Products, Inc.		No Bid				

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Item No.	Vendor Name	Description	Percentage Discount	Delivery		Terms
				Stock	Non-Stock	
36		MANUFACTURER: King Systems/Bought by AMBU				
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Bound Tree Medical, LLC		20%	2-3 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	17 Days ARO	21 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	QuadMed, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
37		MANUFACTURER: Lighting Storm				
	Atlantic Safety Products, Inc.		37%	4 Days ARO	10 Days ARO	Net 30
	Bound Tree Medical, LLC	Medstorm Triton Grip EC	36%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC	Digitcare Defender 12"	25%	3 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%			Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	QuadMed, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
SECTION II - PERCENTAGE DISCOUNT FROM OTHER MANUFACTURERS:						
38		MANUFACTURER: Pyng Medical				
	Bound Tree Medical, LLC		35%	2-3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		12%	5 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	Midwest Medical Supply Co., LLC		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
39		MANUFACTURER: American Diagnostic Corp.				
	Bound Tree Medical, LLC		50%	2-3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		29%	3 Days ARO	7 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		22%	5 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
40		MANUFACTURER: RUSCH - Now Teleflex				
	Bound Tree Medical, LLC		43%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		21%	3 Days ARO	7 Days ARO	Net 30
	QuadMed, Inc.		12%	5 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
41		MANUFACTURER: Wolf Tory Medical Inc. - Now Teleflex				
	Bound Tree Medical, LLC		43%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		21%	3 Days ARO	7 Days ARO	Net 30
	QuadMed, Inc.		15%	5 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
42		MANUFACTURER: Sun Med				
	Bound Tree Medical, LLC		43%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		21%	3 Days ARO	7 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	QuadMed, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			

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Item No.	Vendor Name	Description	Percentage Discount	Delivery		Terms
				Stock	Non-Stock	
43		MANUFACTURER: Nellcor - Now Covidien				
	Bound Tree Medical, LLC		35%	2-3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		31%	5 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		21%	3 Days ARO	7 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
44		MANUFACTURER: Phillips				
	Bound Tree Medical, LLC		30%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		15%	5 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
45		MANUFACTURER: Laerdal				
	Henry Schein Inc.		25%	3 Days ARO	7 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Bound Tree Medical, LLC		15%	2-3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		8%	5 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
46		MANUFACTURER: Cardinal Health				
	Bound Tree Medical, LLC		42%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		12%	5 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
47		MANUFACTURER: Propak				
	Bound Tree Medical, LLC		35%	2-3 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	Midwest Medical Supply Co., LLC		No Bid			
	QuadMed, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
48		MANUFACTURER: 3M Healthcare				
	Bound Tree Medical, LLC		45%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		21%	3 Days ARO	7 Days ARO	Net 30
	QuadMed, Inc.		17%	5 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
49		MANUFACTURER: E-Value Med - Now Curaplex				
	Bound Tree Medical, LLC		42%	2-3 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	Midwest Medical Supply Co., LLC		No Bid			
	QuadMed, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			

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Item No.	Vendor Name	Description	Percentage Discount	Delivery		Terms
				Stock	Non-Stock	
50		MANUFACTURER: Dynarex Corp				
	Bound Tree Medical, LLC		45%	2-3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		30%	5 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		21%	3 Days ARO	7 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
51		MANUFACTURER: Kimberly Clark				
	Bound Tree Medical, LLC		38%	2-3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		29%	5 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		25%	3 Days ARO	7 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
52		MANUFACTURER: MicroFlex				
	Bound Tree Medical, LLC		35%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		25%	3 Days ARO	7 Days ARO	Net 30
	QuadMed, Inc.		20%	5 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
53		MANUFACTURER: Bay Corp				
	Bound Tree Medical, LLC		35%	2-3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		30%	5 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	Midwest Medical Supply Co., LLC		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
54		MANUFACTURER: Dukal Corp				
	Bound Tree Medical, LLC		42%	2-3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		30%	5 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		21%	3 Days ARO	7 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
55		MANUFACTURER: Dynarex				
	Bound Tree Medical, LLC		45%	2-3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		30%	5 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		21%	3 Days ARO	7 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
56		MANUFACTURER: Simulaids				
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		21%	3 Days ARO	7 Days ARO	Net 30
	Bound Tree Medical, LLC		20%	2-3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		18%	5 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			

