



PROCUREMENT DEPARTMENT

Fauquier County Government & Public Schools

320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037

procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

Date: February 19, 2026

Contract No.: 26-095-C-R

Contract Title: Medical Supplies

Modification No.: 001

Contract Modification:

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

- Parties agree that Article 30 under the General Provisions of the General Terms and Conditions & Instructions shall be modified to change the payment terms FROM forty-five (45) days TO thirty (30) days in the first paragraph as well as item b of the Article. The remainder of the Article remains unchanged.

If this modification is agreeable with **Bound Tree Medical, LLC**, please sign below and return to this office immediately.

| | | | |
|---------------|--------------------------------|---------------|--|
| | Bound Tree Medical, LLC | | Fauquier County Government, a political subdivision of the Commonwealth of Virginia |
| By: | Corey Case Corey Case | By: |  |
| Title: | Chief Marketing Officer | Title: | Director of Procurement |
| Date: | 2/23/2026 | Date: | 2/24/2026 |

Signature: Corey Case
Corey Case (Feb 23, 2026 09:03:53 EST)

Email: corey.case@sarnova.com

26-095-C-R Mod 1 Medical Supplies 2-19-26 - Edit

Final Audit Report

2026-02-23

| | |
|-----------------|---|
| Created: | 2026-02-23 |
| By: | Nicholas Darling (nicholas.darling@boundtree.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAABvjknOEwIJ-49BjUH1rUt7FOqv8hL2JB |

"26-095-C-R Mod 1 Medical Supplies 2-19-26 - Edit" History

 Document created by Nicholas Darling (nicholas.darling@boundtree.com)

2026-02-23 - 1:58:39 PM GMT

 Document emailed to corey.case@sarnova.com for signature

2026-02-23 - 1:59:51 PM GMT

 Email viewed by corey.case@sarnova.com

2026-02-23 - 2:02:26 PM GMT

 Signer corey.case@sarnova.com entered name at signing as Corey Case

2026-02-23 - 2:03:51 PM GMT

 Document e-signed by Corey Case (corey.case@sarnova.com)

Signature Date: 2026-02-23 - 2:03:53 PM GMT - Time Source: server

 Agreement completed.

2026-02-23 - 2:03:53 PM GMT



FAUQUIER COUNTY GOVERNMENT
 Contract # 26-095-C-R
 Riding Charles County, MD (Contract 22-42)
Bound Tree Medical, LLC

This Agreement is made and entered into this 24th day of February 2026, 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 Tuttle Crossing Blvd, 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 Medical 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 June 30, 2026 with the option to renew for three (3) one-year renewal periods at the mutual agreement of both parties.

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. Charles County RFP 22-42 inclusive of all attachments and addendums; and
4. Fully executed Contract 22-42 between Charles County Government and Bound Tree Medical, LLC dated July 12, 2022 inclusive of RFP, Contractor's proposal, all renewals and amendments, 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: | Corey Case  | By: |  |
| Title: | Chief Marketing Officer | Title: | Director of Procurement |
| Date: | 2/23/2026 | Date: | 2/24/2026 |

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.

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.

 - a. The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
 - b. 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.
 - c. 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:

 - a. 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.
 - b. 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.



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037

procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.
- B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is T0182560.
- C. Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Bound Tree Medical LLC

Legal Name of Company (as listed on W-9)

Bound Tree Medical, LLC.

Legal Name of Offeror/Bidder

2/23/2026

Date

Authorized Signature

Corey Case - Chief Marketing Officer

Print or Type Name and Title

RETURN THIS PAGE



DEPARTMENT OF FINANCE

Procurement Division

Fauquier County Government & Public Schools
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Telephone (540) 422-8352

Fax (540) 422-8355

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

| Required | Coverage Required | Limits (figures denotes minimum) |
|----------|---|---|
| <u>X</u> | 1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent | 1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory |
| <u>X</u> | 2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent | 2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence |
| <u>X</u> | 3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent | 3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage) |
| — | 4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent | 4. \$1,000,000 (CSL) Each Claim |
| — | 5. Garage Liability | 5. \$1,000,000 CSL Each Occurrence |
| — | 6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent | 6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor |
| — | 7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent. | 7. \$1,000,000 Minimum |
| — | 8. Other Insurance: Cyber Liability as needed | 8. \$1,000,000 Minimum |
| <u>X</u> | 9. Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate) | |
| <u>X</u> | 10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231. | |
| <u>X</u> | 11. The Certificate must state Bid/RFP No. and Bid/RFP Title. | |
| <u>X</u> | 12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract. | |

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Bound Tree Medical, LLC.

 FIRM

[Signature]

 SIGNATURE

Revised 4/8/2021, Proc/HR

RETURN THIS PAGE

CHARLES COUNTY GOVERNMENT
Department of Fiscal & Administrative Services
Purchasing Division
Phone: 301-645-0656



NOTICE TO OFFERORS
REQUEST FOR PROPOSALS NO. 22-42

MEDICAL SUPPLIES

The County Commissioners of Charles County are hereby requesting sealed proposals from qualified contractors to provide medical supplies on an on-call as needed basis. Solicitation documents may be obtained on the County Bid Board located at www.CharlesCountyMD.gov. Click on “Business”, and then “Online Bid Board”.

This solicitation is subject to the Small Local Business Enterprise Program (SLBE), in which registered Charles County SLBE firms responding to this solicitation may receive a preference in accordance with the provisions of the Program. Minority Business Enterprises are encouraged to respond to this solicitation.

The County Commissioners reserve the right to reject any or all proposals and to waive any informality in the proposals received when such waiver is in the best interest of Charles County. Charles County Government is an Equal Opportunity Employer.

Shanna Reese
Chief of Purchasing

Publish one (1) time

Issue of **March 25, 2022**



**CHARLES COUNTY GOVERNMENT (CCG) – PURCHASING DIVISION
REQUEST FOR PROPOSALS (RFP) SUMMARY SHEET**

RFP Number: 22-42

RFP Title: Medical Supplies

Description of Work:

The County Commissioners of Charles County are hereby requesting sealed proposals from qualified firms to provide medical supplies on an as-needed basis.

Date of Issuance:

03/17/2022

Proposal Delivery Address:

Charles County Government, Purchasing Division
Attn: Yaffa Seiden, *Assistant Chief of Purchasing*
200 Baltimore Street, Room #B130
La Plata, MD 20646

Sole Point of Contact /Purchasing Representative Information:

Name & Title: Yaffa Seiden, *Assistant Chief of Purchasing*
Email: SeidenY@CharlesCountyMD.gov

Solicitation Events

Pre-Proposal Meeting: Not Applicable Optional Mandatory Refer to **Part A, Section 1.5.1**

Registration: 03/29/2022 before 12:00 p.m. Eastern Time (ET)

Date & Time: 03/30/2022 @ 10:00 a.m. ET

Location: Virtual

Last Day for Questions: 04/07/2022 before 8:00 a.m. ET Refer to **Part A, Section 1.5.2**

Proposal Due Date: 04/22/2022 before 11:00 a.m. ET Refer to **Part A, Section 1.5.3**

Technical Proposal Submission Package ~ Do Not Include Any Cost Information

Technical Proposal Item Descriptions: Refer to Part A, Section 1.3

Complete Quantities: Four (4) unbound copies & One redacted copy, if redaction requested

| | | |
|------------------------------------|--|--|
| Technical Proposal Package: | <input checked="" type="checkbox"/> Tab 1 – Project Understanding | <input checked="" type="checkbox"/> Tab 5 – Disaster Recovery Plan |
| | <input checked="" type="checkbox"/> Tab 2 – Organizational Structure | <input checked="" type="checkbox"/> Tab 6 – Assumptions & Expectations |
| | <input checked="" type="checkbox"/> Tab 3 – Company Profile | <input checked="" type="checkbox"/> Tab 7 – Existing Users |
| | <input checked="" type="checkbox"/> Tab 4 – Ordering/Software | <input checked="" type="checkbox"/> Tab 8 – Additional Items |

Original Proposal Submission Package

Original Proposal Item Descriptions: Refer to Part A, Section 1.4

Complete Quantities: One unbound original, & One unbound copy, & One redacted copy, if redaction requested

| | | |
|-----------------------------------|--|---|
| Original Proposal Package: | <input checked="" type="checkbox"/> Cost Proposal Form | <input checked="" type="checkbox"/> Proposed Sub-Contractors Form |
| | <input checked="" type="checkbox"/> Reference Form - 5 | <input type="checkbox"/> SLBE Certification Form (if applicable) |
| | <input checked="" type="checkbox"/> Addendum Certification Form | <input type="checkbox"/> Official Letter of SLBE Intent (if applicable) |
| | <input checked="" type="checkbox"/> Non-Collusion Affidavit | <input type="checkbox"/> Licenses and Certifications |
| | <input checked="" type="checkbox"/> MBE Utilization Affidavit Form | <input type="checkbox"/> Bid Bond |

Provision Requirements

Insurance: Refer to **Part C** **Evaluation Details:** Refer to **Part A, Section 2.0**

General Provisions: Refer to **Part A, Section 4.0**

Contract Term: Refer to **Part A, Section 3.2**
Beginning the day, the contract is executed by the County through June 30, 2023, with six (6) one-year optional renewals at the sole option of the County.

Price Adjustment: Yes, Refer to **Part A, Section 3.3** Not Applicable

CCG MBE/SLBE Contact: Economic Development Department at (301) 885-1340 x2202

MBE/SLBE Directory: <http://www.meetcharlescounty.com/local-minority-business-programs/>

MBE Goal: Yes, Aspirational 25% - Refer to **Part A, Section 1.4.2** Not Applicable/Exempt

SLBE Program Applicable: Yes, Refer to **Part A, Section 1.4.3** Not Applicable/Exempt

NOTE: Times and dates are subject to change due to extenuating circumstances, including inclement weather. Offerors may obtain County operating status by calling 301-645-0600 (meeting times cannot be verified at this number) or by referring to County operations status updates on the Charles County Government website at <http://www.CharlesCountyMD.gov>.

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PART C – INSURANCE

PART A – INSTRUCTIONS, PROVISIONS, AND NOTICES

1.0 PROPOSAL INSTRUCTIONS

1.1 PROPOSAL SUBMISSION CONDITIONS

Refer to the *Summary Sheet* for the proposal submission location, due date, and time. Late submission, modification, or withdrawal of proposals after the due date/time will NOT be considered. Offerors are solely responsible for timely delivery of their proposal submission.

Proposals shall be valid and irrevocable for a minimum of one hundred-twenty (120) consecutive calendar days from the due date. An Offeror may submit only (1) proposal in response to this RFP.

If the County is closed for business when proposals are due, for whatever reasons, sealed proposals will be accepted on the next business day the County is open, at the originally scheduled due date and time. Offerors shall monitor the Bid Board for schedule changes issued via addendum.

NOTE: Due to Charles County mail processing, additional time may be necessary for mail delivery. It is the Offeror's sole responsibility to ensure that proposals are submitted timely and to the appropriate location. Acceptable delivery methods are by courier, in-person hand delivered, United States Postal Service, United Parcel Service or Federal Express. Other methods of delivery shall not be accepted.

1.2 PROPOSAL SUBMISSION INSTRUCTIONS & FORMS

Any information identified as "Confidential" shall be noted by reference and appended to the *Proposal Submission*. Each item identified as "Confidential" shall be accompanied by an explanation. Refer to *Part A, Section 3.13*.

Forms listed in the *Summary Sheet* are published separately in an electronically fillable format, which are available with the other solicitation documents on the Charles County Bid Board.

1. RFP 22-42 – Forms – 220317.docx

Forms are available for download from the Charles County Bid Board via the County's website by following these steps:

1. Go to <http://www.CharlesCountyMD.gov/>.
2. Click on "Business".
3. Click on "Online Bid Board".

1.3 TECHNICAL PROPOSAL PACKAGE

Offerors shall submit copies specified on the *Summary Sheet* of the Technical Proposal package in a sealed envelope separate from the Original Proposal package labeled with the Company's name and address and marked "Technical Proposal". Cost information shall not be included in the Technical Proposal.

1.3.1 *Technical Proposal Package Content*

At a minimum, each technical proposal shall include the following items in the stated order; all pages shall be numbered; using font size of eleven (11) point or larger, printed one-sided on 8.5 x 11 size paper, and all the listed components must be included. Do not provide references to other section/tabs, documents or websites for the information required; information should be specifically included in the RFP response. Technical proposals which do not include all components or use the proper format may be considered non-responsive and therefore not reviewed or considered for award.

Provide a Table of Contents with the specified tabs, page numbers, and content below for each tab.

1. Tab 1 – Project Understanding:
Briefly provide a summary of the proposal stating the offeror's understanding of the requirements.
2. Tab 2 – Organizational Structure:
Offerors shall provide an organization chart both graphically and in narrative format, that provides a description of the Offeror's proposed organizational structure for this project. The organizational chart shall depict the relationship of its key personnel roles and other key members of the management team. The organizational chart shall provide the names of the proposed staff for each position on the chart along with their certifications.

3. Tab 3 – Company Profile:
Offerors shall provide a company profile of company locations and services provided at those locations.
4. Tab 4 – Ordering/Software:
 - a) Describe your software technology ordering process such as how users are added, how approvers are set up, and so on.
 - b) Describe the information that is listed in your software solution such as provides list pricing, contract percent discount, extended price, etc.
 - c) Describe your training plan and process.
 - d) Describe ordering process, software solution, etc.
 - e) Describe product delivery process & include the number of calendar days it will take an order to ship for in stock and out of stock (backordered) items.
 - f) Describe product error corrective action plan
 - g) Describe timeline between when orders are placed to when they are delivered & backorder procedures
 - h) Describe reports
 - i) Describe the products available
5. Tab 5 – Disaster Recovery Plan:
Describe your disaster recovery plan. Provide examples when disaster recovery plan was utilized, how long it was used, how it was initiated, etc.
6. Tab 6 – Assumptions & Expectations:
Provide all key assumptions you are making. List all expectations of County involvement for successful execution of your solution.
7. Tab 7 – Existing Users:
Provide a list of existing government entities you are providing similar services for. Include at minimum, the state, city, and time services have been provided. Explain how they align to the requirements listed in this RFP solicitation document.
8. Tab 8 – Additional Items:
Other information you think is important for consideration in the evaluation of proposals.

1.4 ORIGINAL PROPOSAL PACKAGE

Offerors shall copies specified on the *Summary Sheet* of the Original Proposal package in a sealed envelope separate from the Technical Proposal package labeled with the Company's name and address and marked "Original Proposal".

The Original Proposal Package shall include all items identified on the *Summary Sheet*.

1.4.1 Cost Proposal Form

Cost proposals shall be submitted on the *Cost Proposal Form*. All blank spaces of the form shall be fully completed in legible ink or typewritten. All blank spaces of the form shall be fully completed in legible ink or typewritten.

If the Offeror is not bidding on an item on the *Cost Proposal Form*, the Offeror shall notate that by writing "N/A" in the Total Price or Percentage Discount columns.

The Offeror shall provide pricing and percentage discount as specified on the *Cost Proposal Form*. Prices shall include all profit, overhead, shipping, equipment, transportation cost, etc. There shall be no hidden costs. Such pricing shall cover all services and materials to be provided as part of this Contract as specified in this solicitation.

For Section A on the *Cost Proposal Form*, the Offeror shall provide pricing rounded to the nearest whole cent (e.g., \$.01) along with percentage discount rounded to the nearest hundredth (e.g. 25.15%). For Section B on the *Cost Proposal Form*, the Offeror shall provide percentage discounts rounded to the nearest hundredth (e.g. 25.15%).

The *Cost Proposal Form* states the Offeror is or will be licensed to do business in the State of Maryland prior to contract award, and that the Offeror has complied with and takes no exceptions to all requirements of the RFP. The *Cost Proposal Form* must be signed by the company official authorized to enter into binding contracts. Any information identified as "Confidential" shall

be noted by reference and appended to the *Cost Proposal Form*. Each item identified as “Confidential” shall be accompanied by an explanation. Refer to *Part A, Section 3.13*.

1.4.2 Minority Business Enterprise (MBE) Program – MBE Utilization Affidavit Form

This form shall be completed in legible ink or typewritten. “NA” shall be noted on the form if it is Not Applicable.

Charles County Government has established an MBE Program which applies to all formal solicitations. There is an aspirational goal of 25% MBE participation for each project. Certified MBEs are encouraged to respond.

The County recognizes, as Minorities, the following groups: African Americans; American Indians/Native Americans; Asians; Hispanics; Women; Physically or Mentally Disabled persons and Disabled American Veterans. The County will automatically recognize MBE status for any firm certified by the Maryland Department of Transportation (MDOT), Federal 8-A registration or Charles County Government.

The awarded Offeror shall be required to report MBE Utilization to the County post award on the County’s “MBE Utilization – Post Award” form, if they have proposed any MBE usage.

1.4.3 Small Local Business Enterprise (SLBE) Program – SLBE Certification Form & SLBE Letter of Intent – Refer to Summary Sheet Regarding Applicability

If marked “Applicable” on the *Summary Sheet*, this form shall be completed in legible ink or typewritten. “NA” shall be noted on the form if it is Not Applicable.

Charles County Government has established a Small Local Business Enterprise (SLBE) Program, which registered Charles County SLBE firms responding to this solicitation may receive a preference in accordance with the provisions of the Program that may apply to a formal solicitation resulting in an award of less than \$500,000.00 if they:

- Are registered in the Charles County SLBE Program and eligible in all other respects, at the time the firm’s proposal is submitted.
- Complete the required SLBE forms and indicate their SLBE status.
- Are susceptible for award for a contract valued less than \$500,000.00.

Registered Charles County SLBEs must meet all the same requirements of non-SLBE offerors. Firms must have completed the registration process and have achieved full SLBE status by the due date for proposals, in order to receive consideration as a SLBE during the evaluation of proposals.

1.4.4 Reference Form

Offerors shall be required to complete and submit the *Reference Form*. Offerors shall demonstrate at least five (5) years of experience and provide service summaries for a minimum of five (5) representative services over the past five (5) years in each category below. Experience of subcontractors may not be used as experience of the prime. Representative services shall reflect the capabilities of the Offeror serving in a prime capacity. Within each category below please include a variety of references reflecting the Offerors role:

- a) Provided medical supplies on an as needed basis

1.4.5 Addendum Certification Form

Offerors shall be required to complete and submit the Addendum Certification Form. “NA” shall be noted on the form if it is Not Applicable.

1.4.6 Proposed Sub-Contractors Form

Offerors shall be required to complete and submit the Proposed Sub-Contractors Form. “NA” shall be noted on the form if it is Not Applicable.

1.4.7 Non-Collusion Affidavit

Offerors shall be required to complete and submit the Non-Collusion Affidavit Form.

1.5 SOLICITATION EVENTS (AS NOTED APPLICABLE)

1.5.1 Pre-Proposal Meeting

Firms must register in advance to attend the pre-proposal meeting. To register, email the *Purchasing Representative* specified on the *Summary Sheet* their company name and participant(s) name(s), email address(es), and telephone number(s). Participation instructions shall be provided to registered participants the day before the pre-proposal meeting. The attendance roster will be published on the County’s Bid Board. Refer to the *Summary Sheet* for registration, date and time, and location

information.

1.5.2 Last Day for Questions

The County will not provide responses to questions after the deadline to submit questions specified on the *Summary Sheet*.

1.5.3 Proposals Due to County

Proposals shall be submitted to the County as stated on the *Summary Sheet*. There shall be no public opening of proposals.

1.6 OFFEROR CERTIFICATION OF ACCEPTANCE

By submitting a proposal in response to this RFP, the Offeror certifies their acceptance of all terms and conditions set forth within this document, which will be made a part of the final contract documentation. All work, if any, shown on the contract drawings, specifications, and reports referenced in the *RFP or any Appendices* is made part of this solicitation package.

1.7 INCURRING COSTS

The County is not liable for any costs incurred by the Offeror prior to full execution of the contract.

1.8 ADDITIONS/MODIFICATIONS TO SOLICITATION FORMS

Modifications of or additions to the *Cost Proposal Form* or any other County form may be cause for rejection of the proposal, however, the County reserves the right to decide on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive. As a precondition to proposal acceptance, the County may, in its sole discretion, request that the Offeror withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery.

1.9 ALTERNATE OFFERS

Offerors must bid only one (1) product and one (1) price per bid item even though they feel they can offer more than one item that will meet the specifications. Offerors must determine for themselves which to offer. If an offeror submits more than one (1) product and/or more than one (1) price for a given bid item or items, it may be cause for the bid items or items being bid upon to be considered non-responsive and rejected.

1.10 "OR EQUAL" INTERPRETATIONS

Identification of an item by manufacturer's name, trade name, catalog number, or reference is intended to be description but not restrictive in that it is used for the purpose of describing they type, style, quality, performance, and minimum specifications of the product desired, and shall not be interpreted to mean the only acceptable product. Bids on other makes and/or models will be considered provided in the *Cost Proposal Form* what is being proposed and forwards with the bid complete descriptive literature indicating the character of the article being offered and addressing all specifications of this solicitation.

The County reserves the right to accept or reject, in its sole discretion, items offered as an "equal".

1.11 OFFEROR INVESTIGATIONS

Prior to submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County that the Offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Offeror.

1.12 SOLE POINT OF CONTACT

The Purchasing Representative identified on the *Summary Sheet* is the SOLE POINT OF CONTACT at Charles County Government for this procurement. All communication between offerors and Charles County Government shall be with the Purchasing Representative until a fully executed contract is delivered to the Contractor. Offerors or any of their authorized representatives may not initiate contact with Charles County Government or County Consultants other than the Contact identified on the *Summary Sheet*, for any reason during the bidding process or prior to full contact execution. Any communication outside this process may result in disqualification.

1.13 QUESTIONS

All inquiries concerning technical or bidding information shall be directed in writing (via email) with the solicitation number and name in the subject line to the Purchasing Representative identified on the *Summary Sheet*, prior to the due date and time specified. The County will not provide responses to questions after the due date and time specified on the *Summary Sheet*. The person submitting the request will be responsible for its prompt delivery.

1.14 ADDENDA AND SUPPLEMENTS

In the event that it becomes necessary to revise any part of this solicitation, or if additional information is necessary to enable the Offeror to make an adequate interpretation of the provisions of this solicitation, a supplement to the solicitation will be issued. The Offeror shall acknowledge in their proposal, the receipt of all addenda, supplements, amendments, or changes to the solicitation that were issued by the County. Oral statements made by County personnel shall not bind the County in any manner whatsoever and cannot be used to protest or otherwise challenge any aspect of this solicitation or subsequent agreement.

Any interpretation, correction, changes to the solicitation will be made only by addendum duly issued and will be posted on the County Bid Board found at www.CharlesCountyMD.gov. Click on “Business” and then “Online Bid Board”. Any and all addenda issued prior to the proposal due date/time shall become a part of the contract documents and shall be covered in the Offeror’s proposed prices unless an alternate price schedule is presented by addendum. It is the responsibility of the Offeror to check the County Bid Board as frequently as necessary to obtain all updates and addenda to the solicitation.

