



## COUNCIL COMMITTEE MEETING

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City Hall Council Chambers, 298 W Washington  
Tuesday, August 20, 2024 at 5:30 PM

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### AGENDA

#### CALL TO ORDER

#### NOMINATIONS COMMITTEE

Maddie Smith, chair; LeAnn Durfey, Lonn Reisman, Alan Nix

- [1.](#) Consider Approval of Nominations to Citizen Boards and Commissions

#### FINANCE COMMITTEE

David Baskett, chair; Gerald Cook, Dean Parr, Brandon Greenhaw

- [2.](#) Consider an Interlocal Agreement with the City of Midlothian for Purchasing EMS Supplies

#### PUBLIC HEALTH AND SAFETY COMMITTEE

Dean Parr, chair; LeAnn Durfey, Lonn Reisman, David Baskett

- [3.](#) Consider Approval of a Texas A&M Forest Service Grant Application

#### ADJOURN

*Note: The Stephenville City Council may convene into Executive Session on any matter related to any of the above agenda items for a purpose, such closed session allowed under Chapter 551, Texas Government Code.*

*In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in this meeting should contact City Hall at 254-918-1287 within 48 hours prior to the meeting to request such assistance.*

Past member

Applicant

Description

Seven-member board with two alternates.  
All members must be qualified voters of the City of Stephenville.  
Board members are subject to a three-term limit.

**PLANNING & ZONING COMMISSION**

| <u>PL #</u> | <u>First</u> | <u>Last</u> |
|-------------|--------------|-------------|
| 1           | Tyler        | Wright      |
| 2           | Justin       | Slawson     |
| 3           | Lisa         | LaTouche    |
| 4           | Bonnie       | Terrell     |
| 5           | Nick         | Robinson    |
| 6           | Brian        | Lesley      |
| 7           | Paul         | Ashby       |
| A1          | James        | Stephenson  |
| A2          |              |             |

Bruce Delater

**ELECTRICAL BOARD**

| <u>PL #</u> | <u>First</u> | <u>Last</u> |
|-------------|--------------|-------------|
| 1           | Rod          | Rutledge    |
| 2           | Kenneth      | Howell      |
| 3           | Scott        | Thompson    |
| 4           | VACANT       |             |
| 5           | David        | Bragg       |

Five-member board. Membership is limited to the trade profession  
No term limit.

Jerrod Hancock

**LIBRARY ADVISORY BOARD**

| <u>PL #</u> | <u>First</u> | <u>Last</u> |
|-------------|--------------|-------------|
| 1           | Jennie       | Shafer      |
| 2           | Jorge        | Moreno      |
| 3           |              |             |
| 4           | Katy         | Eichenberg  |
| 5           | Katherine    | Quinnell    |
| 6           | Katherine    | Horak Smith |
| 7           | Joe          | Garcia      |

Kate Barton - resigned

Lisa LaTouche  
Mike Jones

Seven-member board. At least five members of the board must be city residents.  
Two members of the Twentieth Century Club shall be appointed by the Club to  
serve on the board.  
Board members are subject to a three-term limit.



## Submission #162

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[Previous submission](#)

[Next submission](#)

### Submission information

Form: [Application for Citizen Boards and Commissions](#)

Submitted by Visitor (not verified)

Tue, 07/30/2024 - 6:14pm

132.147.164.89

### First Name

Bruce

### Last Name

Delater

### Home Address

[REDACTED]

### City, State, Zip Code

Stephenville, TX 76401

### Mailing Address

[REDACTED]

**City, State, Zip Code**

Stephenville, TX 76401

**Primary Phone Number**

[REDACTED]

**Alternate Phone Number**

**Email**

[REDACTED]

**Employment Status**

Retired

**Employer**

n/a

**Please indicate what board you are applying for. (First Choice)**

Planning and Zoning Commission

**Please indicate what board you are applying for. (Second Choice)**

Stephenville Type B Economic Development Authority Board of Directors

**Please indicate what board you are applying for. (Third Choice)**

**Are you currently serving on a board or commission?**

No - Not currently serving, have served in the past

**Have you ever attended a Board or Council meeting?**

Yes

**Availability**

Evening (after 5:00 pm)

**Are you registered to vote in Stephenville?**

Yes

**Are you a property owner within the community?**

No

**Do you or a family member own a business within the community?**

No

**Please indicate which category of the local economy that you represent.**

General Public Defined as those persons having no economic interest other than a normal consumer

**Reason for Applying**

I have previously served on the Planning and Zoning Commission. I was actively involved with the process that created the Stephenville 2050 Plan. I have a strong interest in keeping Stephenville the livable community it is.

**Educational Background**

High school graduate in 1965. Have attended several junior colleges at various times in the past. I most recently receive a certificate of completion of the machining course at Ranger College.

**Occupational Background**

Truck driver for 25 years, entrepreneur starting several businesses. Was involved in industrial development as part of some of these businesses.

**Relevant Experience**

Planning and Zoning Commission for 5 years. Participated in all public input sessions for Stephenville 2050. Regularly attend city council meetings and occasionally speak before the council.

**Community Involvement**

Active in political party at the local level. Have been a delegate to five state conventions. Started a neighborhood watch in our subdivision. Regularly speak with city officials on various subjects.

**Submit Application**

Bruce V Delater

**Date**

Tue, 07/30/2024

[Previous submission](#)

[Next submission](#)

*APPLY FOR WATER*

*ONLINE PAYMENTS*

*CALENDAR*

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298 W Washington St  
Stephenville, TX 76401  
254-918-1220

a municode design

Published on *Stephenville, Texas* (<https://www.stephenvilletx.gov>)

[Home](#) > [Application for Citizen Boards and Commissions](#) > [Webform results](#) > Application for Citizen Boards and Commissions

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### Submission information

Form: [Application for Citizen Boards and Commissions](#) [1]

Submitted by Visitor (not verified)

Mon, 07/01/2024 - 7:36pm

108.161.10.150

### First Name

Jerrod

### Last Name

Hancock

### Home Address

[REDACTED]

### City, State, Zip Code

76401

### Mailing Address

[REDACTED]

### City, State, Zip Code

76401

### Primary Phone Number

[REDACTED]

### Alternate Phone Number

### Email

[REDACTED]

### Employment Status

Employed Full-Time

### Employer

Stephenville City Electric Inc.

### Please indicate what board you are applying for. (First Choice)

-Electrical Board

### Please indicate what board you are applying for. (Second Choice)

### Please indicate what board you are applying for. (Third Choice)

### Are you currently serving on a board or commission?

No - Not currently serving, have served in the past

**Have you ever attended a Board or Council meeting?**

No

**Availability**

Evening (after 5:00 pm)

**Are you registered to vote in Stephenville?**

Yes

**Are you a property owner within the community?**

Yes

**Do you or a family member own a business within the community?**

No

**Please indicate which category of the local economy that you represent.**

Industry - Corporations, partnerships, sole proprietorships or other legal entities formed for the purpose of making a profit and which produce or manufacture goods or services and which are not small businesses

**Reason for Applying**

I would like to serve my community with the knowledge I have in the electrical field.

**Educational Background**

Bachelor of Science, Tarleton State University, 2007

Texas Master Electrical License 2016 (current)

**Occupational Background**

Stephenville City Electric Inc. 2012-present

Tarleton State University (adjunct instructor) 2020-present

**Relevant Experience**

I have been in the electrical trade since 2001. I have worked for an electrical contractor and also in industrial maintenance. I previously served on the electrical board from 2021 to 2022.

**Community Involvement**

I am a den leader for Cub Scout Pack 18 here in Stephenville.

I also serve as an adjunct instructor for Tarleton's Construction Science program. I teach hands on labs focused on MEP.

**Submit Application**

Jerrold Hancock

**Date**

Mon, 07/01/2024

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**Source URL:**<https://www.stephenvilletx.gov/node/791/submission/11443>

**Links**

[1] <https://www.stephenvilletx.gov/bc/webform/application-citizen-boards-and-commissions-0>



Published on *Stephenville, Texas* (<https://www.stephenvilletx.gov>)

Home > [Application for Citizen Boards and Commissions](#) > [Webform results](#) > Application for Citizen Boards and Commissions

Submission information

Form: [Application for Citizen Boards and Commissions](#) [1]  
Submitted by Visitor (not verified)  
Wed, 06/12/2024 - 8:45am  
24.245.79.221

**First Name**

Lisa

**Last Name**

LaTouche

**Home Address**

[REDACTED]

**City, State, Zip Code**

Stephenville

**Mailing Address**

[REDACTED]

**City, State, Zip Code**

Stephenville

**Primary Phone Number**

[REDACTED]

**Alternate Phone Number**

**Email**

[REDACTED]

**Employment Status**

Employed Full-Time

**Employer**

Tarleton State University

**Please indicate what board you are applying for. (First Choice)**

-Library Advisory Board

**Please indicate what board you are applying for. (Second Choice)**

**Please indicate what board you are applying for. (Third Choice)**

**Are you currently serving on a board or commission?**

Yes - Seeking Reappointment

**Have you ever attended a Board or Council meeting?**

Yes

**Availability**

Evening (after 5:00 pm)

**Are you registered to vote in Stephenville?**

Yes

**Are you a property owner within the community?**

Yes

**Do you or a family member own a business within the community?**

No

**Please indicate which category of the local economy that you represent.**

Education - Serving in higher education at high school level or beyond

**Reason for Applying**

I currently serve as the Chair of the Planning and Zoning Commission and I wish to continue that service. In addition to this, I would like to serve on the Library Advisory Board because I am currently the President of the Friends of the Stephenville Library and our representative on the the Library Advisory Board recently relocated out of town. As an educator, I am passionate about the role of the library in our community and wish to have a voice on this board.

**Educational Background**

I have a B.A. in English and a Masters in Teaching of English.

**Occupational Background**

I am a full-time English Instructor at Tarleton State University. In the Fall of 2024 I will also be the Coordinator of First Year Writing for the university.

**Relevant Experience**

I have served on the Planning and Zoning Commission for 9 years and have served as the Chair of that commission for the past 5 years. I have served as the President of the Friends of the Stephenville Public Library for the past 15 years. In this capacity I have raised thousands of dollars for the library and have organized numerous cultural events and volunteer opportunities.

**Community Involvement**

I have served on the Planning and Zoning Commission for 9 years and have served as the Chair of that commission for the past 5 years. I have served as the President of the Friends of the Stephenville Public Library for the past 15 years.

**Submit Application**

Lisa LaTouche

**Date**

Wed, 06/12/2024

**Source URL:** <https://www.stephenvilletx.gov/node/791/submission/11375>

**Links**

[1] <https://www.stephenvilletx.gov/bc/webform/application-citizen-boards-and-commissions-0>

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Submission information

Form: [Application for Citizen Boards and Commissions](#) [1]  
Submitted by Visitor (not verified)  
Thu, 05/02/2024 - 3:27pm  
69.59.115.138

**First Name**

Michael

**Last Name**

Jones

**Home Address**

[REDACTED]

**City, State, Zip Code**

Stephenville, TX 76401

**Mailing Address**

[REDACTED]

**City, State, Zip Code**

Stephenville, TX 76401

**Primary Phone Number**

[REDACTED]

**Alternate Phone Number**

**Email**

[REDACTED]

**Employment Status**

Self Employed

**Employer**

IRC

**Please indicate what board you are applying for. (First Choice)**

-Library Advisory Board

**Please indicate what board you are applying for. (Second Choice)**

-Tourism and Visitors Bureau Advisory Board

**Please indicate what board you are applying for. (Third Choice)**

-Parks and Leisure Advisory Board

**Are you currently serving on a board or commission?**

No - New Applicant

**Have you ever attended a Board or Council meeting?**

Yes

**Availability**

- Daytime (8:00am - 5:00pm)
- Evening (after 5:00 pm)

**Are you registered to vote in Stephenville?**

Yes

**Are you a property owner within the community?**

No

**Do you or a family member own a business within the community?**

No

**Please indicate which category of the local economy that you represent.**

Non-Profit - Corporation with no part of the income distributable to members, directors, or officers

**Reason for Applying**

After 6 years residing in Stephenville and the fact that my daughter is a professor at Tarleton, I would find the opportunity to better serve the Stephenville community

**Educational Background**

BSME General Motors Institute GMI, Flint Michigan  
MBA University of Alabama, Birmingham Alabama

**Occupational Background**

40+ years as a consultant to numerous for profit and non profit small business and corporate interest.  
Further expressed in depth at [www.aloisiojonesconsultants.com](http://www.aloisiojonesconsultants.com)  
Chairman of Board Institute for Restorative Communities at [www.irc.org](http://www.irc.org)

**Relevant Experience**

Number of advisory board positions in Laguna Beach, CA. - Virginia City, NV - Fort Worth, TX  
20 year SCORE Counselor under the US Small Business Administration

**Community Involvement**

None to date in Stephenville.