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Item No.	Vendor Name	Description	Percentage Discount	Delivery		Terms
				Stock	Non-Stock	
57		MANUFACTURER: Kendall Health - Now part of Covidien				
	Bound Tree Medical, LLC		35%	2-3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		31%	5 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		21%	3 Days ARO	7 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
58		MANUFACTURER: Medline Industries				
	Bound Tree Medical, LLC		42%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		21%	3 Days ARO	7 Days ARO	Net 30
	QuadMed, Inc.		14%	5 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
59		MANUFACTURER: Morris Medical				
	Bound Tree Medical, LLC		45%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		21%	3 Days ARO	7 Days ARO	Net 30
	QuadMed, Inc.		20%	5 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
60		MANUFACTURER: Nasco International				
	Bound Tree Medical, LLC		30%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		21%	3 Days ARO	7 Days ARO	Net 30
	QuadMed, Inc.		18%	5 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
61		MANUFACTURER: Pelican Products				
	Bound Tree Medical, LLC		42%	2-3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		32%	5 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
62		MANUFACTURER: TW Medical				
	Bound Tree Medical, LLC		38%	2-3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		21%	3 Days ARO	7 Days ARO	Net 30
	QuadMed, Inc.		10%	5 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Midwest Medical Supply Co., LLC		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
63		MANUFACTURER: Aseptic Control				
	Bound Tree Medical, LLC		35%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		21%	3 Days ARO	7 Days ARO	Net 30
	QuadMed, Inc.		5%	5 Days ARO	20 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			

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Item No.	Vendor Name	Description	Percentage Discount	Delivery		Terms
				Stock	Non-Stock	
64		MANUFACTURER: ConMed				
	Bound Tree Medical, LLC		45%	2-3 Days ARO	10 Days ARO	Net 30
	QuadMed, Inc.		32%	3 Days ARO	7 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		21%	3 Days ARO	7 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
65		MANUFACTURER: Tri-anim Health Service				
	Bound Tree Medical, LLC		45%	2-3 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Henry Schein Inc.		No Bid			
	Nashville Medical & EMS Products, Inc		No Bid			
	Midwest Medical Supply Co., LLC		No Bid			
	QuadMed, Inc.		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
66		MANUFACTURER: Airon CPAP				
	Henry Schein Inc.		21%	3 Days ARO	7 Days ARO	Net 30
	QuadMed, Inc.		18%	3 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Midwest Medical Supply Co., LLC		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
	Bound Tree Medical, LLC		No Bid			
67		MANUFACTURER: NeoTech				
	Bound Tree Medical, LLC		40%	2-3 Days ARO	10 Days ARO	Net 30
	Midwest Medical Supply Co., LLC		25%	3 Days ARO	10 Days ARO	Net 30
	Henry Schein Inc.		21%	3 Days ARO	7 Days ARO	Net 30
	QuadMed, Inc.		12%	3 Days ARO	10 Days ARO	Net 30
	David Horton Logistics		1%	21 Days ARO	24 Days ARO	Net 30
	Nashville Medical & EMS Products, Inc		No Bid			
	Ferno Washington, Inc.		No Bid			
	Atlantic Safety Products, Inc.		No Bid			
	Nashville Medical & EMS Products, Inc	Kentron including Morgan lens, Water Jel, Dynarex, GKR, MEDIQUE	40%	5 Days ARO	14 Days ARO	Net 30
	Bound Tree Medical, LLC	5.11 Tactical	20%	2-3 Days ARO	10 Days ARO	Net 30
		North American Rescue	35%	2-3 Days ARO	10 Days ARO	Net 30



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date of Award:

DEC 27 2019

Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

Attention: Rhiannon Greene, Senior Vice President

Reference: IFB 2000002832; First Aid Supplies

Acceptance Agreement

Contract Number: 4400009563

This acceptance agreement signifies a contract award for First Aid Supplies, as follows:


Awarded: Line Items 1 – 24, and 26 – 51

The period of the contract shall be One (1) Year from Date of Award, with four (4) additional one-year renewals.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Terms and Conditions of IFB 2000002832, and all Addenda; and
- 3) Your Bid dated August 28, 2019.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions, Section 17 within 10 days after receipt of this letter. All questions regarding this contract shall be directed to the Contract Specialist, Ryan Justus at 703-324-2719 or via email at guylar.justus@fairfaxcounty.gov.