1.15 ABILITY TO PERFORM

Offerors shall have the capability to perform classes of work contemplated, having sufficient capital to execute the work properly within the specified time.

The County reserves the right to request any additional information, utilize references not provided by an Offeror, and validate any information provided by an Offeror by any means deemed necessary by the County for the purpose of determining the Offeror’s ability to perform the services described herein.

1.16 ERRORS

Any errors in computations may be corrected during the County’s review of the proposals. The County shall not be responsible for Offeror computation errors contained on the *Cost Proposal Form*. All values contained on the *Cost Proposal Form* remain the responsibility of the Offeror. Where the unit price and the extension price are at variance, the unit price will prevail. In the event that the unit price is not provided, the unit price shall be the extended price divided by the quantity. Errors on any forms submitted remain the sole responsibility of the Offeror.

1.17 REJECTION OF QUOTES/BIDS/PROPOSALS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be sufficient for the disqualification of an offeror and the rejection of its proposal:

1. Evidence of collusion among offerors.
2. Lack of competency revealed by financial statements, experience, equipment statements, or other factors.
3. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or from previous experience with the offeror.
4. Default on a previous similar contract for failure to perform.
5. Being delinquent in payments due to Charles County Government.
6. Exceptions or exclusions to the requirements of the solicitation.
7. Failure to be in “Good Standing” with the State of Maryland.
8. Previous substandard performance on a County contract.
9. Failure to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable or unlikely to perform the requirements.
10. Failure to furnish information requested by the County.

The County reserves the right to reject any/all proposal, to waive irregularities and/or informalities in any proposal, and to make award in any manner, consistent with law, deemed in the best interest of the County.

1.18 GOOD STANDING REQUIREMENTS

In order to be eligible for award, Offerors shall meet the following conditions prior to contract award:

1. Their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
2. All payments to Charles County Government have been paid and are not delinquent.
3. Their firm is in “good standing” with the State of Maryland Department of Assessments and Taxation.

1.19 RESTRICTIONS: NOT APPLICABLE

An individual or a person that employs an individual who the County utilized in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement. Proposal from such an individual or entity will be rejected.

The following is a list of consultant(s) and/or sub-consultant(s) that have received monetary compensation under a contract with the County as the prime consultant to develop the Request for Proposals and have been retained by the County to perform construction phase services on the behalf of the County for this procurement.

N/A

In addition, the County Ethics Committee administers the provisions of the *County Ethics Code, including §170 of the Charles County Code* that contains various restrictions on participating in County procurements.

1.20 NOTIFICATIONS

Legal notice given by the County to the Offeror shall be sent to the address provided on the Offeror’s *Cost Proposal Form*. Notice given by the County by any of the following:

1. A communication delivered by shall be deemed as having been received by the addressee three (3) business days after the date of mailing.
 - a. UPS or FedEx or other delivery service; or
 - b. USPS first class postage mail; or
 - c. USPS certified, or
 - d. USPS registered mail.
2. A communication delivered by email shall be deemed as having been received by the addressee the same day the email was sent.

1.21 NEGOTIATIONS

The County may negotiate contract terms, price, statement of work, or other conditions that results in the most advantageous outcome for the County. In the event an agreement satisfactory to the County cannot be negotiated, the County may terminate negotiation and move to another Offeror.

2.0 PROPOSAL EVALUATION PANEL AND CRITERIA FOR EVALUATION

All materials, conferences, proposals, and other matters related to this project shall remain confidential until the contract is executed with the selected firm. The County may use any appropriate technical resources to assist during any part of the evaluation process.

2.1 RESPONSIVENESS REVIEW

The County will review the proposal for minimum responsiveness criteria. Proposals that do not meet the minimum responsiveness criteria may be rejected as non-responsive, at the sole option of the County. Any deficiencies will be reviewed and determined by the Chief of Purchasing.

2.2 EVALUATION CRITERIA

Proposal evaluation will include, but is not limited to, the following:

| Item # | Evaluation Criteria Description | Points |
|---------------------|----------------------------------|------------|
| 1 | Project Understanding/Experience | 15 |
| 2 | Processing Time/Delivery Time | 15 |
| 3 | Software Technology | 10 |
| 4 | Price (TBD) | 60 |
| TOTAL POINTS | | 100 |

Additionally, this RFP is subject to the Small Local Business Enterprise (SLBE) Program as described herein. Registered SLBE Program Offerors will be provided preferential points assuming the Offeror’s proposal is found to be responsive, responsible, and the Offeror is eligible for award meeting all other award provisions. An additional ten (10) points will be granted to a registered SLBE prime on top of the Proposal evaluation score. Non-SLBE Offerors utilizing a registered SLBE Program business as a sub-Contractor will receive additional points, prorated based upon the percentage of the value of the services to be provided by the SLBE (i.e., SLBE sub-Contractor participation of 50 percent would be awarded an additional five (5) points on top of the Proposal’s evaluation score).

2.3 EVALUATION

Offerors' proposals will be evaluated by an evaluation committee who will evaluate and score the proposals in accordance with the criteria specified above. The County reserves the right to conduct the evaluation in any manner considered in the best interest of the County. The County may utilize any information obtained as a result of reference checks, proposal clarification or additional information requests, offeror negotiations or any other means deemed necessary at the sole discretion of the County to identify the proposal that best meets the County's needs.

3.0 AWARD AND CONTRACT FORMATION

The County reserves the right to award a contract by individual items, in the aggregate, or in any combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the County.

3.1 AWARD OF CONTRACT

The County anticipates awarding one primary offeror and may award to additional offeror(s) as determined to be in the best interest of the County.

The County intends to award this solicitation on the basis of a combination of the evaluation of the Offerors' experience and qualifications, as well as the proposed price (**Item A33**). Award will not be based upon cost alone, and this solicitation does not commit the County to award a contract or to award to that firm which has submitted the lowest fee. The evaluation criteria may include: the Offeror's demonstration of their understanding of the work to be performed, past experience, technical ability, other resources, qualifications of personnel, results of reference checks, and record of similar work performed satisfactorily. In addition, the County reserves the right to accept any proposal either in part or in its entirety.

At any time, the County may request an offeror to provide additional items such as: additional information, clarification, references, interviews/presentations, and any other documentation needed to assist the County in the award selection process. Failure of an offeror to furnish requested information may constitute grounds for determining an offeror as non-responsive at the sole option of the County.

3.2 TERM OF CONTRACT

The Contractor(s) selected shall provide the services and all requirements contained herein for a base period commencing on the date of contract execution by the County through June 30, 2023, with six (6) optional 1-year renewals at the sole option of the County. Each 1-year renewal shall commence on July 1 and end on June 30 of the following calendar year.

3.3 PRICING ADJUSTMENT FOR EXTENSION YEARS

When applicable as indicated on the *Summary Sheet*, pricing under the resulting Contract shall remain firm through the base term. Thereafter, pricing may be adjusted at the beginning of each succeeding year and/or Contract renewal period at the written request of the Contractor to the Chief of Purchasing. Any pricing adjustments shall be determined based upon the percentage change in the Consumer Price Index (CPI) from the previous year. For purposes of this agreement, the CPI is defined as the Consumer Price Index for All Urban Consumers, All Items, as published by the United States Department of Labor, Bureau of Labor Statistics. For purposes of adjustment, the CPI used for each subsequent year of the Contract shall be the last published percentage change in the CPI (for the previous 12 months) either on, or prior to, the anniversary date of the Contract. Price adjustments shall take effect upon written approval by the County.

3.4 QUANTITY CONTRACTS AWARDED

The County intends to award the contract to one or more firms. The contract entered into with the successful offeror shall meet all standard provisions required by the County.

The County intends to contract with a single firm and not with multiple firms doing business as a joint venture. Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture.

3.5 CONTRACT EXECUTION

The successful Offeror to whom the contract shall have been awarded shall be required to execute the County contract (or as authorized by the County) and shall furnish all requirements due at contract execution, which may include, but is not limited to performance bonds and/or payment bonds, insurance certificates, equipment inspections, licenses, etc., as specified herein.

3.6 CONTRACT DOCUMENTS

All work under this project shall be in accordance with the contract documents. The Contract documents for this project

includes, but is not necessarily limited to, this solicitation package, project plans and specifications as shown in ***RFP and other referenced ordinances, manuals, and specifications.***

Contract Documents shall also include:

- a. All written modifications, amendments and change orders to this Contract issued in accordance with the ***General Provisions.***
- b. Contractor's proposal and accompanying exhibits submitted in response to the County's Project Criteria and Solicitation; and any solicited and/or unsolicited Alternates to the Solicitation accepted by the County in writing.

The Contract Documents are intended to permit the parties to complete the work and all obligations required by the Contract Documents within the specified time(s) for the proposed price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the County will make a determination on which item of discrepancy shall take precedence. Within listed documents or group of documents, the later dated shall have precedence over the earlier requirements, and specific requirements shall have precedence over the general requirements.

3.7 DEFAULT AND SUSPENSION

If a Offeror who has been selected for award and offered a contract refuses or fails to execute the contract and/or fully comply with all requirements of this solicitation within fourteen (14) consecutive calendar days after receipt of formal notice of award or an alternate date specified by the Chief of Purchasing, the Offeror may be considered to have defaulted with respect to execution of the contract, and to have abandoned all rights and interests in the contract. In such instance the bid security, if any, may be declared forfeited to the County without further notice to the Offeror. In the event of such default, award may then be made to another Offeror determined to be in the best interest of the County, or the solicitation may be cancelled and/or re-advertised for proposals as deemed if deemed in the best interests of the County.

A Contractor, who has executed a contract with the County, may be considered to have defaulted in the performance of the Contract, by failure to comply with the requirements of the contract, sub-standard performance, failing to complete the contract, and/or by other significant errors and omissions as determined by the Project Manager and the Chief of Purchasing. In such instance, the Contractor's performance and/or payments bonds, if any, may be exercised, and the Contract terminated and awarded to another Offeror if determined to be in the best interest of the County.

An Offeror /Contractor, who has defaulted as discussed above, may be declared by the Chief of Purchasing to be ineligible to bid on future County solicitations for a period of up to two (2) years from the date the County determined the Offeror/Contractor to have defaulted. This determination by the Chief of Purchasing shall be final, and not subject to appeal.

3.8 OFFEROR/AWARD PROTESTS

- a) All protests made pursuant to solicitations must be in writing and delivered to the Chief of Purchasing within the timeframes specified:
 - i. Protests must be delivered to the Chief of Purchasing no later than ten (10) consecutive calendar days after the basis for the protest (i.e., notification of rejection of offeror's proposal, notification of removal of offeror from consideration, etc.) is known or should have been known, whichever is earlier.
 - ii. If protesting contract award, the protest must be delivered to the Chief of Purchasing within ten (10) consecutive calendar days after the Purchasing Division has publicly posted the proposed contract award. This provision shall only apply to "aggrieved" offerors.
 - iii. If offeror seeks as a remedy the cancellation or amendment of the solicitation, the protest must be delivered to the Chief of Purchasing before the submission date for bids/proposals.
 - iv. If the County is closed for business at the due date and time, for whatever reasons, protests will be accepted on the next business day of the County prior to 12:00 p.m. (Eastern Time).

Protests shall be considered timely only if received in the Purchasing Division office prior to close of business within the timeframes specified above.

- b) All protests made pursuant to solicitations shall be delivered to the Chief of Purchasing:
Charles County Government
ATTN: Chief of Purchasing,
Purchasing Division (Room B130)
200 Baltimore Street,
La Plata, Maryland 20646
- c) Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to "Charles County Government". The Chief of Purchasing, may, at his sole election, return the

filing fee to the protesting offeror, if the protest is sustained. Filing fees for unsustained protests shall not be returned. The Chief of Purchasing must dismiss any protest not timely received.

- d) Only an offeror that is “aggrieved” is eligible to file a protest. Aggrieved means that the offeror who is filing the protest is susceptible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors, or would require that the solicitation be reissued). Each protest must contain the following: identification of the solicitation; the name, address, and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasive argument to support the protest is on the offeror making the protest.
- e) The Chief of Purchasing shall forward to the County Attorney, all protests timely received and appropriate information addressing the circumstances of the protest. The Chief of Purchasing shall also forward for the County Attorney’s information, all protests not timely received and/or otherwise ineligible, that was dismissed by the Chief of Purchasing.
- f) The Chief of Purchasing, after consultation with the County Attorney, shall determine whether to sustain or reject the protest, and shall provide written notice of his determination to the offeror making the protest, and to the County Attorney. In the case of a sustained protest, the Chief of Purchasing, after consultation with the County Attorney, shall determine what remedy shall be taken to redress the protest. Decisions shall be final, and not subject to appeal.

3.9 PERFORMANCE EVALUATIONS

The County shall perform periodic performance evaluations, at the County’s discretion, on all work performed by the Contractor under this Contract. The Contractor shall have the opportunity to review performance evaluations upon request. Performance evaluations shall be maintained in the County’s contract files.

3.10 ASSIGNMENT OF CONTRACT

The Contractor shall not sublet any portion of this contract or assign or transfer any interest in this contract without receiving prior written approval from the County, Chief of Purchasing.

3.11 SUBCONTRACTORS

Subcontractors may not be used in the conduct of this contract without express written approval of the County. The County reserves the right to reject any subcontracted relationship if changes or additions of subcontractors are necessary during the life of the contract. Subcontracts for any portion of this contract must be clearly identified in the Offeror’s proposal. Subcontracts are subject to Minority Business Enterprise (MBE) and Small Local Business Enterprise (SLBE) requirements detailed herein. Prime contractor shall perform a minimum of fifty percent (50%) of the work proposed.

3.12 NEWS RELEASE

No news releases pertaining to this bid request or the service, study, or project to which it relates will be made without County approval.

3.13 PUBLIC INFORMATION ACT/CONFIDENTIALITY NOTICE

Offeror should give specific attention and identification of those specific portions of their proposals which they deem to contain confidential and/or proprietary information. Such information must be individually noted as being confidential or proprietary, either at that location, or in a separate consolidated listing contained within the bid/proposal/quote and provide justification of why the material should not be subject to disclosure by the County upon request under the Maryland Public Information Act. Offerors may not declare their entire bid/proposal/quote package to be confidential or proprietary. Failure to provide specific identification and justification may result in the County releasing the information if requested to do so.

3.14 CAMPAIGN FINANCE REFORM ACT OF 2013

The Maryland Campaign Finance Reform Act of 2013 dictates that vendors with single contracts of \$200,000 or more shall file certain campaign finance-related disclosures with the Maryland State Board of Elections. Vendors shall certify that they have filed the requisite disclosure, and if the vendor fails to provide this certification, the County must notify the State. In the event of Contract award, the Contractor shall certify that campaign finance-related disclosures are filed with the Maryland State Board of Elections as applicable.

3.15 HOLIDAY SCHEDULE

The following holidays are observed by the County:

| | |
|----------------------------------|------------------|
| New Year’s Day | Independence Day |
| Martin Luther King Jr’s Birthday | Labor Day |
| *Lincoln’s Birthday | Columbus Day |

| | |
|---|--------------------------------|
| Washington’s Birthday | Veterans Day |
| *Maryland Day | Election Day (When Applicable) |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Juneteenth | Christmas Day |
| *FLOATING HOLIDAYS - COUNTY OFFICES AND OPERATIONS SHALL BE OPEN. | |

4.0 GENERAL PROVISIONS

Any provision specified in this section and addressed elsewhere in the solicitation; *Part B* shall supersede.

4.1 DEFINITIONS:

COMMISSIONERS: The County Commissioners of Charles County.

COUNTY: The County Commissioners of Charles County, Maryland.

CONTRACT: The written agreement executed by the County Commissioners of Charles County and the successful offerors, covering the performance of the work and the furnishing of materials required for this project. The contract shall include: A conventional contract or award letter, instructions to offerors, solicitation, specifications and scope of work, special provisions, general provisions, any other addenda, or written instructions pertaining to the method and manner of performing the work, and the Offeror’s proposal.

CONTRACTING OFFICER: The Director of Using Department and includes a duly appointed successor or authorized representative.

CONTRACTOR: The person or persons, partnership, firm or corporation who enters into a contract awarded to him by the COUNTY.

DEPARTMENT: The authorized division or agency of Charles County government responsible for the service or work for which the contract will be written.

DAYS: Calendar Days

EXTRA WORK: A written order to the CONTRACTOR and signed by the CONTRACTING OFFICER, ordering a change in or an addition to the work from that originally shown in the specifications.

GENERAL PROVISIONS: All requirements and provisions contained in this document.

INSTRUCTIONS TO OFFERORS: Information explaining the procurement process, significant dates, and bidding requirements.

OWNER: The entity holding title or having vested interest in the property and rights associated with the property.

SPECIAL PROVISIONS: Statements modifying or changing the requirements or provisions of the General Specifications or adding new requirements or provisions thereto.

SPECIFICATIONS/SCOPE OF WORK: The written or printed agreements and instructions pertaining to the performance of the work to be performed, and/or the quantity and quality of the work/materials to be furnished under the contract.

4.2 INDEMNIFICATION CLAUSE:

The Contractor shall protect, hold free and harmless, defend, and indemnify Charles County, including its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney’s fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is any way connected with the performance of the work under this contract. This agreement shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of contractor’s agents or employees; except that this agreement shall not be applicable to injury, death or damage to the property arising from the sole negligence of Charles County, it’s officers, agents, and employees.

4.3 GOVERNING LAW:

This Contract shall be governed by and construed only in accordance with the laws of the State of Maryland.

4.4 PAYMENT OF TAXES:

The firm awarded the contract resulting from this solicitation shall be responsible for paying all Maryland sales tax, and any other applicable taxes, on items purchased by the Contractor in the pursuit of this contract. The County tax exempt status cannot be transferred to the Contractor.

4.5 SPECIFICATIONS AND DRAWINGS (NOT APPLICABLE)

The CONTRACTOR shall keep on the work site a copy of the drawings and specifications and shall at all times give the CONTRACTING OFFICER access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the matter shall be promptly submitted to the CONTRACTING OFFICER, who shall promptly make a determination in writing. Any adjustment by the CONTRACTOR without such a determination shall be at its own risk and expense. The CONTRACTING OFFICER shall furnish from time to time such detailed drawings and other information as he may consider necessary, unless otherwise provided.

4.6 CHANGES:

- A. The CONTRACTING OFFICER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and design);
- (2) In the method or manner of performance of the work;
- (3) In the COUNTY furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

Any other written order or an oral order (which terms as used in this paragraph (B.) shall include direction, instruction, interpretation, or determination) from the CONTRACTING OFFICER, which causes any such change, shall be treated as a change order under this article, provided that the CONTRACTOR gives the CONTRACTING OFFICER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

- B. Except as herein provided, no order, statement, or conduct of the CONTRACTING OFFICER shall be treated as a change under this article or entitle the CONTRACTOR to an equitable adjustment hereunder.
- C. If any change under this article causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under paragraph (B.) above shall be allowed for any costs incurred more than twenty (20) days before the CONTRACTOR gives written notice as therein required; and provided further, that in the case of defective specifications for which the COUNTY is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.
- D. If the CONTRACTOR intends to assert a claim for an equitable adjustment under this article, he must, within thirty (30) days after receipt of a written change order under paragraph (A.) above or the furnishing of a written notice under paragraph (B.) above, submit to the CONTRACTING OFFICER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the COUNTY. The statement of claim hereunder may be included in the notice under paragraph (B.) above.
- E. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

4.7 CHANGE ORDERS:

- A. Additional Costs:

The cost of any change ordered in writing by the CONTRACTING OFFICER which results in an increase in the contract price will be determined by one or the other of the following methods, at the election of the CONTRACTING OFFICER.

- (1) On the basis of a stated lump sum price, or other consideration fixed and agreed upon by negotiation between the CONTRACTING OFFICER and the CONTRACTOR in advance, or if this procedure is impractical because of the nature of the work or for any reason,
- (2) On the basis of the actual necessary cost as determined by the CONTRACTING OFFICER, plus a fixed fee to cover general supervisory and office expense and profit. The fixed fee shall not exceed fifteen percent (15%) of the actual necessary costs. The actual necessary cost will include all reasonable expenditures for material, labor, and supplies furnished by the CONTRACTOR and a reasonable allowance for the use of his plant and equipment where required but will in no case include any allowance for general superintendent, office expense, or other

general expense not directly attributable to the extra work. In addition to the foregoing, the following will be allowed: the actual payment by the CONTRACTOR for workmen's compensation and public liability insurance; performance and payment bonds (if any); and all unemployment and other social security contributions (if any) made by the CONTRACTOR pursuant to Federal or State statutes; when such additional payments are necessitated by such extra work. An appropriate extension of the working time, if such be necessary, also will be fixed and agreed upon, and stated in the written order.

B. Reduced Costs:

The cost of any change ordered in writing by the CONTRACTING OFFICER which results in a decrease in the contract price will be determined in a manner conformable with paragraph A.2 under Additional Costs.

4.8 DIFFERING SITE CONDITIONS: (NOT APPLICABLE)

A. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the CONTRACTING OFFICER in writing of:

- (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or
- (2) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract.

The CONTRACTING OFFICER shall promptly investigate the condition(s), and if he finds that such conditions do materially differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made, and the contract modified in writing accordingly.

- B. No claim of the CONTRACTOR under this article shall be allowed unless the CONTRACTOR has given the notice required in paragraph (A.) above; provided, however, the time prescribed therefore may be extended by the County.
- C. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

4.9 TERMINATION OF CONTRACT FOR CONVENIENCE:

A. The COUNTY may, by written notice to the CONTRACTOR, terminate this contract in whole or in part at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill his obligations under this contract.

Upon receipt of such notice, the CONTRACTOR shall:

- (1) Immediately discontinue any part or all services as directed by the County's authorized representative, and
- (2) Deliver to the COUNTY the originals of all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing under this contract, whether completed or in process.

- B. If the termination is for the convenience of the COUNTY, an equitable adjustment in the contract price shall be made but no amount shall be allowed for anticipated profit on unperformed services.
- C. If the termination is due to the failure of the CONTRACTOR to fulfill his obligations under this contract, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for any additional cost occasioned to the COUNTY.
- D. If, after notice of termination for failure to fulfill obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this clause.
- E. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

4.10 TERMINATIONS FOR DEFAULT – DAMAGES FOR DELAY – TIME EXTENSIONS:

- A. If the CONTRACTOR refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the COUNTY may, by written notice to the CONTRACTOR, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the COUNTY may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on site of the work and necessary, therefore. Whether or not the CONTRACTOR'S right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the COUNTY resulting from this refusal or failure to complete the work within the specified time.
- B. If fixed and agreed liquidated damages are provided in the contract and if the COUNTY so terminates the CONTRACTOR'S right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion and acceptance of the work together with any increased costs occasioned the COUNTY in completing the work.

