

**Meeting Date: 3/11/2014**

**Report Type:** Review

**Report ID:** 2014-00150

**Title: (Agreement/Contract for Review and Information) Cooperative Purchase Agreement: Advanced Life Support (ALS) Medical Supplies and Pharmaceuticals**

**Location:** Citywide

**Recommendation:** Review report 1) approving the use of the cooperative purchase agreement between Seminole County, Florida and BoundTree Medical, Limited Liability Company (LLC), 5000 Tuttle Crossing Boulevard, Dublin, OH 43015 (Seminole County contract #IFB-601516-12/TLR) for the purchase of ALS supplies and minor equipment; 2) approving the use of the cooperative purchase agreement between Seminole County, Florida and BoundTree Medical, Limited Liability Company (LLC), 5000 Tuttle Crossing Boulevard, Dublin, OH 43015 (Seminole County contract #IFB-601656-13/TLR) for the purchase of pharmaceuticals; 3) authorizing the City Manager, or his designee, to execute purchases of ALS medical supplies and pharmaceuticals from BoundTree Medical, LLC in a combined total amount up to \$590,000 per year for up to four years for a total combined not to exceed amount of \$2,360,000 through June 30, 2017, or until the contracts are no longer available for use by the City of Sacramento; and 4) continue to March 18, 2014 for approval.

**Contact:** Ron Potter, Assistant Chief, (916) 808-2250, Fire Department

**Presenter:** None

**Department:** Fire

**Division:** Emergency Medical Response2510

**Dept ID:** 12001441

**Attachments:**

1-Description/Analysis

2-Seminole County Contract No. IFB-601516-12/TLR (ALS supplies and minor equipment)

3-Seminole County Contract No. IFB-601656-13/TLR (Pharmaceuticals)

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**City Attorney Review**

Approved as to Form

Lan Wang

2/27/2014 11:58:58 AM

**Approvals/Acknowledgements**

Department Director or Designee: Dan Haverty - 2/21/2014 8:51:19 AM

## Description/Analysis

**Issue Detail:** The Sacramento Fire Department (SFD) has a continuing need to purchase Advanced Life Support (ALS) medical supplies and pharmaceuticals, and its agreements with BoundTree Medical, LLC have recently expired. After evaluating options, staff is recommending Council approval to continue purchasing required medical supplies and pharmaceuticals from BoundTree Medical through cooperative purchase agreements with Seminole County, Florida. The ALS medical supply and pharmaceutical lists used in the competitively-bid Seminole County contracts meet SFD operational needs and Sacramento County Emergency Medical Services (EMS) requirements. Based on SFD operational needs and the City's average expenditures over the prior two years, staff is recommending an annual contract of \$590,000 for up to four years, in an amount not-to-exceed \$2,360,000.

**Policy Considerations:** The recommendations in this report are in accordance with provisions of the City Code Section 3.56.240, which allows for the use of legal contracts of other government jurisdictions or public agencies without separate competitive bidding by the City upon approval of the City Council.

**Economic Impacts:** None.

**Environmental Considerations:** This report concerns administrative activities that will not have a significant effect on the environment and does not constitute a "project" as defined by section 15378 of the California Environmental Quality Act (CEQA) Guidelines and is otherwise exempt pursuant to sections 15061(b)(3); 15738(b)(2).

**Sustainability:** There are no sustainability considerations applicable to the approval to use the cooperative purchase agreements between Seminole County and BoundTree to purchase ALS medical supplies and pharmaceuticals.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** SFD has provided ALS services to the citizens of Sacramento since 1994. SFD responded to approximately 62,370 calls for EMS last year. The EMS portion of SFD operations continues to grow and provides a vital service to the community.

In researching potential vendors to supply ALS medical supplies and pharmaceuticals, SFD evaluated several existing contracts and found that the competitively-bid contracts between Seminole County and BoundTree meet the requirements for SFD.

Through cooperative purchase agreements, the City of Sacramento may piggyback on Seminole County contract numbers IFB-601516-12/TLR and IFB-601656-13/TLR.

**Financial Considerations:** The annual cost of the contracts is \$590,000. Funding is available in the Fire Department's annual operating budget to purchase these essential supplies.

**Local Business Enterprise (LBE):** BoundTree Medical, LLC is not a local business enterprise.

**TERM CONTRACT FOR EMS SUPPLIES AND MINOR EQUIPMENT  
(IFB-601516-12/TLR)**

**THIS AGREEMENT** is made and entered into this 5 day of December, 2012, by and between **BOUND TREE MEDICAL, LLC**, duly authorized to conduct business in the State of Florida, whose address is 5000 Tuttle Crossing Boulevard, Dublin, Ohio 43016, hereinafter referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**WITNESSETH:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide EMS supplies and minor equipment to Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and



**WHEREAS**, CONTRACTOR is competent and qualified to provide supplies and equipment to the COUNTY and desires to provide said items according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

**Section 1. Services.** COUNTY does hereby retain CONTRACTOR to furnish supplies and equipment as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required supplies and equipment shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific

CERTIFIED COPY  
MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA  
BY Maryanne Morse  
DEPUTY CLERK

supplies and equipment. This Agreement standing alone does not authorize the purchase of supplies and equipment or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the supplies and equipment authorized by the Purchase Order.

**Section 3. Authorization for Services.** Authorization for provision of supplies and equipment by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the supplies and equipment required and shall state the dates for delivery of supplies and equipment and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The supplies and equipment to be provided by CONTRACTOR shall be delivered, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

**Section 5. Compensation.** COUNTY agrees to compensate CONTRACTOR for the professional services provided for under this Agreement on a Fixed Fee basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all supplies and equipment required by the Purchase Order; but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order supplies and equipment actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as supplies and equipment are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any supplies and equipment provided, the cost of the supplies and equipment therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Seminole County Public Safety Department  
150 Bush Boulevard  
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory delivery of supplies and equipment required hereunder and upon acceptance of the supplies and equipment by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment hereunder. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for herein and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidence pertaining to supplies and equipment provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 8. Responsibilities of CONTRACTOR.** Neither COUNTY's review, approval or acceptance of, nor payment for any of the supplies and equipment required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the supplies and equipment furnished under this Agreement.

**Section 9. Termination.**



(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Agreement and Purchase Order in Conflict.** Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

**Section 11. Equal Opportunity Employment.** CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race,

color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

**Section 14. Assignment.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

**Section 15. Subcontractors.** In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.



**Section 16. Indemnification of COUNTY.** CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees and agents against any and all claims, losses, damages or lawsuits for damages arising from, allegedly arising from or related to the provision of services hereunder by CONTRACTOR.

**Section 17. Insurance.**

(a) GENERAL. CONTRACTOR shall, at its own cost, procure insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer, evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY, its officials, officers,

and employees shall be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance shall provide that COUNTY shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the Insurance requirements of this Agreement.  **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the Insurer, not the agent/broker.

(4) Neither approval by COUNTY, nor failure to disapprove the insurance furnished by CONTRACTOR, shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

(2) In addition, such companies shall have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective upon execution of this Agreement by CONTRACTOR and shall be maintained in force until the expiration of this Agreement's term and/or the expiration of all Work Orders issued under this

Agreement, whichever comes first. Failure by CONTRACTOR to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY shall constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by COUNTY. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy shall be:

\$500,000.00 (Each Accident)  
\$500,000.00 (Disease-Policy Limit)  
\$500,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be as follows:

 LIMITS

General Aggregate	Two (2) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Insurance Liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services

Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos or any autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	 <u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation policy and the Commercial General Liability and the Umbrella policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond

to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portion of this Agreement.

**Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

**Section 19. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**Section 21. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 22. Independent Contractor.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees,

and agents) as an agent, representative or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 23. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

**Section 24. Services Not Provided For.** No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

**Section 25. Public Records Law.** CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request.  CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**Section 26. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 27. Patents and Royalties.** Unless otherwise provided, CONTRACTOR shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the

performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY which will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY agrees to return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 28. Notices.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For COUNTY:**

Public Safety Department  
150 Bush Boulevard  
Sanford, FL 32773

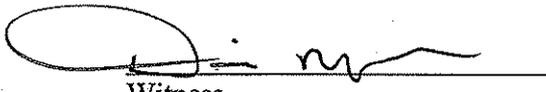
**For CONTRACTOR:**

Bound Tree Medical, LLC  
5000 Tuttle Crossing Boulevard  
Dublin, OH 43016

**Section 29. Rights At Law Retained.** The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

BOUND TREE MEDICAL, LLC

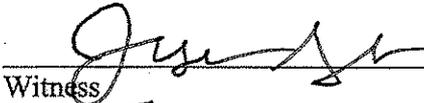


Witness

Donovin Nye  
Print Name

By: Bethany Moore

Title: Mgr, Bids/ Contracts



Witness

Justin Stein  
Print Name

Printed Name: Bethany Moore

Date: 12/4/12



*[The balance of this page is left intentionally blank.  
Attestations continued on following page.]*

SEMINOLE COUNTY, FLORIDA

Tommy Roberts  
Witness

Tommy Roberts  
Print Name

Leticia Figueroa  
Witness

Leticia Figueroa  
Print Name

By: [Signature]  
for RAY HOOPER, Purchasing and  
Contracts Manager  
Date: 12/5/12

For the use and reliance  
County only.

Approved as to form and  
legal sufficiency.

[Signature]  
County Attorney



AEC/lpk  
11/21/12  
P:\Users\Legal Secretary CSB\Purchasing 2012\Agreements\IFB-601516 Bound Tree.doc

- Attachments:  
Exhibit A - Scope of Services and Price Schedule  
Exhibit B - Sample Purchase Order

**EXHIBIT A**

<p><b>SUBMIT BID TO:</b> Seminole County Purchasing and Contracts 1301 East Second Street Sanford, Florida 32771</p> <p><b>PURCHASING AND CONTRACTS DIVISION</b></p>	<p align="center"><b>INVITATION FOR BID</b></p> <p align="center">and Bidder Acknowledgment</p>
<p>Contact: Tammy Roberts, CPPB Sr. Procurement Analyst troberts@seminolecountyfl.gov Ph. 407.665.7115</p>	<p align="center"><b>IFB- 601516-12/TLR TERM CONTRACT FOR EMS SUPPLIES AND MINOR EQUIPMENT</b></p>
<p>Bid Due Date: <b>September 19, 2012</b> Bid Due Time: <b>2:00 P.M.</b></p>	<p><b>Location of Public Opening:</b> Seminole County Purchasing and Contracts 1301 East Second Street Sanford, Florida 32771</p>
<p>Bidder Name: Bound Tree Medical, LLC</p>	<p>Federal Employer ID Number or SS Number: 31-1739487</p>
<p>Mailing Address: 5000 Tuttle Crossing Blvd</p>	<p>If returning as a "No Submittal", state reason (if so, return only this page):</p>
<p>City, State, Zip: Dublin, OH 43016</p>	
<p>Type of Entity: (Circle one) *Limited Liability Company Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> * Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/></p>	<p><i>Heather Legg</i> Authorized Signature (Manual)</p>
<p>Incorporated in the State of: Ohio</p>	
<p>Telephone Number: 614-760-5000</p>	<p>Typed Name: Heather Legg</p>
<p>Toll Free Telephone Number: (800)533-0523</p>	<p>Title: Bid &amp; Contract Representative</p>
<p>Fax Number: 800-257-5713</p>	<p>Date: 09/24/2012</p>

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

The Applicant is expected to completely analyze the information contained in this Invitation for Bid as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

\*Please see attachment with Bound Tree Medical part #'s and the unit of measure we sell the item in.

\*\*Would like to state it is a 1-2 day turnaround from when we receive order unless the items are not in stock.

**Section 1 –  
General Description of Services**

The Vendor shall be responsible for furnishing EMS Supplies and Minor Equipment as specified in Exhibit "A", Section 4 – Price Proposal (***FORMS AVAILABLE AS A SEPARATE FILE IN EXCEL FORMAT WITH MULTIPLE TABS ON THE COUNTY'S WEB SITE***).

Fixed prices shall include all costs, including, but not limited to General Administrative, Overhead, Fringe and benefits, transportation and profit.

Authorization for delivery of materials by the successful Vendor under this Agreement shall be in the form of written Release Orders issued and executed by the County. Each Release Order shall describe the materials required and shall state the delivery information.

**Section 4 –  
Price Schedule**

**PROJECT: TERM CONTRACT FOR EMS SUPPLIES AND MINOR EQUIPMENT**

COUNTY CONTRACT NO. **IFB-601516-12/TLR**

Name of Bidder: Bound Tree Medical, LLC

Mailing Address: PO Box 8023

Street Address: 5000 Tuttle Crossing Blvd

City/State/Zip: Dublin, OH 43016

Phone Number: ( 800 ) 533-0523 FAX Number: ( 800 ) 257-5713

E-Mail Address: customerservice@boundtree.com

Pursuant to and in compliance with the IFB, Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the Work, proposes to deliver materials/services in strict conformity with Contract Documents, including Addenda Nos.  1  through  2 , on file, for the amount hereinafter set forth.

The Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees that if the bid is accepted, Bidder will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

*The County will not be restricted to this listing alone, and may require various other parts and/or equipment on an as needed basis to maintain County operations.*

**THE PRICE PROPOSAL FORMS ARE AVAILABLE AS A SEPARATE FILE IN EXCEL FORMAT WITH MULTIPLE TABS. BIDDER IS RESPONSIBLE FOR DOWNLOADING ALL PERTINENT INFORMATION, FORMS, ETC. FROM THE COUNTY'S WEB SITE.**

3. PRICE SCHEDULE

**PRICE LISTS:** Fixed prices shall include all costs, including, but not limited to General Administrative, Overhead, Fringe and benefits, transportation and profit.

The Vendor shall use the Price Proposal forms included under separate file. The same price list shall be provided on a CD, in Excel for Windows format. Bid Prices not submitted on the provided Excel forms shall render the Bid non-responsive. Award(s) will be based on over-all best prices.

Bid prices shall remain firm for a minimum of one (1) year after the contract is executed. No cost increase will be authorized during the first year of the agreement.

All price list revisions and any changes, if permitted by the contract, shall be submitted to the County Purchasing and Contracts Division for review and approval no less than thirty (30) days prior to the requested implementation date and in accordance with the Economic Price Adjustments as defined herein. Changes shall become effective only upon written approval of the County.

**REPAIRS:** Repairs shall be made to equipment using parts from the original equipment manufacturer and shall be accomplished by factory authorized repair technicians.