Cathy A. Muse, CPPO
Director/County Purchasing Agent



Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228



County of Fairfax, Virginia

NOTICE OF AWARD

Date of Award:

DEC 27 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)

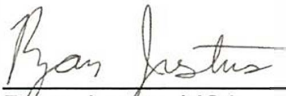
Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/procurement
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: guylar.justus@fairfaxcounty.gov

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 %	Bound Tree 4400009563
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 %	
13.	Curaplex (Incl. Evalve Med and Tri-Anim Health Services)	46 %	
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 %	Bound Tree 4400009563
27.	Medline Industries	47.25 %	
28.	Medsource Int.	36.75 %	
29.	Medtronic (Incl. Covidien, Kendall, and Nellcor)	36.75 %	
30.	Meret Oxygen Products	26.25 %	
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 %	Bound Tree 4400009563
35.	NeoTech	42 %	
36.	North American Rescue	37 %	
37.	Owens and Minor	18.9 %	
38.	Parent Production	46 %	
39.	Pelican Products	44.1 %	
40.	Persys	29.4 %	
41.	Simulaid	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:

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

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

Bound Tree Medical, LLC

Vendor Name

4400009563



County of Fairfax, Virginia

AMENDMENT

AMENDMENT NO. 2

OCT 20 2020

CONTRACT TITLE: First Aid Supplies

CONTRACTOR

Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

SUPPLIER CODE

1000011594

CONTRACT NO.

4400009563

By mutual agreement, the above contract is amended to renew for one (1) year effective December 27, 2020 through December 26, 2021 at existing prices, terms, and conditions. This is the first of four renewal options

Please provide a current Certification of Insurance (COI) in Accordance with the CONTRACT INSURANCE PROVISIONS, Special Provisions, Paragraph 17, within ten (10) days after receipt of the executed amendment.

ACCEPTANCE:

BY:  _____
(Signature)

Sr. VP Pricing & MIS

(Title)

Rhiannon Greene

(Printed)

10/6/2020

(Date)



Cathy A. Muse, CPPO
Director/County Purchasing Agent

for

DISTRIBUTION:

DOF – Accounts Payable/e

FRD – Jason Stanley/e

FRD – Bruce Webb/e

Contractor – Christopher.fyffe@boundtree.com

Contract Specialist – Ryan Justus

ACS, Team 1 – Cynthia Parker

DPMM, Supplier Diversity – Chris McGough/e

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/procurement

Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



County of Fairfax, Virginia

AMENDMENT

MAR 26 2020

AMENDMENT NO. 1

CONTRACT TITLE: First Aid Supplies

CONTRACTOR

Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

SUPPLIER CODE

1000011594

CONTRACT NO.

4400009563

By mutual agreement, the above contract is hereby amended to add the following items to the Pricing Schedule, effective immediately:

Item No.	Manufacturer	Percentage (%) Discount
52.	AMBU	20%
53.	B. Braun Medical	30%
54.	Baxter	27%
55.	Becton Dickinson	28%
56.	Combat Medical	25%
57.	Masimo	25%
58.	Pharmaceuticals	15%
59.	Pulmodyne	30%
60.	Smiths Medical	29%
61.	SSCOR	18%
62.	Stryker	30%

These items are added for emergency purposes only and will remain a part of the contract until the Center for Disease Control declares that the COVID-19 pandemic is over.

All other prices, terms and conditions remain the same.

Please provide a current Certification of Insurance (COI) in Accordance with the CONTRACT INSURANCE PROVISIONS, Special Provisions, Paragraph 17, within ten (10) days after receipt of the executed amendment.

(Acceptance required on following page →)

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/procurement
Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228

ACCEPTANCE:

BY: 

(Signature)

Manager, Bids & Contracts

(Title)

Christopher Fyffe


(Printed)

03/26/2020

(Date)



Steve Pierson, CPPB
Contracts Manager



Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

DOF – Accounts Payable/e
FRD – Jason Stanley/e
FRD – Bruce Webb/e
Contractor – Christopher.fyffe@boundtree.com

Contract Specialist – Ryan Justus
ACS, Team 1 – Cynthia Parker
DPMM, Supplier Diversity – Chris McGough/e



County of Fairfax, Virginia

AMENDMENT

AMENDMENT NO. 3

Date: August 2, 2021

CONTRACT TITLE: First Aid Supplies

CONTRACTOR

Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

SUPPLIER CODE

1000011594

CONTRACT NO.