- C. If fixed and agreed liquidated damages are provided in the contract and if the COUNTY does not so terminate the CONTRACTOR'S right to proceed, the resulting damage will consist of such liquidated damages until the work is completed and accepted.
- D. The CONTRACTOR'S right to proceed shall not be so terminated nor the CONTRACTOR charged with resulting damage if:
 - (1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, acts of the COUNTY in its contractual capacity, acts of another Contractor in the performance of a contract with the COUNTY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or supplies arising from unforeseeable causes beyond the control and without the fault or negligence of both the CONTRACTOR and such subcontractors or suppliers; and
 - (2) The CONTRACTOR, within ten (10) days from the beginning of any such delay (unless the CONTRACTING OFFICER grants a further period of time before the date of final payment under the contract), notifies the CONTRACTING OFFICER in writing of the causes of delay.

The CONTRACTING OFFICER shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the article of these General Provisions entitled Disputes.

- E. If, after notice of termination of the CONTRACTOR'S right to proceed under the provisions of this article, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this article, or that the delay was excusable under the provisions of this article, the rights and obligations of the parties shall, if the contract contains an article providing for termination for convenience of the COUNTY, be the same as if the notice of termination had been issued pursuant to such article. If, in the foregoing circumstances, this contract does not contain an article providing for termination for convenience of the COUNTY, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the article of these General Provisions entitled Disputes.
- F. In the event the construction of this project is interrupted, halted or discontinued by the order of a Court of competent jurisdiction or the order of a supervening appropriate government authority over which the COUNTY has no control, then in that event, it is the intention of these specifications that the COUNTY'S liability shall be limited only to the actual value of the work already performed and materials already purchased, with no allowance permitted for loss of profits that would have ultimately accrued to the CONTRACTOR had the CONTRACTOR completed the contract.
- G. The rights and remedies of the COUNTY provided in this article are in addition to any other rights and remedies provided by law or under this contract.
- H. As used in Paragraph (D.1.) of this article, the term subcontractors or suppliers means subcontractors or suppliers at any tier.

4.11 PAYMENTS TO CONTRACTOR:

- A. The COUNTY will pay the contract price, less all costs for overtime superintendence and inspection, as herein-after provided.
- B. The COUNTY will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the CONTRACTING OFFICER, on estimates approved by the CONTRACTING OFFICER. Progress payments will be due and payable thirty (30) calendar days after the COUNTY receives an acceptable invoice. If requested by the CONTRACTING OFFICER, the CONTRACTOR shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates, the CONTRACTING OFFICER, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the CONTRACTOR at locations other than the site may also be taken into consideration (1) if such consideration is specifically authorized by the contract and (2) if the CONTRACTOR furnishes satisfactory evidence that he has acquired title to such material and that it will be utilized on the work covered by this contract. Such payments shall be conditioned upon submission by the CONTRACTOR of bills of sale or such other procedures satisfactory to the COUNTY to establish the COUNTY'S title to such materials or equipment or otherwise protect the COUNTY'S interest, including applicable insurance and transportation to the site.

- C. All material and work covered by progress payments made shall thereupon become the sole property of the COUNTY, but this provision shall not be construed as relieving the CONTRACTOR from sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the COUNTY to require the fulfillment of all of the terms of the contract.

4.12 MATERIAL AND WORKMANSHIP:

All work under this contract shall be performed in a skillful and workmanlike manner. The CONTRACTING OFFICER may, in writing require the CONTRACTOR to remove from the work any employee the CONTRACTING OFFICER deems incompetent, careless, or otherwise objectionable.

4.13 SUPERINTENDENCY BY CONTRACTOR: (NOT APPLICABLE)

The CONTRACTOR shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the CONTRACTING OFFICER, on the work at all times during progress, with authority to act for him.

4.14 PERMITS AND RESPONSIBILITIES:

The CONTRACTOR shall, without additional expense to the COUNTY, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any complete unit of construction thereof which theretofore may have been accepted.

4.15 CONDITIONS AFFECTING THE WORK:

The CONTRACTOR shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the CONTRACTOR to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this contract unless such understanding or representations by the COUNTY are expressly stated in the contract.

4.16 OTHER CONTRACTS:

The COUNTY may undertake or award other contracts for additional work excluded from this contract, and the CONTRACTOR shall fully cooperate with such other Contractors and COUNTY employees and carefully fit his own work to such additional work as may be directed by the CONTRACTING OFFICER. The COUNTY'S separate contractors will coordinate their work with the CONTRACTOR. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR or by employees.

4.17 PATENT INDEMNITY:

Except as otherwise provided, the CONTRACTOR agrees to indemnify the COUNTY and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters, Patents of the United States arising out of the performance of this contract or out of the use or disposal by or for the account of the COUNTY of supplies furnished or construction work performed hereunder.

4.18 COVENANT AGAINST CONTINGENT FEES:

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty the COUNTY shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

4.19 EQUAL OPPORTUNITY:

During the performance of this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or

transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship.

- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the CONTRACTING OFFICER advising the labor union or worker's representative of the CONTRACTOR'S commitments under this Equal Opportunity article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. In the event of the CONTRACTOR'S noncompliance with the Equal Opportunity article of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, in whole or in part.

4.20 SUSPENSION OF WORK:

- A. The CONTRACTING OFFICER may order the CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the public.
- B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the CONTRACTING OFFICER in the administration of this contract, or by his failure to act within the time specified in this contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this article for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the CONTRACTOR or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.
- C. No claim under this article shall be allowed (1) for any costs incurred more than twenty (20) days before the CONTRACTOR shall have notified the CONTRACTING OFFICER in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.21 SUBCONTRACTORS:

Subsequent to the award, the CONTRACTOR shall, submit for approval a complete list of subcontractors who will be engaged by him in the execution of the work. After the list of subcontractors has been approved, no changes shall be made in it without the permission and approval of the CONTRACTING OFFICER. The CONTRACTING OFFICER will, however, permit the CONTRACTOR to take the work out of the hands of any or all of the subcontractors and complete it himself if for any reason it becomes necessary or desirable for him to do so. That portion of the specifications beginning with the CONSTRUCTION SPECIFICATIONS, if included in these documents, is arranged for editorial convenience only, the divisions thereof are not to be construed in the whole as the complete representation of the work, nor individually as authorization or approval by the COUNTY to subdivide the CONTRACTOR'S responsibilities into subcontracts related to such division. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the COUNTY.

4.22 FAIR TREATMENT OF SUBCONTRACTORS AND CONTRACTORS:

The CONTRACTOR must make payment to any sub-contractor or contractor within 15 business days of receiving payment from the County for a Contractor invoice submitted to the County that billed for services or commodities provided by that sub-contractor or contractor. Contractors may not impose retainage rates upon sub-contractors that are higher than those imposed upon the Contractor by the County.

4.23 SPECIFICATIONS, STANDARDS, AND FORMS:

Specifications and also standards of associations, societies, and laboratories referred to in these specifications shall become a part of this contract and shall be considered as though incorporated herein. The latest edition or amendment of supplement thereto in effect on the latest bid invitation shall apply. Standards of associations, societies, and laboratories referred to in the specifications may be obtained directly from such organizations.

The COUNTY shall not be responsible for furnishing any drawing, specification, or published material not specifically identified in the Special Provisions of these specifications.

4.24 WORKING HOURS PER DAY:

The normal number of working hours per day on this contract will be limited to eight (8), unless otherwise authorized by the CONTRACTING OFFICER.

4.25 SATURDAYS, SUNDAYS, HOLIDAYS, AND NIGHT WORK:

The CONTRACTOR will not be permitted to do any work which requires the services of the COUNTY'S inspection supervisory forces on Saturdays, Sundays, or holidays unless otherwise authorized by the CONTRACTING OFFICER in writing. However, the CONTRACTOR, with verbal permission of the CONTRACTING OFFICER, may be permitted to perform on Saturdays and holidays, clean-up, and such other items for which no specific payment are involved. In cases of bona fide emergencies, sound judgment shall be exercised.

4.26 CONTRACTOR RESPONSIBLE FOR OVERTIME COST:

In cases where the CONTRACTOR desires to work in excess of the normal number of working hours per day and/or on designated COUNTY holidays, Saturdays, or Sundays, the CONTRACTOR shall submit such requests in writing to the CONTRACTOR at least three (3) days in advance of the requested extended working hour period. The CONTRACTOR shall include with the request the specific tasks or operations to be performed during the proposed period of extended working hours. The CONTRACTOR shall be responsible for all costs incurred by the COUNTY in providing superintendence and inspection services to accommodate the CONTRACTOR in working extended hours including premium time, quality control testing, per diem, and miscellaneous expenses. The COUNTY shall, with documentation, deduct the said monies for superintendence and inspection of the CONTRACTOR's work outside the normal working hours from payments due the CONTRACTOR. Said requested deductions shall not constitute a change or change order to the contract. The CONTRACTOR expressly agrees to the deductions from payments due in accordance with the following fee schedule for those services as deemed necessary by the COUNTY:

COUNTY Staff Actual Cost of Staff
Miscellaneous.....Actual Cost of Staff
OtherActual Cost of Staff

4.27 EMERGENCY WORK:

In case of an emergency, when work requiring supervision by the COUNTY or the CONTRACTOR is to be performed on Saturdays, Sundays, holidays or for longer than eight (8) hours per day, the CONTRACTOR shall request permission of the CONTRACTING OFFICER to do so. If, in the opinion of the CONTRACTING OFFICER, the emergency is bona fide, he will grant permission to the CONTRACTOR to work such hours as may be necessary. Also, if, in the opinion of the CONTRACTING OFFICER, a bona fide emergency exists, he may direct the CONTRACTOR to work such hours as may be necessary whether the CONTRACTOR requests permission to do so or not.

4.28 OPERATING AND RESTORATION: (NOT APPLICABLE)

The CONTRACTOR shall so conduct his operation as not to interfere with or endanger the ordinary use of existing structures, roads, utilities, and other facilities. The CONTRACTOR shall provide and maintain all temporary roadways which may be authorized and all control and safety devices necessary to maintain traffic, safety, and the optimum normal use thereof. Equipment, operations, and materials shall be confined to the limits defined by the CONTRACTING OFFICER.

The site of the work and facilities required to be constructed under the contract shall be maintained in a clean, orderly, and safe condition. Rubbish, surplus materials, and excess equipment shall not be permitted to accumulate during the progress of the work.

After each facility is completed and after all the work under the contract has been completed, the structure, facility, temporary facilities, barricades, toilets, and all the premises shall be left clean and, in a condition, satisfactory to the CONTRACTING OFFICER.

The CONTRACTOR shall restore at his expense any damage to any property, including damage to trees, shrubs, ground cover, and other vegetation, and the CONTRACTOR shall save and hold the COUNTY free from all claims for damages or injury to all persons or property caused or alleged to have been caused by the CONTRACTOR, his agents, employees, workmen, and subcontractors in the execution of this contract.

4.29 WORK STOPPAGE BY THE COUNTY:

The CONTRACTING OFFICER, by issuance of a stop work order, may direct the CONTRACTOR to suspend any work that may be subject to damage because of weather conditions.

4.30 SAFETY AND HEALTH: (APPLICABLE AS APPLIES TO SERVICES BEING PROCURED)

The CONTRACTOR shall conduct his operations, including those involving machinery and self-propelled vehicles and equipment in order to protect the lives and health of employees and other persons; prevent damage to property, materials,

supplies, and equipment; and to avoid work interruptions; and the CONTRACTOR shall, in the performance of this contract, comply with the applicable provisions of Federal, State and Municipal safety, health and sanitation laws and codes, and shall otherwise furnish and employ such additional safeguards, safety devices, protective equipment and measures, and fire preventive and suppressive measures and equipment as shall be necessary for the protection of property and for the life and health of personnel. The CONTRACTOR shall, after receipt of notice of deficiencies, immediately correct the conditions to which attention has been directed. Such notice when served on the CONTRACTOR or his representative at the site of work shall be deemed sufficient.

If the CONTRACTOR fails or refuses to comply promptly with requirements, the CONTRACTING OFFICER may issue an order to suspend all or any part of the work. When satisfactory corrective action is taken, an order to resume work will be issued. No part of the time lost due to any such suspension order shall entitle the CONTRACTOR to any extension of time for the performance of the contract or to excess costs or damages.

The CONTRACTOR shall maintain an accurate record of and shall report to the CONTRACTING OFFICER in the manner and on the form prescribed by the CONTRACTING OFFICER, all cases of death, occupational disease or traumatic injury requiring medical attention or causing loss of time from work, or loss of or damage to property of the CONTRACTOR, the public, or the COUNTY arising out of or in the course of fires or employment incident to performance of work under this contract.

4.31 INSURANCE:

A. Worker's Compensation:

Prior to executing the CONTRACT, the CONTRACTOR shall furnish compensation insurance for employees engaged in this work, shall comply with the Workmen's Compensation Laws of the State of Maryland, and shall give proof of such insurance satisfactory to the CONTRACTING OFFICER.

B. Liability:

Insurance provided shall be in accordance with
PART C

4.32 ADVERTISING:

No signs or advertisements shall be displayed on the work site except with the prior approval of the CONTRACTING OFFICER.

4.33 FEDERAL, STATE, AND LOCAL TAXES:

Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and Local taxes, and duties.

4.34 INSPECTION AND ACCEPTANCE OF WORK: (NOT APPLICABLE)

All work on improvements shall be subject to inspection by the CONTRACTING OFFICER during and upon completion of construction and to approval and acceptance by such representative on behalf of the COUNTY, if said work is found to be in accordance with the CONTRACT.

When all work comprised in this contract has been completed, including cleanup and restoration, the CONTRACTOR shall so notify the CONTRACTING OFFICER in writing; the CONTRACTING OFFICER will then make a final inspection. When defects, errors, and omissions disclosed by the final inspection have been corrected, acceptance will be given in writing, but until such acceptance, the CONTRACTOR shall be responsible for the work covered by this contract.

4.35 ERRORS AND OMISSIONS:

The CONTRACTOR shall, immediately upon his discovery of any statement or detail which is discrepant, or which otherwise appears to be in error, bring the same to the attention of the CONTRACTING OFFICER for decision or correction. Full instructions will always be given if such error or omission is discovered.

4.36 INTENT OF DOCUMENTS:

It is the spirit and intent of these documents, specifications, and of any drawings forming part of them, to provide that the work and all parts thereof shall be fully completed and suitable in every way for the purpose for which designed, and that all parts of the work shall be of a quality be of a quality comparable and consistent with the general industry standards. The CONTRACTOR shall supply all materials and do all work which reasonably may be implied as being incidental to the work of this contract.

4.37 DISPUTES:

- A. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the CONTRACTING OFFICER who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR.
The decision of the CONTRACTING OFFICER shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the CONTRACTOR mails or otherwise furnishes to the CONTRACTING OFFICER a written appeal addressed to the COUNTY. The decision of the COUNTY for determination of such appeals shall be final and conclusive. In connection with any appeal proceeding under this article, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of the contract and in accordance with the CONTRACTING OFFICER'S decision.
- B. This DISPUTES article does not preclude consideration of questions of law in connection with decisions provided for in Paragraph A above. Nothing in this contract, however, shall be construed as making final the decision of any administrative, official, representative, or board on a question of law.

4.38 COMPLIANCE WITH FEDERAL EMPLOYMENT REGULATIONS:

- A. Federal law requires that employers must verify that an individual whom they plan to employ or continue to employ in the United States is authorized to accept employment in the United States.
- B. By submitting a bid/proposal in response to this solicitation, the Proposer/Contractor certifies that no person will be employed on this project in any manner, including sub-contractors and suppliers, that is not eligible to work in the United States, or whose employment is in violation of State or federal law. The Contractor has sole responsible for compliance with this requirement.
- C. Violation of this requirement may result in termination of the Contract, a penalty of \$1,000 per day or occurrence, whichever is higher, and/or reporting of the violation to the appropriate authorities.

* * * * * END OF GENERAL PROVISIONS * * * * *

PART B – SPECIAL PROVISIONS

1.0 GENERAL

1.1 BACKGROUND

The primary purpose of this procurement is to have Contractor(s) provide and deliver medical, health and safety, surgical, and first aid related equipment, supplies, accessories, and services on an “as-needed” basis. As described herein these services are on an as-needed basis with no minimum quantity guaranteed. The contract(s) resulting from this solicitation will have no monetary value.

1.2 OPEN MARKET

Charles County Government reserves the right to obtain service from Contractors or suppliers other than the Contractor if the estimated cost of the service or parts, materials, and equipment appears unreasonable or on any emergency basis. Using other Contractors shall not void the conditions of this Contract, nor shall it hold the Contractor liable for any additional costs assumed by Charles County Government by procuring on the open market.

2.0 SCOPE OF SERVICES

2.1 PRODUCTS

The County reserves the right to add or delete items available on the contract. The Contractor shall ensure high quality of goods that are new and unused unless otherwise requested by the County. Factory seconds or remanufactured products will not be accepted unless specifically requested by the County in writing. All products provided by the company must meet all Federal, State, and Local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the Contractor for credit at no charge to the County.

2.2 PRODUCTS AUTHENTICITY

The Contractor shall purchase goods directly from the original manufacturer of such products or from authorized distributors of such products that provide the distribution channel(s) and chain of custody of the products (the “Tracking Report”). The Tracking Report will track the source of the product back to the original manufacturer and authenticate the distribution process in a manner similar to pedigree tracking systems for pharmaceutical products. Distributor shall provide the Tracking Report for each Product upon request by and shall provide security and control systems to protect against Product tampering. Distributor represents that any Tracking Report it prepares is accurate and in full compliance with state and federal regulations.

2.3 CUSTOMER SERVICE & REQUIREMENTS

The Contractor(s) shall have a 24-hour “on-call” emergency number for emergency situations that the County can call and speak with someone. There shall be no separate cost to the County for this service. The Contractor shall also:

1. Have two (2) full time local outside sales representation in Maryland
2. Be FDA and ISO certified Kitting facility
3. Attend regularly scheduled meetings (on-site or virtual as requested by the County)
4. Have a full line distributor able to process pharmaceuticals including Class 2 & 4 items as well as pedigree products
5. Provide County staff training for new products for all work shift intervals
6. Be authorized distributor for all products
7. Provide recall information for all products
8. Maintain a warehouse with one hundred fifty (150) miles of the County delivery location stated in *Part B, Section 2.5.2*
9. Have a proven and sustainable disaster recovery plan
10. Be a Verified Accredited Wholesale Distributor (VAWD)

2.4 ONLINE ORDERING/SOFTWARE REQUIREMENTS

The County shall utilize purchase orders or small procurement cards to place orders in accordance with County purchasing code. There shall be no minimum ordering requirements. Simplified ordering of Class II Pharmaceuticals through the County’s secure e-222 Controlled Substances Ordering System (CSOS) without the supporting paper CEA Form 222.

1. The Contractor(s) must be integrated with Operative IQ that shall allow for online ordering
2. Integration shall include expiration date and lot numbers
3. Integration shall allow for orders to be submitted directly to supplier
4. Integration shall provide product availability and pricing
5. Integration shall provide product expiration date and lot numbers for lot tracked items
6. The Primary Contractor shall provide the County with Operative IQ Narcotic Module for twelve (12) months at no charge
7. The solution shall show at minimum the item number, item description, item list price, item contract discount, and extended price
8. Allows multiple authorized users access to place orders
9. Allows items to be added/deleted
10. Prepare and generate reports including at minimum:
 - i. Order history
 - ii. Totals by product
 - iii. Monthly, quarterly, yearly order and expenditure reports
 - iv. Backorder items
 - v. Refunds
11. Online catalog with clear item description and photos
12. Clear description of the unit of measure the item is sold (e.g. each, pack, etc.)
13. Have an ordering approval process where one County employee can enter an order and will route for approval from another County employee
14. Include order specific information such as when an item was ordered, shipped, & received
15. Provide historical information such as order history, invoice history, etc.

2.5 DELIVERY OF GOODS

The County reserves the right to cancel an order and/or refuse delivery acceptable if the items ordered are not furnished timely.

2.5.1 Shipping

The Contractor(s) shall ship all in stock items within twenty-four (24) hours of an order being placed. If an item is on backorder or not an in-stock item, the Contractor (s) shall notify the County representative within twenty-four (24) hours from identifying the problem. All orders shall include a shipping receipt that shall include at minimum, the following information:

1. Contractor’s Name
2. Purchase Order # or State “Small Procurement Card Purchase”
3. RFP #
4. Date of Purchase
5. Itemized List of Items Furnished
6. Quantity, List Price, Discount, Extended Cost of Each Item

7. Name of County Representative that Placed the Order

2.5.2 Location

Delivery location is 9375 Chesapeake Street, Suite 123, La Plata, MD 20646 unless otherwise requested in writing by the County. All deliveries received must be offloaded and delivered inside the building at the Contractors expense. All deliveries shall be signed for by a County Representative. There is no loading dock or pallet jack, so no shipped items shall be made via freight.

2.5.3 Time

Deliveries are accepted Monday through Friday from 8:00 a.m. through 4:30 p.m. (eastern time), except on holidays or otherwise requested by the County.

2.5.4 Issues & Damaged Goods

Items received that are damaged will be either rejected at the time of delivery or as soon as noticed. The County will not be charged any fees for damaged or rejected goods.

2.6 INVOICES

Invoices shall be net thirty (30) days and mailed to: Charles County Government, Department of Emergency Services, 200 Baltimore Street, La Plata, MD 20646, emailed to CharlesCoAP@charlescountymd.gov and emailed to other County email addresses as established after contract execution. Invoices shall at minimum include the RFP#, vendor name, date order was made, and itemized pricing.

2.7 DOCUMENT RETENTION

The Contractor(s) shall retain all books, records, and other documents relative to award for five (5) years after final payment, or until audited. The County, its authorized agents, and/or state auditors shall have full access to and the right to examine any materials during this period.

3.0 PROPOSAL ITEM DESCRIPTIONS

Proposal item quantities are estimated and not guaranteed. The *Cost Proposal Form* establishes the unit price and/or percentage discount to be paid for each proposal item. The Offeror agrees that the prices represent a true measure of the labor, shipping, materials, and services required to provide the specified item, including allowances for overhead and profit for each type and unit of work provided.

3.1 BID ITEMS – SECTION A

For Section A on the *Cost Proposal Form*, the Offeror shall provide pricing rounded to the nearest whole cent (e.g., \$.01) along with percentage discount rounded to the nearest hundredth (e.g. 25.15%). The Offeror must provide pricing and percentage discount for all items listed in this section.

3.2 BID ITEMS – SECTION B

For Section B on the *Cost Proposal Form*, the Offeror shall provide percentage discounts rounded to the nearest hundredth (e.g. 25.15%). The percentage discount shall be applied to the list price of items purchased not specified in Bid Item - Section A. The Offeror can specify “N/A” for items not available or offered.