Library, Planning, Tourism, Parks & Rec board positions in Laguna Beach, Virginia City, and Fort Worth

**Submit Application**

Michael David Jones

**Date**

Thu, 05/02/2024

**Source URL:** <https://www.stephenvilletx.gov/node/791/submission/11192>

**Links**

[1] <https://www.stephenvilletx.gov/bc/webform/application-citizen-boards-and-commissions-0>



## STAFF REPORT

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**SUBJECT:** Interlocal Purchasing Agreement

**DEPARTMENT:** Fire Department

**STAFF CONTACT:** Robert Isbell

### RECOMMENDATION:

Consider approval of an Interlocal Agreement with the City of Midlothian for purchasing EMS Supplies.

### BACKGROUND:

The City of Midlothian has bid out and contracted with Bound Tree Medical Supplies to provide EMS equipment. This contract is financially more efficient than pricing Stephenville Fire Department can obtain through other processes.

### FISCAL IMPACT SUMMARY:

There is no associated costs with this agreement.

### ALTERNATIVES

1. N/A.

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

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

**RECITALS:**

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

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

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

**Article I  
 Term**

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

**Article II  
 Contract Documents**

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

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

### **Article III Scope of Services**

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

### **Article IV Compensation**

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

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

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

### **Article V Devotion of Time; Personnel; and Equipment**

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

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

### **Article VI Suspension of Work**

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

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

### **Article VII Availability of Funds**

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

### **Article VIII Insurance**

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

### **Article IX Termination**

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

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

### **Article X Indemnification**

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



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

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

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

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

## Article XI Miscellaneous

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

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

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

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

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

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

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

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

If intended for City, to:

With a copy to:

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

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

If intended for Supplier:

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

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

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

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

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

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

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

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

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

*(signature page to follow)*

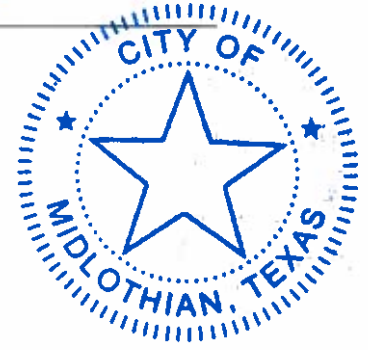
EXECUTED this 9<sup>th</sup> day of December, 2020

City of Midlothian, Texas

By: [Signature]  
Chris Dick, City Manager

Approved as to form:

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



EXECUTED this 10<sup>th</sup> day of February, 2021.

Bound Tree Medical, LLC

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

**EXHIBIT "A"**  
**City's Bid**



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

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

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

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

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

**No late bids will be considered.**

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

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

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

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

## TERMS AND CONDITIONS

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



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

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

**INDEMNITY AGREEMENT:**

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

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

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

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

**INTENT**

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

**MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?

Yes \_\_\_\_\_ No \_\_\_\_\_

5. During an emergency (natural or man-made) situations, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?

Yes \_\_\_\_\_ No \_\_\_\_\_

Provide a copy of this program if available.

### REFERENCES

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (       ) \_\_\_\_\_

Email: \_\_\_\_\_

Product Purchased by Reference: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (       ) \_\_\_\_\_

Email: \_\_\_\_\_

Product Purchased by Reference: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Purchasing Division

*Cheryl Allison  
Purchasing Agent*

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

**EMS FIRE DEPT. MEDICAL SUPPLIES**

**1. ATTACHMENT**

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

**2. CLARIFICATION**

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



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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Tel. No.** \_\_\_\_\_



Purchasing Division

Cheryl Allison  
Purchasing Agent

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

**EMS FIRE DEPT. MEDICAL SUPPLIES**

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

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

**2. REMINDER AS STATED IN RFP**

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

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

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

|       |                 |
|-------|-----------------|
| _____ | Signature _____ |
| _____ | Name _____      |
| _____ | Title _____     |
| _____ | Tel. No. _____  |

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



# Bound Tree

**CITY OF MIDLOTHIAN**

**EMS MEDICAL SUPPLIES**

**BID NO. 2020-28**

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



Purchasing Division

Cheryl Allison  
Purchasing Agent

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

**EMS FIRE DEPT. MEDICAL SUPPLIES**

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


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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature 

Name Brian LaDuke

Title President, Emergency Preparedness

Tel. No. 800.533.0523

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



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

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

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

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

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

**No late bids will be considered.**

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

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

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

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

## TERMS AND CONDITIONS

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



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

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

**INDEMNITY AGREEMENT:**

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

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

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

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

**INTENT**

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

**MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.

30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.

31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.

32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.

33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.

34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on

### REFERENCES

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

Company Name: Medstar Ambulance

Address: 2900 Alta Mere Drive, Fort Worth, Texas 76116

Contact Person: Shaun Curtis, Logistics Manager

Telephone: ( 817 ) 923-3700

Email: scurtis@medstar911.org

Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: City of Columbus Fire Department

Address: 2028 Williams Road, Columbus, Ohio 43207

Contact Person: Rick Meadows

Telephone: ( 614 ) 221-3132

Email: \_\_\_\_\_

Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: New Orleans EMS

Address: 1300 Perdido Street, Ste 4W07, New Orleans, LA 70112

Contact Person: Carl Flores, Director of Logistics

Telephone: ( 504 ) 658-1552

Email: cflores@cityofno.com

Product Purchased by Reference: Supplies and pharmaceuticals

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

\*Not Applicable

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

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

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

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

**COMPANY NAME:**

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

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

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

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

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

**INDICATE ALL THAT APPLY**

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

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

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

| Quantity | Category | Item #          | Description                                                                                              | Brand/Tree Medical Item # | Manufacturer                                                                                                                                      | Quantity          | Quoted Price | Units      |
|----------|----------|-----------------|----------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------|------------|
| 1        | Airway   | B7-AF3140MBEA   | BVM, Airflow Manual Resuscitator, (Infant) Manual Resuscitator, Exhalation Filter, Manometer             |                           | Airflow BVM, Infant, Mask, Reservoir O2 Bag, Pop-Off, Manometer, Exhalation Filter, Blow-By Tubing                                                | AF3140MB          | \$           | 9.50 1/EA  |
| 2        | Airway   | B7-AF2100MBEA   | BVM, Airflow Manual Resuscitator, (Pediatric), Manometer, 3 mask or equivalent                           |                           | Airflow BVM, Pediatric, Mask, Reservoir O2 Bag, Manometer                                                                                         | AF2100MB          | \$           | 12.50 1/EA |
| 3        | Airway   | B7-AF5140MBEA   | BVM, Airflow Manual Resuscitator, (Adult) Manometer, Exhalation Filter or equivalent                     |                           | Airflow BVM, SM Adult, Mask, Reservoir O2 Bag, Exhalation Filter, Manometer                                                                       | AF5140MB          | \$           | 9.50 1/EA  |
| 4        | Airway   | 2442-011701     | BVM, SPUR II, ADULT, BAG RESERVOIR MEDIUM MASK W/MANOMETER                                               |                           | SPUR II BVM, Adult, w/Bag Reservoir, Exp Filter, Manometer, Pressure Limiting Valve, MED Adult Mask                                               | 523611017         | \$           | 12.25 1/EA |
| 5        | Airway   | 2442-53213      | BVM, SPUR II, Child, w/child mask, bag reservoir, med port, disp                                         |                           | Pediatric SPUR II BVM w/Toddler Mask (size 1 and size 2), Oxygen Reservoir Bag, Pressure Limiting Valve                                           | 530213000         | \$           | 8.80 1/EA  |
| 6        | Airway   | 065-540212000EA | BVM, SPUR II, infant, w/infant mask, bag reservoir, med port, disp                                       |                           | SPUR II BVM, Infant, w/Bag Reservoir, Infant Mask                                                                                                 | 540212000         | \$           | 8.58 1/EA  |
| 7        | Airway   | 301-202EA       | Curaplex Nebulizer w/Mask, Adult or equivalent                                                           |                           | Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing                                            | 202               | \$           | 0.70 1/EA  |
| 8        | Airway   | 533-MS-25060EA  | Curaplex Oxygen Mask, Adult, Elongated, High Conc, Total NRB w/o Vent, Reservoir Bag, Tubing             |                           | Total Non-Rebreather Elongated High Concentration Mask without Vent, 7ft Oxygen Tube, Reservoir Bag, Nose Clip, Check Valve, Elastic Strap, Adult | BT-25060          | \$           | 0.70 1/EA  |
| 9        | Airway   | 30051           | Curaplex Oxygen Mask, Adult, Elongated, Partial NRB w/Vent, Reservoir Bag, 7 ft Tubing or equivalent     |                           | Curaplex Partial Non Rebreather, Adult                                                                                                            | 30051             | \$           | 0.70 1/EA  |
| 10       | Airway   | 30053           | Curaplex Oxygen Mask, Pediatric, Elongated, Total NRB, w/o Safety vent, 7 ft Tubing or equivalent        |                           | Curaplex Partial Non Rebreather, Pediatric                                                                                                        | 30053             | \$           | 0.70 1/EA  |
| 11       | Airway   | 301-107EA       | Curaplex Oxygen Nasal Cannula, Adult, Conventional, Clear, Non-Flared Prongs, 7 ft tubing, or equivalent |                           | Oxygen Nasal Cannula, Conventional, Non-Flared Nasal Prongs, Clear, 7ft Tubing, Adult                                                             | BT-24003          | \$           | 0.25 1/EA  |
| 12       | Airway   | 533-MS-24101EA  | Curaplex Oxygen Nasal Cannula, Pediatric, Over-the-Ear, 7 ft Star Lumen Tubing or equivalent             |                           | Oxygen Nasal Cannula, Pediatric, Over-The-Ear Style, 7 foot Star Lumen Tubing                                                                     | BT-24101          | \$           | 0.25 1/EA  |
| 13       | Airway   | 14288           | Curaplex Oxygen Regulator, Brass Core, 2 DISS Outlets, 1 Barb, 0-25 LPM, Black or equivalent             |                           | Curaplex All Brass Regulator, Click-Style                                                                                                         | EMSRG8725-82D-BTM | \$           | 41.50 1/EA |
| 14       | Airway   | 36045           | Curaplex Select CPR Pocket Mask, O2 Inlet or equivalent                                                  |                           | Curaplex CPR Mask with O2 Inlet                                                                                                                   | 36045             | \$           | 2.20 1/EA  |
| 15       | Airway   | 2113-10225      | Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Cuffed or equivalent                             |                           | Endotracheal Tubes, Cuffed w/Stylet, 2.5mm                                                                                                        | 2113-10225        | \$           | 1.42 1/EA  |
| 16       | Airway   | 2113-10230      | Curaplex Select Endotracheal Tube with Stylette, 3.0mm, Cuffed or equivalent                             |                           | Endotracheal Tubes, Cuffed w/Stylet, 3.0mm                                                                                                        | 2113-10230        | \$           | 1.42 1/EA  |
| 17       | Airway   | 2113-10240      | Curaplex Select Endotracheal Tube with Stylette, 4.0mm, Cuffed or equivalent                             |                           | Endotracheal Tubes, Cuffed w/Stylet, 4.0mm                                                                                                        | 2113-10240        | \$           | 1.42 1/EA  |
| 18       | Airway   | 2113-10245      | Curaplex Select Endotracheal Tube with Stylette, 4.5mm, Cuffed or equivalent                             |                           | Endotracheal Tubes, Cuffed w/Stylet, 4.5mm                                                                                                        | 2113-10245        | \$           | 1.42 1/EA  |
| 19       | Airway   | 2113-10250      | Curaplex Select Endotracheal Tube with Stylette, 5.0mm, Cuffed or equivalent                             |                           | Endotracheal Tubes, Cuffed w/Stylet, 5.0mm                                                                                                        | 2113-10250        | \$           | 1.42 1/EA  |
| 20       | Airway   | 2113-10255      | Curaplex Select Endotracheal Tube with Stylette, 5.5mm, Cuffed or equivalent                             |                           | Endotracheal Tubes, Cuffed w/Stylet, 5.5mm                                                                                                        | 2113-10255        | \$           | 1.42 1/EA  |
| 21       | Airway   | 2113-10260      | Curaplex Select Endotracheal Tube with Stylette, 6.0mm, Cuffed or equivalent                             |                           | Endotracheal Tubes, Cuffed w/Stylet, 6.0mm                                                                                                        | 2113-10260        | \$           | 1.42 1/EA  |
| 22       | Airway   | 2113-10265      | Curaplex Select Endotracheal Tube with Stylette, 6.5mm, Cuffed or equivalent                             |                           | Endotracheal Tubes, Cuffed w/Stylet, 6.5mm                                                                                                        | 2113-10265        | \$           | 1.42 1/EA  |