*The County will not be restricted to this listing alone, and may require various other parts and/or equipment on an as needed basis to maintain County operations.*

Section 4 - Price Schedule  
IFB-601516-12/TLR

Description	Order Unit	Brand	Manf #	Estimated Annual Quantity	Proposed Brand	Unit Cost	Extended Cost
A/C Charger-Adapter (115VAC to 12VDC) For S-Scort Units	Each	SSCORT III Fixed Voltage Ch	8053	5	Sscort	\$60.98/ea	\$304.90
Ambu Esophageal Detector Device, Bulb Style,	Each	Ambu	000-172-002	40	Ambu	\$1.85/ea	\$74.00
Bag Valve Mask Latex Free with CO2 Detector (Adult)	Each		301-5581	160	Engineered Medical Systems	\$16.97/ea	\$2,715.20
Bag Valve Mask Latex Free with CO2 Detector (Infant)	Each		301-5579	32	Engineered Medical Systems	\$16.97/ea	\$543.04
Bag Valve Mask Latex Free with CO2 Detector (Pediatric)	Each		301-5580	50	Engineered Medical Systems	\$21.99/ea	1,099.50
Barb, Hose 1/8" FNPT x 1/4" Hose PLTD	Each			5	Precision Medical	\$2.00/ea	\$10.00
Battery 12v 2.3amps, Laerdal Suction Unit	Each	Power PS Sonic		6	Kirt's Electronics	\$54.88/ea	\$329.28
Berman airway, 100 mm, size 5, large adult	Each			100	Teleflex	\$0.15/ea	\$15.00
Berman airway, 43 mm Infant	Each			100	Dynarex Corp.	\$0.24/ea	\$24.00
Berman airway, 50 mm, light blue, non-sterile	Each			100	Teleflex	\$0.15/ea	\$15.00
Berman airway, 60 mm, size 2, child	Each			100	Teleflex	\$0.15/ea	\$15.00
Berman airway, 80 mm, size 3, small adult	Each			100	Teleflex	\$0.15/ea	\$15.00
Berman airway, 90 mm, size 4, medium adult	Each			100	Teleflex	\$0.15/ea	\$15.00
Charger DC for S-scort Suction Unit	Each			5	Sscort	\$12.81/ea	\$64.05
CO2 Nonin Airway Adapters	Box/12			24	Nonin Medical	\$71.28/bx	\$1,710.72
Cylinder Gasket, Brass/rubber center	Each			300	Allied Healthcare	\$1.00/ea	\$300.00
DC Power Cord, Laerdal Suction Unit	Each			5	Laerdal	\$280.80/ea	\$1,404.00
Endotracheal Tube Cuffed With Stylette 5.0 10/BX FLEXI-ET	Each	RUSCH	504550	40	Teleflex	\$3.62/ea	\$144.80
Endotracheal Tube Cuffed With Stylette 6.0 10/BX FLEXI-ET	Each	RUSCH	504960	50	Teleflex	\$3.62/ea	\$181.00
Endotracheal Tube Cuffed With Stylette, Cuffed 7.0 FLEXI-ET	Each	RUSCH	504570	100	Teleflex	\$3.62/ea	\$362.00
Endotracheal Tube Cuffed With Stylette, Cuffed 8.0 FLEXI-ET	Each	RUSCH	504580	50	Teleflex	\$3.62/ea	\$181.00
Endotracheal Tube Cuffed With Stylette, Cuffed 9.0 FLEXI-ET	Each	RUSCH	504590	30	Teleflex	\$3.62/ea	\$108.60
Endotracheal Tube Holder (Adult)	Each	Laerdal	600-10000	200	Laerdal	\$2.75/ea	\$550.00
Endotracheal Tube Holder (Pedi)	Each	Laerdal	600-20000	50	Laerdal	\$2.75/ea	\$137.50
Endotracheal Tube Uncuffed With Stylette 3.0 10/BX FLEXI-SET	Each	RUSCH		50	Teleflex	\$3.50/ea	\$175.00
Endotracheal Tube Uncuffed With Stylette 4.0 10/BX FLEXI-SET	Each	RUSCH		30	Teleflex	\$3.50/ea	\$105.00
Endotracheal Tube Uncuffed With Stylette 5.0 10/BX FLEXI-SET	Each	RUSCH		50	Teleflex	\$3.50/ea	\$175.00
Flowmeter, OX, 15LPM, Ohio	Each			2	Precision Medical	\$34.82/ea	\$69.64
Fox Halogen Lamps for ViewMax only	6/BX	Rusch		1		NO BID	NO BID
Hose, OX, 6' Ohio x 1/8 NPT, Male	Each			2	Precision Medical	\$8.64/ea	\$17.28
Humidifier, Wall Mount Disposable 4psi	Each	RCI	3230	1	Teleflex	\$1.35/ea	\$1.35
KING LTS-D, KIT, Size 3, YELLOW, Adult	Each	King Systems	KLTS413	25	King Systems	\$34.00/ea	\$850.00
KING LTS-D, KIT, Size 4, RED, Adult	Each	King Systems	KLTS414	55	King Systems	\$34.00/ea	\$1,870.00
KING LTS-D, KIT, Size 5, PURPLE, Adult	Each	King Systems	KLTS415	25	King Systems	\$34.00/ea	\$850.00
Circulatory Enhancer Respod #12-0242-000	Each	Advanced Circulatory Sys	12-0242-000	200	Advanced Circulatory	\$79.65/ea	\$15,930.00
LMA MAD Nasal MAD300	Each		MAD300	500	LMA North America Inc.	\$2.99/ea	\$1,495.00
Laryngoscope Fiber Optic Blade MAC 2 - Greenline	Each	Sun Medical	301-B3020	30	Sun Med	\$3.40/ea	\$102.00
Laryngoscope Fiber Optic Blade MAC 3 - Greenline	Each	Sun Medical	301-B3030	120	Sun Med	\$3.40/ea	\$408.00
Laryngoscope Fiber Optic Blade MAC 4 - Greenline	Each	Sun Medical	301-B3040	120	Sun Med	\$3.40/ea	\$408.00
Laryngoscope Fiber Optic Blade Miller 0 - Greenline	Each	Sun Medical	301-B3100	30	Sun Med	\$3.40/ea	\$102.00
Laryngoscope Fiber Optic Blade Miller 1 - Greenline	Each	Sun Medical	301-B3110	30	Sun Med	\$3.40/ea	\$102.00
Laryngoscope Fiber Optic Blade Miller 2 - Greenline	Each	Sun Medical	301-B3120	30	Sun Med	\$3.40/ea	\$102.00
Laryngoscope Fiber Optic Blade Miller 3 - Greenline	Each	Sun Medical	301-B3130	120	Sun Med	\$3.40/ea	\$408.00
Laryngoscope Fiber Optic Blade Miller 4 - Greenline 301-B3140	Each	Sun Medical	301-B3140	100	Sun Med	\$3.40/ea	\$340.00
Laryngoscope Lamp, Greenline Handles	Each			2	Sun Med	\$10.55/ea	\$21.10
Laryngoscope, Greenline Fiber Optic Handle, Adult	Each	Sun Medical	S-0236-09	5	Sun Med	\$41.46/ea	\$207.30
Laryngoscope, Greenline Fiber Optic Handle, Pediatric	Each	Sun Medical	S-0236-10	5	Sun Med	\$41.46/ea	\$207.30
Male Ohmeda Vacuum Quick Connect - 1/8" Male NPT	Each			5	Precision Medical	\$14.84/ea	\$74.20
Mcgill Forceps, Adult, 10"	Each			10	Surgical Design Inc.	\$3.66/ea	\$36.60