*****END OF SPECIAL PROVISIONS*****

PART C – INSURANCE

1. The Contractor shall provide, at their expense with companies acceptable to the County, and pay premiums for the following insurance:

| Applicable | Provision | |
|-------------------------------------|-----------------------|--|
| <input checked="" type="checkbox"/> | Commercial Automobile | Commercial automobile bodily injury and property damage insurance covering all vehicles whether owned, hired, or non-owned operated by/or on behalf of the Contractor in the performance of this contract with not less than the following units: i. Bodily Injury: \$1,000,000 per person \$2,000,000 per occurrence ii. Property Damage: \$500,000 per occurrence |

| | | |
|-------------------------------------|---|--|
| <input checked="" type="checkbox"/> | Worker’s Compensation | In compliance with Maryland Statutory Liability |
| <input checked="" type="checkbox"/> | Commercial General Liability | Minimum limits of: \$1,000,000 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000 aggregate. |
| <input checked="" type="checkbox"/> | Employers Liability Insurance: | i. \$500,000 each accident for injury ii. \$500,000 each employee, \$500,000 aggregate for disease |
| <input type="checkbox"/> | Umbrella excess liability insurance or excess liability insurance | \$5,000,000 each occurrence/ \$5,000,000 aggregate |
| <input type="checkbox"/> | Professional Liability | Professional liability insurance to include Errors & Omissions coverage with a limit of not less than \$1,000,000 per occurrence subject to \$2,000,000 aggregate. |
| <input type="checkbox"/> | Builder’s Risk Insurance | <p>The Contractor shall purchase and maintain, in a company or companies, lawfully authorized to do business in the State of Maryland, property insurance written on a builders’ risk “all risk” or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising the total value for the entire project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents, until final completion and acceptance by the County. This insurance shall list the County Commissioners of Charles County as the Name of Insured on such builder’s risk policy.</p> <p>This insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, property in transit, property stored on or off site, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation of Architect’s and Contractor’s services and expenses required as a result of such insured loss.</p> |
| <input type="checkbox"/> | Pollution Liability | Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. |
| <input type="checkbox"/> | Marine Liability | Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. |
| <input type="checkbox"/> | Environmental Insurance | Includes pollution and use of chemicals in an amount not less than \$2,000,000 per occurrence and \$3,000,000 annual aggregate. |
| <input type="checkbox"/> | Cyber Insurance | Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. |

2. Each such policy shall be from an insurance company licensed to do business in the State of Maryland and which has a policyholder’s rating of A or better and a financial size of X or larger from Best’s Key Rating Guide.
3. The Contractor shall provide the County with Certificates of Insurance and supported by endorsement evidencing the coverage required by this solicitation prior to award of a contract. All Certificates shall reference the solicitation name and number and have an ending date that covers the entire contract term or extension period. The following certificates shall name “The County Commissioners of Charles County” (or other name as directed by the County) as an additional named insured:
 - A. Commercial automobile bodily injury and property damage insurance
 - B. Commercial General Liability

- C. Builder's Risk
- D. Excess Umbrella Liability

4. If the insurance obtained requires deductibles, the Contractor shall pay all costs not covered because of such deductibles. Providing insurance as required herein does not relieve the Contractor of any responsibility or obligations ensuing as a result of the contract award, or for which the Contractor may be liable by law or otherwise. Proof of Insurance will be required and must be submitted prior to final execution of the Contract by Charles County Government. The Contractor shall be solely responsible for all work performed by subcontractors related to any contract awarded as a result of this solicitation, including but not limited to errors, omissions, and neglect.
5. The providing of any insurance required herein does not relieve the successful Offeror of any of the responsibilities or obligations assumed by the Offeror in the Contract awarded or for which the Offeror may be liable by law or otherwise.
6. Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

Charles County Commissioners



PREPARED BY:

Charles County Government
Department of Fiscal & Administrative Services
Jenifer Ellin, Director
Shanna Reese, Chief of Purchasing
200 Baltimore Street • La Plata, Maryland 20646
MD Relay: 711 • Relay TDD: 1-800-735-2258

www.CharlesCountyMD.gov



Mission Statement: The mission of the Charles County Government is to provide our citizens the highest quality of service possible in a timely, efficient, and courteous manner. To achieve this goal, our government must be operated in an open and accessible atmosphere, be based on comprehensive long- and short-term planning, and have an appropriate managerial organization tempered by fiscal responsibility. We support and encourage efforts to grow a diverse workplace.

Vision Statement: Charles County is a place where all people thrive and businesses grow and prosper; where the preservation of our heritage and environment is paramount; where government services to its citizens are provided at the highest level of excellence; and where the quality of life is the best in the nation.

Equal Opportunity Employer: It is the policy of Charles County to provide equal employment opportunity to all persons regardless of race, color, sex, age, national origin, religious or political affiliation or opinion, disability, marital status, sexual orientation, genetic information, gender identity or expression, or any other status protected by law.

CHARLES COUNTY GOVERNMENT

Department of Fiscal and Administrative Services - Purchasing Division
Telephone: 301-645-0656

RFP No. 22-42 – Medical Supplies**ADDENDUM NUMBER ONE**

TO: All Offerors

Be advised of the following modification(s) & information related to Request for Proposals (RFP) 22-42. These modifications, comments, and attachments are hereby made a part of the solicitation documents to the same extent as if bound therein.

1. Changes – RFP Solicitation**A. Part A, Section 1.2 – Proposal Submission Instructions & Forms**

Delete forms provided in “RFP 22-42 – Forms – 220317.docx” in its entirety and replace with **RFP 22-42 – Revised Forms – 220331.docx and RFP 22-42 – Revised Cost Proposal Form – 220331.xlsx** available on the County’s Bid Board.

Cost Proposal Form has been revised. It has been updated and is now in MS Excel.

B. Part B, Section 2.4, Item 8

Delete the strikethrough text and add the bold italicized text:

8. Maintain a warehouse with ~~one hundred fifty~~ ***within two hundred (200)*** miles of the County delivery location stated in Part B, Section 2.5.2.

2. Clarification

A. The term “List Price” in the RFP solicitation document and Cost Proposal Form shall refer to the retail price.

*****END OF ADDENDUM*****

RFP 22-42 – REVISED FORMS – 220331.docx

Vendor Questionnaire

In an effort to improve the quality of service to the vendor/contractor/consultant community, the Fiscal & Administrative Services Department - Purchasing Division is welcoming you to complete this questionnaire after the specific procurement process in which you participated in is finalized.

Please return the completed questionnaire to: Charles County Government, Attn: Purchasing Division, 200 Baltimore St., La Plata, MD 20646; or via email at: PurAdmin@CharlesCountyMD.gov.

| For the following series of statements, please indicate the degree in which you agree/disagree with the statement. | | | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| 1. Procurement process-based statements | Strongly Disagree | | Neutral | | Strongly Agree |
| The terms and conditions in the solicitation (RFQ, ITB, RFP, etc.) were clear and concise. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| The technical specifications or scope of work in the solicitation (RFQ, ITB, RFP, etc.) were clear and concise. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Adequate time was allotted for responding to the solicitation (RFQ, ITB, RFP, etc.). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Your inquiries and concerns were addressed in a timely and professional manner. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| You were treated in a friendly and professional manner by Purchasing staff. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| You would respond to future solicitations issued by this office. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| A. If you have chosen to not respond to a solicitation in the past, please indicate your reason(s) below: | | | | | |
| <input type="checkbox"/> Other commitments precluded participation at the time <input type="checkbox"/> Inexperienced in the work/commodities required <input type="checkbox"/> Specifications were unclear, too restrictive, etc. (Explain in COMMENTS section) <input type="checkbox"/> Doing business with the County is simply too complicated (Explain in COMMENTS section) <input type="checkbox"/> We cannot be competitive (Explain in COMMENTS section) <input type="checkbox"/> Time allotted for completion of the Quote/Bid/Proposal is insufficient <input type="checkbox"/> Bonding/Insurance requirements are restrictive (Explain in COMMENTS section) <input type="checkbox"/> Bid requirements (other than specifications) are unreasonable (Explain in COMMENTS section) <input type="checkbox"/> MBE or SLBE requirements (Explain in COMMENTS section) <input type="checkbox"/> Prior County contract experience was unprofitable or otherwise unsatisfactory (Explain in COMMENTS section) <input type="checkbox"/> Other reasons: _____ | | | | | |
| Comments: | | | | | |
| | | | | | |

ADDENDUM CERTIFICATION FORM

*****Note N/A if Not Applicable.*****

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: _____

Addendum Number:

Date of Addendum:

1

3/31/2022

The undersigned acknowledges County issued addendums:

Signature: _____

Date: 4/20/2022

Name & Title: Shawn Saylor, CFO

REFERENCE FORM #1

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: *Please see attached References Page*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

Reference #: 1 Jurisdiction/Entity Name: _____

Address: _____ Phone: _____
_____ Fax: _____
_____ Email: _____

Contact Person: _____ Title: _____

Project Name: _____

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

REFERENCE FORM #2

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: *Please see attached References Page*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

Reference #: 2 Jurisdiction/Entity Name: _____

Address: _____ Phone: _____
_____ Fax: _____
_____ Email: _____

Contact Person: _____ Title: _____

Project Name: _____

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

REFERENCE FORM #3

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: *Please see attached References Page*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

Reference #: 3 Jurisdiction/Entity Name: _____

Address: _____ Phone: _____
_____ Fax: _____
_____ Email: _____

Contact Person: _____ Title: _____

Project Name: _____

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

REFERENCE FORM #4

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: *Please see attached References Page*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

Reference #: 4 Jurisdiction/Entity Name: _____

Address: _____ Phone: _____
_____ Fax: _____
_____ Email: _____

Contact Person: _____ Title: _____

Project Name: _____

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

REFERENCE FORM #5

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: *Please see attached References Page*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

Reference #: 5 Jurisdiction/Entity Name: _____

Address: _____ Phone: _____
_____ Fax: _____
_____ Email: _____

Contact Person: _____ Title: _____

Project Name: _____

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

REFERENCE FORM #

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: *Please see attached References Page*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

Reference #: _____ **Jurisdiction/Entity Name:** _____

Address: _____ Phone: _____
_____ Fax: _____
_____ Email: _____

Contact Person: _____ Title: _____

Project Name: _____

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

PROPOSED SUB-CONTRACTORS FORM

Note N/A if Not Applicable. This form may be duplicated if additional space is required

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: N/A

Sub #: _____ Company/Firm Name: _____ Percentage of Participation: _____

Minority Firm Minority Class: _____ Non-Minority Firm

Address: _____

Products/Services: _____

Sub #: _____ Company/Firm Name: _____ Percentage of Participation: _____

Minority Firm Minority Class: _____ Non-Minority Firm

Address: _____

Products/Services: _____

Sub #: _____ Company/Firm Name: _____ Percentage of Participation: _____

Minority Firm Minority Class: _____ Non-Minority Firm

Address: _____

Products/Services: _____

Sub #: _____ Company/Firm Name: _____ Percentage of Participation: _____

Minority Firm Minority Class: _____ Non-Minority Firm

Address: _____

Products/Services: _____

The undersigned certifies the accuracy of the content provided on the Proposed Sub-Contractors Form:

Signature: _____ Date: _____

Name & Title: _____

MBE UTILIZATION AFFIDAVIT FORM

*****Note N/A if Not Applicable.*****

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: N/A

Provide the following information about your firm:

- 1. Certified Minority Business Enterprise? Yes No
 - a. Certified by: State of Maryland? Yes No
 - b. Federal 8-A Registration? Yes No
 - c. Charles County Local Government? Yes No
 - d. Other (please list) _____

Principle Owner's Minority Class (please check):

African American Asian American Women Hispanic American
 Native American Other (please list): _____

- 2. If the response to Question 1 is no, have Minority Business Enterprises provided services, or supplied any items associated with your response to this Request for Quotes, Request for Proposals, or Invitation to Bid? Yes No

NOTE: If the response to Question 2 is yes, please include a list on the next page of all MBE subcontractors, names and addresses, the nature of the services or supplies being furnished, percentage of the overall contract amount and complete the remainder of this form. If the response to Question 2 is no, please provide signature and title at bottom of form.

Total Bid/Proposal/Quote: \$ _____

Total Minority Business Enterprise Bid/Proposal Cost/Value/Amount: \$ _____

Percent of Total Minority Business Enterprise Contract: _____ %

The undersigned certifies the accuracy of the content provided on the MBE Utilization Affidavit Form:

Signature: _____ Date: _____

Name & Title: _____

NON-COLLUSION AFFIDAVIT FORM

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: Bound Tree Medical LLC

I do solemnly declare and affirm, under the penalties of perjury, the following:

1. That neither I, nor the best of my knowledge, information and belief, the Bidder/Offeror/Quoter, nor any officer, director, partner, member, associate or employee of the Bidder/Offeror/Quoter, nor any person in his behalf, has in any way agreed, connived or colluded with any one for and on behalf of the Bidder/Offeror/Quoter, to obtain information that would give the Bidder/Offeror/Quoter an unfair advantage over others, nor gain any favoritism in the award of this contract, nor in any way to produce a deceptive show of competition in the matter of bidding or award of this contract.

2. That neither I, nor the best of my knowledge, information and belief, the Bidder/Offeror/Quoter, nor any officer, director, partner, member, associate of the Bidder/Offeror/Quoter, nor any of its employees directly involved in obtaining contracts with the State of Maryland or any County or any subdivision of the State has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any State or Federal Government of acts or omissions committed after July 1, 1977, except as noted below: All pursuant to Article 78A, Section 16D of the Annotated Code of Maryland.

Signature

Shawn Saylor, CFO
Name and Title of Signer

Bound Tree Medical LLC
Company

4/20/2022
Date

Subscribed to and sworn to before me, a Notary Public of the

_____ (state/district & county/city: e.g., Maryland, Charles County)

4/20/2022 (date: e.g., January 1, 2022) first written above.

Notary Public

My Commission Expire

SMALL LOCAL BUSINESS ENTERPRISE (SLBE) UTILIZATION AFFIDAVIT

Note N/A if Not Applicable.

| Solicitation Information | | |
|---|------------------------------|--------------------------|
| Solicitation Name: <u>Medical Supplies</u> | Solicitation #: <u>22-42</u> | |
| Part 1. Prime Bidder/Offeror SLBE Status | | |
| Name of Bidder/Offeror: <u>N/A</u> | | |
| Respond to the following questions: | | |
| | Check One | |
| | Yes | No |
| 1. Is the Prime Contractor a Registered SLBE? | <input type="checkbox"/> | <input type="checkbox"/> |
| If Yes, identify the Bidder/Offeror’s SLBE Registration #: | | |
| | Yes | No |
| 2. If the response to Question 1 is “No”, is the Bidder/Offeror claiming SLBE preference based upon the use of registered SLBE(s) to provide services or items associated with the Bidder’s/Offeror’s Bid/Proposal? | <input type="checkbox"/> | <input type="checkbox"/> |
| NOTE: If the response to Question 2 is Yes, complete Part 2 below and the “SLBE Subcontractors Participation Schedule” form in Part 4. | | |
| Part 2. SLBE Subcontractor Participation | | |
| Provide the total value of SLBE work to be provided and complete the “SLBE Subcontractors Participation Schedule” form in Part 4 identifying the individual SLBE(s) and the amount of their intended involvement. | | |
| Total Bid/Proposal Price: | \$ | |
| Total SLBE Work – Bid/Proposal Value: | \$ | |
| Percentage of Total Work (Dollar Value) of SLBE(s): | % | |
| Part 3. Certification of SLBE Preferences | | |
| By signing below, the BIDDER/OFFEROR certifies that it has complied with SLBE program requirements and during the course of the project will maintain all terms and conditions set forth in the SLBE forms, including the SLBE participation schedule and Letters of SLBE Intent. Additionally, the BIDDER/OFFEROR will notify the Chief of Purchasing within 72 hours via written notice if a subcontractor on the SLBE participation schedule is unable to perform work set forth in the schedule; and within 7 consecutive days of making the determination, make a written request to amend the SLBE participation schedule. The COUNTY shall be granted access to inspect any relevant matter related to SLBE Program compliance, including records and the jobsite and to interview subcontractors and workers. The BIDDER/OFFEROR is aware that noncompliance, as determined by the COUNTY, may result in the BIDDER/OFFEROR to take corrective actions and/or result in sanctions as set forth in the contract. | | |
| | | |
| <i>Signature</i> | <i>Title</i> | <i>Date</i> |

Part 4. SLBE Subcontractors Participation Schedule

Instructions: Identify each registered SLBE subcontractor below, including SLBE registration numbers, Federal Employer Identification Numbers (FEINs), company names and addresses, the nature of the services or supplies being furnished, value of work to be performed by the SLBE, and the percentage of the overall project amount and complete the “Official Letter of SLBE Intent” with each SLBE subcontractor/joint-venture partner included in the schedule below.

| SLBE Registration # | FEIN or Social Security # | Company Name Address Phone & Fax | Services to be Provided | Value of SLBE Work From Letter of Intent | SLBE % of Contract |
|---------------------|---------------------------|--|-------------------------|--|--------------------|
| | | | | \$ | % |
| | | | | \$ | % |
| | | | | \$ | % |
| | | | | \$ | % |
| | | | | \$ | % |

If additional space is needed, please submit information on a separate sheet and attach hereto. For each registered SLBE subcontractor identified, complete an “Official Letter of SLBE Intent” form provided below.

OFFICIAL LETTER OF SLBE INTENT

Note N/A if Not Applicable.

A LETTER OF INTENT is required for each SLBE identified in Part 4 of the SMALL LOCAL BUSINESS ENTERPRISE (SLBE) UTILIZATION AFFIDAVIT. The LETTER OF INTENT must be signed by both the Bidder/Offeror and Registered SLBE Firm.

| | | |
|---|-------------------------------------|--------------|
| Solicitation Information | | |
| Solicitation Name: <u>Medical Supplies</u> | Solicitation #: <u>22-42</u> | |
| Part 1. To be Completed by the Bidder/Offeror | | |
| Name of Bidder/Offeror: <u>N/A</u> | | |
| Address: _____ | | |
| Contact Name/Title: _____ | | |
| Telephone: _____ Fax: _____ | | |
| Email: _____ | | |
| Identify the services to be performed or items to be supplied by the SLBE, including Bid Item (if applicable): | | |
| _____ | | |
| Value of Work to be Performed by the SLBE: \$ _____ | | |
| Value of Work as a Percentage of Total Bid/Proposal Price: _____ % | | |
| Part 2. To be Completed by the SLBE | | |
| Name of SLBE: _____ | | |
| SLBE Registration #: _____ | | |
| Address: _____ | | |
| Contact Name/Title: _____ | | |
| Telephone: _____ Fax: _____ | | |
| Email: _____ | | |
| Part 3. Certification of SLBE Intent | | |
| The Bidder/Offeror certifies its intent to utilize the SLBE identified above for the effort identified in this bid/proposal, and that the work described above is accurate. Bidder/Offeror will provide the County with a copy of the related subcontract agreement and/or purchase order prior to commencement of the SLBE's work. The SLBE firm certifies that it has agreed to provide such work identified and/or supplies for the amount stated above. | | |
| Bidder/Offeror: | _____ | _____ |
| | <i>Signature</i> | <i>Title</i> |
| | _____ | _____ |
| | <i>Signature</i> | <i>Date</i> |
| SLBE Firm Rep: | _____ | _____ |
| | <i>Signature</i> | <i>Title</i> |
| | _____ | _____ |
| | <i>Signature</i> | <i>Date</i> |

SAMPLE CONTRACT

THIS CONTRACT, made on _____, by and between _____ hereinafter called the CONTRACTOR, and the CHARLES COUNTY COMMISSIONERS, hereinafter called the COUNTY. The parties to this CONTRACT intend to form a CONTRACT under seal.

WHEREAS, the CONTRACTOR will provide the necessary services for **RFP No. 22-42, MEDICAL SUPPLIES**, in CHARLES COUNTY, MARYLAND subject to all conditions, covenants, stipulations, terms and provisions contained in the General Provisions and Special Provisions being in all respect made a part hereof, at and for a sum equal to the aggregate cost of the services, materials, and supplies done or furnished, at the prices and discounts respectively named therefore in the proposal, attached hereto;

NOW, THEREFORE, THIS CONTRACT WITNESSETH, that the CONTRACTOR both hereby covenant and agree with the COUNTY that he will well and faithfully provide said necessary services for the individually listed unit prices and percentage discount shown on the COST PROPOSAL FORM in accordance with each and every one of the above-mentioned General Provisions and Special Provisions, at and for a sum equal to the aggregate cost of the services, materials, and supplies done and furnished at the prices and discounts respectively named therefore in the Contractor’s proposal dated **(TBD)** attached hereto and will well and faithfully comply with and perform each and every obligation imposed upon him by said General Provisions and Special Provisions.

The base term of the CONTRACT shall begin on the date of Contract Execution by the County and end on June 30, 2023, with an option for five (5) 1-year renewals at the sole option of the County. Each 1-year renewal shall commence on July 1 and end on June 30 of the following calendar year.

And the COUNTY doth hereby covenant and agree with the CONTRACTOR that it will pay to the CONTRACTOR when due and payable under the terms of said General Provisions and Special Provisions, the above-mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said General Provisions and Special Provisions or the terms of said award.

IN WITNESS WHEREOF, the parties hereto have set their hands and respective seals as of this day and year first above written:

XXXXXXXXXXXX XXXXXXXXXXXX XXXXXX

COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND

By (Signature): (SEAL)

By: _____

Printed Name/Title: _____

TBD

(Date)

(Date)

(Address)

Approved as to Form and Legal Sufficiency:

(City, State, Zip Code)

TBD

(SEAL)

(Secretary)

(Date)

(Witness)

(Date)

NOTES:

IF CONTRACTOR IS A CORPORATION, THE CORPORATE SECRETARY MUST ALSO SIGN, AND THE CORPORATE SEAL MUST BE IMPRESSED. IF THE CORPORATION DOES NOT POSSESS A SEAL, SIGNATORIES MUST "CIRCLE" THE WORD (SEAL) AND INITIAL.

BUSINESS ENTITIES OTHER THAN CORPORATIONS MUST SIGN, "CIRCLE" THE WORD (SEAL), AND INITIAL. SIGNATURES MUST BE WITNESSED AND DATED.

Amendment to Contract RFP No. 22-42 Medical Supplies

This Amendment (“Amendment”) is made and entered into by and between Charles County, Maryland (“County”) and Bound Tree Medical, LLC (“Contractor”) and is intended to modify the existing agreement under RFP No. 22-42 Medical Supplies (“Contract”).

WHEREAS, the County and Contractor entered into a Contract for the provision of medical supplies pursuant to RFP No. 22-42; and

WHEREAS, the parties desire to amend the Contract to incorporate certain modifications to better reflect updated procurement and operational needs;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree to amend the Contract as follows:

1. Contract Modifications

Pricing Structure: Updated pricing schedule to reflect revised unit costs. See attached Exhibit A.