4400009563

By mutual agreement, the above contract is hereby amended to add the following items to the Pricing Schedule, effective immediately:

Item No.	Manufacturer	Percentage (%) Discount
63.	Arkray	28%
64.	EMS Innovations	25%
65.	Nonin	22%
66.	Zoll	22%

All other prices, terms and conditions remain the same.

Please provide a current Certification of Insurance (COI) in Accordance with the CONTRACT INSURANCE PROVISIONS, Special Provisions, Paragraph 17, within ten (10) days after receipt of the executed amendment.

ACCEPTANCE:

BY:



(Signature)

SVP Mark Kotay

(Title)

Corey Case

(Printed)

7/27/21

(Date)

DocuSigned by:

Steve Pierson

9BE821303D064CD...

for

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

DOF – Accounts Payable/e
FRD – Jason Stanley/e
FRD – Bruce Webb/e

Contract Specialist – Krystyna Watts
ACS, Team 1 – Cynthia Parker
Contractor – Chris.bergeron@boundtree.com

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
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Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



County of Fairfax, Virginia

AMENDMENT

AMENDMENT NO. 4

Date: 10/08/2021

CONTRACT TITLE: First Aid Supplies

CONTRACTOR

Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

SUPPLIER CODE

1000011594

CONTRACT NO.

4400009563

By mutual agreement, the above contract is amended to renew for one (1) year effective December 27, 2021 through December 26, 2022 at existing prices, terms, and conditions. This is the second of four renewal options

Please provide a current Certification of Insurance (COI) in Accordance with the CONTRACT INSURANCE PROVISIONS, Special Provisions, Paragraph 17, within ten (10) days after receipt of the executed amendment.

ACCEPTANCE:

BY:



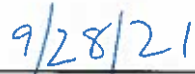
(Signature)



(Title)



(Printed)



(Date)

DocuSigned by:



2F76AAE54173435

for

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

DOF – Accounts Payable/e

FRD – Jason Stanley/e

FRD – Bruce Webb/e

Contractor – Christopher.fyffe@boundtree.com

Contract Specialist – Krystyna Watts

ACS, Team 1 – Cynthia Parker

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/procurement

Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



County of Fairfax, Virginia

AMENDMENT

AMENDMENT NO. 5

Date: June 24, 2022

CONTRACT TITLE: First Aid Supplies

CONTRACTOR
Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016


SUPPLIER CODE
1000011594

CONTRACT NO.
4400009563

By mutual agreement, the above contract is amended to renew for one (1) year effective December 27, 2022 through December 26, 2023 at existing prices, terms, and conditions. This is the third of four renewal options.

Please provide a current Certification of Insurance (COI) in Accordance with the CONTRACT INSURANCE PROVISIONS, Special Provisions, Paragraph 17, within ten (10) days after receipt of the executed amendment.


ACCEPTANCE:

BY: 
(Signature)

President
(Title)

Rob Meriweather
(Printed)

06/22/2022
(Date)

DocuSigned by:

2F76AAE54173435...

for Lee Ann Pender, CPPB
Director/County Purchasing Agent

DISTRIBUTION:

DOF – Accounts Payable/e
FRD – Jason Stanley/e
FRD – Bruce Webb/e
Contractor – Christopher.fyffe@boundtree.com

Contract Specialist – Krystyna Watts
ACS, Team 1 – Chan Park



County of Fairfax, Virginia

AMENDMENT

Date: 9/20/2023

AMENDMENT NO. 6

CONTRACT TITLE: First Aid Supplies

CONTRACTOR
Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

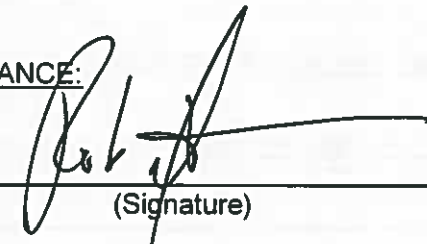
SUPPLIER CODE
1000011594

CONTRACT NO.
4400009563

By mutual agreement, the above contract is amended to renew for one (1) year effective December 27, 2023 through December 26, 2024 at existing prices, terms, and conditions. This is the fourth of four renewal options.