Section 4 - Price Schedule  
IFB-601516-12/TLR

Description	Order Unit	Brand	Manf #	Estimated Annual Quantity	Proposed Brand	Unit Cost	Extended Cos
Mcgill Forceps, Child, 8"	Each			10	Surgical Design Inc.	\$2.75/ea	\$2
Meconium Aspirators for Suction Units	Each	Neotech	n0101	100	Neotech Products Inc.	\$4.27/ea	\$42
Nasopharyngeal Latex Free Airways 12fr	Each	RUSCH	123312	20	Teleflex	\$2.27/ea	\$4
Nasopharyngeal Latex Free Airways 14fr	Each	RUSCH	123314	20	Teleflex	\$2.27/ea	\$4
Nasopharyngeal Latex Free Airways 16fr	Each	RUSCH	123316	20	Teleflex	\$2.27/ea	\$4
Nasopharyngeal Latex Free Airways 18fr	Each	RUSCH	123518	20	Teleflex	\$2.27/ea	\$4
Nasopharyngeal Latex Free Airways 20fr, sterile	Each	RUSCH	1-5075-20	20	Sun Med	\$2.20/ea	\$4
Nasopharyngeal Latex Free Airways 22fr, sterile	Each	RUSCH	1-5075-22	20	Sun Med	\$2.20/ea	\$4
Nasopharyngeal Latex Free Airways 24fr, sterile	Each	RUSCH	1-5075-24	20	Sun Med	\$2.20/ea	\$4
Nasopharyngeal Latex Free Airways 26fr, sterile	Each	RUSCH	1-5075-26	20	Sun Med	\$2.20/ea	\$4
Nasopharyngeal Latex Free Airways 28fr, sterile	Each	RUSCH	1-5075-28	20	Sun Med	\$2.20/ea	\$4
Nasopharyngeal Latex Free Airways 30fr, sterile	Each	RUSCH	1-5075-30	20	Sun Med	\$2.20/ea	\$4
Nebulizers small volume, 7 ft kink re For Updraft	Each	Curaplex	301-200	1000	Westmed	\$0.63/ea	\$63
Nitrous Oxide Mask Latex Free Large Adult Face	Each	RUSCH	158606	60		NO BID	NO BID
CPAP O2 RESQ Bitrac Ed Mask W/3-Set Valve (5.0/7.5/10.0 CM) & Flow Generator, Adult Med Mask	Each	Pulmodyne	313-7056X	140	Pulmodyne	\$41.00/ea	\$5,74
RESQGARD ITD 7.0 Facemask, 7 ft non-kink O2 tubing 10ea/BX 4 Bx/CS	Each	ACS, Inc	12-0707-000	80	Advanced Circulatory	\$36.24/ea	\$2,89
OXY Power-Take Off 1/8" x Male x Female	Each			5	Sun Med	\$11.71/ea	\$5
Oxygen mask, adult, elongated, high concentration, partial non-rebreathing, meta	Each			1950	Medsource	\$0.82/ea	\$1,59
Oxygen mask, infant, under the lip, medium concentration, 7 ft tubing, Fits-All	Each			100	Medsource	\$0.99/ea	\$9
Oxygen mask, medium concentration, pediatric, under the chin, 7 ft tubing	Each			100	Medsource	\$0.85/ea	\$8
Oxygen nasal cannula, Adult, Box/50, clear flared nasal prongs, 7 ft	Each			3100	Medsource	\$0.28/ea	\$86
Oxygen nasal cannula, Pediatric, soft clear curved nasal prongs, 7 ft kink resis	Each			250	Salter Labs, Inc	\$1.26/ea	\$31
Oxygen Regulator, Mounted Main system	Each			4	Sscort	\$122.50/ea	\$49
Oxygen Regulator, Portable, Rhino 100% Brass W/10 year warranty	Each			10	Allied Healthcare	\$74.26/ea	\$74
Plastic Barbed Fitting - (O2 Christmas Tree)	Each			10	Teleflex	\$0.45/ea	\$
Port Screw, Yoke Inlet	Each			5		NO BID	NO BID
S-Scort III Suction Unit	Each	S-Scor		1	Sscort	\$518.30/ea	\$51
SSCORT III Suction Unit Battery, rechargeable 12v 2.8ah	Each			10	Sscort	\$38.42/ea	\$38
SSCORT III Suction Unit Rechargeable 6v 2.8ah	Each			10	Sscort	\$39.38/ea	\$39
Suction Canister Disposable 1200cc 48/CS W/Lids	Each	BEMIS		96	Bemis Manuf. Co.	\$3.37/ea	\$32
Suction Catheter 14 Fr	Each	BURAK Health		50	Kendall	\$0.38/ea	\$1,90
Suction Catheter 8 Fr	Each	BURAK Health		50	Kendall	\$0.45/ea	\$2
Suction Tubing With Connection for Catheter 9/32 IN X 6 FT	Each	Covidien		200	Conmed Corp.	\$0.98/ea	\$19
Suction Unit, Laerdal LSU, W/Canister	Each	Laerdal		1	Laerdal	\$753.05/ea	\$75
Yankauer Suction Tip HI-D Big Stick	Each	SSCOR	44241	200	Sscort	\$1.83/ea	\$36
						SECTION TOTAL	\$53,66

## Bandaging, Splinting & Stabilizing Equipment and Materials

Description	Category	Order Unit	Brand	Manf #	Annual Quantity	Proposed Brand	Unit Cost
Abdominal Pads sterile 5 IN X 9 IN 25/TR 16TR/CS Combine	Bandaging/Splints	BX/25			64	Dukal Corp.	\$2.81/bx
Adhesive Bandage 1 IN X 3 IN 100/BX 24BX/CS	Bandaging/Splints	BX/100			190	Dynarex Corp.	\$1.50/bx
Aluminum Foil, Sterile 18 IN X 25 FT 2DZ MIN	Bandaging/Splints	Each			10	GAM Ind.	\$3.11/ea
Ankle Hitch, Replacement	Bandaging/Splints	Each			5	Rapid Deployment	\$12.85/ea
Backboard Harris Buckle, 5 Buckles Per Bag.	Bandaging/Splints	Bag/5	Safety International		500	Safety Int.	\$14.00/bg
Bandage (Kling) Conforming Stretch Gauzee non-sterile 4 IN X 4.1 Yds 12RLS/BG 8BG/CS	Bandaging/Splints	Each			320	Dukal Corp.	\$0.15/ea
Bandage Multi-Truarma sterile 12 IN X 30 IN 25/CS	Bandaging/Splints	Each			500	Medsource	\$1.04/ea
Bandage Triangular 40 IN X 40 IN X 56 12/BX 20BX/CS	Bandaging/Splints	Each			140	Medsource	\$0.24/ea
Burn Sheet, Disposable 60 IN X 96 IN	Bandaging/Splints	Each			72	GAM Ind.	\$3.05/ea
C-Collar Bag	Bandaging/Splints	Each			60	Rivers Edge Gear Bags	\$8.48/ea
Chest Seal Asherman	Bandaging/Splints	Each			70	Medical Supply Solutions	\$9.77/ea
Cloth Surgical Tape, Hypo-Silk, 1 in. x 10 yards, hypoallergenic	Bandaging/Splints	BX/12			864	Dukal Corp.	\$8.28/bx
Extraction Collar Adjustable ACE MINI (Pediatric)	Bandaging/Splints	Each	AMBU	000281106	180	Ambu	\$4.00/ea
Extraction Collar Adjustable 16 Settings Ace Perfit Ambu (Adult)	Bandaging/Splints	Each	AMBU	000281000	1110	Ambu	\$4.00/ea
Gauze Pads sterile 12 Ply 4 IN X 4 IN 1/PK	Bandaging/Splints	BX/100			48	Dukal Corp.	\$5.95/bx
Gauze sponge, basic economy, 4 x 4, 8 ply, non-sterile	Bandaging/Splints	PK/200			460	Dukal Corp.	\$2.65/pk
Head Immobilizer Sta-Block	Bandaging/Splints	Each	Laerdal		960	Laerdal	\$4.03/ea
Heavy Duty GO Stretcher	Bandaging/Splints	Each			5	GO Manuf. Inn. Inc.	\$9.76/ea
Immobilization Board With Case and Clips Pediatric	Bandaging/Splints	Each			4	Allied Healthcare	\$299.61/ea
KED Buckles (5pc)	Bandaging/Splints	Set			1	EMSAR	\$14.99/st
KED Case	Bandaging/Splints	Each			1	Ferno	\$76.20/ea
KED KENDRICK K.O.D.E.-1 Vest Green	Bandaging/Splints	Each			5	Medsource	\$59.16/ea
KED pillows	Bandaging/Splints	Each			1		NO BID
Pro-Slide Board Pediatric 18 in. x 48 in. Plastic	Bandaging/Splints	Each			4	Rapid Deployment	\$77.02/ea
Replacement Adult Ankle Strap HARE Traction Splint	Bandaging/Splints	Each			5	DMS	\$16.47/ea
Replacement Leg Strap Set Adult for Hare Traction Splint	Bandaging/Splints	Set/3			5	DMS	\$32.87/ea
Replacement Leg Strap Set Pediatric for Hare Traction Splint	Bandaging/Splints	Set/3			2	DMS	\$32.87/ea
Replacement PEDI ANKLE STRAP HARE TRACTION SPLINT	Bandaging/Splints	Each			2	DMS	\$16.47/ea
Reeves, Soft Stretcher with Bambo	Bandaging/Splints	Each			6	DHS Systems	\$217.69/ea
Spine board Spedi-Clip Laerdal Baxstrap w/SCFD BLUE Letters	Bandaging/Splints	Each	Laerdal		10	Laerdal	\$141.57/ea
Splint Plain Cardboard 12 IN	Bandaging/Splints	Each			150	Flexpak	\$0.66/ea
Splint Plain Cardboard 18 IN	Bandaging/Splints	Each			250	Morrison Medical	\$0.90/ea
Splint Plain Cardboard 24 IN	Bandaging/Splints	Each			200	Flexpak	\$1.18/ea