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

Item 2.

Bound Tree Medical, LLC

| Item # | Bound Tree Medical Item # | Quantity     | Unit of Measure                                                                                            | Manufacturer             | Part Number  | Quoted Price | Selling Unit |
|--------|---------------------------|--------------|------------------------------------------------------------------------------------------------------------|--------------------------|--------------|--------------|--------------|
| 42     | Airway                    | 2021-18132   | Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile or equivalent   | CURAPLEX BY BOUND TREE   | 2-0211-8132  | \$ 2.12      | 1/EA         |
| 43     | Airway                    | 2021-18134   | Curaplex Select Nasopharyngeal Airway, 34 Fr, 8.5mm, Robertazzi Style, Latex Free, Sterile or equivalent   | CURAPLEX BY BOUND TREE   | 2-0211-8134  | \$ 2.12      | 1/EA         |
| 44     | Airway                    | 2021-18136   | Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Robertazzi Style, Latex Free, Sterile or equivalent   | CURAPLEX BY BOUND TREE   | 2-0211-8136  | \$ 2.12      | 1/EA         |
| 45     | Airway                    | 301-202EA    | Curaplex Select Nebulizer, Small Volume, Hand-held, Adult Aerosol Mask, 7 ft Tubing or equivalent          | CURAPLEX BY BOUND TREE   | 202          | \$ 0.80      | 1/EA         |
| 46     | Airway                    | 301-LED-0205 | Curaview LED Laryngoscope Blade & Handle, Disposable, Mac 2 or equivalent                                  | TRI-ANIM HEALTH SERVICES | 301-LED-0205 | \$ 6.98      | 1/EA         |
| 47     | Airway                    | 301-LED-0305 | Curaview LED Laryngoscope Blade & Handle, Disposable, Mac 3 or equivalent                                  | TRI-ANIM HEALTH SERVICES | 301-LED-0305 | \$ 6.98      | 1/EA         |
| 48     | Airway                    | 301-LED-0405 | Curaview LED Laryngoscope Blade & Handle, Disposable, Mac 4 or equivalent                                  | TRI-ANIM HEALTH SERVICES | 301-LED-0405 | \$ 6.98      | 1/EA         |
| 49     | Airway                    | 301-LED-0005 | Miller 0 1/EA 20EA/BX 3BX/CS                                                                               | TRI-ANIM HEALTH SERVICES | 301-LED-0005 | \$ 6.98      | 1/EA         |
| 50     | Airway                    | 301-LED-1015 | Miller 1 or equivalent                                                                                     | TRI-ANIM HEALTH SERVICES | 301-LED-1015 | \$ 6.98      | 1/EA         |
| 51     | Airway                    | 301-LED-1025 | Curaview LED Laryngoscope Blade & Handle, Disposable, Miller 2 or equivalent                               | TRI-ANIM HEALTH SERVICES | 301-LED-1025 | \$ 6.98      | 1/EA         |
| 52     | Airway                    | 301-LED-1035 | Curaview LED Laryngoscope Blade & Handle, Disposable, Miller 3 or equivalent                               | TRI-ANIM HEALTH SERVICES | 301-LED-1035 | \$ 6.98      | 1/EA         |
| 53     | Airway                    | 2010-35040   | Disposable Guedel Oral Airway, 40mm (Pink)                                                                 | CURAPLEX BY BOUND TREE   | 12990        | \$ 0.21      | 1/EA         |
| 54     | Airway                    | 2010-35050   | Disposable Guedel Oral Airway, 50mm (Blue)                                                                 | CURAPLEX BY BOUND TREE   | 13057M5      | \$ 0.21      | 1/EA         |
| 55     | Airway                    | 2010-35060   | Disposable Guedel Oral Airway, 60mm (Black)                                                                | CURAPLEX BY BOUND TREE   | 13058        | \$ 0.21      | 1/EA         |
| 56     | Airway                    | 2010-35070   | Disposable Guedel Oral Airway, 70mm (White)                                                                | CURAPLEX BY BOUND TREE   | 13059        | \$ 0.21      | 1/EA         |
| 57     | Airway                    | 2010-35080   | Disposable Guedel Oral Airway, 80mm (Green)                                                                | CURAPLEX BY BOUND TREE   | 13060        | \$ 0.21      | 1/EA         |
| 58     | Airway                    | 2010-35090   | Disposable Guedel Oral Airway, 90mm (Yellow)                                                               | CURAPLEX BY BOUND TREE   | 13061        | \$ 0.21      | 1/EA         |
| 59     | Airway                    | 2010-35100   | Disposable Guedel Oral Airway, 100mm (Red)                                                                 | CURAPLEX BY BOUND TREE   | 13062        | \$ 0.21      | 1/EA         |
| 60     | Airway                    | 2130-42560   | Endotracheal Tube Holder, Thomas Select, Adult, for ET/SGA Tubes 6.5mm ID to 42mm OD                       | LAERDAL MEDICAL CORP.    | 600-42500    | \$ 3.60      | 1/EA         |
| 61     | Airway                    | 020400       | Endotracheal Tube Holder, Thomas Select, Pediatric ET TUBE INTRODUCER PEDIATRIC 10 FR X 70 CM W/ COUDE TIP | LAERDAL MEDICAL CORP.    | 600-20000    | \$ 2.75      | 1/EA         |
| 62     | Airway                    | 2120-17010   | ET TUBE INTRODUCER W/COUDE TIP 15FR X 70CM                                                                 | SUN MED                  | 9-0211-70    | \$ 4.22      | 1/EA         |
| 63     | Airway                    | 9-01212-70   | ET TUBE INTRODUCER WITH OHMEDA OC ADAPTER 0-15 LPM                                                         | SUN MED                  | 9-0212-70    | \$ 4.22      | 1/EA         |
| 64     | Airway                    | 020631       | GO-PAP with BITrac ED - Adult Medium                                                                       | PRECISION MEDICAL        | 8MFA1005     | \$ 33.76     | 1/EA         |
| 65     | Airway                    | 313-4602EA   | GO-PAP with BITrac ED - Adult Medium                                                                       | PULMONEDYNE              | 313-4602EA   | \$ 39.50     | 1/EA         |



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

Item 2.