Federal Grant Compliance: Contractor shall comply with all applicable federal grant requirements, including but not limited to:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Nondiscrimination – Compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.
- Recycled Products – Preference for products containing recycled materials as required under EPA guidelines.
- Clean Air Act and Federal Water Pollution Control Act – Adherence to applicable standards and reporting requirements.
- Debarment and Suspension – Certification that the Contractor is not presently debarred, suspended, or otherwise excluded from participation in federal programs.
- Byrd Anti-Lobbying Amendment – Certification regarding lobbying activities in connection with federal funds.
- Telecommunications Restrictions – Compliance with Section 889 of the National Defense Authorization Act (NDAA), prohibiting use of covered telecommunications equipment or services (e.g., Huawei, ZTE).
- Whistleblower Protections – Adherence to protections for employees reporting fraud, waste, or abuse under federal awards.
- Domestic Preference – Preference for procurement of U.S.-made goods and products as outlined in 2 CFR § 200.322.

Web-Based Ordering System: Contractor shall provide and maintain a secure, user-friendly web-based ordering platform that allows authorized County personnel to place orders, track shipments, view order history, and access product information.

Emergency Support and Disaster Recovery: Contractor shall maintain capabilities to support emergency response and disaster recovery operations, including priority fulfillment, rapid deployment of supplies, and coordination with County emergency management personnel.

Cooperative Use Clause: This Contract may be extended, with the consent of the Contractor, to other public entities or agencies within the State of Maryland or other jurisdictions. Such entities may purchase goods and services under the terms, conditions, and pricing of this Contract, provided that all cooperative purchases are made in accordance with applicable laws and regulations. The Contractor shall have the right to accept or decline participation by other entities.

2. Effective Period

This Amendment shall be incorporated into the Contract as of the date of final signature and shall remain in effect for the duration of the Contract, including any renewal periods exercised under the original agreement.

3. No Other Changes

Except as expressly modified by this Amendment, all other terms and conditions of the original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates below.

Charles County, Maryland

By: Lori Jacobs

Name: Lori Jacobs

Title: Chief, EMS & SOD

Date: 10/29/25

Bound Tree Medical, LLC

By: Corey Case

Name: Corey Case

Title: Chief Marketing Officer

Date: 10/30/2025

Exhibit A Catalog Discount Offering

| Item No. | | Current Discount | Updated Discount |
|-----------------|--|-------------------------|------------------------------|
| B1 | 3M HEALTHCARE | 30% | 42% |
| B2 | ABBOTT | 30% | 60% |
| B3 | ADI MEDICAL | 30% | 40% |
| B4 | ALLIED HEALTHCARE | 30% | 42% |
| B5 | AMBU | 30% | 30% |
| B6 | AMERICAN DIAGNOSTIC CORP. | 30% | 53% |
| B7 | ANSELL | 30% | 35% |
| B8 | B. BRAUN MEDICAL | 30% | 30% |
| B9 | BAXTER | 30% | 30% |
| B10 | BECTON DICKINSON | 30% | 30% |
| B11 | BRIGGS HEALTHCARE | 30% | No Longer Carried |
| B12 | CARDIAC SCIENCE | 30% | 30% |
| B13 | CARDINAL HEALTH | 30% | 44% |
| B14 | CARE FUSION | 30% | No Longer Carried |
| B15 | COMBAT MEDICAL | 30% | No Longer Carried |
| B16 | CONMED | 30% | 47% |
| B17 | CONTERRA | 30% | 37% |
| B18 | CURAPLEX(INCL. EVALUE MED AND TRI-ANIM HEATH SERVICES) | 30% | 46% |
| B19 | DUKAL CORP. | 30% | 44% |
| B20 | DYNAREX CORP. | 30% | 47% |
| B21 | ECOLAB | 30% | 40% |
| B22 | H&H ASSOCIATES | 30% | Updated to Safeguard Medical |
| B23 | HARTWELL | 30% | 35% |
| B24 | HAWKPACKS | 30% | 30% |
| B25 | HEALTHMARK | 30% | 30% |
| B26 | HONEYWELL | 30% | 30% |
| B27 | INTERSURGICAL INC. | 30% | 32% |
| B28 | JTPOSEY | 30% | Updated to TIDI |
| B29 | LAERDAL | 10% | 11% |
| B30 | LIGHTNING STORM | n/a | n/a |
| B31 | MASIMO | 30% | 30% |
| B32 | MEDICAL DEVICE INTERNATIONAL | 30% | 45% |
| B33 | MEDLINE INDUSTRIES | 30% | 47% |
| B34 | MEDSOURCE INT. | 30% | 37% |
| B35 | MEDTRONIC (INCL. COVIDIEN, KENDALL, AND NELLCOR) | 30% | 37% |
| B36 | MERET OXYGEN PRODUCTS | 30% | 30% |
| B37 | METREX | 30% | 30% |
| B38 | MORRISON MEDICAL | 30% | 50% |
| B39 | MYLAN | 30% | No Longer Carried |
| B40 | NASCO INTERNATIONAL | 30% | 30% |
| B41 | NEOTECH | 30% | 42% |
| B42 | NORTH AMERICAN RESCUE | 30% | 37% |
| B43 | OWENS AND MINOR | 30% | 30% |
| B44 | PARENT PRODUCTION | 30% | 46% |
| B45 | PELICAN PRODUCTS | 30% | 44% |
| B46 | PERSYS | 30% | Updated to Safeguard Medical |
| B47 | PHARMACEUTICALS | 15% | 15% |
| B48 | PHILIPS | 30% | 35% |
| B49 | PHILLIPS | 30% | 35% |
| B50 | PROPAK | 30% | 32% |
| B51 | PULMODYNE | 30% | 30% |
| B52 | SAFETEC | 30% | 30% |
| B53 | SIMULAIDS | 10% | 10% |
| B54 | SMITH MEDICAL | 30% | Updated to ICU Medical |
| B55 | SSCOR | 10% | 18% |
| B56 | STAT PACKS | 30% | 30% |

Exhibit A Catalog Discount Offering

| Item No. | | Current Discount | Updated Discount |
|-----------------|--|-------------------------|---------------------------|
| B57 | STRYKER | 30% | 30% |
| B58 | SUN MED | 30% | Updated to Airline |
| B59 | TELEFLEX (INCL. PYNG, RUSCH, TORY, AND WOLF) | 30% | 45% |
| B60 | UCAP IT (SOFTWARE EXCLUDED) | 10% | 10% |
| B61 | WELCH ALLYN | 30% | 42% |
| B62 | WESTMED | 30% | Updated to Airline |
| Additions | AIRLIFE | | 37% |
| Additions | ARKRAY | | 28% |
| Additions | EMS INNOVATIONS | | 25% |
| Additions | FERNO WASHINGTON | | 10% |
| Additions | ICU MEDICAL | | 30% |
| Additions | INNOVATIVE HEALTHCARE | | 30% |
| Additions | IRON DUCK INC. | | 15% |
| Additions | MASTER MEDICAL EQUIPMENT | | 15% |
| Additions | MERCURY MEDICAL | | 15% |
| Additions | NONIN | | 22% |
| Additions | SAFEGUARD MEDICAL | | 30% |
| Additions | SAFETY INTERNATIONAL | | 30% |
| Additions | SAM MEDICAL | | 30% |
| Additions | TAYLOR HEALTHCARE PRODUCTS | | 15% |
| Additions | TIDI PRODUCTS, LLC | | 30% |
| Additions | UE MEDICAL DEVICES INC. | | 15% |
| Additions | ZOLL | | 15% |
| Additions | MANUFACTURERS NOT LISTED | | 25% |

Exclusions:

| |
|---------------------------------------|
| CONSULTING SERVICES |
| EQUIPMENT RENTALS |
| EQUIPMENT SERVICE REPAIR PARTS |
| NARCOTICS CABINETS, PARTS, ACCE |
| PREVENTATIVE MAINTENANCE |
| SERVICE CONTRACTS |
| INVENTORY MANAGEMENT SOFTWARE & PARTS |



CHARLES COUNTY GOVERNMENT
Department of Fiscal & Administrative Services

Jacob Dyer
Acting Director

Phone | 301-645-0570
Fax | 301-645-0505
Email | DFS@CharlesCountyMD.gov

May 8, 2025

Steve Gruenwald, Account Manager

"SENT VIA EMAIL"

Bound Tree Medical, LLC.

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

Email: submitbids@boundtree.com; christopher.fyffe@boundtree.com; steven.grunewald@boundtree.com

Re: RFP 22-42, Medical Supplies
Contract Renewal

Dear Mr. Gruenwald:

This notice is to inform you that your contract to provide Medical Supplies for Charles County Government is being renewed. The renewal will extend the term for one (1) year resulting in a new term of July 1, 2025 through June 30, 2026. This is the 3rd of six (6) additional one-year renewals, which may be granted at the sole option of the County, in accordance with the RFP.

Please return with the signed renewal a valid **Certificate of Insurance** in accordance with the subject RFP during the performance period of this renewal. Certificates must name The County Commissioners of Charles County as an additional named insured, reference the solicitation name and number, and have an ending date that covers the entire contract term or extension period. **Purchasing cannot accept and process your firm's renewal until a current COI is provided. Failure to provide and continue in force such insurance may be considered default of the contract terms and the County may cease utilizing services with your firm until corrected or other actions as defined in the Contract.**

Please sign one copy and return to this office by email to PurRecep@CharlesCountyMD.gov and keep one copy for your files. If you are not authorized to sign on behalf of your organization please forward to the individual that is authorized to sign.

The County appreciates the service you have provided during the course of this Contract and looks forward to a continued amicable relationship. Feel free to contact me at ReeseS@CharlesCountyMD.gov should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Shanna Reese".

Shanna Reese
Chief of Purchasing

May 8, 2025

By signing this contract renewal notice Bound Tree Medical, LLC. acknowledges renewal of this contract for a term of one (1) year in accordance with all terms, conditions, and specifications of the RFP.

By (Signature)

Corey Case

Corey Case (Jun 20, 2025 11:29 EDT)

Jun 20, 2025

Acknowledges: _____

_____ Date

Printed Name/Title

Corey Case / Chief Marketing Officer

SR:mb

cc: Michelle Lilly, *Director, Department of Emergency Services*
Lori Cherry, *Assistant Chief of EMS & Special Operations Division*

22-42 Bound Tree - Renewal

Final Audit Report

2025-05-08

| | |
|-----------------|---|
| Created: | 2025-05-08 (Eastern Daylight Time) |
| By: | Mary Beth Scott (scottmb@charlescountymd.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAIPG_utHWcUpyRt5u1G3_YOSsgwAEyPdH |

"22-42 Bound Tree - Renewal" History

-  Document created by Mary Beth Scott (scottmb@charlescountymd.gov)
2025-05-08 - 8:36:37 AM EDT
-  Document emailed to Shanna Reese (reeses@charlescountymd.gov) for signature
2025-05-08 - 8:36:54 AM EDT
-  Email viewed by Shanna Reese (reeses@charlescountymd.gov)
2025-05-08 - 8:38:24 AM EDT
-  Document e-signed by Shanna Reese (reeses@charlescountymd.gov)
Signature Date: 2025-05-08 - 8:45:51 AM EDT - Time Source: server
-  Agreement completed.
2025-05-08 - 8:45:51 AM EDT

22-42 Bound Tree - Renewal to Vendor - 250508

Final Audit Report

2025-06-20

| | |
|-----------------|--|
| Created: | 2025-06-20 |
| By: | Dwight Lowry (dwight.lowry@boundtree.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAakhIPR0WJXEhGAVhbhzi7xwFE4QCmYJv_ |

"22-42 Bound Tree - Renewal to Vendor - 250508" History

-  Document created by Dwight Lowry (dwight.lowry@boundtree.com)
2025-06-20 - 2:59:16 PM GMT
-  Document emailed to corey.case@sarnova.com for signature
2025-06-20 - 3:00:52 PM GMT
-  Email viewed by corey.case@sarnova.com
2025-06-20 - 3:28:55 PM GMT
-  Signer corey.case@sarnova.com entered name at signing as Corey Case
2025-06-20 - 3:29:40 PM GMT
-  Document e-signed by Corey Case (corey.case@sarnova.com)
Signature Date: 2025-06-20 - 3:29:42 PM GMT - Time Source: server
-  Agreement completed.
2025-06-20 - 3:29:42 PM GMT



CHARLES COUNTY GOVERNMENT
Department of Fiscal & Administrative Services

Jacob Dyer
Acting Director

Phone | 301-645-0570
Fax | 301-645-0505
Email | DFS@CharlesCountyMD.gov

April 10, 2024

Steve Gruenwald, Account Manager

"SENT VIA EMAIL"

Bound Tree Medical, LLC.

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

Email: submitbids@boundtree.com; christopher.fyffe@boundtree.com; steven.grunewald@boundtree.com

Re: RFP 22-42, Medical Supplies
Contract Renewal

Dear Mr. Gruenwald:

This notice is to inform you that your contract to provide Medical Supplies for Charles County Government is being renewed. The renewal will extend the term for one (1) year resulting in a new term of July 1, 2024 through June 30, 2025. This is the 2nd of six (6) additional one-year renewals, which may be granted at the sole option of the County, in accordance with the RFP.

Please keep a valid Certificate of Insurance on file with Purchasing in accordance with the subject RFP during the performance period of this renewal. *Certificates must name The County Commissioners of Charles County as an additional named insured, reference the solicitation name and number, and have an ending date that covers the entire contract term or extension period.*

Please sign one copy and return to this office by email to PurRecep@CharlesCountyMD.gov and keep one copy for your files. If you are not authorized to sign on behalf of your organization please forward to the individual that is authorized to sign.

The County appreciates the service you have provided during the course of this Contract and looks forward to a continued amicable relationship. Feel free to contact me at ReeseS@CharlesCountyMD.gov should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Shanna Reese".

Shanna Reese
Chief of Purchasing

By signing this contract renewal notice Bound Tree Medical, LLC. acknowledges renewal of this contract for a term of one (1) year in accordance with all terms, conditions, and specifications of the RFP.

By (Signature)



7/1/24

Acknowledges:

Date

Printed Name/Title

Corey Case, Chief Marketing Officer

SR:mb

cc: Michelle Lilly, *Director, Department of Emergency Services*
Lori Cherry, *Assistant Chief of EMS & Special Operations Division*

22-42 Bound Tree - Renewal

Final Audit Report

2024-04-09

| | |
|-----------------|---|
| Created: | 2024-04-09 (Eastern Daylight Time) |
| By: | Mary Beth Scott (scottmb@charlescountymd.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAMITt9iP4F3xcYg1HvVnn1YGlivefTLPb |

"22-42 Bound Tree - Renewal" History

-  Document created by Mary Beth Scott (scottmb@charlescountymd.gov)
2024-04-09 - 3:28:50 PM EDT - IP address: 167.102.160.10
-  Document emailed to Shanna Reese (reeses@charlescountymd.gov) for signature
2024-04-09 - 3:29:14 PM EDT
-  Email viewed by Shanna Reese (reeses@charlescountymd.gov)
2024-04-09 - 3:47:27 PM EDT - IP address: 104.47.64.254
-  Document e-signed by Shanna Reese (reeses@charlescountymd.gov)
Signature Date: 2024-04-09 - 3:48:53 PM EDT - Time Source: server- IP address: 167.102.160.10
-  Agreement completed.
2024-04-09 - 3:48:53 PM EDT



CHARLES COUNTY GOVERNMENT
Department of Fiscal & Administrative Services

Jenifer Ellin
Director

Phone | 301-645-0570
Fax | 301-645-0505
Email | DFS@CharlesCountyMD.gov

June 1, 2023

Steve Gruenwald, Account Manager

"SENT VIA EMAIL"

Bound Tree Medical, LLC.

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

Email: submitbids@boundtree.com; christopher.fyffe@boundtree.com; steven.grunewald@boundtree.com

Re: RFP 22-42, Medical Supplies

Contract Renewal

Dear Mr. Gruenwald:

This notice is to inform you that your contract to provide Medical Supplies for Charles County Government is being renewed. The renewal will extend the term for one (1) year resulting in a new term of July 1, 2023 through June 30, 2024. This is the 1st of six (6) additional one-year renewals, which may be granted at the sole option of the County, in accordance with the RFP.

Please keep a valid Certificate of Insurance on file with Purchasing in accordance with the subject RFP during the performance period of this renewal. Certificates must name The County Commissioners of Charles County as an additional named insured, reference the solicitation name and number, and have an ending date that covers the entire contract term or extension period.

Please sign one copy and return to this office by email to PurRecep@CharlesCountyMD.gov and keep one copy for your files. If you are not authorized to sign on behalf of your organization please forward to the individual that is authorized to sign.

The County appreciates the service you have provided during the course of this Contract and looks forward to a continued amicable relationship. Feel free to contact me at ReeseS@CharlesCountyMD.gov should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Shanna Reese".

Shanna Reese
Chief of Purchasing

By signing this contract renewal notice Bound Tree Medical, LLC. acknowledges renewal of this contract for a term of one (1) year in accordance with all terms, conditions, and specifications of the RFP.

By (Signature)



Acknowledges: 7/6/2023
Date

Printed Name/Title

SHAWN SAYLOR / CFO

SR:mb

cc: Michelle Lilly, *Director, Department of Emergency Services*
Lori Cherry, *Assistant Chief of EMS & Special Operations Division*

22-42 Bound Tree - Draft Renewal

Final Audit Report

2023-06-01

| | |
|-----------------|---|
| Created: | 2023-06-01 (Eastern Daylight Time) |
| By: | Mary Beth Scott (scottmb@charlescountymd.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAfD9ZtMRF-c3ffT4xoBGSDVlaEP0sgTZ |

"22-42 Bound Tree - Draft Renewal" History

-  Document created by Mary Beth Scott (scottmb@charlescountymd.gov)
2023-06-01 - 10:14:33 AM EDT - IP address: 167.102.160.10
-  Document emailed to Shanna Reese (reeses@charlescountymd.gov) for signature
2023-06-01 - 10:15:03 AM EDT
-  Email viewed by Shanna Reese (reeses@charlescountymd.gov)
2023-06-01 - 11:07:03 AM EDT - IP address: 104.47.64.254
-  Document e-signed by Shanna Reese (reeses@charlescountymd.gov)
Signature Date: 2023-06-01 - 11:07:24 AM EDT - Time Source: server- IP address: 167.102.160.10
-  Agreement completed.
2023-06-01 - 11:07:24 AM EDT



CHARLES COUNTY GOVERNMENT
Department of Fiscal & Administrative Services

Jenifer Ellin
Director

Phone | 301-645-0570
Fax | 301-645-0505
Email | DFS@CharlesCountyMD.gov

July 12, 2022

Steve Gruenwald, Account Manager

"SENT VIA EMAIL"

Bound Tree Medical, LLC.

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

Email: submitbids@boundtree.com; christopher.fyffe@boundtree.com; steven.grunewald@boundtree.com

Re: RFP 22-42, Medical Supplies

Delivery of Fully Executed Contract

Dear Mr. Gruenwald:

Enclosed, please find one (1) copy of the fully executed Contract for the above referenced project. All future correspondence and your point of contact for this project is Ms. Lori Cherry, Assistant Chief of EMS with the Department of Emergency Services or her designee.

All future coordination and authorizations required for implementing this project will come from her. Please direct all correspondence, questions, requests for payments, etc. to her. Her telephone number is 240-776-6662, and her e-mail is CherryL@CharlesCountyMD.gov.

The Commissioners wish to thank you for your proposal and look forward to working with you on this very important County project. Please contact me at SeidenY@CharlesCountyMD.gov or 301-645-0659 if you have any questions.

Sincerely,

Yaffa Seiden

Yaffa Seiden

Assistant Chief of Purchasing

YS:mb

cc: Michelle Lilly, *Director, Department of Emergency Services*
Lori Cherry, *Assistant Chief of EMS & Special Operations Division*

CONTRACT

THIS CONTRACT, made on Jul 12, 2022, by and between **BOUND TREE MEDICAL LLC**, hereinafter called the CONTRACTOR, and the CHARLES COUNTY COMMISSIONERS, hereinafter called the COUNTY. The parties to this CONTRACT intend to form a CONTRACT under seal.

WHEREAS, the CONTRACTOR will provide the necessary services for **RFP No. 22-42, MEDICAL SUPPLIES**, in CHARLES COUNTY, MARYLAND subject to all conditions, covenants, stipulations, terms and provisions contained in the General Provisions and Special Provisions being in all respect made a part hereof, at and for a sum equal to the aggregate cost of the services, materials, and supplies done or furnished, at the prices and discounts respectively named therefore in the proposal, attached hereto;

NOW, THEREFORE, THIS CONTRACT WITNESSETH, that the CONTRACTOR both hereby covenant and agree with the COUNTY that he will well and faithfully provide said necessary services for the individually listed unit prices and percentage discounts shown on the REVISED COST PROPOSAL FORM in accordance with each and every one of the above-mentioned General Provisions and Special Provisions, at and for a sum equal to the aggregate cost of the services, materials, and supplies done and furnished at the prices and discounts respectively named therefore in the Contractor's proposal dated **April 20, 2022** attached hereto and will well and faithfully comply with and perform each and every obligation imposed upon him by said General Provisions and Special Provisions.

The base term of the CONTRACT shall begin on the date of Contract Execution by the County and end on June 30, 2023, with an option for six (6) 1-year renewals at the sole option of the County. Each 1-year renewal shall commence on July 1 and end on June 30 of the following calendar year.

And the COUNTY doth hereby covenant and agree with the CONTRACTOR that it will pay to the CONTRACTOR when due and payable under the terms of said General Provisions and Special Provisions, the above-mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said General Provisions and Special Provisions or the terms of said award.

IN WITNESS WHEREOF, the parties hereto have set their hands and respective seals as of this day and year first above written:

BOUND TREE MEDICAL LLC.

COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND

By (Signature): [Signature] (SEAL)

Corey Case - Senior Vice President, Marketing

Printed Name/Title:

06/30/2022

(Date)

5000 Tuttle Crossing Blvd.

(Address)

Dublin, Ohio 43016

(City, State, Zip Code)

(Secretary)

6/30/22

(Date)

(Witness)

6/30/2022

(Date)

(SEAL)
Bound Tree Medical
5000 Tuttle Crossing Blvd.
Dublin, OH 43016-2023

By: [Signature]

Reuben B. Collins, II, Esq., President

Jul 12, 2022

(Date)

Approved as to Form and Legal Sufficiency:

E. Wesley Adams III
E. Wesley Adams III (Jul 11, 2022 18:23 EDT)

Wes Adams, County Attorney

NOTES:

IF CONTRACTOR IS A CORPORATION, THE CORPORATE SECRETARY MUST ALSO SIGN, AND THE CORPORATE SEAL MUST BE IMPRESSED. IF THE CORPORATION DOES NOT POSSESS A SEAL, SIGNATORIES MUST "CIRCLE" THE WORD (SEAL) AND INITIAL.