Description	Category	Order Unit	Brand	Manf #	Annual Quantity	Proposed Brand	Unit Cost
Strap, 7 ft, loop lok, blue, no buckles, 2 piece, 5st/Bag	Bandaging/Splints	Bag/5	Safety International		100	Safety Int.	\$10.19/bg
Strap, 7 ft, loop lok, Green, no buckles, 2 piece, 5st/Bag	Bandaging/Splints	Bag/5	Safety International		100	Safety Int.	\$10.19/bg
Strap, 7 ft, loop lok, Orange, no buckles, 2 piece, 5st/Bag	Bandaging/Splints	Bag/5	Safety International		100	Safety Int.	\$10.19/bg
Strap, 7 ft, loop lok, Red, no buckles, 2 piece, 5st/Bag	Bandaging/Splints	Bag/5	Safety International		100	Safety Int.	\$10.19/bg
Strap, 7 ft, loop lok, Yellow, no buckles, 2 piece, 5st/Bag	Bandaging/Splints	Bag/5	Safety International		100	Safety Int.	\$10.19/bg
Strap Buckle, Backboard Harris Buckle, 5 Buckles Per Bag.	Bandaging/Splints	Bag/5	Safety International		920	Safety Int.	\$14.00/bg
Stretcher, Scoop Ferno Model T-PT835 Scoop EXL	Bandaging/Splints	Each	Ferno		4	Medsource	\$407.61/ea
Stryker Stair Chair Ankle Straps	Bandaging/Splints	Each	Stryker		5	Stryker	\$17.00/ea
Stryker Stretcher Mattress for Power Lift Stretcher	Bandaging/Splints	Each	Stryker		5	Stryker	\$445.81/ea
Stryker Stretcher Chest Harness	Bandaging/Splints	Each	Stryker		5	Stryker	\$17.10/ea
Stryker Stretcher Pocketed Head End Storage Pouch	Bandaging/Splints	Each	Stryker		1	Stryker	\$120.49/ea
Stryker Stretcher Straps (Lap or Ankle)	Bandaging/Splints	Each	Stryker		5	Stryker	\$57.00/pr
Tourniquet, 1" X 18", Blue, Disposable, PK/250 Latex-Free, PK/250	Bandaging/Splints	PK/250			56	Elastomer Inc.	\$25.00/pk
Traction Splint, W/Alumn Ratchet, Adult QD-4	Bandaging/Splints	Each	FERNO		5	Faretec, Inc	\$191.47/ea
Traction Splint, W/Alumn Ratchet, Child	Bandaging/Splints	Each	FERNO		3	Faretec, Inc	\$191.47/ea
<b>SECTION TOTAL</b>							

## I.V. RELATED/CIRCULATORY EQUIPMENT AND MATERIALS

Description	Order Unit	Brand	Manf #	Estimated Annual Quantity	Proposed Brand	Unit Cost	Ext
B/P Cuff, Adult, Deluxe Black	Each			20	Medsource	\$6.72/ea	
B/P Cuff, Child, Deluxe Black	Each			10	Medsource	\$7.37/ea	
B/P Cuff, Infant, Deluxe Black	Each			10	Medsource	\$7.37/ea	
B/P Cuff, Thigh, Deluxe Black	Each			10	Medsource	\$7.37/ea	
Blunt Canula, Micro-Pin Latex Free Needle	Each	BRAUN		1000	Baxter	\$2.64/ea	
Buretrol for IV Drips	Each	BAXTER		96	Baxter	\$6.44/ea	
Electrodes Foam Adult 25/PK 20PK/BX Blue Sensor	PK/25	Ambu	R-00-5/25	8920	Ambu	\$5.49/pk	
Electrodes, Ped/Neo 3/pk (20 Boxes)	PK/10	Conmed	1620-003	40	Conmed Corp.	\$4.91/pk	
Filter Straw Flexible, Safety	Each	BRAUN		2000	B. Braun	\$0.42/ea	
Selec3 - IV Admin Set W/2 Y Sites, One Needless, One Luer Activated	Each	Biomedix		7760	Biomedix, Inc.	\$5.59/ea	
Safety IV Catheter, 14ga X 1 1/4"	Each	Jelco	ProtecyIV 3048	600	Smiths Medical	\$1.69/ea	
Safety IV Catheter, 14ga X 2"	Each	Jelco	3358	400	Smiths Medical	\$1.94/ea	
Safety IV Catheter, 16ga X 1 1/4"	Each	Jelco	ProtecyIV 3042	800	Smiths Medical	\$1.69/ea	
Safety IV Catheter, 18ga X 1 1/4"	Each	Jelco	ProtecyIV 3055	4000	Smiths Medical	\$1.69/ea	
Safety IV Catheter, 20ga X 1 1/4"	Each	Jelco	ProtecyIV 3056	9200	Smiths Medical	\$1.69/ea	
Safety IV Catheter, 22ga X 1"	Each	Jelco	ProtecyIV 3050	1800	Smiths Medical	\$1.69/ea	
Safety IV Catheter 24ga X 3/4"	Each	Jelco	ProtecyIV 3053	1000	Smiths Medical	\$1.69/ea	
Safety IV Extension Set,	Each	BRAUN		10000	B. Braun	\$1.02/ea	
Safety Needles for IM Injections, 23g X 1" 50/BS	Each	Kendall		500	Kendall	\$0.25/ea	
Safety Needles for SQ Injections, 25g X 5/8" 50/BS 10BX/CS	BX/50	Kendall		10	Kendall	\$12.32/bx	
Sodium CHLORIDE 0.9% 10ML ANSYR FLUSH SYRINGE 100/BX 1200/Case	Each			14600	Hospira	\$0.38/ea	
Chloride 0.9% Pre-filled 10ml Saline 100/BX2151C							
Sodium Chloride, 500ml	Each			3200	Baxter	\$0.81/ea	
Sodium Chloride, 1000ml	Each			1750	Baxter	\$0.91/ea	
Syringe Only, 20 ML (20cc) Sterile Luer Lock Tip Monoject	BX/50			12	Kendall	\$18.25/bx	
Syringe Only, 3 ML (3cc) Sterile Luer Lock Tip Monoject	BX/100			10	Kendall	\$9.76/bx	
Syringe Only, 6 ML (5cc) Sterile Luer Lock Tip 50BX Monoject	BX/50			20	Kendall	\$8.36/bx	
Tuberculin syringe TB, Monoject, 1 cc, regular luer tip, sterile, syringe	Each			400	Kendall	\$0.12/ea	
Veni-gard Adult (For IV Sites) 100/BX	BX/100	CONMED		80	Conmed Corp.	\$36.59/bx	
Venigard Pediatric (For IV Sites) 100/BX	BX/100	CONMED		10	Conmed Corp.	\$32.93/bx	
<b>SECTION TOTAL</b>							