Bound Tree Medical, LLC

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| Item # | City of Midlothian Item Description                                                                          | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                                                                  | Manufacturer                           | Part #                         | Quoted Price | Selling UOM |
|--------|--------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------------------------------|--------------|-------------|
| 90     | UEScope 2 Blade Size D2                                                                                      | 2146-03020                | Single Use Blade Size D2 for UESCOPE 2                                                                                               | UE MEDICAL DEVICES INC.                | 010-3020                       | \$ 40.65     | 1/EA        |
| 91     | UEScope 2 Blade Size D3                                                                                      | 2146-03030                | Single Use Blade Size D3 for UESCOPE 2                                                                                               | UE MEDICAL DEVICES INC.                | 010-3030                       | \$ 40.65     | 1/EA        |
| 92     | UEScope 2 Blade Size D4                                                                                      | 2146-03040                | Single Use Blade Size D4 for UESCOPE 2                                                                                               | UE MEDICAL DEVICES INC.                | 010-3040                       | \$ 40.65     | 1/EA        |
| 93     | UEScope 2 VI460 Kit                                                                                          | 2146-01200                | UEScope 2 VI460 Starter Kit                                                                                                          | UE MEDICAL DEVICES INC.                | 460-1200                       | \$ 1,600.00  | 1/EA        |
| 94     | ViaOne Small Volume Nebulizer or equivalent                                                                  | A911203                   | ViaOne Nebulizer w/Mouthpiece, Tee, Flex Hose, and 7 Foot Kink Resistant Tubing                                                      | WESTMED, INC.                          | 0210                           | \$ 0.95      | 1/EA        |
| 95     | ABDOMINAL PADS STERILE 8 IN X 10 IN                                                                          | 1212-12111                | Curaplex Abdominal Combine Dressing, Sterile, Bin x 10in Kerlix Gauze Bandage Roll, Sterile, Soft Pouch, Small, 2.25inch x 3.0 yards | CURAPLEX BY BOUND TREE                 | 1212-12111                     | \$ 3.40      | 20/BX       |
| 96     | BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERLIX Bandage, Multi-Trauma Dressing, 10 in x 30 in, Sterile, 25ea/cs | 150030                    | Curaplex Multi-Trauma Dressing, 12inch x 30inch, Sterile                                                                             | CARDINAL HEALTH CURAPLEX BY BOUND TREE | 6720                           | \$ 0.75      | 1/EA        |
| 97     | Board splint, padded, 3x18 in. long, orange vinyl cover                                                      | 16353                     | Curaplex Multi-Trauma Dressing, 12inch x 30inch, Sterile                                                                             | CURAPLEX BY BOUND TREE                 | STORM-62M00150                 | \$ 0.78      | 1/EA        |
| 98     | Board splint, padded, 3x36in long, orange vinyl cover                                                        | 660012                    | Spilint, Padded Board, 3inch x 15inch, Orange Vinyl Cover                                                                            | DMS                                    | 60015                          | \$ 2.45      | 1/EA        |
| 99     | Board splint, padded, 3x54in long, orange vinyl cover                                                        | 660013                    | Spilint, Padded Board, 3inch x 36inch, Orange Vinyl Cover                                                                            | DMS                                    | 60036M                         | \$ 4.15      | 1/EA        |
| 100    | Board splint, padded, 3x54in long, orange vinyl cover                                                        | 660014                    | Spilint, Padded Board, 3inch x 54inch, Orange Vinyl Cover                                                                            | DMS                                    | 60054M                         | \$ 5.55      | 1/EA        |
| 101    | Combat Application Tourniquet (CAT) Tactical Black, Gen 7, One-handed Tourniquet - Windlass System           | 1880-13022                | Combat Application Tourniquet (CAT), One-handed Tourniquet Utilizing Windlass System, Tactical Black                                 | NORTH AMERICAN RESCUE PRODUCTS         | 30-0001                        | \$ 24.70     | 1/EA        |
| 102    | Cohesive Elastic Bandage 2in. (Blue)                                                                         | 1121-36571                | Curaplex Cohesive Elastic Bandage, 2in, Blue                                                                                         | CURAPLEX BY BOUND TREE                 | 1121-36571                     | \$ 16.55     | 36/BX       |
| 103    | Cohesive Elastic Bandage 3in. (Blue)                                                                         | 1121-36572                | Curaplex Cohesive Elastic Bandage, 3in, Blue                                                                                         | CURAPLEX BY BOUND TREE                 | 1121-36572                     | \$ 15.90     | 24/BX       |
| 104    | Conforming stretch bandage, gauze, 3 in., non-sterile, clean wrap or equivalent                              | 1121-36559                | Curaplex Conforming Stretch Gauze Bandage, Non-Sterile, 3in, 12in/box 8by/cs                                                         | CURAPLEX BY BOUND TREE                 | 1121-36559                     | \$ 0.80      | 12/BG       |
| 105    | CONT SHARPS SHAFT 6.37"X1.22" TRANSPORTABLE CLEAR or equivalent                                              | 64750                     | Curaplex Sharps Solo                                                                                                                 | CURAPLEX BY BOUND TREE                 | BT-64250                       | \$ 1.25      | 1/EA        |
| 106    | Curaplex Alcohol Prep Pad, Large, Sterile 100/BX or equivalent                                               | 1330-86100                | Curaplex Sterile Alcohol Prep Pads, Large                                                                                            | CURAPLEX BY BOUND TREE                 | 1330-86100                     | \$ 1.60      | 100/BX      |
| 107    | Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX or equivalent                                              | 1330-85300                | Curaplex Sterile Alcohol Prep Pad, Medium                                                                                            | CURAPLEX BY BOUND TREE                 | 1330-85300                     | \$ 1.52      | 200/BX      |
| 108    | Curaplex Backboard Strap, Blue, 5 ft, Side Release Buckle, Loop Lock, Polypropylene or equivalent            | 16685                     | Curaplex Backboard Strap, Side Release Buckle, 2 Piece w/ Loop Lock, Polypropylene, Blue, 5 feet                                     | CURAPLEX BY BOUND TREE                 | 88 STRAP BLUE (IND) DO NOT CUT | \$ 2.35      | 1/EA        |
| 109    | Curaplex Bandage, Cohesive, 2 in., non-sterile, blue, self adhesive wrap or equivalent                       | 1121-36572                | Curaplex Cohesive Elastic Bandage, 3in, Blue                                                                                         | CURAPLEX BY BOUND TREE                 | 1121-36572                     | \$ 16.45     | 24/BX       |
| 110    | Curaplex Blanket, Navy Blue, Fleece, 60 in x 90 in, 10ea/cs or equivalent                                    | 17100MS                   | Curaplex Blanket, Fleece, 60inch x 90inch, Navy Blue                                                                                 | CURAPLEX BY BOUND TREE                 | 17100MS                        | \$ 3.50      | 1/EA        |
| 111    | Curaplex Fluff Bandage Roll 4.5"x4.1yds, 6ply, Sterile, 100y/cs                                              | 1121-36645                | Curaplex Fluff Bandage Roll, 6ply, Sterile, 4.5" by 4.1yd                                                                            | CURAPLEX BY BOUND TREE                 | 1121-36645                     | \$ 0.60      | 1/RL        |
| 112    | Curaplex Head Immobilizer, Adult, Incl Head and Chin Straps, 20ea/cs                                         | 3141-91010                | Curaplex Instant Head Immobilizer, Adult                                                                                             | CURAPLEX BY BOUND TREE                 | BT-91010                       | \$ 3.12      | 1/EA        |
| 113    | Curaplex Hot Pack - Small - 5in x 5in or equivalent                                                          | 1432-56000                | Curaplex Hot Pack, Small                                                                                                             | CURAPLEX BY BOUND TREE                 | H5050                          | \$ 0.22      | 1/EA        |
| 114    | Curaplex Stop the Bleed, Basic Kit Vacuum Sealed                                                             | 8600-STB001B              | Curaplex Stop the Bleed/Bleed-Free, Basic Kit                                                                                        | CURAPLEX BY BOUND TREE                 | 8600-STB001B                   | \$ 39.50     | 1/EA        |

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

| Quantity | Item Description                                                                                                                    | Bound Tree Medical Item # | Manufacturer                | Part Number   | Quoted Price | Selling UOM |
|----------|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-----------------------------|---------------|--------------|-------------|
| 140      | Bandaging/Sp<br>Paramedic Shears, Yellow, 5.5 In                                                                                    | 68008                     | CURAPLEX BY BOUND TREE      | 182-YELLOW    | \$ 0.75      | 1/PR        |
| 141      | Bandaging/Sp<br>Pediatric/Infant Immobilization Board                                                                               | 36111                     | CURAPLEX BY BOUND TREE      | STORM-PIBS    | \$ 85.00     | 1/EA        |
| 142      | Bandaging/Sp<br>Perfit Ace Entrication Collar Adult                                                                                 | 260281                    | AMBU                        | 000281000     | \$ 3.20      | 1/EA        |
| 143      | Bandaging/Sp<br>Perfit Ace Entrication Collar Pediatric                                                                             | 260280                    | AMBU                        | 000281106     | \$ 3.20      | 1/EA        |
| 144      | Bandaging/Sp<br>QuickClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/Kaolin                                     | 1214-00572                | Z-MEDICA LLC                | 572           | \$ 18.55     | 1/EA        |
| 145      | Bandaging/Sp<br>SAM Pelvic Sling II                                                                                                 | 665566                    | SAM MEDICAL H & H MEDICAL   | PS301-OB-EN   | \$ 62.55     | 1/EA        |
| 146      | Bandaging/Sp<br>SWAT-TOURNIQUET, TACTICAL BLACK                                                                                     | G1092                     | CORPORATION                 | SWAT-T BLK-CA | \$ 8.55      | 1/EA        |
| 147      | Bandaging/Sp<br>TAPE ADHESIVE CLOTH 1 IN X 10 YARDS                                                                                 | 1110-14007                | CURAPLEX BY BOUND TREE      | 1841-14007    | \$ 7.90      | 12/BX       |
| 148      | Bandaging/Sp<br>TAPE ADHESIVE CLOTH 3 IN X 10 YARDS                                                                                 | 1110-14009                | CURAPLEX BY BOUND TREE      | 1841-14009    | \$ 7.90      | 4/BX        |
| 149      | Bandaging/Sp<br>VACUUM MATTRESS DELUXE WITH 6 HANDLES CARRY CASE AND LARGE PUMP EVAC-U-SPLINT                                       | MT90001                   | CURAPLEX BY BOUND TREE      | MT90001       | \$ 857.50    | 1/EA        |
| 150      | Bandaging/Sp<br>Vacuum Splint, EVAC-U-SPLINT, Large Extremity                                                                       | 560103                    | HARTWELL MEDICAL LLC        | EY 103        | \$ 140.50    | 1/EA        |
| 151      | Bandaging/Sp<br>Vacuum Splint, EVAC-U-SPLINT, Medium Extremity                                                                      | 560102                    | HARTWELL MEDICAL LLC        | EY 102        | \$ 99.90     | 1/EA        |
| 152      | Bandaging/Sp<br>Vacuum Splint, EVAC-U-SPLINT, Small Extremity                                                                       | 560101                    | HARTWELL MEDICAL LLC        | EY 101        | \$ 75.00     | 1/EA        |
| 153      | Control/Clean<br>Biohazard Bag Red 7-10 GAL 23 X 23 1.2MIL 500/CS                                                                   | 290116                    | MEDEGEN MEDICAL PRODUCTS    | F116          | \$ 0.09      | 1/EA        |
| 154      | Control/Clean<br>Cleaning agent that will kill COVID 19 (Spray bottle)                                                              | 1061-82830                | ESSENDANT                   | 30828         | \$ 6.90      | 1/EA        |
| 155      | Control/Clean<br>Cleaning agent that will kill COVID 19 (wipes cannister)                                                           | 1061-100                  | METREX RESEARCH CORPORATION | 13-1100       | \$ 9.25      | 160/TB      |
| 156      | Control/Clean<br>Clorox Healthcare Hydrogen Peroxide Wipes Tub 95                                                                   | 1061-82403                | ESSENDANT                   | CLO30824      | \$ 47.77     | 6/CS        |
| 157      | Control/Clean<br>Clorox Healthcare Hydrogen Peroxide Green Label Disinfectant Cleaner Spray Bottle, 32oz                            | 1061-82830                | ESSENDANT                   | 30828         | \$ 7.55      | 1/EA        |
| 158      | Control/Clean<br>COMT SHARPS SHAFT 6.37"X1.22" TRANSPORTABLE CLEAR or equivalent                                                    | 64250                     | CURAPLEX BY BOUND TREE      | 8T-64250      | \$ 1.79      | 1/EA        |
| 159      | Control/Clean<br>Curaplex Infection Control Kit, Latex Free, Incl Gloves, Gown, Mask w/ Shield, Alcohol Wipes, BioBag or equivalent | 670202-KIT                | CURAPLEX BY BOUND TREE      | 670202-KIT    | \$ 9.55      | 1/EA        |
| 160      | Control/Clean<br>GERMICIDAL SOLUTION 32 OZ BOTTLE 6/CS SANIZIDE 34810                                                               | R3127                     | SAFETEC                     | 34810         | \$ 8.15      | 1/EA        |