Please provide a current Certification of Insurance (COI) in Accordance with the CONTRACT INSURANCE PROVISIONS within ten (10) days after receipt of the executed amendment.

ACCEPTANCE:

BY: 

(Signature)

Rob Meriweather

(Printed)

President, EP

(Title)

09/12/2023

(Date)

DocuSigned by:



For Lee Ann Pender, CPPB
Director/County Purchasing Agent

DISTRIBUTION:

DOF – Accounts Payable/e
FRD – Jason Stanley/e
FRD – Bruce Webb/e
Contractor – Christopher.fyffe@boundtree.com

Contract Specialist – Chan Park
ACS, Team 1 –



County of Fairfax, Virginia

AMENDMENT

Date: 10/6/2023

AMENDMENT NO. 7

CONTRACT TITLE: First Aid Supplies

CONTRACTOR

Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

SUPPLIER CODE

1000011594

CONTRACT NO.

4400009563

By mutual agreement, the above contract is hereby amended to add the following items to the Pricing Schedule, effective immediately:

Item No.	Manufacturer	Percentage (%) Discount
67.	Qinflow	5%
68.	Sam Medical	20%

All other prices, terms and conditions remain the same.

Please provide a current Certification of Insurance (COI) in Accordance with the CONTRACT INSURANCE PROVISIONS, Special Provisions, Paragraph 17, within ten (10) days after receipt of the executed amendment.

ACCEPTANCE:

BY: 
(Signature)

Chief Marketing Officer
(Title)

Corey Case
(Printed)

10/5/2023
(Date)

DocuSigned by:



0BE924303D064CD...

for Lee Ann Pender, CPPB
Director/County Purchasing Agent

DISTRIBUTION:

DOF – Accounts Payable/e
FRD – Jason Stanley/e
FRD – Bruce Webb/e

Contract Specialist II – Sehresh Tanweer
ACS, Team 1
Contractor – Chris.bergeron@boundtree.com

DS



Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



County of Fairfax, Virginia

AMENDMENT

Date: 1/11/2024

AMENDMENT NO. 8

CONTRACT TITLE: First Aid Supplies

CONTRACTOR
Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

SUPPLIER CODE
1000011594

CONTRACT NO.
4400009563

By mutual agreement, Contract 4400009563 is amended effective immediately to add Federal grant terms and conditions attached hereto as Exhibit A. Federal funds may be expended under this contract; therefore, the Contractor agrees to the terms and conditions listed in Exhibit A without exception.

ACCEPTANCE:

BY: 

(Signature)

Chief Marketing Officer


(Title)

Corey Case

(Printed)

12/19/2023

(Date)

DocuSigned by:

08E821303D064CD
for Lee Ann Pender, CPPB
Director/County Purchasing Agent

DISTRIBUTION:
DOF – Accounts Payable/e
FRD – Jason Stanley/e
FRD – Bruce Webb/e

Contract Specialist II – Sehresh Tanweer
ACS, Team 1
Contractor – Chris.bergeron@boundtree.com

DS


Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228

Attachment A: Federal Contract Terms and Conditions

As federal funding will be expended under this contractor, the Contractor recognizes that this agreement is subject to Title 2 U.S. Code of Federal Regulations (CFR) Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (the "Uniform Guidance"). The following terms and conditions set forth below are incorporated in the parties' agreement:

- A. **Nondiscrimination** – In performing this contract, CONTRACTOR will not exclude a person from participating in, deny them a benefit of, or discriminate against them because of race, color, religion, national origin, sex, disability, or age. *See* 42 U.S.C.A. § 2000d *et seq.*; 42 U.S.C.A. § 3601 *et seq.*; 42 U.S.C.A. § 6101 *et seq.*; 29 U.S.C.A § 794; 42 U.S.C.A § 12132; and 49 U.S.C.A. § 5332. The CONTRACTOR also agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or age. *See* 29 U.S.C.A. § 623; 42 U.S.C.A. § 12101. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations regarding the subject matter of this clause.
- B. **Recycled Products** - CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- C. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended**—CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations of these standards by the CONTRACTOR must be reported to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).
- D. **Debarment and Suspension.** CONTRACTOR certifies, by execution of Attachment B, that neither it nor any of its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- E. **Byrd Anti-Lobbying Amendment.** CONTRACTOR certifies by execution of Attachment C that it adheres to the federal restrictions on lobbying using federal funds.
- F. **Prohibition on certain telecommunications and video surveillance services or equipment.** CONTRACTOR certifies that equipment, services, or systems used in covered telecommunications equipment and provided to the COUNTY is not produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- G. **Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR § 200.321):** If subcontracts are to be let, the contractor is required to take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Attachment A: Federal Contract Terms and Conditions

H. Program Fraud, False or Fraudulent Statements, and Related Acts

1. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et. seq.* and all appropriate federal agency regulations apply to CONTRACTOR's actions pertaining to this Contract. Upon execution of this Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying CONTRACT. When submitting requests for payment under this Contract, the CONTRACTOR is deemed to certify or affirm the truthfulness and accuracy of any statement made in support of its request for payment. In addition to other penalties that may be applicable CONTRACTOR further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor, to the extent the Federal Government deems appropriate. Finally, CONTRACTOR acknowledges that that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this CONTRACT, the Federal Government reserves the right to impose the additional penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
2. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

I. Interest of Members of Congress

No member of or delegates to the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

J. Protections for Whistleblowers.

1. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following:
 - a. A member of Congress or a representative of a committee of Congress.
 - b. An Inspector General.
 - c. The Government Accountability Office.
 - d. A Treasury employee responsible for contract or grant oversight or management.
 - e. An authorized official of the Department of Justice or other law enforcement agency.
 - f. A court or grand jury; and/or
 - g. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
3. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

K. Domestic Preference

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

Attachment B: Debarment and Suspension

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by the Contractor entering into this Contract.

1. The Contractor certifies, to the best of its knowledge and belief:
 - a. that neither the Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded for the award of Contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration;
 - b. that neither the Contractor nor its Principals have had within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. that neither the Contractor nor its Principals are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. that neither the Contractor nor its Principals have within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Contractor shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time during the period of this Contract, the Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Additionally, where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Contractor rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate this Contract for default.

Printed Name of Representative: Rob Meriweather

Signature/Date:  / 12/22/23

Company Name: Bound Tree Medical, LLC

Address: 5000 Tuttle Crossing Blvd.

City/State/Zip: Dublin, OH,

SAM.gov Unique Entity Identifier (UEI) #: 43016

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Attachment C: Byrd Anti-Lobbying Certification

31 U.S.C. 1352 et seq.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds or than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)
3. The undersigned shall require that the language of this certification be included in the award documents for all contracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONTRACTOR, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Printed Name of Representative: Rob Meriweather

Signature/Date: 
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Company Name: Bound Tree Medical,

Address: LLC

City/State/Zip: 5000 Tuttle Crossing Blvd

SAM.gov Unique Entity Identifier (UEI) #: Dublin, OH 43016

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County of Fairfax, Virginia

AMENDMENT

Date: 11/7/2024

AMENDMENT NO. 9

CONTRACT TITLE: First Aid Supplies

CONTRACTOR
Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016


SUPPLIER CODE
1000011594

CONTRACT NO.
4400009563

By mutual agreement, the above contract is extended for one (1) year effective December 27, 2024 through December 26, 2025 at existing prices, terms, and conditions.

Please provide a current Certification of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS, Special Provisions, Paragraph 17, within ten (10) days after receipt of the executed amendment.

ACCEPTANCE:

BY: 

(Signature)

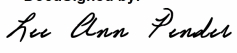
Rob Meriweather

(Printed)

President
(Title)

10/15/2024

(Date)

DocuSigned by:


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Lee Ann Pender, CPPB
Director/County Purchasing Agent

DISTRIBUTION:
DOF – Accounts Payable/e
FRD – Jason Stanley/e
FRD – Samuel Arnold/e
Contractor - Chris.bergeron@boundtree.com

Contract Specialist II – Sehresh Tanweer
ACS, Team 1 – Roxanna Vazquez