## Protective Equipment and Materials

Description	Order Unit	Brand	Manf #	Annual Quantity	Proposed Brand	Unit Cost
Bio Hazard Absorbent 12/CS	Each	Safetec oe America		24	Safetec	\$9.63/ea
Biohazard Bag, 24 in. x 86 in., with twist tie, for backboards	Each			25	Poly System Co.	\$1.29/ea
Bio-Hazard Bag, Red 1.2 Mil 30 gal, 30.5" X 41"	Each			2500	Medical Action Ind.	\$0.17/ea
Bio-Hazard Red Bags, 7-10 Gal, 23" X 23" 1 mil,	Each			15000	Medical Action Ind.	\$0.09/ea
Blanket, ISOTermal Emergency Room 60 IN X 84 IN "REUSEABLE"	Each			120	Grabber Inc.	\$8.24/ea
Convenience Bag (Vomit & Urine)	Each			1000	GKR Ind., Inc.	\$1.19/ea
Disinfectant 15 oz Asepti Spray	Each			240	Ecolab Healthcare	\$4.10/ea
Face Shield Splash Shield 24EA/BX 12BX/CS	Each		4505	288	Splash Shield	\$1.46/ea
Germicidal Solution for Equipment Decontamination 1 Gallon	Each	ECOLab	61027129	80	Ecolab Healthcare	\$14.88/ea
Gloves 3X-Large, Latex Free High Risk 50/BX 10BX/CS Supreno EC	BX/50	Supreno EC		50	Microflex	\$5.96/bx
Gloves Large, Latex Free High Risk 50/BX 10BX/CS Supreno EC	BX/50	Supreno EC		5800	Microflex	\$5.96/bx
Gloves Medium, Latex Free High Risk 50/BX 10BX/CS Supreno EC	BX/50	Supreno EC		520	Microflex	\$5.96/bx
Gloves Small, Latex Free High Risk 50/BX 10BX/CS Supreno EC	BX/50	Supreno EC		160	Microflex	\$5.96/bx
Gloves X-Large, Latex Free High Risk 50/BX 10BX/CS Supreno EC	BX/50	Supreno EC		560	Microflex	\$5.96/bx
Hair Cover bouffant poly blue 34"	Each	MediChoice	77702	500	Owens & Minor	\$0.07/ea
Impervious Gowns, PPE,	Each	Kimberly Clark		150	Medline Ind.	\$1.94/ea
Mask, Particulate N95 Small, 20/BX	Each	3M		480	Moldex-Metric, Inc.	\$0.81/ea
PPE Shoe Cover	Each			300	Medline ind.	\$0.10/ea
PPE Sleeve Covers, 760-SPC	Each			200	Harley Ford Sales	\$0.24/ea
Sani-Cloth, Equipment, XL,	Each (tub)	PDA	Q86984	216	Nice-pak	\$6.90/tb
Sharps Container Clear W/Red Top 24/CS Sage P2 Locking Shuttle	Each	TYCO		7520	Kendall	\$2.32/ea
Sharps Container Red 2 Gal 20/CS Devon Sharps-A-Gator	Each	Kendall	31142222	60	Kendall	\$3.18/ea
Sharps Container stackable RED (1 Quart)	Each	Kendall	89005A	5000	Kendall	\$1.75/ea
<b>SECTION TOTAL</b>						

## Miscellaneous Equipment and Materials

Description	Order Unit	Brand	Manf	Estimated Annual Quantity	Proposed Brand	Unit Cost	
Airway Organizer Bag Jumbo "D" W/Side Pouches-Orange-Ab 02-D	Each	Safety International		6	Safety, Int.	\$146.43/ea	
Alcohol prep pad, medium, non-sterile 200bx/	BX/200			160	Dukal Corp.	\$1.36/bx	
ALS insert, for Pelican 1500 case, blue vinyl drug insert with clear pockets for	Each	Safety International		10	Safety, Int.	\$107.32/ea	
Ammonia Inhalant 100/BX,	Each			24	North Safety Prod.	\$0.14/ea	
Antiseptic Hand Wipe, P.A.W.S.	Each (tub)			240	Safetec	\$4.27/tb	
Bag, Pro Responder 2 Orange w/Star of Life	Each			6	Propak Manuf.	\$104.88/ea	
Blanket, Fleece 60 in x 90 in Machine WashableThermal	Each			96	Medsource	\$9.61/ea	
Bottom Divider Set, Padded for Pelican 1550 Case	Each	Pelican		5	River's Edge Gear Bags, LLC	\$51.22/ea	
Broselow Pediatric Emergency Tape	Pack/5			5		NO BID	NO B
Bulb syringe, ear/ulcer, 2 ounce, vinyl, non-sterile	Each			200	Amsino Int., Inc.	\$0.24/ea	
Clipboard, EMS	Each			5	Saunders Mfg Co., Inc.	\$13.57/ea	
Cold Pack Instant 5.5 IN X 8.25 IN 24/CS Rapid Cold	Case/50	Rapid Deployment Products		80	Rapid Deployment	\$45.50/cs	
CPR Microshield	Each			5	Medical Devices Int.	\$4.45/ea	
Cylinder Handwheel/Metal with chain	Each			25	Thermo Gas Products, LLC	\$6.54/ea	
Cylinder wrench, durable pink plastic for D and E cylinders	Each			100	Hyperkinetics	\$0.19/ea	
Decontamination wipe Sude con Wipes	Each	SUDECON		100	Fox Labs Int., Inc	\$1.66/pr	
Emergency Blanket, 54 in. x 80 in., yellow, individ	Each			1500	Dukal Corp.	\$1.69/ea	
Emergency OB kit	Each			200	Staples Ind./Chiskwick	\$0.11/ea	
EMS Shears, Rescue 7-1/4"	Each			50	Medsource	\$0.97/ea	
First Responder Bag, Orange Cordura, Zippered Pockets	Each			6	Medsource	\$17.97/ea	
Instant Heat Compress	Each	DMI	612-0003-9824	54	GAM Ind.	\$0.30/ea	
Precision Xtra Blood Glucose Test Strips	12 BX/50 ea	Abbot Diabetes Care	93815-99838	100	Abbot	\$270.00/bx	
Lancing Device Glucolet II	Each	BAYER	5976	20	Bayer Healthcare	\$8.79/ea	
Linen Pack (Fitted Stretcher Sheet)	Case/25	Dukal	7122	60	Dukal Corp.	\$85.37/cs	
Lubricating Jelly, water soluble, non-staining, non-greasy, sterile, 3 gram foil	BX/144	TRIAD		48	Dynarex Corp.	\$7.20/bx	
M.A.D. Atomizer, No Syringe MAD300	BX/100			30	LMA North America	\$299.00/bx	
Monitor, Glucometer, Precis Xtra	Each			20	Abbott	\$33.45/ea*	
Nail Polish Remover, individual wipes	BX/100	TRIAD		10	Nice-Pak	\$3.21/bx	
Oxygen Adapter for CPAP	Each			4		NO BID	NO B
Oxygen Coupling (Male) for CPAP	Each			4		NO BID	NO B