Item List for City of Midlothian  
EMS Medical Supplies  
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| Item # | Quantity | Description                                                                                                     | Bound Tree Medical Item # | Manufacturer               | Quoted Price | Unit   |
|--------|----------|-----------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------|--------------|--------|
| 178    | 100      | Infection Control/Clean<br>Microdot Bleach Wipes                                                                | CS600-12                  | Cambridge Sensors USA, LLC | \$ 10.22     | 160/TB |
| 179    | 100      | Infection Control/Clean<br>Multi-Purpose Collection Bag with Hook                                               | 1071-17367                | CURAPLEX BY BOUND TREE     | \$ 8.75      | 12/PK  |
| 180    | 100      | Infection Control/Clean<br>Particulate Respirator, N95 Mask, Large Size                                         | 1513                      | MOLDEX-METRIC, INC.        | \$ 21.99     | 20/BX  |
| 181    | 100      | Infection Control/Clean<br>Particulate Respirator, N95 Mask, Technol. Regular Size 35/bx 6bx/cs                 | 8618                      | O&M Hayward, Inc           | \$ 0.74      | 1/EA   |
| 182    | 100      | Infection Control/Clean<br>Particulate Respirator, N95 Mask, XL Size                                            | 1031-46827                | O&M Hayward, Inc           | \$ 109.99    | 35/BX  |
| 183    | 100      | Infection Control/Clean<br>Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx | 1063-20763                | FireWipes                  | \$ 10.10     | 12/BX  |
| 184    | 100      | Infection Control/Clean<br>SAFETY GLASSES, V20 PURITY, CLEAR ANTI-FOG LENS KIMBERLY CLARK or equivalent         | 660274                    | MED PLUS SERVICES USA      | \$ 1.95      | 1/PR   |
| 185    | 100      | Infection Control/Clean<br>SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111                                           | 400012                    | DYNAREX CORPORATION        | \$ 0.45      | 1/EA   |
| 186    | 100      | Infection Control/Clean<br>SHARPS CONTAINER IN ROOM RED 5 QUART 12.5 IN X 5.5 IN X 10.75 IN 20/CS               | 1860-08708                | CURAPLEX BY BOUND TREE     | \$ 3.37      | 1/EA   |
| 187    | 100      | Infection Control/Clean<br>SHARPS CONTAINER OLD STYLE SQUARE RED 4.7 QUART 10 IN X 6 IN X 7.75 IN 12/CS         | 1860-08706                | CURAPLEX BY BOUND TREE     | \$ 3.35      | 1/EA   |
| 188    | 100      | Infection Control/Clean<br>SHARPS CONTAINER STACK RED WITH CLEAR LID 1 QUART 6.25 IN H X 4.25 IN D X 4.5 IN     | 1860-08702                | CURAPLEX BY BOUND TREE     | \$ 1.15      | 1/EA   |
| 189    | 100      | Infection Control/Clean<br>SLEEVE WHITE GAUNTLET, ELASTIC OPENINGS, 18 IN (arm coverings)                       | 295502                    | SAFETY TODAY               | \$ 1.47      | 1/PR   |
| 190    | 100      | Infection Control/Clean<br>SPIT SOCK FACE COVER TO PREVENT PATIENT SPITTING                                     | 1033-15311                | STEARNS WEAR               | \$ 3.10      | 1/EA   |
| 191    | 100      | IV Supplies and Needles<br>Curaplex Dart w/vial adaptor kit                                                     | 670212-KIT                | CURAPLEX BY BOUND TREE     | \$ 7.55      | 1/EA   |
| 192    | 100      | IV Supplies and Needles<br>CATHETER INTRAVENOUS (IV) 16 GA x 1/4 IN 50/BX                                       | 353062                    | SMITHS MEDICAL ASD, INC.   | \$ 1.54      | 1/EA   |
| 193    | 100      | IV Supplies and Needles<br>CATHETER INTRAVENOUS (IV) 18 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS                    | 353065                    | SMITHS MEDICAL ASD, INC.   | \$ 1.54      | 1/EA   |
| 194    | 100      | IV Supplies and Needles<br>CATHETER INTRAVENOUS (IV) 20 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS                    | 353067                    | SMITHS MEDICAL ASD, INC.   | \$ 1.54      | 1/EA   |

Item List for City of Midlothian  
EMS Medical Supplies  
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Item 2.

| Line # | City of Midlothian Item Description                                                                          | Bound Tree Medical Item # | Bound Tree Medical Item Description                                                          | Vendor Name              | Vendor Item #     | Quoted Price | Selling Unit |
|--------|--------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------|--------------------------|-------------------|--------------|--------------|
| 212    | IV Supplies and Needles<br>Lancets, Unistitik 3 Comfort Safety, 28 ga x 1.8 mm, Single Use, Purple           | 2764-70728                | Curaplex®reg. Safety Lancet, 28 Gauge, Orange                                                | CURAPLEX BY BOUND TREE   | SLL28G-2764-70728 | \$ 6.25      | 100/BX       |
| 213    | IV Supplies and Needles<br>Lancets, Unistitik 3 Normal Safety, 23 ga x 1.8 mm, Single Use, Yellow            | 675-ATT1002               | Unistitik 3 Normal Safety Lancet, 1.8mm, 23ga, 100/Box                                       | OWEN MUMFORD INC         | AT 1002           | \$ 17.25     | 100/BX       |
| 214    | IV Supplies and Needles<br>Needle Hypodermic, SafetyGlide, 18 ga x 1.5 inch, with shielding mechanism        | 1641-76618                | BD Eclipse Safety Needles, 18ga x 1 1/2Inch                                                  | BECTON DICKINSON         | 305766            | \$ 22.35     | 100/BX       |
| 215    | IV Supplies and Needles<br>Needle Hypodermic, SafetyGlide, 21 ga x 1 inch, with shielding mechanism          | 62305916                  | Safety Glide Hypodermic Needle, 25ga x 1inch                                                 | Becton Dickinson         | 305916            | \$ 0.40      | 1/EA         |
| 216    | IV Supplies and Needles<br>Syringe and Needle, 10cc, 21 ga x 1 1/2 inch                                      | 11297                     | Syringe with Needle, Luer-lock Tip, 3cc, 21ga x 1-1/2In, Deep Green Hub                      | EXEL INTERNATIONAL, INC. | 26107             | \$ 0.09      | 1/EA         |
| 217    | IV Supplies and Needles<br>Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch                        | 11278                     | Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 25ga x 5/8In                                   | EXEL INTERNATIONAL, INC. | 26044             | \$ 0.10      | 1/EA         |
| 218    | IV Supplies and Needles<br>Syringe and Needle, EXEL, 1cc Tuberculin, 26 ga x 1/2 inch                        | 30-260408X                | Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 27ga x 1/2In                                   | EXEL INTERNATIONAL, INC. | 26040             | \$ 10.40     | 100/BX       |
| 219    | IV Supplies and Needles<br>Syringe and Safety Needle, BD 3cc LL w/Eclipse 21 ga x 1 in Detachable Needle     | 625779                    | Syringe, Detachable Eclipse Needle, 2.1ga x 1inch, 3cc                                       | BECTON DICKINSON         | 305779            | \$ 0.26      | 1/EA         |
| 220    | IV Supplies and Needles<br>Syringe and Safety Needle, BD 5cc LL w/Eclipse 22 ga x 1 in Detachable Needle     | C012350                   | Safety Glide Hypodermic Needle, 22ga x 1 1/2inch                                             | BECTON DICKINSON         | 305900            | \$ 15.90     | 50/BX        |
| 221    | IV Supplies and Needles<br>SYRINGE ONLY LUER LOCK 30CC                                                       | 1633-30430                | Syringe Only, Luer Lock, 30cc                                                                | B. BRAUN MEDICAL, INC    | 4617304F-02       | \$ 0.44      | 1/EA         |
| 222    | IV Supplies and Needles<br>SYRINGE ONLY LUER LOCK 60CC                                                       | 620300                    | Syringe (Only), Luer Lock w/Cap, 50-60cc                                                     | EXEL INTERNATIONAL, INC. | 26300             | \$ 16.12     | 25/BX        |
| 223    | IV Supplies and Needles<br>Syringe, Luer Lock, 30-35cc                                                       | 1633-29030                | Syringe, Luer lock w/Cap, 30-35cc                                                            | EXEL INTERNATIONAL, INC. | 26290             | \$ 0.42      | 1/EA         |
| 224    | IV Supplies and Needles<br>Tourniquet (non latex) individual rolled                                          | 1841-14000                | Curaplex Tourniquet, Latex Free 1in x 18In, Rolled, Blue                                     | CURAPLEX BY BOUND TREE   | 1841-14000        | \$ 19.98     | 250/BG       |
| 225    | IV Supplies and Needles<br>VIAL ACCESS CANNULA 100/BX 10BX/CS INTERLINK                                      | 353367                    | Intertek Vial Access Cannula, 15ga                                                           | BECTON DICKINSON         | 303367            | \$ 0.35      | 1/EA         |
| 226    | Lucas Supplies<br>4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15 | 2743-02011                | 4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15   | STRYKER                  | 11111-000020      | \$ 345.70    | 1/EA         |
| 227    | Lucas Supplies<br>6-WIRE PRECORDIAL LEADS FOR A 12-LEAD ECG CABLE FOR LIFEPAK 15                             | 2743-02211                | 6-Wire Precordial Leads for a 12-Lead ECG Cable                                              | STRYKER                  | 11111-000022      | \$ 131.25    | 1/EA         |
| 228    | Lucas Supplies<br>ECG Chart Paper, Thermal, 108mm, Red Grid, for Physio-Control LP15 or equivalent           | 2745-10108                | Curaplex®reg. ECG Chart Paper, Thermal, 108mm, red grid, for Physio-Control LP11, LP12, LP15 | CURAPLEX BY BOUND TREE   | LP12              | \$ 1.40      | 1/RL         |

Item List for City of Midlothian  
EMS Medical Supplies  
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Bound Tree Medical, LLC

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| Item # | City of Midlothian Description | Bound Tree Medical Item # | Bound Tree Medical Description                                                                      | Vendor Name            | Vendor Item # | Quoted Price | Selling Unit |
|--------|--------------------------------|---------------------------|-----------------------------------------------------------------------------------------------------|------------------------|---------------|--------------|--------------|
| 246    | LP-15 and Lucas Supplies       | 4510-04676                | LUCAS Lucas 2 Suction Cups, Disposable, 3/pack                                                      | STRYKER                | 11576-000046  | \$ 125.90    | 3/PK         |
| 247    | LP-15 and Lucas Supplies       | 2743-02406                | Masimo SET Rainbow Compatible Cable, 4 ft                                                           | MASIMO                 | 2406          | \$ 94.35     | 1/EA         |
| 248    | LP-15 and Lucas Supplies       | 2712-04971                | Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3ft, for use with RC Patient Cable      | STRYKER                | 11171-000049  | \$ 557.75    | 1/EA         |
| 249    | LP-15 and Lucas Supplies       | 2743-02069                | Masimo Rainbow, DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3ft for use with RC Patient Cable | MASIMO                 | 2069          | \$ 779.00    | 1/EA         |
| 250    | LP-15 and Lucas Supplies       | 2750-57711                | Mobile Battery Charger (Physio) Includes AC and DC power cords                                      | STRYKER                | 11577-000011  | \$ 1,889.47  | 1/EA         |
| 251    | Lucas Supplies                 | 16384                     | Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent                                 | CURAPLEX BY BOUND TREE | 6600205H      | \$ 15.55     | 1/PK         |
| 252    | Lucas Supplies                 | 16384                     | Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent                            | CURAPLEX BY BOUND TREE | 6600205H      | \$ 15.55     | 1/PK         |
| 253    | LP-15 and Lucas Supplies       | 2615-63501                | NIBP Cuff-Reusable, Adult                                                                           | SPACELABS HEALTHCARE   | US2635HP-05   | \$ 13.28     | 1/EA         |
| 254    | LP-15 and Lucas Supplies       | 2615-32003                | NIBP Cuff-Reusable, Child                                                                           | SPACELABS HEALTHCARE   | US1320HP-05   | \$ 8.95      | 1/EA         |
| 255    | LP-15 and Lucas Supplies       | 2615-81409                | NIBP Cuff-Reusable, Infant                                                                          | SPACELABS HEALTHCARE   | US0814HP-05   | \$ 7.95      | 1/EA         |
| 256    | LP-15 and Lucas Supplies       | 2615-24212                | NIBP Cuff-Reusable, Large Adult                                                                     | SPACELABS HEALTHCARE   | US3242HP-05   | \$ 14.95     | 1/EA         |
| 257    | LP-15 and Lucas Supplies       | 2615-82619                | NIBP Cuff-Reusable, Small Adult                                                                     | SPACELABS HEALTHCARE   | US1826HP-05   | \$ 10.35     | 1/EA         |
| 258    | LP-15 and Lucas Supplies       | 2613-28148                | NIBP Tubing Coiled (Physio)                                                                         | STRYKER                | 21300-008148  | \$ 82.25     | 1/EA         |
| 259    | LP-15 and Lucas Supplies       | 2746-11541                | REDI-CHARGE Base                                                                                    | STRYKER                | 11141-000115  | \$ 1,388.90  | 1/EA         |
| 260    | LP-15 and Lucas Supplies       | 2712-04126                | SENSOR, MASIMO UNCS ADULT, ADULT 18 IN ADHESIVE DISPOSABLE SPO2, GREATER THAN 30KG                  | MASIMO                 | 1859          | \$ 12.92     | 1/EA         |
| 261    | LP-15 and Lucas Supplies       | 2712-03911                | Sensors, Masimo SET M-UNCS Adult, Adhesive, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable      | STRYKER                | 11171-000039  | \$ 13.90     | 1/EA         |
| 262    | LP-15 and Lucas Supplies       | 2712-41171                | Sensors, Masimo SET M-UNCS, Infant, Adh, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable         | STRYKER                | 11171-000041  | \$ 18.18     | 1/EA         |