BUSINESS ENTITIES OTHER THAN CORPORATIONS MUST SIGN, "CIRCLE" THE WORD (SEAL), AND INITIAL. SIGNATURES MUST BE WITNESSED AND DATED.

RFP 22-42 - REVISED COST PROPOSAL FORM - 220331

1. Offeror Information

Offeror/Company Name: **Bound Tree Medical LLC**

Point of Contact Name & Title: **Steve Gruenwald, Account Manager**

Point of Contact Email: **submitbids@boundtree.com**

Point of Contact Telephone #: **800.533.0523**

Offeror Address: **5000 Tuttle Crossing Blvd.**

Dublin, OH 43016

Company Formation Date: **2004**

FEIN#: **31-1739487**

By signing below, the offeror certifies the information provided in this section is accurate:

Signature: _____

Date: **4/20/2022**

Name & Title: **Shawn Saylor, CFO**

2. Conditions

- a. The contact information listed in Section 1 shall be used by the County to communicate with the offeror.
- b. The offeror is licensed or will be licensed to do business in the State of Maryland prior to contract award.
- c. The offeror complies with and takes no exceptions to all requirements of the RFP.
- d. The proposal is valid for a minimum of one hundred twenty (120) days from the proposal due date.
- e. This proposal is submitted in accordance with the County's Notice to Offerors requesting proposals to be received for the work outlined in the RFP.
- f. The offeror certifies that their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
- g. The offeror agrees to furnish all services as outlined in the RFP for the prices listed in Section 3.

By signing below, the offeror acknowledges and agrees to the conditions described in this section.

Signature: _____

Date: **4/20/2022**

Name & Title: **Shawn Saylor, CFO**

Please Note: UOM may not be accurate based on how BTM sells each item. Please refer to the BTM Item List below for accurate prices/UOM

3. Pricing

* For Section A on the Cost Proposal Form, the Offeror shall provide pricing rounded to the nearest whole cent (e.g., \$.01) along with percentage discount rounded to the nearest hundredth (e.g. 25.15%). The Offeror must provide bid on all items in this section.

* For Section B on the Cost Proposal Form, the Offeror shall provide percentage discounts rounded to the nearest hundredth (e.g. 25.15%). The percentage discount shall be applied to the list price of items purchased not specified in Bid Item - Section A. The Offeror can specify "N/A" for items not available or offered.

| A. BASE PROPOSAL ITEMS | | | | | | | |
|------------------------|--|-------------|------|------------------|--------------------------|------------|--------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Item# | Description of Items | List Price | U/M | Percent Discount | Extended Price [3-(3*5)] | Est. Qty.* | Total Price |
| A1 | Naloxone 2Mg 2ML Luer Jet Prefilled syringe | \$ 459.90 | Case | 57.56% | \$ 195.18 | 35 | \$ 6,831.30 |
| A2 | DCI Adult reusable sensor, 20-pin connector, 3ft SpCO | \$ 1,029.99 | Each | 33.98% | \$ 680.00 | 20 | \$ 13,600.00 |
| A3 | Defib ECG adult pads w/quik-combo connector 2ft lead, LP12, LP15 | \$ 42.99 | Each | 56.85% | \$ 18.55 | 65 | \$ 1,205.75 |
| A4 | Smart Capnoline plus Non-intubated, oral nasal w/O2 tubing, adult | \$ 1,349.00 | Box | 35.58% | \$ 869.00 | 75 | \$ 65,175.00 |
| A5 | Electrodes, red dot, foam tape and sticky gel, w/o Abrader: Red dot monitoring electrode with foam tape and sticky gel, adult, 1.36 in L x 1.60 in W; 50 per bag | \$ 10.11 | Case | 61.68% | \$ 3.87 | 45 | \$ 174.32 |
| A6 | Glucagon 1mg, 1ml, vial kit with sterile water | \$ 282.99 | Each | 49.73% | \$ 142.25 | 240 | \$ 34,140.00 |
| A7 | Epinephrine,1:10000, 1mg, 10ml Luer Jet | \$ 151.99 | Pack | 30.64% | \$ 105.42 | 100 | \$ 10,542.00 |
| A8 | O2 max Bitrac ED Mask, w/Neb, Adult, w/3-Set valve, Ohmeda Connector: Pulmodyne Item #313-7556XN-1EA | \$ 739.90 | Case | 38.30% | \$ 456.50 | 10 | \$ 4,565.00 |

| A. BASE PROPOSAL ITEMS | | | | | | | |
|------------------------|--|-------------|------|------------------|--------------------------|------------|--------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Item# | Description of Items | List Price | U/M | Percent Discount | Extended Price [3-(3*5)] | Est. Qty.* | Total Price |
| A9 | Nasal Narcan Spray 4mg | \$ 62.50 | Each | 27.71% | \$ 45.18 | 75 | \$ 3,388.77 |
| A10 | IV flush Syringe, normal saline, 10ml, Prefilled 12cc syringe, sterile | \$ 997.00 | Case | 82.33% | \$ 176.18 | 50 | \$ 8,808.84 |
| A11 | Supraglottic Airway kit | \$ 55.99 | Each | 41.97% | \$ 32.49 | 25 | \$ 812.25 |
| A12 | IV Solution lactated ringers 500ml bags | \$ 329.00 | Case | 79.77% | \$ 66.57 | 30 | \$ 1,997.07 |
| A13 | Defib/ECG pads pediatric w/quick-combo connector for LP12, LP15, LP10 | \$ 39.99 | Each | 53.61% | \$ 18.55 | 60 | \$ 1,113.00 |
| A14 | IV Catheter, Clearsafe comfort all sizes | \$ 99.95 | Case | 57.63% | \$ 42.35 | 65 | \$ 2,752.86 |
| A15 | Ketamine, 10ml vial | \$ 211.99 | Box | 59.99% | \$ 84.82 | 20 | \$ 1,696.40 |
| A16 | 4 Wire limb lead w/12 lead capability ECG 5ft trunk cable LP12, LP15 | \$ 699.99 | Pack | 49.46% | \$ 353.75 | 25 | \$ 8,843.75 |
| A17 | Glucose test strips | \$ 17.29 | Box | 47.72% | \$ 9.04 | 125 | \$ 1,130.00 |
| A18 | IV Solution, Dextrose: | | | | | | |
| A18.1 | Dextrose 5%, 100mL bag | \$ 509.00 | Case | 49.12% | \$ 259.00 | 100 | \$ 25,900.00 |
| A18.2 | Dextrose 10%, 250mL bag | \$ 278.16 | Case | 77.91% | \$ 61.44 | 100 | \$ 6,144.00 |
| A19 | Verapamil Vial: | | | | | | |
| A19.1 | 5mg vial | \$ 1,549.75 | Each | 41.99% | \$ 899.00 | 20 | \$ 17,980.00 |
| A19.2 | 10mg vial | \$ 290.00 | Each | 36.20% | \$ 185.03 | 20 | \$ 3,700.64 |

| A. BASE PROPOSAL ITEMS | | | | | | | |
|------------------------|---|------------|------|------------------|--------------------------|------------|--------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Item# | Description of Items | List Price | U/M | Percent Discount | Extended Price [3-(3*5)] | Est. Qty.* | Total Price |
| A20 | Amiodarone Vial: 50mg/mL vial | \$ 121.99 | Each | 59.38% | \$ 49.55 | 10 | \$ 495.50 |
| A21 | Fentanyl: 100 mcg/mL vial | \$ 67.99 | Box | 45.59% | \$ 36.99 | 70 | \$ 2,589.30 |
| A22 | Epinephrine 1:1000 1ml | \$ 240.00 | Each | 47.27% | \$ 126.56 | 25 | \$ 3,164.07 |
| A23 | Ketamine, 20ml vial | \$ 549.90 | Each | 54.42% | \$ 250.66 | 40 | \$ 10,026.36 |
| A24 | IV extension set | \$ 196.00 | Box | 56.63% | \$ 85.00 | 25 | \$ 2,125.00 |
| A25 | IV administration set: 10gtt set, two Y sites | \$ 174.50 | Box | 67.91% | \$ 56.00 | 25 | \$ 1,400.00 |
| A26 | Automatic BP Cuff for LP 15: | | | | | | |
| A26.1 | Pediatric | \$ 8.79 | Each | 63.37% | \$ 3.22 | 60 | \$ 193.20 |
| A26.2 | Adult | \$ 44.79 | Each | 49.56% | \$ 22.59 | 60 | \$ 1,355.40 |
| A26.3 | Large Adult | \$ 8.79 | Each | 44.37% | \$ 4.89 | 60 | \$ 293.40 |
| A27 | Endotracheal tube: | | | | | | |
| A27.1 | Size 2.0 - 5.0 | \$ 1.80 | Box | 61.11% | \$ 0.70 | 100 | \$ 70.00 |
| A27.2 | Size 5.0 - 10.0 | \$ 1.80 | Box | 61.11% | \$ 0.70 | 100 | \$ 70.00 |
| A28 | Diphenhydramine 50mg/ 1ml vial | \$ 60.50 | Box | 52.20% | \$ 28.92 | 15 | \$ 433.80 |
| A29 | Albuterol 0.083%, 2.5mg/3ml | \$ 10.19 | Box | 71.34% | \$ 2.92 | 25 | \$ 73.00 |

| A. BASE PROPOSAL ITEMS | | | | | | | | |
|------------------------|---|------------|------|------------------|--------------------------|------------|-------------|----------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | |
| Item# | Description of Items | List Price | U/M | Percent Discount | Extended Price [3-(3*5)] | Est. Qty.* | Total Price | |
| A30 | Midazolam 5mg/1ml | \$ 77.99 | Box | 84.41% | \$ 12.16 | 10 | \$ 121.60 | |
| A31 | EKG paper for LP15 | \$ 299.40 | Case | 62.53% | \$ 112.20 | 15 | \$ 1,683.00 | |
| A32 | Hypodermic Needles w/shielding mechanism: | | | | | | | |
| A32.1 | 18g | \$ 38.99 | Box | 57.30% | \$ 16.65 | 25 | \$ 416.22 | |
| A32.2 | 21g | \$ 38.99 | Box | 57.30% | \$ 16.65 | 25 | \$ 416.25 | |
| A32.3 | 22g | \$ 38.99 | Box | 57.30% | \$ 16.65 | 25 | \$ 416.25 | |
| A32.4 | 25g | \$ 38.99 | Box | 57.30% | \$ 16.65 | 25 | \$ 416.22 | |
| A33 | TOTAL BASE PROPOSAL ITEMS (SUM OF ITEMS A1 THROUGH 32) | | | | | | | \$ 246,259.51 |

**Estimated Quantities (Est. Qty.) may or may not be used and are not guaranteed*

The undersigned has caused this proposal pricing Section A to be executed as of the date indicated below:

Signature  Date: 4/20/2022

Name & Title: Shawn Saylor, CFO

| B. Additional Items | | |
|----------------------------|---------------------------|--|
| Item No. | Description | Percent Discount off List Price** |
| B1 | 3M Healthcare | 30.00% |
| B2 | Abbott | 30.00% |
| B3 | ADI Medical | 30.00% |
| B4 | Allied HealthCare | 30.00% |
| B5 | AMBU | 30.00% |
| B6 | American Diagnostic Corp. | 30.00% |
| B7 | Ansell | 30.00% |
| B8 | B. Braun Medical | 30.00% |
| B9 | Baxter | 30.00% |
| B10 | Becton Dickinson | 30.00% |
| B11 | Briggs Healthcare | 30.00% |
| B12 | Cardiac Science | 30.00% |
| B13 | Cardinal Health | 30.00% |
| B14 | Care Fusion | 30.00% |
| B15 | Combat Medical | 30.00% |

| B. Additional Items | | |
|----------------------------|--|--|
| Item No. | Description | Percent Discount off List Price** |
| B16 | ConMed | 30.00% |
| B17 | Conterra | 30.00% |
| B18 | Curaplex(incl. Evalve Med and Tri-Anim Heath Services) | 30.00% |
| B19 | Duka Corp. | 30.00% |
| B20 | Dynarex Corp. | 30.00% |
| B21 | Ecolab | 30.00% |
| B22 | H&H Associates | 30.00% |
| B23 | Hartwell | 30.00% |
| B24 | Hawkpacks | 30.00% |
| B25 | Healthmark | 30.00% |
| B26 | Honeywell | 30.00% |
| B27 | Intersurgical Inc. | 30.00% |
| B28 | JtPosey | 30.00% |
| B29 | Laerdal | 10.00% |
| B30 | Lightning Storm | 30.00% |
| B31 | Masimo | 30.00% |

| B. Additional Items | | |
|----------------------------|--|--|
| Item No. | Description | Percent Discount off List Price** |
| B32 | Medical Device International | 30.00% |
| B33 | Medline Industries | 30.00% |
| B34 | Medsource Int. | 30.00% |
| B35 | Medtronic (Incl. Covidien, Kendall, and Nellcor) | 30.00% |
| B36 | Meret Oxygen Products | 30.00% |
| B37 | Metrex | 30.00% |
| B38 | Morrison Medical | 30.00% |
| B39 | Mylan | 30.00% |
| B40 | Nasco International | 30.00% |
| B41 | NeoTech | 30.00% |
| B42 | North American Rescue | 30.00% |
| B43 | Owens and Minor | 30.00% |
| B44 | Parent Production | 30.00% |
| B45 | Pelican Products | 30.00% |
| B46 | Persys | 30.00% |
| B47 | Pharmaceuticals | 15.00% |

| B. Additional Items | | |
|----------------------------|--|--|
| Item No. | Description | Percent Discount off List Price** |
| B48 | Philips | 30.00% |
| B49 | Phillips | 30.00% |
| B50 | Propak | 30.00% |
| B51 | Pulmodyne | 30.00% |
| B52 | Safetec | 30.00% |
| B53 | Simulaid | 10.00% |
| B54 | Smith Medical | 30.00% |
| B55 | SSCOR | 10.00% |
| B56 | Stat Packs | 30.00% |
| B57 | Stryker | 30.00% |
| B58 | Sun Med | 30.00% |
| B59 | Teleflex (Incl. Pyng, Rusch, Tory, and Wolf) | 30.00% |
| B60 | UCAP IT (software excluded) | See Percent Off Sheet |
| B61 | Welch Allyn | 30.00% |
| B62 | Westmed | 30.00% |

**** Percent discount shall apply to items not listed in Section A above and shall also be utilized for the term of the contract.**

The undersigned has caused this proposal pricing Section B to be executed as of the date indicated below:

Signature  _____

Date: 4/20/2022 _____

Name & Title: Shawn Saylor, CFO _____



Bound Tree

CHARLES COUNTY

MEDICAL SUPPLIES

RFP 22-42

DUE – APRIL 22 2022

April 20, 2022

Charles County
200 Baltimore Street
Room#B130
La Plata, Maryland 20646

To Whom It May Concern:

Bound Tree Medical is pleased to offer the attached proposal for the Charles County Bid for Medical Supplies. Please review the following proposal for Bound Tree's competitive bid pricing. We want to emphasize our continued commitment to you to provide the most complete offering of products and services.

The proposal includes the following:

- Proposal Information & Pricing, and Percent Off Information
- BTM Item Numbers & Descriptions
- BTM Pharmaceutical Advantage/ VAWD Certification
- BTM Price Increase Policy
- Disaster Program Information
- BTM University
- References
- Customer Service
- Distribution Center Information
- Return Policy
- Warranty Information
- Online Ordering Capabilities
- Sample COI
- W-9

We thank you again for the opportunity to provide all your EMS equipment and information needs. If you require additional information, our contact information is below.

Stephen Gruenwald
Account Manager
302-562-3625
Steven.Grunewald@boundtree.com

Tyler Craig
Pricing Analyst, Bids & Contracts
614.760.5241
Tyler.Craig@boundtree.com

RFP 22-42 - REVISED COST PROPOSAL FORM - 220331

1. Offeror Information

Offeror/Company Name: **Bound Tree Medical LLC**

Point of Contact Name & Title: **Steve Gruenwald, Account Manager**

Point of Contact Email: **submitbids@boundtree.com**

Point of Contact Telephone #: **800.533.0523**

Offeror Address: **5000 Tuttle Crossing Blvd.**

Dublin, OH 43016

Company Formation Date: **2004**

FEIN#: **31-1739487**

By signing below, the offeror certifies the information provided in this section is accurate:

Signature: _____

Date: **4/20/2022**

Name & Title: **Shawn Saylor, CFO**

2. Conditions

- a. The contact information listed in Section 1 shall be used by the County to communicate with the offeror.
- b. The offeror is licensed or will be licensed to do business in the State of Maryland prior to contract award.
- c. The offeror complies with and takes no exceptions to all requirements of the RFP.
- d. The proposal is valid for a minimum of one hundred twenty (120) days from the proposal due date.
- e. This proposal is submitted in accordance with the County's Notice to Offerors requesting proposals to be received for the work outlined in the RFP.
- f. The offeror certifies that their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
- g. The offeror agrees to furnish all services as outlined in the RFP for the prices listed in Section 3.

By signing below, the offeror acknowledges and agrees to the conditions described in this section.

Signature: _____

Date: **4/20/2022**

Name & Title: **Shawn Saylor, CFO**

Please Note: UOM may not be accurate based on how BTM sells each item. Please refer to the BTM Item List below for accurate prices/UOM

3. Pricing

* For Section A on the Cost Proposal Form, the Offeror shall provide pricing rounded to the nearest whole cent (e.g., \$.01) along with percentage discount rounded to the nearest hundredth (e.g. 25.15%). The Offeror must provide bid on all items in this section.

* For Section B on the Cost Proposal Form, the Offeror shall provide percentage discounts rounded to the nearest hundredth (e.g. 25.15%). The percentage discount shall be applied to the list price of items purchased not specified in Bid Item - Section A. The Offeror can specify "N/A" for items not available or offered.

| A. BASE PROPOSAL ITEMS | | | | | | | |
|------------------------|--|-------------|------|------------------|--------------------------|------------|--------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Item# | Description of Items | List Price | U/M | Percent Discount | Extended Price [3-{3*5}] | Est. Qty.* | Total Price |
| A1 | Naloxone 2Mg 2ML Luer Jet Prefilled syringe | \$ 459.90 | Case | 57.56% | \$ 195.18 | 35 | \$ 6,831.30 |
| A2 | DCI Adult reusable sensor, 20-pin connector, 3ft SpCO | \$ 1,029.99 | Each | 33.98% | \$ 680.00 | 20 | \$ 13,600.00 |
| A3 | Defib ECG adult pads w/quik-combo connector 2ft lead, LP12, LP15 | \$ 42.99 | Each | 56.85% | \$ 18.55 | 65 | \$ 1,205.75 |
| A4 | Smart Capnoline plus Non-intubated, oral nasal w/O2 tubing, adult | \$ 1,349.00 | Box | 35.58% | \$ 869.00 | 75 | \$ 65,175.00 |
| A5 | Electrodes, red dot, foam tape and sticky gel, w/o Abrader: Red dot monitoring electrode with foam tape and sticky gel, adult, 1.36 in L x 1.60 in W; 50 per bag | \$ 10.11 | Case | 61.68% | \$ 3.87 | 45 | \$ 174.32 |
| A6 | Glucagon 1mg, 1ml, vial kit with sterile water | \$ 282.99 | Each | 49.73% | \$ 142.25 | 240 | \$ 34,140.00 |
| A7 | Epinephrine,1:10000, 1mg, 10ml Luer Jet | \$ 151.99 | Pack | 30.64% | \$ 105.42 | 100 | \$ 10,542.00 |
| A8 | O2 max Bitrac ED Mask, w/Neb, Adult, w/3-Set valve, Ohmeda Connector: Pulmodyne Item #313-7556XN-1EA | \$ 739.90 | Case | 38.30% | \$ 456.50 | 10 | \$ 4,565.00 |

| A. BASE PROPOSAL ITEMS | | | | | | | |
|------------------------|--|-------------|------|------------------|--------------------------|------------|--------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Item# | Description of Items | List Price | U/M | Percent Discount | Extended Price [3-(3*5)] | Est. Qty.* | Total Price |
| A9 | Nasal Narcan Spray 4mg | \$ 62.50 | Each | 27.71% | \$ 45.18 | 75 | \$ 3,388.77 |
| A10 | IV flush Syringe, normal saline, 10ml, Prefilled 12cc syringe, sterile | \$ 997.00 | Case | 82.33% | \$ 176.18 | 50 | \$ 8,808.84 |
| A11 | Supraglottic Airway kit | \$ 55.99 | Each | 41.97% | \$ 32.49 | 25 | \$ 812.25 |
| A12 | IV Solution lactated ringers 500ml bags | \$ 329.00 | Case | 79.77% | \$ 66.57 | 30 | \$ 1,997.07 |
| A13 | Defib/ECG pads pediatric w/quick-combo connector for LP12, LP15, LP10 | \$ 39.99 | Each | 53.61% | \$ 18.55 | 60 | \$ 1,113.00 |
| A14 | IV Catheter, Clearsafe comfort all sizes | \$ 99.95 | Case | 57.63% | \$ 42.35 | 65 | \$ 2,752.86 |
| A15 | Ketamine, 10ml vial | \$ 211.99 | Box | 59.99% | \$ 84.82 | 20 | \$ 1,696.40 |
| A16 | 4 Wire limb lead w/12 lead capability ECG 5ft trunk cable LP12, LP15 | \$ 699.99 | Pack | 49.46% | \$ 353.75 | 25 | \$ 8,843.75 |
| A17 | Glucose test strips | \$ 17.29 | Box | 47.72% | \$ 9.04 | 125 | \$ 1,130.00 |
| A18 | IV Solution, Dextrose: | | | | | | |
| A18.1 | Dextrose 5%, 100mL bag | \$ 509.00 | Case | 49.12% | \$ 259.00 | 100 | \$ 25,900.00 |
| A18.2 | Dextrose 10%, 250mL bag | \$ 278.16 | Case | 77.91% | \$ 61.44 | 100 | \$ 6,144.00 |
| A19 | Verapamil Vial: | | | | | | |
| A19.1 | 5mg vial | \$ 1,549.75 | Each | 41.99% | \$ 899.00 | 20 | \$ 17,980.00 |
| A19.2 | 10mg vial | \$ 290.00 | Each | 36.20% | \$ 185.03 | 20 | \$ 3,700.64 |

| A. BASE PROPOSAL ITEMS | | | | | | | |
|------------------------|---|------------|------|------------------|--------------------------|------------|--------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Item# | Description of Items | List Price | U/M | Percent Discount | Extended Price [3-(3*5)] | Est. Qty.* | Total Price |
| A20 | Amiodarone Vial: 50mg/mL vial | \$ 121.99 | Each | 59.38% | \$ 49.55 | 10 | \$ 495.50 |
| A21 | Fentanyl: 100 mcg/mL vial | \$ 67.99 | Box | 45.59% | \$ 36.99 | 70 | \$ 2,589.30 |
| A22 | Epinephrine 1:1000 1ml | \$ 240.00 | Each | 47.27% | \$ 126.56 | 25 | \$ 3,164.07 |
| A23 | Ketamine, 20ml vial | \$ 549.90 | Each | 54.42% | \$ 250.66 | 40 | \$ 10,026.36 |
| A24 | IV extension set | \$ 196.00 | Box | 56.63% | \$ 85.00 | 25 | \$ 2,125.00 |
| A25 | IV administration set: 10gtt set, two Y sites | \$ 174.50 | Box | 67.91% | \$ 56.00 | 25 | \$ 1,400.00 |
| A26 | Automatic BP Cuff for LP 15: | | | | | | |
| A26.1 | Pediatric | \$ 8.79 | Each | 63.37% | \$ 3.22 | 60 | \$ 193.20 |
| A26.2 | Adult | \$ 44.79 | Each | 49.56% | \$ 22.59 | 60 | \$ 1,355.40 |
| A26.3 | Large Adult | \$ 8.79 | Each | 44.37% | \$ 4.89 | 60 | \$ 293.40 |
| A27 | Endotracheal tube: | | | | | | |
| A27.1 | Size 2.0 - 5.0 | \$ 1.80 | Box | 61.11% | \$ 0.70 | 100 | \$ 70.00 |
| A27.2 | Size 5.0 - 10.0 | \$ 1.80 | Box | 61.11% | \$ 0.70 | 100 | \$ 70.00 |
| A28 | Diphenhydramine 50mg/ 1ml vial | \$ 60.50 | Box | 52.20% | \$ 28.92 | 15 | \$ 433.80 |
| A29 | Albuterol 0.083%, 2.5mg/3ml | \$ 10.19 | Box | 71.34% | \$ 2.92 | 25 | \$ 73.00 |

| A. BASE PROPOSAL ITEMS | | | | | | | |
|------------------------|---|------------|------|------------------|--------------------------|------------|----------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Item# | Description of Items | List Price | U/M | Percent Discount | Extended Price [3-(3*5)] | Est. Qty.* | Total Price |
| A30 | Midazolam 5mg/1ml | \$ 77.99 | Box | 84.41% | \$ 12.16 | 10 | \$ 121.60 |
| A31 | EKG paper for LP15 | \$ 299.40 | Case | 62.53% | \$ 112.20 | 15 | \$ 1,683.00 |
| A32 | Hypodermic Needles w/shielding mechanism: | | | | | | |
| A32.1 | 18g | \$ 38.99 | Box | 57.30% | \$ 16.65 | 25 | \$ 416.22 |
| A32.2 | 21g | \$ 38.99 | Box | 57.30% | \$ 16.65 | 25 | \$ 416.25 |
| A32.3 | 22g | \$ 38.99 | Box | 57.30% | \$ 16.65 | 25 | \$ 416.25 |
| A32.4 | 25g | \$ 38.99 | Box | 57.30% | \$ 16.65 | 25 | \$ 416.22 |
| A33 | TOTAL BASE PROPOSAL ITEMS (SUM OF ITEMS A1 THROUGH 32) | | | | | | \$ 246,259.51 |