Description	Order Unit	Brand	Manf	Estimated Annual Quantity	Proposed Brand	Unit Cost
Pedi ALS bag, custom for Seminole, vinyl, carpet insert has clear pouches attach	Each	Safety International		10	Safety Int.	\$329.82/ea
Pelican Case, EMS, Orange, 1550 with EMS Organizer/Dividers, Fold Down	Each	PELICAN		5	Pelican Prod.	\$222.37/ea
Penlight Disposable, Each Max on order	Each			300	Medsource	\$0.69/ea
Post Valve Seal Protector Bag	Each			2000	Cramer Decker Ind.	\$0.19/ea
Pulse Oximeter Sensor, Pediatric LP12 ONLY	Each	Physio Control		144	Physio-Control	\$306.00/ea
Razor for EKG 50/BX GALLANT 4251	Each			750	Dynarex Corp.	\$0.35/ea
Restraints Strap Foam Limb Holder Double Posey	Each			288	J.T. Posey Co	\$4.30/pr
Ring Cutter	Each			20	Magnum Medical, Inc.	\$5.27/ea
Ring Cutter Replacement Blade	Each			40	E.M.I	\$4.58/ea
Scalpel, Disposable 10 10/BX	BX/10			30	Dynarex Corp.	\$4.20/bx
Sterile Water, 250ML	Each	BAXTER		1480	Baxter Healthcare	\$0.99/ea
Stethoscope Premature	Each	ADC		7	ADC	\$4.69/ea
Stethoscope, Sprage	Each	ADC		37	Medsource	\$5.55/ea
SureTemp Covers, Thermometer, Disp, Issue Box/25	BX/25	WelchAllyn		130	Welch Allyn, Inc.	\$1.07/bx
SureTemp Plus Thermometer	Each	WelchAllyn		14	Welch Allyn, Inc.	\$256.00/ea
SureTemp Thermometer Probe & Well Kit	Each	WelchAllyn		5	Welch Allyn, Inc.	\$72.57/ea
Test Strip, Precision Xtra	BX/50	Abbott		366	Abbott	\$22.75/bx
Tincture of Benzion Swabs, 50PK/BX,	BX/10			10	Nice-Pak	\$94.00/bx
Triage Tags	PK/100			1000	Mettag Prod.	\$81.72/pk
Viewmax Towelettes	BX/120	RUSCH		20	Metrex Research Corp.	\$21.60/bx
SECTION TOTAL						

**TAX EXEMPTION NUMBERS**  
 FLORIDA SALES: 59-11-033985-53C  
 FEDERAL SALES/USE: 59-74-0013K

Board of County Commissions  
 Seminole County, Florida

**ORDER NUMBER: EXHIBIT "B"**

**RELEASE ORDER**

NOTE ALL PACKING SLIPS, INVOICES & CORRESPONDENCE  
 MUST REFERENCE THIS PURCHASE ORDER NUMBER

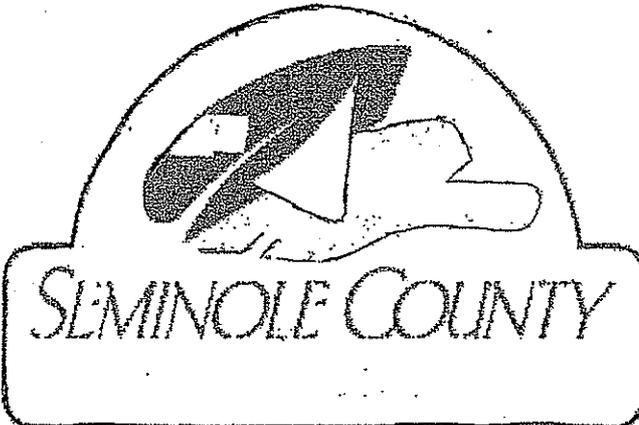
**PLANT**

**VEGETABLE**

**ORDER TYPE** OP  
**ORDER DATE**  
**REQ. NUMBER**  
**ANALYST**  
**VENDOR NUMBER**

**FOR INQUIRIES REGARDING THIS ORDER, CONTACT:**  
**PURCHASING AND CONTRACTS DIVISION**  
 1301 EAST SECOND STREET  
 SANFORD FLORIDA 32771  
 PHONE (407) 685-7716 / FAX: (407) 685-7956

**DELIVERY**

ITEM	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
 <p><b>SEMINOLE COUNTY</b></p>					

**REQUESTING DEPT/DIV**

**TOTAL AMOUNT**

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.**

**SUBMIT ALL INVOICES IN DUPLICATE TO:**  
 CLERK - B.C.C. FINANCE DIVISION  
 POST OFFICE BOX 8080  
 SANFORD, FL 32772-0889  
 Accts. Payable Inquiries - Phone (407) 685-7681

\_\_\_\_\_  
 PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE  
 for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

**1. AGREEMENT.** This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Contractor to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This Purchase Order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this Purchase Order, shall reside in Seminole County, Florida.

**2. DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the Buyer to cancel this Order holding the Seller accountable therefore, and may charge the Seller with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the Buyer in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the Buyer's right to cancel this Order with respect to subsequent deliveries.

**3. WARRANTY.** Seller warrants all materials and services covered by this Order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Seller warrants to Buyer that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for Buyer's particular purpose. Seller further warrants that at the time the goods or services are accepted by Buyer, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) the Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended), (c) Fair Labor Standards Act, as amended, and (d) that the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

**4. MODIFICATIONS.** This Agreement can be modified or rescinded only in writing by the parties or their duly authorized agents.

**5. TERMINATION.** The County may, by written notice to the Contractor, terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Contractor to fulfill Contractor's agreement obligations. Upon receipt of such notice, the Contractor shall discontinue all deliveries affected unless the notice directs otherwise. In such event, Buyer shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this Agreement. In no event shall Buyer be liable for incidental or consequential damages by reason of such termination.

**6. INDEMNIFICATION.** Seller agrees to protect, indemnify, save, and hold harmless Buyer, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the Buyer or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Seller, breach of this Order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warranties. The remedies afforded to the COUNTY by this clause are cumulative with, and in no way effect any other legal remedy the COUNTY may have under this Agreement or at law.

**7. INSURANCE.** Seller shall obtain and maintain in force adequate insurance as directed by the Buyer. Seller may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Seller shall furnish Buyer with a Certificate of Insurance for all service related purchase orders and other specialized services performed at seller's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Contractor shall notify the County in the event of cancellation, material change, or alteration related to the Contractor's Insurance Certificate. All policies shall name Seminole County as an additional insured.

**8. INSPECTION.** All goods and services are subject to inspection and rejection by the Buyer at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the Buyer, at its option, may require the Seller, at the Seller's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any

or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Seller's prompt inspection at the Seller's risk. Nothing contained herein shall relieve, in any way, the Seller from the obligation of testing, inspection, and quality control.