Item List for City of Midlothian  
EMS Medical Supplies  
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Bound Tree Medical, LLC

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| Line # | Medications | City of Midlothian Item Description                                      | Bound Tree Medical Item # | General Description of Item Description                                                                                                                                       | Vendor Name                             | Vendor Item #  | Quoted Price | Units & UOM |
|--------|-------------|--------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------|--------------|-------------|
| 283    | Medications | CALCIUM CHLORIDE 1GM 10ML LUERJET                                        | 373304                    | Calcium Chloride, 1gm, 10ml Luer Jet Prefilled Syringe                                                                                                                        | IMS LIMITED                             | 7632933041     | \$ 110.15    | 10/BX       |
| 284    | Medications | Calcium Chloride 1gm, 10ml Luer Jet 10108                                | 373304                    | Calcium Chloride, 1gm, 10ml Luer Jet Prefilled Syringe                                                                                                                        | IMS LIMITED<br>CERTA DOSE               | 7632933041     | \$ 111.42    | 10/BX       |
| 285    | Medications | Certa Dose Epinephrine Convenience Kit                                   | 0001-05                   | Certa Dose Epinephrine Convenience kit (1ml vial, 2 syringes) 1/EA 5EA/CT                                                                                                     | SPECIALTY PHARM<br>SVC                  | CD-EPI-005     | \$ 96.75     | 1/EA        |
| 286    | Medications | DEXTROSE 50% 25GM, 50ML ANSYR SYRINGE 1013C                              | 377515                    | Dextrose, 50%, 50ml Ansyf. Prefilled Syringe                                                                                                                                  | PFIZER INC.<br>(HOSPIRA)                | 0409751716     | \$ 108.70    | 10/BX       |
| 287    | Medications | DEXTROSE 50% 25GM, 50ML LUER JET 1013B                                   | 373301                    | Dextrose, 50%, 25gm, 50ml Luer Jet Prefilled Syringe                                                                                                                          | IMS LIMITED<br>B. BRAUN MEDICAL,<br>INC | 7632933011     | \$ 157.70    | 10/PK       |
| 288    | Medications | Dextrose D10 250cc                                                       | 7520-20                   | Dextrose, 10%, 250ml bag                                                                                                                                                      | Hikma                                   | LS202          | \$ 2.72      | 1/EA        |
| 289    | Medications | Dihiazem, 25mg, 5ml Vial *Refrigerate*                                   | 6013-10                   | Dihiazem Hydrochloride Injection, 25mg/5ml (5mg/ml) Vial (Refrigeration Required)                                                                                             | Pharmaceuticals USA<br>INC              | 0641601310     | \$ 35.15     | 10/BX       |
| 290    | Medications | DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL                          | 1000200                   | Diphenhydramine 50mg/ml 1ml sdv 2035-Benadryl (HealthFirst)                                                                                                                   | HF Acquisition CO, LL                   | 1000200        | \$ 4.35      | 1/EA        |
| 291    | Medications | Epinephrine 1:10000 1MG 10ML LIFESHIELD SYRINGE 1019A                    | 374921                    | Epinephrine, 1:10,000, 1mg, 10ml, LifeShield Prefilled Syringe                                                                                                                | PFIZER INC.<br>(HOSPIRA)                | 0409492134     | \$ 61.15     | 10/BX       |
| 292    | Medications | Epinephrine 1:10000, 1mg, 10ml                                           | 374921                    | Epinephrine, 1:10,000, 1mg, 10ml, LifeShield Prefilled Syringe                                                                                                                | PFIZER INC.<br>(HOSPIRA)                | 0409492134     | \$ 61.15     | 10/BX       |
| 293    | Medications | Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B                            | 373316                    | Epinephrine, 1:10,000, 1mg, 10ml, Luer Jet Prefilled Syringe                                                                                                                  | IMS LIMITED<br>CARDINAL HEALTH<br>RX    | 7632933161     | \$ 95.75     | 10/PK       |
| 294    | Medications | Epinephrine 1:1000                                                       | 0159-25EA                 | Adrenalin (Epinephrine) 1mg, 1ml Vial (1:1000)                                                                                                                                | PFIZER INC.<br>(HOSPIRA)                | 995914         | \$ 465.75    | 25/PK       |
| 295    | Medications | Fentanyl 100mcg/1ml vial                                                 | 379094                    | Fentanyl, Class II, 0.05mg/ml, 2ml Vial                                                                                                                                       | PFIZER INC.<br>(HOSPIRA)                | 0409909422     | \$ 32.80     | 25/BX       |
| 296    | Medications | Glucagon 1mg, 1ml vial kit with 1ml Sterile Water                        | 0593-03                   | Glucagon Kit 1mg contains 1 vial of 1mg Glucagon and 1 vial of 1ml Sterile Water. Glucagon is in powder form in a 1ml vial along with 1ml of sterile water for reconstitution | OTHER<br>MANUFACTURER                   | 63323-0593-03  | \$ 147.50    | 1/EA        |
| 297    | Medications | Glucagon, 1mg, 1ml Vial, Emergency Kit, Red, 1 Vial                      | 000002145001              | Glucagon, 1mg, 1ml Vial, Emergency Kit, Red, 1 Vial Powder, 1 Prefilled Syringe of Diluent                                                                                    | CARDINAL HEALTH-<br>PHARMA              | 2858090        | \$ 349.50    | 1/EA        |
| 298    | Medications | Glucose Gel, 15 gm, Strawberry Flavor 3/pk (Transcend)                   | 662248                    | Transcend Glucose Gel, Strawberry Flavor, 3/pk                                                                                                                                | LIFE NUTRITION LLC                      | 6379           | \$ 3.55      | 3/PK        |
| 299    | Medications | Glucose Gel, 15gm, Orange Flavor 3/pk (Transcend)                        | LN7637                    | Glucose Transcend, 15gm Gel, Orange                                                                                                                                           | LIFE NUTRITION LLC<br>OTHER             | 7637           | \$ 3.55      | 3/PK        |
| 300    | Medications | HALOPERIDOL 5MG 1ML VIAL                                                 | 373474                    | Haloperidol, 5mg, 1ml Vial                                                                                                                                                    | MANUFACTURER<br>PFIZER INC.             | 437401 (25/PK) | \$ 187.70    | 25/PK       |
| 301    | Medications | Heparin 5000u/1ml vial                                                   | AB2723-01C                | HEPARIN SODIUM 5,000U/1ML VIAL (25/BOX)                                                                                                                                       | PFIZER INC.<br>(HOSPIRA)                | 0409-2723-01   | \$ 34.90     | 25/BX       |
| 302    | Medications | Heparin pre-mixed 250 or 500cc bag                                       | 7620-03                   | Heparin in 0.9% Saline for Injection, 1,000 USP Units, 500ml Bag                                                                                                              | NEPHRON<br>PHARMACEUTICALS<br>CORP      | 0409762003     | \$ 74.75     | 1B/CS       |
| 303    | Medications | IPRATROPIUM BROMIDE 0.02%, 0.5MG/2.5ML INDIVIDUALLY WRAPPED              | 379801                    | Ipratropium Bromide, 0.02%, 2.5ml, Individually Wrapped, 30/Box                                                                                                               | PHARMACEUTICALS<br>CORP                 | 9601-01        | \$ 5.90      | 30/BX       |
| 304    | Medications | IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile | 600-10                    | Prefilled IV Flush Syringe, Sterile, 10ml Normal Saline, 12ml Syringe                                                                                                         | AQUABILITI<br>BAXTER HEALTHCARE<br>DMG  | 210806         | \$ 0.33      | 1/EA        |
| 305    | Medications | IV Solution, Dextrose 10% 250ml Bag 36ea/cs Baxter                       | 1921-16217                | Dextrose, 10%, 250ml Bag                                                                                                                                                      | DMG                                     | 280162D        | \$ 5.52      | 1/EA        |

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

Item 2.

Bound Tree Medical, LLC

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| Item # | City of Midlothian Item Description | Bound Tree Medical Item # | Manufacturer                                                                                             | Quantity                                                                    | Quoted Price | Selling Unit |
|--------|-------------------------------------|---------------------------|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|--------------|--------------|
| 330    | Medications                         | 376625                    | SODIUM BICARBONATE 8.4%                                                                                  | Sodium Bicarbonate, 8.4%, 50ml Vial                                         | \$ 280.00    | 25/BOX       |
| 331    | Medications                         | 371035                    | Sodium Bicarbonate 8.4% 50ml Luer Jet 1035B                                                              | Sodium Bicarbonate, 8.4%, 50ml Luer Jet Prefilled Syringe                   | \$ 147.12    | 10/PK        |
| 332    | Medications                         | 376637                    | SODIUM BICARBONATE 8.4% LIFESHIELD SYRINGE 1035A                                                         | Sodium Bicarbonate, 8.4 %, 50ml Lifeshield Prefilled Syringe                | \$ 115.90    | 10/BOX       |
| 333    | Medications                         | 0409-0047-22              | Solu-Medrol, 125mg, 2ml ACT-O-VIAL or equivalent                                                         | SOLU-MEDROL 2 Act-O-Vial System, 125 Mg, 2ml                                | \$ 242.35    | 25/BOX       |
| 334    | Medications                         | 9746-10EA                 | Terbutaline 1mg, 1ml Vial                                                                                | Terbutaline, 1mg, 1ml Vial 10ea/Box                                         | \$ 47.55     | 10/BOX       |
| 335    | Medications                         | 0166-41                   | Tranexamic Acid 100mg/ml, 10ml vial                                                                      | Tranexamic Acid 100mg/ml, 10ml vial                                         | \$ 117.50    | 10/BOX       |
| 336    | Medications                         | 0931-44                   | Vacuronium 10mg/10ml vial                                                                                | Vacuronium, 10mg, 10ml Vial, Powder                                         | \$ 91.15     | 10/BOX       |
| 337    | SUCTION                             | 533-MS-YK20EA             | Curaplex Yankauer Suction Kit, Bulb Tip and Tubing w/Control Vent, 1/4 in ID x 6 ft Tubing or equivalent | Yankauer Suction Handle with Bulb Tip and Control Vent, 6ft Tube            | \$ 1.04      | 1/EA         |
| 338    | SUCTION                             | 2212-11200                | Curaplex Disposable Suction Canister, 1200cc or equivalent                                               | Curaplex Disposable Hydrophobic Suction Canister, 1200cc                    | \$ 2.48      | 1/EA         |
| 339    | SUCTION                             | 2743-80422                | Laerdal Medical Coaxial Vacuum Connector 33cm 12/PK                                                      | Coaxial Vacuum Connector 33cm 12/PK                                         | \$ 11.65     | 12/PK        |
| 340    | SUCTION                             | 1780020                   | LSU SUCTION UNIT LF W/ DISPOSABLE CANISTER AND TUBING LAERDAL                                            | Suction Unit w/Bemis Canister, Cards, Tubing, Battery                       | \$ 887.85    | 1/EA         |
| 341    | SUCTION                             | 2212-11200                | Medi-Vac Guardian Disposable Hard Suction Canister 1200ml                                                | Curaplex Disposable Hydrophobic Suction Canister, 1200cc                    | \$ 2.48      | 1/EA         |
| 342    | SUCTION                             | 36090                     | Suction Catheter, 6 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                  | Curaplex Suction Catheter, 6F                                               | \$ 0.12      | 1/EA         |
| 343    | SUCTION                             | 36091                     | Suction Catheter, 8 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                  | Curaplex Suction Catheter, 8F                                               | \$ 0.12      | 1/EA         |
| 344    | SUCTION                             | 36092                     | Suction Catheter, 10 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                 | Curaplex Suction Catheter, 10F                                              | \$ 0.12      | 1/EA         |
| 345    | SUCTION                             | 36093                     | Suction catheter, 12 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                 | Curaplex Suction Catheter, 12F                                              | \$ 0.12      | 1/EA         |
| 346    | SUCTION                             | 36094                     | Suction Catheter, 14 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                 | Curaplex Suction Catheter, 14F                                              | \$ 0.12      | 1/EA         |
| 347    | SUCTION                             | 36095                     | Suction catheter, 16 Fr, coiled, w/ whistle tip and thumb control port, sterile, disp, LF                | Curaplex Suction Catheter, 16F                                              | \$ 0.12      | 1/EA         |
| 348    | SUCTION                             | 36096                     | Suction catheter, 18 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF                 | Curaplex Suction Catheter, 18F                                              | \$ 0.12      | 1/EA         |
| 349    | STRETCHER SUPPLIES                  | 17100MS                   | Curaplex Blanket, Fleece 60x90 blue                                                                      | Curaplex Blanket, Fleece, 60inch x 90inch, Navy Blue                        | \$ 3.50      | 1/EA         |
| 350    | SUPPLIES                            | 3271-63802                | Curaplex Blanket, Polyester 40x80 gray                                                                   | Curaplex Blanket, 100% Polyester, 40in x 80in, Gray                         | \$ 30.99     | 10/CS        |
| 351    | SUPPLIES                            | 3246-12345                | Curaplex Patient Transporter 1200lb or greater capacity or equivalent                                    | Curaplex Patient Transporter, 1800lb Capacity                               | \$ 15.25     | 1/EA         |
| 352    | SUPPLIES                            | 3271-62602                | Curaplex XPS Fitted Stretcher Sheet, 36 x 90, Fluid Resist 30/cs or equivalent                           | Curaplex Stretcher Sheet, Fitted                                            | \$ 45.50     | 30/CS        |
| 353    | SUPPLIES                            | 206-089-7015EA            | Pillow, disposable, 18 x 24, 12 oz., polyester fill, non-allergenic, 12ea/cs                             | Pillow, Disposable, Polyester Fill, 18inch x 24inch, 16oz                   | \$ 2.40      | 1/EA         |
| 354    | SUPPLIES                            | 506022BK                  | Restrain Strap, Black, 2 pc, 5 ft, Nylon, Metal Push Button Buckle, Loop Ends                            | Straps, Nylon, Metal Push Button Buckle, 2 Piece w/Loop Ends, Black, 5 feet | \$ 8.39      | 1/EA         |