**Estimated Quantites (Est. Qty.) may or may not be used and are not guaranteed*

The undersigned has caused this proposal pricing Section A to be executed as of the date indicated below:

Signature _____

Date: 4/20/2022

Name & Title: Shawn Saylor, CFO

| B. Additional Items | | |
|----------------------------|---------------------------|--|
| Item No. | Description | Percent Discount off List Price** |
| B1 | 3M Healthcare | 30.00% |
| B2 | Abbott | 30.00% |
| B3 | ADI Medical | 30.00% |
| B4 | Allied HealthCare | 30.00% |
| B5 | AMBU | 30.00% |
| B6 | American Diagnostic Corp. | 30.00% |
| B7 | Ansell | 30.00% |
| B8 | B. Braun Medical | 30.00% |
| B9 | Baxter | 30.00% |
| B10 | Becton Dickinson | 30.00% |
| B11 | Briggs Healthcare | 30.00% |
| B12 | Cardiac Science | 30.00% |
| B13 | Cardinal Health | 30.00% |
| B14 | Care Fusion | 30.00% |
| B15 | Combat Medical | 30.00% |

| B. Additional Items | | |
|----------------------------|--|--|
| Item No. | Description | Percent Discount off List Price** |
| B16 | ConMed | 30.00% |
| B17 | Conterra | 30.00% |
| B18 | Curaplex(incl. Evalve Med and Tri-Anim Heath Services) | 30.00% |
| B19 | Duka Corp. | 30.00% |
| B20 | Dynarex Corp. | 30.00% |
| B21 | Ecolab | 30.00% |
| B22 | H&H Associates | 30.00% |
| B23 | Hartwell | 30.00% |
| B24 | Hawkpacks | 30.00% |
| B25 | Healthmark | 30.00% |
| B26 | Honeywell | 30.00% |
| B27 | Intersurgical Inc. | 30.00% |
| B28 | JtPosey | 30.00% |
| B29 | Laerdal | 10.00% |
| B30 | Lightning Storm | 30.00% |
| B31 | Masimo | 30.00% |

| B. Additional Items | | |
|----------------------------|--|--|
| Item No. | Description | Percent Discount off List Price** |
| B32 | Medical Device International | 30.00% |
| B33 | Medline Industries | 30.00% |
| B34 | Medsource Int. | 30.00% |
| B35 | Medtronic (Incl. Covidien, Kendall, and Nellcor) | 30.00% |
| B36 | Meret Oxygen Products | 30.00% |
| B37 | Metrex | 30.00% |
| B38 | Morrison Medical | 30.00% |
| B39 | Mylan | 30.00% |
| B40 | Nasco International | 30.00% |
| B41 | NeoTech | 30.00% |
| B42 | North American Rescue | 30.00% |
| B43 | Owens and Minor | 30.00% |
| B44 | Parent Production | 30.00% |
| B45 | Pelican Products | 30.00% |
| B46 | Persys | 30.00% |
| B47 | Pharmaceuticals | 15.00% |

| B. Additional Items | | |
|----------------------------|--|--|
| Item No. | Description | Percent Discount off List Price** |
| B48 | Philips | 30.00% |
| B49 | Phillips | 30.00% |
| B50 | Propak | 30.00% |
| B51 | Pulmodyne | 30.00% |
| B52 | Safetec | 30.00% |
| B53 | Simulaid | 10.00% |
| B54 | Smith Medical | 30.00% |
| B55 | SSCOR | 10.00% |
| B56 | Stat Packs | 30.00% |
| B57 | Stryker | 30.00% |
| B58 | Sun Med | 30.00% |
| B59 | Teleflex (Incl. Pyng, Rusch, Tory, and Wolf) | 30.00% |
| B60 | UCAP IT (software excluded) | See Percent Off Sheet |
| B61 | Welch Allyn | 30.00% |
| B62 | Westmed | 30.00% |

**** Percent discount shall apply to items not listed in Section A above and shall also be utilized for the term of the contract.**

The undersigned has caused this proposal pricing Section B to be executed as of the date indicated below:

Signature _____

Date: **4/20/2022** _____

Name & Title: **Shawn Saylor, CFO** _____

Item List for Charles County Emergency Services
Medical Supplies

| Charles County Emergency Services Line ID | Charles County Emergency Services Item Description | Bound Tree Medical Item # | Bound Tree Medical Item Description | Vendor Name | Vendor Item # | Quoted Price | Selling UOM |
|---|--|------------------------------|--|-------------------------------------|---------------|--------------|----------------|
| A1 | Naloxone 2Mg 2ML Luer Jet Prefilled syringe | 373369 | NALOXONE 2MG 2ML LUER JET 1029B 10EA/CS | IMS LIMITED | 7632933691 | \$ 195.18 | 10/CS |
| A2 | DCI Adult reusable sensor, 20-pin connector, 3ft SpCO | 2712-26963 | Masimo Rainbow DCI, Adult Reusable Sensor, 20-pin Connector, 3 ft, SpCO, SpMet, SpO2 | MASIMO | 2696 | \$ 680.00 | 1/EA |
| A3 | Defib ECG adult pads w/quik-combo connector 2ft lead, LP12, LP15 | 16384 | Curaplex Select Multi-Function Defibrillator Pads, Physio Control, Adult | CURAPLEX BY BOUND TREE | 6600205H | \$ 18.55 | 1/PR |
| A4 | Smart Capnoline plus Non-intubated, oral nasal w/O2 tubing, adult Electrodes, red dot, foam tape and sticky gel, w/o Abrader: Red dot monitoring electrode with foam tape and sticky gel, adult, 1.36 in L x 1.60 in W; 50 per bag | 177268 | SMART CAPNOLINE PLUS NON INTUBATED, ORAL NASAL W/O2 TUBING, ADULT/INTERMEDIATE 100EA/BX | MEDTRONIC (covidien) | MVAO100U | \$ 8.69 | 1/EA |
| A5 | Electrodes, Red Dot, Monitoring, Foam Tape, Sticky Gel, w/Abrader 50/bg 20bg/cs | C925301 | Electrodes, Red Dot, Monitoring, Foam Tape, Sticky Gel, w/Abrader 50/bg 20bg/cs | 3M | 2570 | \$ 9.69 | 50/BG |
| A6 | Glucagon 1mg, 1ml, vial kit with sterile water | 0593-03 | Glucagon 1mg, 1ml vial kit with 1ml Sterile Water | OTHER MANUFACTURER | 63323-0593-03 | \$ 142.25 | 1/EA |
| A7 | Epinephrine,1:10000, 1mg, 10ml Luer Jet | 373316 | *MFG B/O* Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B 10ea/pk | IMS LIMITED | 7632933161 | \$ 105.42 | 10/PK |
| A8 | O2 max Bitrac ED Mask, w/Neb, Adult, w/3-Set valve, Ohmeda Connector: Pulmodyne Item #313-7556XN-1EA | 313-7556XN-1EA | O2-MAX Fixed 3-SET O2-CPAP, w/Integrated Neb, Bitrac ED Mask w/Ohmeda Quik-Connect, Adult MED | PULMODYNE | 313-7556XN-1 | \$ 45.65 | 1/EA |
| A9 | Nasal Narcan Spray 4mg | 0353-02 | Nasal Narcan Spray 4mg, 0.1ml, (Naloxone) 2/bx 12bx/cs | Emergent Devices (Adapt Pharma Inc) | 69547-353-02 | \$ 90.36 | 2/BX |
| A10 | IV flush Syringe, normal saline, 10ml, Prefilled 12cc syringe, sterile | 600-10 | IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile 100ea/bx 4bx/cs | AQUABILITI | 2T0806 | \$ 0.44 | 1/EA |
| A11 | Supraglottic Airway kit | 2114-44434 | *NEW DESIGN* Supraglottic Airway Kit, King LTS-D Adult, incl Tube, 60cc Syringe, Lube, Red, Size 4 | AMBU | KLTS434 | \$ 32.49 | 1/EA |
| A12 | IV Solution lactated ringers 500ml bags | G0903 | IV Solution, Lactated Ringers 500ml Bag 24ea/cs BBraun L7501 | B. BRAUN MEDICAL, INC | L7501 | \$ 2.77 | 1/EA |
| A13 | Defib/ECG pads pediatric w/quick-combo connector for LP12, LP15, LP10 | 16383 | Curaplex Select Multi-Function Defibrillator Pads, Physio Control, Pediatric | CURAPLEX BY BOUND TREE | 6600201H | \$ 18.55 | 1/PR |
| A14.1 | IV Catheter, Clearsafe comfort all sizes; Size 14ga | 1612-84110 | ClearSafe Safety IV Catheter 14ga x 1.25in | CURAPLEX BY BOUND TREE | MS-84114 | \$ 1.25 | 1/EA |
| A14.2 | IV Catheter, Clearsafe comfort all sizes; Size 16ga | 1612-84120 | Curaplex IV Catheter, ClearSafe, 16 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs | CURAPLEX BY BOUND TREE | MS-84116 | \$ 1.25 | 1/EA |
| A14.3 | IV Catheter, Clearsafe comfort all sizes; Size 18ga | 1612-84130 | Curaplex IV Catheter, ClearSafe, 18 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs | CURAPLEX BY BOUND TREE | MS-84118 | \$ 1.25 | 1/EA |
| A14.4 | IV Catheter, Clearsafe comfort all sizes; Size 20ga | 1612-84240 | Curaplex IV Catheter, ClearSafe Comfort, 20 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs | CURAPLEX BY BOUND TREE | MS-84220 | \$ 1.30 | 1/EA |
| A14.5 | IV Catheter, Clearsafe comfort all sizes; Size 22ga | 1612-84250 | Curaplex IV Catheter, ClearSafe Comfort, 22 ga x 1 in, Safety 50ea/bx 4bx/cs | CURAPLEX BY BOUND TREE | MS-84222 | \$ 1.30 | 1/EA |
| A14.6 | IV Catheter, Clearsafe comfort all sizes; Size 24ga | 1612-84260 | Curaplex IV Catheter, ClearSafe Comfort, 24 ga x 3/4 in, Safety 50ea/bx 4bx/cs | CURAPLEX BY BOUND TREE | MS-84224 | \$ 1.30 | 1/EA |
| A15 | Ketamine, 10ml vial | 2051-05 | C3 KETAMINE 100MG/ML, 5ML VIAL, 10/BX | PFIZER INC. | 0409205105 | \$ 84.82 | 10/BX |
| A16 | 4 Wire limb lead w/12 lead capability ECG 5ft trunk cable LP12, LP15 | 2743-01811 | *SEE NOTES* 4 WIRE LIMB LEAD W/12 LEAD CAPABILITY ECG 5ft TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15 | STRYKER | 11111-000018 | \$ 353.75 | 1/EA |
| A17 | Glucose test strips | 2763-53050 | Blood Glucose Test Strips, Assure Prism Multi 50/bx*Approved for Multipatient Use* | Arkray | 530050 | \$ 9.04 | 50/BX |
| A18.1 | IV Solution, Dextrose: Dextrose 5%, 100mL bag | 7923-23EA | Dextrose, 5%, 100ml Bag *MFCTR Backorder* | ICU MEDICAL | 0792323 | \$ 2.59 | 1/EA |
| A18.2 | IV Solution, Dextrose: Dextrose 10%, 250mL bag | 7520-20 | IV Solution, Dextrose 10% 250ml Bag 24ea/cs | B. BRAUN MEDICAL, INC | L5202 | \$ 2.56 | 1/EA |
| A19.1 | Verapamil Vial: 5mg vial | 0074114401 | Verapamil, 5mg, 2ml Vial | PFIZER INC. | 0409114405 | \$ 899.00 | 25/BX |
| A19.2 | Verapamil Vial: 10mg vial | A81144-02 | Verapamil, 10mg, 4ml Vial | PFIZER INC. | 0409114402 | \$ 185.00 | 5/BX |
| A20 | Amiodarone Vial: 50mg/mL vial | 0616-03 | Amiodarone, 150mg, 3ml Vial | OTHER MANUFACTURER | 63323-0616-03 | \$ 49.55 | 25/PK |
| A21 | Fentanyl: 100 mcg/mL vial | 379094 | Fentanyl, Class II, 0.05mg/ml, 2ml Vial | PFIZER INC. | 0409909422 | \$ 36.99 | 25/BX |

Item List for Charles County Emergency Services
Medical Supplies

| Charles County Emergency Services Line ID | Charles County Emergency Services Item Description | Bound Tree Medical Item # | Bound Tree Medical Item Description | Vendor Name | Vendor Item # | Quoted Price | Selling UOM |
|---|--|------------------------------|--|------------------------------------|---------------|--------------|----------------|
| A22 | Epinephrine 1:1000 1ml | 103-10 | Epinephrine 1mg, 1ml ampule 1ea 10ea/pk | BPI LABS, LLC | 54288-103-10 | \$ 126.51 | 10/PK |
| A23 | Ketamine, 20ml vial | 0181-20 | C3 Ketamine 10mg/ml 20ml Vial 10/bx | OTHER MANUFACTURER | 996504 | \$ 250.70 | 10/BX |
| A24 | IV extension set | 1714-31081 | Curaplex 8in Extension Set | CURAPLEX BY BOUND TREE | AE3108-CUR | \$ 0.85 | 1/EA |
| A25 | IV administration set: 10gtt set, two Y sites | G1010 | IV Admin Set, 96 in, 10 Drop, 2 Y Sites 50ea/cs | AMSINO INTERNATIONAL INC | 109602 | \$ 1.12 | 1/EA |
| A26.1 | Automatic BP Cuff for LP 15: Pediatric | 2614-21309 | BP Cuff, FlexiPort, Size 9 Child, Disposable, Two Tube, Locking Connector 20ea/cs | WELCH ALLYN, INC.. | SOFT-09-2MQ | \$ 3.22 | 1/EA |
| A26.2 | Automatic BP Cuff for LP 15: Adult | 2615-21311 | BP Cuff, FlexiPort, Size 11 Adult, Reusable, Two Tube, Locking Connector | WELCH ALLYN, INC.. | REUSE-11-2MQ | \$ 22.59 | 1/EA |
| A26.3 | Automatic BP Cuff for LP 15: Large Adult | 2614-21312L | BP Cuff, FlexiPort, Size 12L LG Adult Long, Disposable, Two Tube, Locking Connector 20ea/cs | WELCH ALLYN, INC.. | SOFT-12L-2MQ | \$ 4.89 | 1/EA |
| A27.1 | Endotracheal tube: Size 2.0 - 5.0 | 2113-20245 | CURAPLEX Endotracheal Tube, Cuffed, w/o Stylette, 4.5mm | CURAPLEX BY BOUND TREE | 2113-20245 | \$ 0.70 | 1/EA |
| A27.2 | Endotracheal tube: Size 5.0 - 10.0 | 2113-20250 | CURAPLEX Endotracheal Tube, Cuffed, w/o Stylette, 5.0mm | CURAPLEX BY BOUND TREE | 2113-20250 | \$ 0.70 | 1/EA |
| A28 | Diphenhydramine 50mg/ 1ml vial | 0376-25 | DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL 25 VIALS/PK | Hikma Pharmaceuticals USA Inc | 0641037625 | \$ 28.92 | 25/PK |
| A29 | Albuterol 0.083%, 2.5mg/3ml | 9501-25 | ALBUTEROL 0.083% 2.5MG, 3ML 25VIALS/BX | NEPHRON PHARMACEUTICALS CORP | 9501-25 | \$ 2.92 | 25/BX |
| A30 | Midazolam 5mg/1ml | 2308-01 | C4 Midazolam 5mg, 1ml Vial 10/bx | Pfizer Inc. | 0409230801 | \$ 12.16 | 10/BX |
| A31 | EKG paper for LP15 | 2745-10108 | Curaplex ECG Chart Paper, Thermal, 108mm, Red Grid, for Physio- Control LP11, LP12, LP15 1/RL 60RL/CT | CURAPLEX BY BOUND TREE | LP12 | \$ 1.87 | 1/RL |
| A32.1 | Hypodermic Needles w/shielding mechanism: 18g | 1641-91830 | Safety Glide Hypodermic Needle, 18ga x 1 1/2inch | Becton Dickinson | 305918 | \$ 0.33 | 1/EA |
| A32.2 | Hypodermic Needles w/shielding mechanism: 21g | G4010 | Safety Glide Hypodermic Needle, 21ga x 1inch | BECTON DICKINSON | 305915 | \$ 16.65 | 50/BX |
| A32.3 | Hypodermic Needles w/shielding mechanism: 22g | C012350 | Safety Glide Hypodermic Needle, 22ga x 1 1/2inch | BECTON DICKINSON | 305900 | \$ 16.65 | 50/BX |
| A32.4 | Hypodermic Needles w/shielding mechanism: 25g | 62305916 | Needle Hypodermic, SafetyGlide, 25 ga x 1 inch, with shielding mechanism 500ea/cs (50/bx 10bx/cs) | Becton Dickinson | 305916 | \$ 0.33 | 1/EA |



To Whom It May Concern:

In response to your bid request, Bound Tree Medical is pleased to offer 30% off of the prices from the current Bound Tree Medical Emergency Medical Product Catalog. These items are also available for reference on our website, www.boundtree.com.

In order to provide a percentage off list discount, it is necessary for Bound Tree to exclude certain product categories or manufacturer products. This is largely due to the cost variability of these items as a result of market demand and raw material costs.

Products excluded from the percentage off bid include the following:

| Manufacturers Excluded | | Product Categories Excluded |
|-------------------------------|--|---|
| <i>Cardio Partners</i> | | <i>Capital Equipment</i> |
| <i>Ferno Washington</i> | | <i>Custom Kits</i> |
| <i>KingFisher Medical</i> | | <i>Inventory & Secure Storage Systems</i> |
| <i>Laerdal - 10%</i> | | <i>King Vision</i> |
| <i>Simulaids - 10%</i> | | <i>Preventative Maintenance</i> |
| <i>SScor - 10%</i> | | <i>Rescue Buddies</i> |
| <i>Thermal Angel</i> | | <i>Service Contracts</i> |
| <i>Z-Medica (QuikClot)</i> | | <i>Supraglottic Airways and Kits</i> |

In addition, Pharmaceutical and IV Solutions product categories will be offered at a 15% discount from the current listed prices on www.boundtree.com.

Bound Tree Medical is unable to hold prices static for the period of time requested, but we are able to hold the proposed percentage off for the term of the contract.

We are pleased to provide you with a competitive bid for the emergency medical supplies and equipment that you are seeking. Please contact our Bids and Contracts Department at 800-533-0523 with any questions. Thank you.

Sincerely,

Tyler Craig

Tyler Craig
Pricing Analyst
Bid & Contracts
Bound Tree Medical, LLC



THE PHARMACEUTICAL ADVANTAGE

Bound Tree Medical specializes in emergency medical equipment, supplies and product expertise for EMS providers, supporting customers with EMS-experienced account managers, product specialists and customer service representatives.

In addition to a full line of EMS equipment and supplies, Bound Tree Medical also offers a full line of EMS pharmaceuticals and accessories, including Class II and Class IV drugs.

Bound Tree is known for leadership and professionalism within the industry. We protect our customers and uphold federal standards by complying with regulatory guidelines pertaining to pharmaceuticals. Because of our vast product offering and commitment to high quality service, Bound Tree is the leading choice to fulfill your pharmaceutical needs.



VAWD Certified State and Nationally Licensed

Several of BoundTree's Distribution Centers have received VAWD (Verified - Accredited Wholesale Distributors) accreditation from the National Association of Boards of Pharmacy (NABP). VAWD accreditation is achieved after a criteria compliance review that includes a rigorous evaluation of operating policies and procedures, licensure verification, survey of facility and operations, background checks and screening through the NABP Clearinghouse. Our accreditation demonstrates that we are in compliance with state and federal laws and that our prescription drugs are distributed safely and securely.

For a complete listing of VAWD-Accredited Facilities, please visit:

<https://nabp.pharmacy/programs/accreditations-inspections/drug-distributor/accredited-drug-distributors/>



Compliant with DSCSA Requirements

Under the Drug Supply Chain Security Act (DSCSA), entities in the supply chain including manufacturers, wholesale distributors, and dispensers have responsibilities to meet the requirements of the DSCSA. As of May 1, 2015 all wholesalers are required by law, under the DSCSA, to provide transaction information, transaction history and transaction statements for the pharmaceuticals that they supply.

BoundTree is compliant with these FDA standards which helps improve patient protection by preventing the distribution of substandard or ineffective drugs and while providing our customers with the product and transaction information they need to be in compliance with the FDA standards.

Under the DSCSA you are responsible for knowing that your prescription drug wholesale distributor is an authorized trading partner who holds a valid state or federal license. BoundTree Medical is licensed federally and in all 50 states. Purchasing from a licensed and VAWD accredited distributor like BoundTree Medical makes great strides to ensure none of your purchases will ever be counterfeit, contaminated, improperly stored and transported, ineffective, and/or unsafe.

Wholesaler Distributor licenses can be searched online:

www.fda.gov/Drugs/DrugSafety/DrugIntegrityandSupplyChainSecurity/ucm281446.htm



Controlled Substance Ordering System (CSOS)

Class II Controlled Substances can be ordered through our secure electronic Controlled Substances Ordering System (CSOS) without the supporting paper DEA Form 222! The DEA's CSOS program is the only allowance for electronic ordering of Class II controlled substances. To participate in CSOS, the DEA registrant must first acquire a CSOS digital certificate from the DEA. Once the certificate is received, Class II orders can be placed through our secured website: e222.boundtree.com

For more information about CSOS please visit: www.deaecom.gov

BoundTree will continue to accept paper 222 forms for those who wish to utilize that method for ordering.



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BoundTree Medical is committed to compliance with these federal and state regulations for the benefit of our customers, their communities and their patients. These efforts protect our customers by helping to ensure that they are also compliant with federal and state regulations and practicing safe and effective patient care. With BoundTree Medical, EMS providers know that they will receive pharmaceuticals through a secure and reliable distribution process.



Pharmaceutical Price Increase

It is Bound Tree's intent not to increase pricing on pharmaceutical products for the initial contract term. However, manufacturers have recently been significantly increasing prices on pharmaceutical products due to market conditions and the associated costs to comply with federal legislations. In the event such price increases occur after the bid award, Bound Tree will notify you of such increases and provide adequate documentation from the manufacturer to demonstrate evidence of increase. The new pricing will then go into effect based on a notification period provided. If the customer does not accept the increase, Bound Tree reserves the right to remove the product(s) from the contract or find an alternative product at no additional cost to Bound Tree.

Partners in EMS



In-Service Training

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



Advanced Online Tools

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



24-Hour Disaster Support

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



Grants Support

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



Passion and Perspective

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



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

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



Bound Tree

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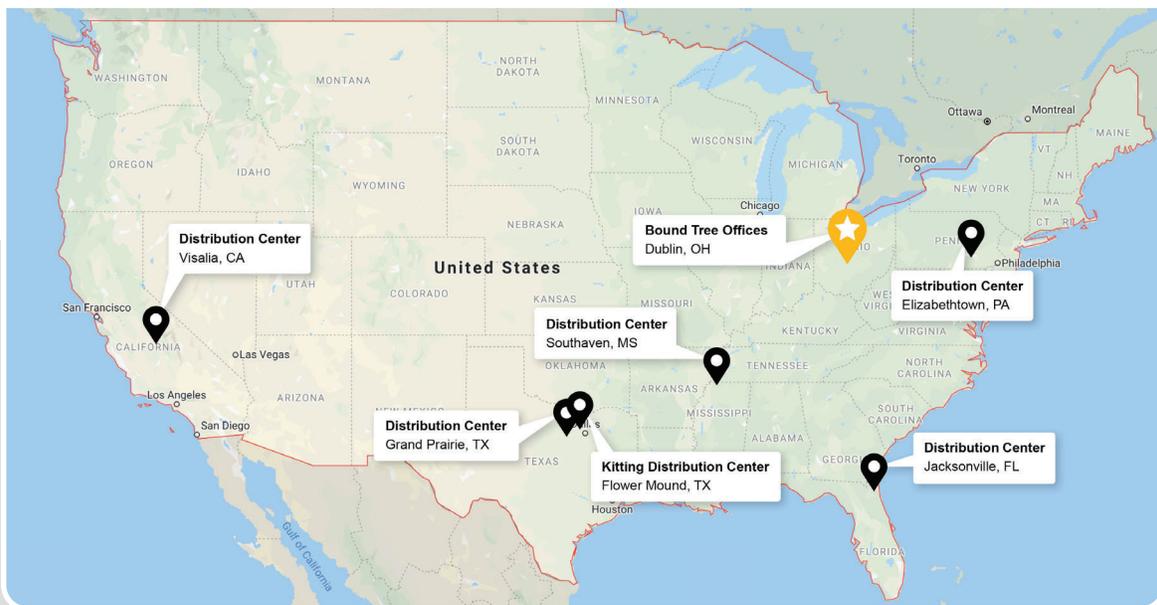
Welcome.

Bound Tree Medical (BTM) is a leading, nationwide distributor of emergency medical equipment, supplies and pharmaceuticals to EMS, government customers, fire and other first responders.



Nationwide stats and facts.

- **Strategically located** to service 98% of our customers within two days.
- **Over 1 million** packages are shipped annually.
- **Over 30,000** customers serviced.
- **20 million lbs.** of medical supplies shipped in 2020.
- **8 million lbs.** of PPE equipment shipped to help our medical professionals fight COVID 19.
- **State-of-the-art facilities** focused on quality, reducing carbon footprint and providing best-in-class service levels.



BOUND TREE MEDICAL

5000 Tuttle Crossing Blvd

Dublin, OH 43016



800.533.0523



BOUNDTREE.COM

Fast facts.

- **Offices** in Dublin, OH.
- **Over 40 years** as the single largest distributor of EMS Supplies to first responders - Fire Departments, Law Enforcement and EMS Agencies, both private and public.
- **Over 15,000** medical supplies, equipment and pharmaceuticals from hundreds of leading healthcare manufacturers.

Sourcing & supply integrity.

- **Source** high-quality products, carefully vetted to meet FDA requirements.
- **Maintain** strict ethical pricing standards.
- **Allocate** inventory fairly and equitably based on purchase date.
- **Communicate** shortages pro-actively with backorder reports and online tools.

Operationally ready.

- **Over 100 sales consultants** around the country, many are former paramedics and EMT's.
- **5 dedicated distribution centers** (CA, TX, FL, PA, MS) and 1 kitting facility in TX.
- **100% operational facilities** throughout pandemic, following strict health & safety protocols.
- **Dedicated Customer Care** staff highly responsive, answering calls in <1 min even during peak.
- **24/7 Emergency Disaster Support** in response to the pandemic and other natural disasters.

Solutions that matter.

- **Bound Tree's Curaplex® brand** is value-priced to help overcome budget constraints.
- **Curaplex® pre-assembled kits** provide safety, convenience and cost savings.
- **Inventory management solutions** like UCapIt, Operative IQ and ESO help EMS Providers control costs.
- **500 scholarships** awarded to students wanting to become EMT's.
- **Free cadaver labs** held across the country to provide hands-on clinical training.
- **No charge CEUs**, webinars, podcasts and other resources offered via Bound Tree University.



Current situation.

- **Financial challenges plague EMS** across all delivery models; rural EMS is in a crisis. Low reimbursements from CMS & commercial insurers, frequently below the cost of the care provided, and lack of funding to support EMS have been the primary contributing factors.
- **High levels of stress, fatigue and burnout** among the EMS workforce. Workforce shortages as reported in national news are exacerbating an already very challenging environment.
- **EMS is a small percentage** of the consumption of PPE within the healthcare market and was left under-allocated for PPE during the pandemic.
- **EMS impacted by shortages and short expiration dates** on critical cardiac arrest and respiratory therapy drugs. Pharmaceutical companies prioritize large hospital GPOs & IDNs over EMS
- **Inefficiencies in using the Strategic National Stockpile** to provide critical PPE to EMS agencies who were the “Tip of the Sword” during the pandemic
- **Community paramedicine** remains an underutilized asset in local healthcare systems due to the lack of reimbursement for this highly cost effective, patient-centered type of care

Advocating for EMS.

- **Increased sourcing efforts** during the pandemic, making financial investments in PPE inventory.
- **Partnered with US government** to address challenges in getting FDA-approved products, given significant counterfeit in N95 masks and gloves.
- **Volunteered to assist** FEMA, HHS, DHS, DoD, FDA and CDC officials as “Voice of EMS” for Committee for the Distribution of Medical Resources Necessary to Respond to a Pandemic, advocating for effective distribution of PPE to first responders.
- **Advocated for increased allocation and funding** for EMS and hardest-hit communities through outreach to over 35 congressional offices.
- **Providing critical data monthly** to HHS Preparedness and Response teams, providing them greater visibility of PPE needs for EMS during the COVID-19 pandemic, as well as future pandemics and natural disasters.
- **Working with the Federal Maritime Commission** and west coast terminal operators to prioritize essential medical supplies at US ports.

How Congress can help.

- **Adjust the ambulance fee schedule** to cover the cost of the emergent, urgent and preventive care provided by EMS, and include reimbursement for treatment in place, transport to alternate designations, telemedicine facilitation, and community paramedicine.
- **Support Bound Tree’s efforts** with pharmaceutical companies and the FDA to prioritize production of key lifesaving drugs for EMS at reasonable costs, as well as to reduce the amount of “short expiration dates.”
- **Fully fund the SIREN Act** (Support and Improving Rural EMS Needs) in FY2022.
- **Support efforts to strengthen** America’s Strategic National Stockpile by directing SNS to partner with healthcare distributors to manage PPE during pandemics and natural disasters.



800.533.0523



BOUNDTREE.COM

TIM RUBERT

Vice President, Government Affairs

tim.rubert@boundtree.com





NAVIGATING EVERY DAY CARE

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



Thousands of Products



Significant Savings



Expert Account Managers



Continuous Quality Improvement



Nationwide Distribution

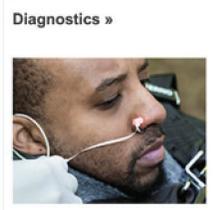
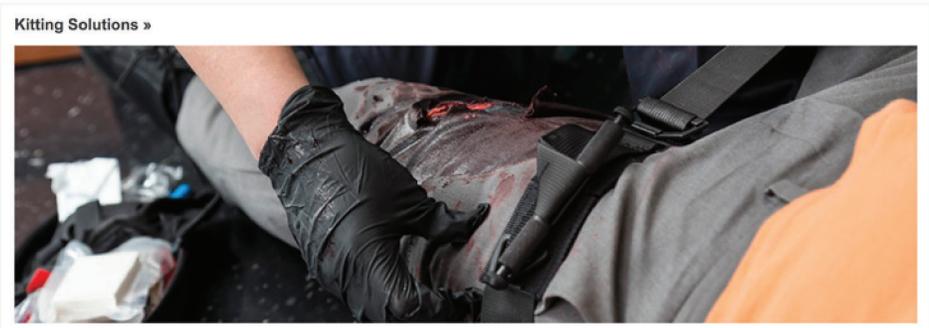


Innovative New Products

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**WHEN DISASTER STRIKES -
YOU NEED A PARTNER WHO HAS
BEEN THERE BEFORE.**

BOUND TREE MEDICAL EMERGENCY DISASTER SUPPORT PROGRAM

If your agency is in need of emergency medical supplies and equipment, the Bound Tree Medical Emergency Disaster Support Program is here to help. This program enables you to call our Disaster Support Hotline 24 hours a day to report major incidents and identify medical supply needs. Once reported, Bound Tree Medical personnel will take immediate measures to assist in relief efforts.

GET HELP IN THREE SIMPLE STEPS



1. Report a major incident.



**2. Call the Bound Tree Medical
Disaster Support Hotline.**



**3. Receive emergency medical
supplies.**

Bound Tree Medical is the only national, EMS focused supplier in the country. We have a proven track record of supplying vital customer needs in situations from hurricanes, tornadoes and floods to MCI's. Our national presence and multiple regional warehouses stocked with products specifically for emergency preparedness make us the clear choice when every minute counts. To learn more about the Bound Tree Medical Emergency Disaster Support Program, contact Customer Service.

CALL US FOR ASSISTANCE WITH DISASTROUS INCIDENTS.

Bound Tree Disaster
Support Hotline

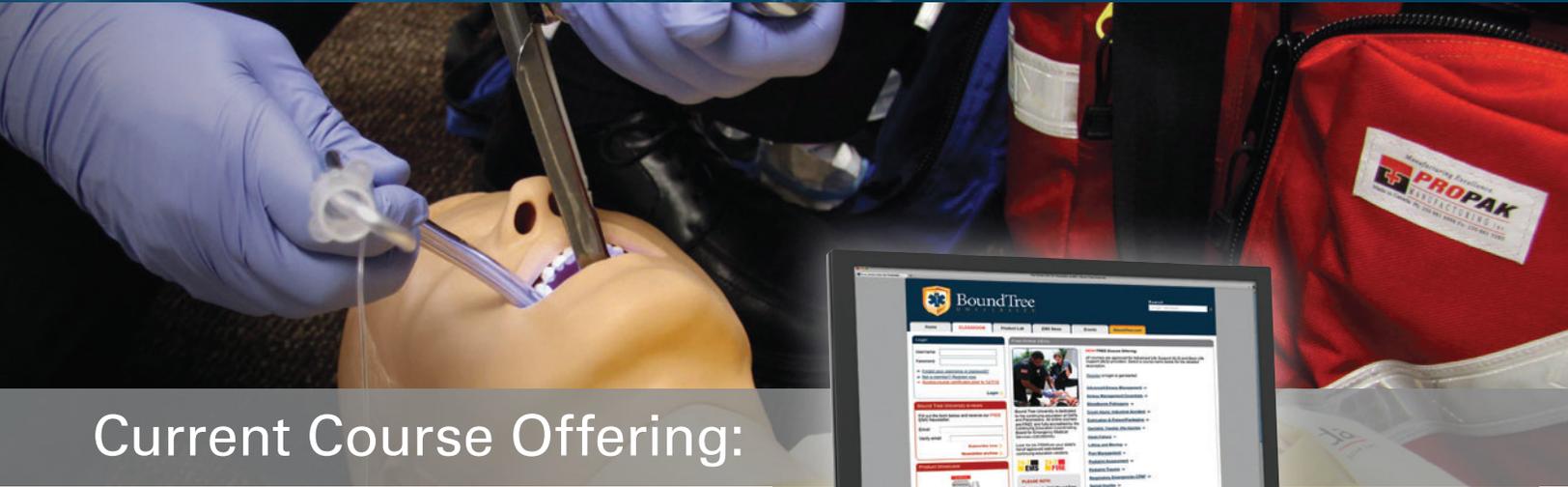
800.863.0953



Need to report a major incident and alert us to your emergency medical supply needs? Simply call the toll-free Disaster Support Hotline at 800.863.0953.

FREE CEUs

www.BoundTreeUniversity.com



Current Course Offering:

- Acute MI and STEMI »
- Asthma »
- Evidence-based Guidelines for EMS Providers »
- Safe Transport of the Pediatric Patient »
- Pediatric Shortness of Breath »
- Capnography for Respiratory Distress »
- Emergency Operations EMS1 »
- Anaphylaxis »
- CHF vs. COPD »
- Sepsis »



Bound Tree University is dedicated to the continuing education of EMTs and Paramedics. All online courses are FREE and fully accredited by the Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS). Each course is worth 1.5 credit hours and they are approved for both Advanced Life Support (ALS) and Basic Life Support (BLS) providers.

In partnership with  Bound Tree and 



BoundTree
UNIVERSITY

National References

Andy Zanoff, EMS Captain
San Francisco Fire Department
1415 Evans Avenue
San Francisco, CA 34124
415-717-6876
Andy.Zanoff@sfgov.org



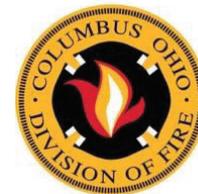
Douglas Isaacs, MD, Deputy Medical Director
Fire Department City of New York
9 Metro Tech Center
Brooklyn, NY 11201
718-999-2790
doug.isaacs@fdny.nyc.gov



Steve Blackburn, Chief Operating Officer
Priority Ambulance
910 Callahan Road, Suite 101
Knoxville, TN 37912
614-354-4702
sblackburn@priorityambulance.com



Scott Ellis, Medical Supply Specialist
City of Columbus Division of Fire
2028 Williams Road
Columbus, Ohio 43207
614-221-3132
seellis@columbus.gov



FFPM Lamont M Clark II, Logistics Medical
Supply Baltimore City Fire Department
3500 West Northern Parkway
Baltimore, MD 21215
410-396-2718
Lamont.clarkii@baltimorecity.gov



Barbara Tripp, Fire Chief
City of Tampa Fire Department
808 East Zack Street
Tampa, FL 33602
352-406-2573
barbara.tripp@tampagov.net





Customer Service

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

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

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

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

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

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

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

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

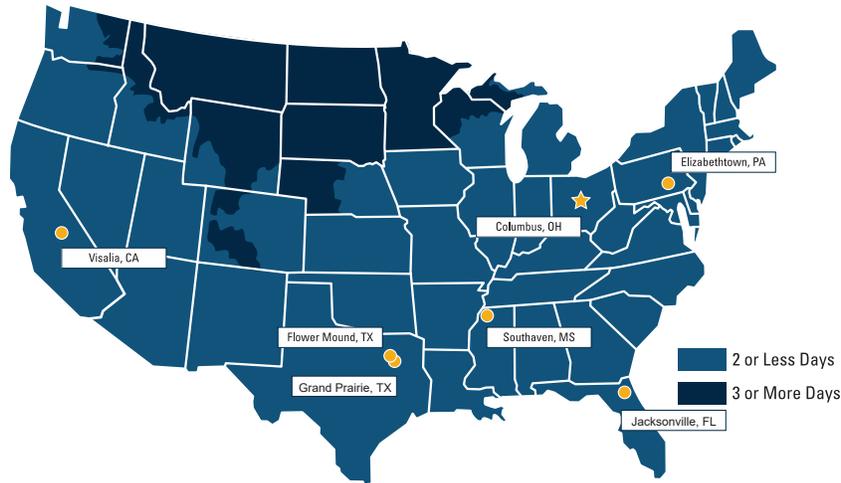
In addition, the Federal Drug Administration (FDA) requires Bound Tree Medical to retain a Medical Director (physician) signature, contact information and license photocopy when purchasing legend items and/or pharmaceuticals.

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



Nationwide Distribution

Bound Tree operates 5 distribution centers strategically positioned for operational efficiency and disaster response. 96% of all of our customers can be reached using UPS Ground within 2 business days.



Headquarters:

Bound Tree Medical
5000 Tuttle Crossing Blvd.
Dublin, OH 43016
Phone: 800.533.0523
Fax: 800.257.5713

Bound Tree Medical Distribution Centers

Grand Prairie, TX

2911 S. Great Southwest Parkway
Suite 200
Grand Prairie, TX 75052

Flower Mound, TX

1420 Lakeside Parkway
Suite 105
Flower Mound, TX 75028

Elizabethtown, PA

1605 Eager Road
Elizabethtown, PA 17022

Southaven, MS

481 Airport Industrial Drive
Suite 101
Southaven, MS 38671

Visalia, CA

2243 N. Plaza Drive
Visalia, CA 93291

Jacksonville, FL

2619 Ignition Drive
Suite 2
Jacksonville, FL 32218

Product Return Information

NON-WARRANTY PRODUCT RETURN POLICY

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

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

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

Non-returnable Items Include:

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

Return Policy Guidelines:

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

7. Returns must be received by Bound Tree Medical within 30 days of issuance of RMA number.

8. Items received without a RMA number will not be eligible for credit.

RETURNS FOR PERSONAL PROTECTIVE EQUIPMENT (PPE)

Bound Tree Medical has experienced a significant surge in orders for personal protective equipment (PPE) due to the outbreak of Ebola and we are working closely with our suppliers to keep up with the increased demand. To further this effort and ensure that we do not over-allocate products based upon excess order quantities, PPE products will no longer be eligible for return. Additionally, all open PO's for PPE products will not be cancellable after placement. This policy update is effective October 22, 2014. We will revisit this update when the Ebola crisis has subsided and alert you to any additional changes.

As indicated on the Bound Tree return policy, all returns require an approved RMA number. Items received without an RMA will not receive credit. Please contact Customer Service at 800-533-0523 if you have questions or would like additional information.

RETURN FOR REPAIRS

Items to be returned for repair must be prepared according to the most recent OSHA requirements. Items must be properly cleaned and verified with a statement on the outside of the package. Proof of purchase must be included with all manufacturer warranty repairs. Please contact our Customer Service Department for additional information.

CLAIMS

All claims for damage occurring in transit must be made upon receipt of goods by customer directly to the carrier. Please save all boxes and packing material. All shipment errors must be reported immediately upon receipt to Bound Tree Medical Customer Service.



Online Ordering Capabilities

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|---------------|
| PRODUCER Aon Risk Services Northeast, Inc. Columbus OH Office 445 Hutchinson Avenue Suite 900 Columbus OH 43235 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Sarnova, Inc., Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. Dublin OH 43016 USA | INSURER A: Hartford Fire Insurance Co. 19682 | |
| | INSURER B: Hartford Casualty Insurance Co 29424 | |
| | INSURER C: Noetic Specialty Insurance Co 17400 | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 570090448183 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|----------------------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 33UUNVG3435 | 12/01/2021 | 12/01/2022 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$300,000 |
| | | | | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | Excluded |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 33 UEN FH4745 | 12/01/2021 | 12/01/2022 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | 33RHUVG1892 | 12/01/2021 | 12/01/2022 | EACH OCCURRENCE | \$10,000,000 |
| | | | | | | | AGGREGATE | \$10,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE | OTHER |
| | | | | | | | E.L. EACH ACCIDENT | |
| | | | | | | | E.L. DISEASE-EA EMPLOYEE | |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | |
| C | Products Liab | | | N21OH380025 Claims Made | 12/01/2021 | 12/01/2022 | Aggregate Limit | \$10,000,000 |
| | | | | | | | Agg Deductible | \$150,000 |
| | | | | | | | Per Occ Limit | \$10,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| Sarnova, Inc. Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. Dublin, OH 43016 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i> |

Holder Identifier :

Certificate No : 570090448183

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Bound Tree Medical LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5000 Tuttle Crossing Blvd.

Requester's name and address (optional)

6 City, state, and ZIP code

Dublin, OH 43016

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| Social security number | | | | | | | | | |
|------------------------|--|--|--|---|--|--|---|--|--|
| | | | | - | | | - | | |

or

| Employer identification number | | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| 3 | 1 | - | 1 | 7 | 3 | 9 | 4 | 8 | 7 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Micah Root

Date ▶ 01/03/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.