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

| Item # | City of Midlothian Description | Bound Tree Medical Item # | Bound Tree Medical Description                                                              | Manufacturer                | Part #        | Quoted Price | Selling UOM |
|--------|--------------------------------|---------------------------|---------------------------------------------------------------------------------------------|-----------------------------|---------------|--------------|-------------|
| 383    | Various                        | 5000-68821                | Lumify L12-4 System                                                                         | PHILIPS MEDICAL SYSTEMS HSG | FUS6882       | \$ 5,119.00  | 1/EA        |
| 384    | Various                        | 5000-68840                | Lumify S4-1 Bundle                                                                          | PHILIPS MEDICAL SYSTEMS HSG | FUS6884       | \$ 5,119.00  | 1/EA        |
| 385    | Various                        | 5000-68811                | Lumify CS-2 Bundle                                                                          | PHILIPS MEDICAL SYSTEMS HSG | FUS6881       | \$ 5,119.00  | 1/EA        |
| 386    | Various                        | 1151200                   | MANIKIN FACE SHIELD 36/RL 68L/CS                                                            | LAERDAL MEDICAL CORP        | 15120303      | \$ 10.96     | 36/RL       |
| 387    | Various                        | 444001                    | OB Kit, poly bagged with scalpel                                                            | CURAPLEX BY BOUND TREE      | 444001        | \$ 11.45     | 1/EA        |
| 388    | Various                        | 540104                    | Palm Arteroid Replacement Gauge for 703, 705, 731, 732, 740 and 788 Series, Next Generation | AMERICAN DIAGNOSTIC CORP.   | 804N          | \$ 35.00     | 1/EA        |
| 389    | Various                        | 2733-53175                | Probe Covers for SureTemp Thermometers 690, Disposable                                      | WELCH ALLYN, INC.           | 05031-750     | \$ 10.40     | 250/BX      |
| 390    | Various                        | 2320-14180                | Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut                                        | PRECISION MEDICAL           | HA-U1C4-00180 | \$ 51.25     | 1/EA        |
| 391    | Various                        | 61511                     | Ring Cutter                                                                                 | CURAPLEX BY BOUND TREE      | 47-373        | \$ 4.25      | 1/EA        |
| 392    | Various                        | 61512                     | Ring Cutter, Replacement blades Magnum Medical Ring Cutter                                  | CURAPLEX BY BOUND TREE      | 816           | \$ 1.60      | 1/EA        |
| 393    | Various                        | 400012                    | SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111                                                  | DYNAREX CORPORATION         | 4111          | \$ 0.45      | 1/EA        |
| 394    | Various                        | 1880-61810                | Single-Use Transport Bubble Bag, 4 in x 5.5 in, 100/pkg                                     | HEALTH CARE LOGISTICS       | 7618-10       | \$ 21.70     | 100/PK      |
| 395    | Various                        | 607112                    | Sterile Water for Irrigation, 250ml Plastic Pour Bottle                                     | BAXTER HEALTHCARE           | 2F7112        | \$ 2.77      | 1/EA        |
| 396    | Various                        | 355001                    | Sterile Water for Irrigation, 500ml Plastic Pour Bottle                                     | B. BRAUN MEDICAL, INC       | RS001-01      | \$ 1.84      | 1/EA        |
| 397    | Various                        | 2621-61922                | Stethoscope (Adscope-Lite 619 30 in length Ref)                                             | AMERICAN DIAGNOSTIC CORP.   | 619BK         | \$ 19.55     | 1/EA        |
| 398    | Various                        | 2621-01115                | Stethoscope (disposable single head)                                                        | DUKAL CORP                  | 1115          | \$ 10.70     | 10/BX       |
| 399    | Various                        | 670156-KIT                | Stop The Bleed Sticker Kit (10 Stickers/Kit)                                                | CURAPLEX BY BOUND TREE      | 670156-KIT    | \$ 25.65     | 10/EA       |





# Bound Tree

Your Partner in EMS

5000 Tuttle Crossing Blvd.

Dublin, OH 43018

614.760.5000

www.boundtree.com

11/18/2020

City of Midlothian

RE: Price Increase Policy

To Whom It May Concern:

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

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

Sincerely,

Brian LaDuke, President, Emergency Preparedness

# Partners in EMS



## In-Service Training

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



## Advanced Online Tools

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



## 24-Hour Disaster Support

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



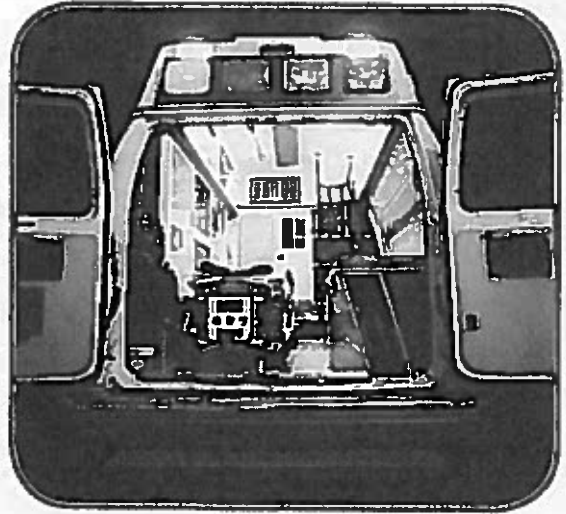
## Grants Support

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



## Passion and Perspective

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



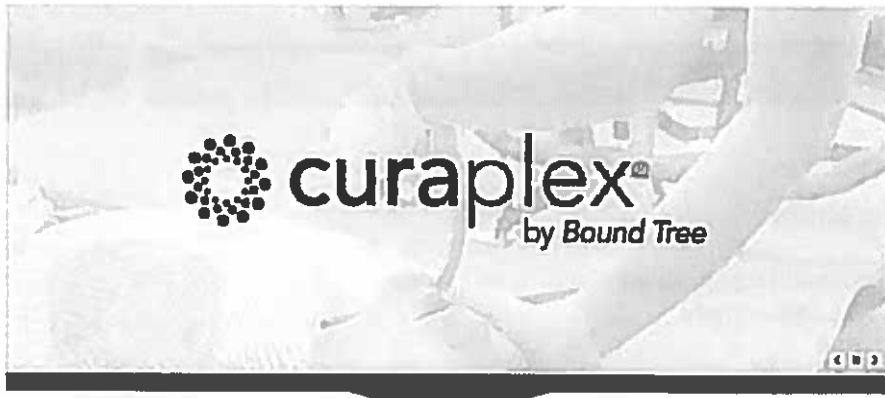
Bound Tree Medical is a specialty distributor of emergency medical equipment, supplies, pharmaceuticals and product expertise for fire departments, military, government institutions and other EMS organizations that provide pre-hospital, emergency care. We support our customers with our team of EMS-experienced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

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



# Bound Tree

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



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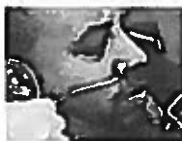
Kitting Solutions »



Airway/Oxygen Delivery »



Diagnostics »



Infection Control »



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Instruments/ Personal Items »



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**SHOP ALL CURAPLEX® PRODUCTS**



# Bound Tree

Your Partner In EMS

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

614 766.5000

www.boundtree.com

## Customer Service

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

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

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

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

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

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

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

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

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

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



5000 Tuttle Crossing Blvd

Dublin, OH 43018

614 760 5000

www.boundtree.com

## Product Return Information

### NON-WARRANTY PRODUCT RETURN POLICY

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

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

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

#### Non-returnable Items Include:

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

#### Return Policy Guidelines:

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



## Online Ordering Capabilities

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



## ARTICLE II TERM

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof (“**Effective Date**”). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

## ARTICLE III TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

## ARTICLE IV PURCHASING

The City Manager or designee for each of party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE. Each party shall be responsible for the respective vendor’s compliance with provisions relating to the quality of items and terms of delivery.

## ARTICLE V MISCELLANEOUS

5.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

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



5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Ellis or Johnson County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF MIDLOTHIAN, TEXAS**

By: \_\_\_\_\_  
CHRIS DICK, CITY MANAGER

**ATTEST:**

By: \_\_\_\_\_  
CITY SECRETARY

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF \_\_\_\_\_, TEXAS**

By: \_\_\_\_\_  
, CITY MANAGER

**ATTEST:**

By: \_\_\_\_\_  
CITY SECRETARY



## STAFF REPORT

---

**SUBJECT:** Texas A&M Forest Service Grant

**DEPARTMENT:** Fire Department

**STAFF CONTACT:** Robert Isbell

### RECOMMENDATION:

Consider approval of a grant for a Type 6 Fire Engine (TIFMAS Grass firefighting truck).

### BACKGROUND:

The Stephenville Fire Department has a Texas A&M Forest Service granted type 6 fire engine. This engine is 10 years old and is eligible for replacement through a Forest Service Grant. We currently operate under the same stipulations that are necessary for application. This is the engine that is deployed on our TIFMAS responses across the state, as well as in our community.

### FISCAL IMPACT SUMMARY:

There is no associated costs with this agreement. No matching funds required.

### ALTERNATIVES

1. N/A.

## APPARATUS REQUEST

### TIFMAS GRANT ASSISTANCE PROGRAM

*Name of Fire Department*

*FireConnect ID*

Number in department profile URL

(<https://fireconnect.tfs.tamu.edu/FireDepartments/XXX>)

*County*

*TIFMAS Apparatus awards are allocated annually. The Applicant Rating Guide is utilized to rank applications based on qualifications, response history, and reporting. Personnel and qualification requirements must be met in order to be considered for a TIFMAS apparatus. The type of apparatus awarded is determined by available funding and strategic needs of the program.*

| Apparatus       | Personnel | Minimum Qualification                                                                                  |
|-----------------|-----------|--------------------------------------------------------------------------------------------------------|
| Type III Engine | 3-5       | One ENGB(t) or higher, others with basic wildland                                                      |
| Type VI Engine  | 2-3       | One FF1/ICT5 or higher, others with Basic Wildland<br><i>(One ENGB(t) required effective 1/1/2024)</i> |
| Tender          | 2-5       | One FF1/ICT5 or higher, others with Basic Wildland<br><i>(One ENGB(t) required effective 1/1/2024)</i> |

| Rating Criteria                                  | Points |
|--------------------------------------------------|--------|
| <b>Number of Current Carded TIFMAS Personnel</b> |        |
| 40+                                              | 25     |
| 20-39                                            | 15     |
| 2-19                                             | 5      |
| <b>Number of Qualified STEN</b>                  |        |
| 3+                                               | 15     |
| 1-2                                              | 10     |
| <b>Number of Qualified ENGB</b>                  |        |
| 5+                                               | 15     |
| 1-4                                              | 10     |
| <b>Number of Qualified FFI ICT5</b>              |        |
| 5+                                               | 15     |
| 1-4                                              | 10     |

| Rating Criteria                                                 | Points |
|-----------------------------------------------------------------|--------|
| <b>Past Statewide Deployments Verifiable by Resource Orders</b> |        |
| 12+                                                             | 20     |
| 8-11                                                            | 15     |
| 4-7                                                             | 10     |
| 1-3                                                             | 5      |
| <b>Department Reports to TXFIRS</b>                             |        |
| Yes                                                             | 5      |
| No                                                              | 0      |
| <b>Department Reports to FireConnect</b>                        |        |
| Yes                                                             | 5      |
| No                                                              | 0      |

*(This section must be certified by authorized Chief Officer)*

**(Required)** I certify that my department's information is up to date in [FireConnect](#). This includes having an **active IRS W-9 Form** on FireConnect.  
Guide Videos: [Department Profile](#) , [W-9 Forms](#)

**(Required)** **APPLICANT CERTIFICATION:** I certify that the information contained in this application is true and accurate to the best of my knowledge and that I am duly authorized to certify this application for an apparatus on behalf of the fire department. I understand that knowingly making false or fraudulent statements or representations may result in program sanctions and/or criminal penalties.

Name: (print)  Title:   
*Chief Officer*

Date:

Submit this form to [tifmasgrants@tfs.tamu.edu](mailto:tifmasgrants@tfs.tamu.edu)

Questions? 979-458-6505

CASE# \_\_\_\_\_

**SUPPLEMENTAL TERMS AND RESPONSIBILITIES AGREEMENT  
TEXAS INTRASTATE FIRE MUTUAL AID SYSTEM (TIFMAS)  
VEHICLE GRANT**

The Texas Legislature established the Texas Statewide Mutual Aid System to provide integrated statewide mutual aid response capability between local government entities without a written mutual aid agreement (Texas Government Code Sec. 418.111). In support of this system, the TIFMAS Vehicle Grants are provided by the Texas A&M Forest Service (TFS), a member of The Texas A&M University System and an agency of the State of Texas, under the Rural VFD Assistance Program to help career fire departments acquire fire and rescue apparatus to respond to statewide emergencies.

In consideration for the provision of TIFMAS Vehicle(s), \_\_\_\_\_ of \_\_\_\_\_ County, Texas, ("Cooperator"), agrees to the terms and conditions set forth herein. This agreement describes TFS' statutorily required administration and the terms and responsibilities of Cooperator related to TIFMAS vehicle grants. The terms and responsibilities of Cooperator provided in this agreement will be in effect for the entire time Cooperator owns the TIFMAS Vehicle. Upon grant award, the following will apply:

**TFS Authority and Responsibilities:**

1. TFS will provide a standardized TIFMAS Vehicle titled in the name of Cooperator under the following conditions:
  - a. TIFMAS Vehicle will be provided under a one-hundred percent grant administered by TFS. The vehicle will be acquired on behalf of the Cooperator from a vendor selected by TFS.
  - b. Specifications for TIFMAS Vehicle will be developed by TFS.
  - c. TIFMAS Vehicle will include loose equipment per TFS specifications.
2. TFS will perform an inspection after the TIFMAS Vehicle has been purchased and delivered and will document the vehicle on a TIFMAS Vehicle Equipment List, signed by both parties.
3. TFS will perform occasional inspections of the TIFMAS Vehicle to ensure the Cooperator is fulfilling its obligations in accordance with this agreement.

**Cooperator Responsibilities:**

1. Cooperator will take possession of TIFMAS Vehicle at a time and location mutually decided on by TFS and Cooperator.
2. Cooperator will facilitate an initial inspection of the TIFMAS Vehicle by TFS and sign the TIFMAS Equipment Vehicle List provided by TFS.

3. Cooperator may add additional loose equipment to the TIFMAS Vehicle, but may not alter or change the original specification of the TIFMAS Vehicle. All additional loose equipment added by Cooperator will remain the property and responsibility of the Cooperator.
4. Cooperator may use the TIFMAS Vehicle only for the following:
  - a. Local and Regional Mutual Aid Incidents.
  - b. Local/Regional Multiple unit/apparatus Incidents.
  - c. Emergency events threatening properties vital to National Defense, Critical Infrastructure or Important Military Installations.
  - d. Local community events (parades, displays).
  - e. Training of firefighters.
  - f. Standby for Cooperator's regular apparatus while out for repairs. Cooperator will notify TFS if the standby period is expected to exceed 90 days.
5. Cooperator will house, maintain, operate, and repair the TIFMAS Vehicle in order to ensure a high state of readiness at all times.
  - a. Cooperator will house the TIFMAS Vehicle on the property of the Cooperator and Cooperator will provide reasonable protection against weather, vandalism, theft, and damage.
  - b. Cooperator is responsible for all costs of operating, maintaining, and repairing the TIFMAS Vehicle.
6. Cooperator will staff the TIFMAS Vehicle with trained and qualified personnel when dispatched to any regional or statewide assignment, and will provide for personnel rotation or replacement when the TIFMAS Vehicle is needed on assignments of extended duration.
7. Cooperator will carry vehicle liability insurance for the TIFMAS Vehicle And provide proof of insurance coverage to TFS annually. The insurance liability limits must be equal to or greater than the State of Texas minimum amounts. By requiring such insurance, TFS will not be deemed or construed to have assessed the risk that may be applicable to Cooperator under this agreement. Cooperator shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Cooperator is not relieved of any liability or other obligations assumed pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
8. Cooperator will operate and maintain the TIFMAS Vehicle in a roadworthy and legal condition, with a current state inspection decal, and within the posted Gross Vehicle Weight Rating (GVWR) of the chassis as stated by the manufacturer.
9. Cooperator will notify TFS if the TIFMAS Vehicle is not available and cannot respond to a TIFMAS authorized deployment.

**General Provisions:**

1. The TIFMAS Vehicle will be titled in the name of the Cooperator.
2. ***Vehicle may have a standard manufacturers warrantee at time of purchase. Since the vehicle is titled directly to Cooperator, the standard manufacturers warrantee will be in the Cooperator's name, however, TFS provides the TIFMAS Vehicle "as is" and disclaims any implied warranties, including any warranty of merchantability or fitness for a particular purpose.***
3. Cooperator grants TFS a first-priority security interest in the TIFMAS Vehicle, all equipment provided with it, and all related proceeds, including insurance payments.
4. If the Cooperator does not fulfill its obligations under this agreement, upon written demand from TFS, Cooperator will immediately deliver the TIFMAS Vehicle and transfer its title to another fire department of TFS' choice. Cooperator will promptly execute all title transfer documents and perform any other acts deemed necessary by TFS to transfer title to the TIFMAS Vehicle. If Cooperator fails to deliver the TIFMAS Vehicle as provided in this agreement, TFS may, in addition to any other remedies provided by law, enter onto Cooperator's premises where the TIFMAS Vehicle is located and take possession of the TIFMAS Vehicle and all equipment provided with it.
5. TFS will have the right to inspect the TIFMAS Vehicle at any time.
6. Deployment and reimbursement for use of TIFMAS Vehicle under a TIFMAS deployment will be in accordance with Attachment 2 of Firefighting Annex of the State of Texas Emergency Management Plan. There are no provisions for reimbursement from TFS to the Cooperator on any mutual aid assignment.
7. Cooperator may not assign, pledge, encumber, or hypothecate the TIFMAS Vehicle or grant any other security interest in the TIFMAS Vehicle.
8. If the Cooperator chooses to no longer retain a TIFMAS Vehicle and/or end its participation in the TIFMAS Program, Cooperator will give TFS 14-days prior written notice. Upon termination of the Agreement, all TIFMAS Vehicles, equipment, and titles will either be transferred to another fire department of TFS' choice, or at TFS' direction, disposed of in accordance with Cooperator's normal process. Cooperator will not alter the TIFMAS Vehicle in any way prior to transferring the TIFMAS Vehicle. The Cooperator will be liable for all loss of or damage to the TIFMAS Vehicle, normal wear and tear excepted.
9. The primary points of contact for each party will be as follows:

**Cooperator**

**TFS**

Texas A&M Forest Service  
200 Technology Way, Suite 1162  
College Station, TX 77845  
Attn: Capacity Building Department  
Tel: (979) 458-6505  
Fax: (979) 845-6160  
Email: tifmasgrants@tfs.tamu.edu

Contracting parties will notify each other of any changes in the above. Any notices regarding violations or termination will be made in writing to the point of contact.

- 10. Performance by TFS under this agreement is dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, the TFS will issue written notice to Cooperator and TFS may terminate this Agreement without further duty or obligation. Cooperator acknowledges that appropriation of funds is beyond the control of TFS.
- 11. Cooperator will cooperate with the Texas State Auditor or the Texas A&M University System Internal Auditor in the conduct of an audit or investigation, including without limitation, providing all records requested.
- 12. Cooperator expressly acknowledges that TFS is an agency of the State of Texas and nothing in this agreement waives or relinquishes TFS' right to claim such exemptions, privileges, and immunities as may be provided by law.
- 13. This contractor and subcontractor will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 14. Cooperator will use the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 to attempt to resolve any claim for breach of contract made by Cooperator that cannot be resolved in the ordinary course of business. Cooperator will submit written notice of a claim of breach of contract under this Chapter to the Associate Director for Finance and Administration of the TFS, who will examine Cooperator's claim and any counterclaim and negotiate with Cooperator in an effort to resolve the claim.

--signature on next page--

**Acceptance of Terms and Responsibilities  
Cooperator**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (Please Print)

\_\_\_\_\_  
Date