**9. TAXES.** Seminole County Government is a non-profit operation and not subject to tax.

**10. FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70 of the Florida Statutes, upon submission of proper invoice(s) to County Finance Department, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's purchase order number.

**11. PAYMENT TERMS.** It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.

**12. PRICE PROTECTION.** Seller warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Seller to any other customer for goods or services of comparable grade or quality during the term hereof. Seller agrees that any price reductions made in the goods or services covered by this Order, subsequent to its acceptance but prior to payment thereof, will be applicable to this Order.

**13. PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Seller shall mark all containers with necessary lifting, handling, and shipping information, and also this Purchase Order Number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB Destination.

**14. QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from Buyer. Excess quantities may be returned to Seller at Seller's expense.

**15. ASSIGNMENT.** Seller may not assign, transfer, or subcontract this Order or any right or obligation hereunder without Buyer's written consent. Any purported assignment transfer or subcontract shall be null and void.

**16. EQUAL OPPORTUNITY EMPLOYER.** The County is an Equal Employment Opportunity (EEO) employer, and as such requires all contractors or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the contractor or vendor. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the contractor or vendor shall comply with all new State and Federal EEO regulations.

**17. RIGHT TO AUDIT RECORDS.** The County shall be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of the purchase order or any supplement to the purchase order. The Seller shall maintain such books and records for a period of three (3) years from the date of final payment under the purchase order unless the County otherwise authorizes a shorter period in writing.

**18. FISCAL YEAR FUNDING APPROPRIATION.** Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County Commissioners.

**19. FAILURE TO EXECUTE PURCHASE ORDER.** Failure of the successful bidder to accept the purchase order as specified may be cause for cancellation of the award. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible offeror, and such offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made; or the County may reject all the offers and re-bid. Contractors who default are subject to suspension and/or debarment.

OB419

**TERM CONTRACT FOR PURCHASE OF EMS PHARMACEUTICALS  
(IFB-601656-13/TLR)**

THIS AGREEMENT is made and entered into this 12<sup>th</sup> day of April, 2013, by and between **BOUND TREE MEDICAL, LLC**, duly authorized to conduct business in the State of Florida, whose address is 5000 Tuttle Crossing Boulevard, Dublin, Ohio 43016, hereinafter referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**WITNESSETH:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide EMS pharmaceuticals for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide EMS pharmaceuticals and desires to provide services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

**Section 1. Services.**

(a) COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services, attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and

depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

(b) The Seminole County Public Safety Department may make adjustments to Exhibit A as may be necessary to facilitate performance of emergency medical services.

**Section 2. Term.** This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

**Section 3. Authorization for Services.** Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

**Section 5. Compensation.** COUNTY agrees to compensate CONTRACTOR for the professional services provided for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. Rates shall be as set forth in Exhibit C, attached hereto and made a part hereof. The Seminole County Public Safety Department may make adjustments to Exhibit C as may be necessary to facilitate emergency medical services.

**Section 6. Payment and Billing.**

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Seminole County EMS/Fire/Rescue Division  
150 Bush Boulevard  
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

**Section 7. General Terms of Payment and Billing.**

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment hereunder. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 8. Responsibilities of CONTRACTOR.** Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

**Section 9. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type

or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 10. Agreement and Purchase Order in Conflict.** Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

**Section 11. Equal Opportunity Employment.** CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 12. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 13. Conflict of Interest.**

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

**Section 14. Assignment.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

**Section 15. Subcontractors.** In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

**Section 16. Indemnification of COUNTY.** CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

**Section 17. Insurance.**

(a) General. CONTRACTOR shall, at its own cost, procure insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer, evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance shall provide that COUNTY shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the Insurance requirements of this Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the Insurer, not the agent/broker.

(4) Neither approval by COUNTY, nor failure to disapprove the insurance furnished by CONTRACTOR, shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

(2) In addition, such companies shall have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force

amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective upon execution of this Agreement by CONTRACTOR and shall be maintained in force until the expiration of this Agreement's term and/or the expiration of all Work Orders issued under this Agreement, whichever comes first. Failure by CONTRACTOR to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY shall constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by COUNTY. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's

and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be as follows:

General Aggregate	Two (2) Times the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Insurance Liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto

Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos or any autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy and the Commercial General Liability and the Umbrella policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portion of this Agreement.

**Section 18. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**Section 19. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

**Section 20. All Prior Agreements Superseded.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**Section 21. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 22. Independent Contractor.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any

manner, whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 23. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

**Section 24. Services Not Provided For.** No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

**Section 25. Public Records Law.** CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

**Section 26. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 27. Patents and Royalties.** Unless otherwise provided, CONTRACTOR shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this agreement. CONTRACTOR, without exception, shall indemnify and save

harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY which will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY agrees to return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 28. Notices.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For COUNTY:**

Seminole County EMS/Fire/Rescue Division  
150 Bush Boulevard  
Sanford, Florida 32773

**For CONTRACTOR:**

Bound Tree Medical, LLC  
5000 Tuttle Crossing Boulevard  
Dublin, Ohio 43016

**Section 29. Rights At Law Retained.** The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

Bethany Moore  
Witness  
Bethany Moore  
Print Name

Valia Way  
Witness  
Valia Way  
Print Name

BOUND TREE MEDICAL, LLC

By: [Signature]  
Title: PRESIDENT

Printed Name: JEFF PRESTEL

Date: 4/8/2013

*[The balance of this page is left intentionally blank.  
County acceptance continued on following page.]*

SEMINOLE COUNTY, FLORIDA

Tammy Roberts  
Witness

Tammy Roberts  
Print Name

G. Marrozos  
Witness

Gladys Marrozos  
Print Name

By: [Signature]  
for RAY HOOPER, Purchasing and  
Contracts Manager  
Date: 4/12/13

For the use and reliance  
County only.

Approved as to form and  
legal sufficiency

[Signature]  
County Attorney

AEC/lpk  
1/31/13 4/1/13  
P:\Users\Legal Secretary CSB\Purchasing 2013\Agreements\IFB-601656.doc

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Price Schedule

## Exhibit A

### SCOPE OF SERVICES

Seminole County Fire Rescue Department is responsible for the delivery of Emergency Medical Service (EMS) to the citizens of Seminole County. This care includes Advanced Life Support which is provided by paramedics. Seminole County Fire Rescue uses a variety of medications approved by our Medical Director and listed in current Medical Treatment Protocols. The items listed in this bid will be used for this purpose and the list is not inclusive of all of the medications that the County may need. The County may purchase and substitute medication on a case by case basis as part of this agreement and the price will be based on agreeable commitment between the County and the Provider.

The Provider shall accept orders and ship directly to the Seminole County Fire Rescue Department to include orders for "controlled" pharmaceuticals and these pharmaceuticals shall be shipped according to current DEA guidelines. The Provider must ship all pharmaceuticals with an expiration date established by the manufacturer of at least twelve (12) months from the delivery date.

The Provider shall provide clear and concise records for delivery, receipts and tracking of all medications, that comply with all Federal, State, Local and County laws, regulations, policies and procedures. Medication labeling shall be clear for understanding by non-medical personnel.

The Provider shall guarantee that all products offered and awarded under this contract must have applicable FDA approval for distribution. All products must have, at a minimum, a label containing a product expiration date and a product lot number.

Following contract award, alteration in product formulation or fabrication, delivery of a substitute commodity, or changes in packaging requires prior written approval of the County EMS/Fire Rescue Division Representative and the County Purchasing and Contracts Division.

#### **DELIVERY:**

Delivery time is of the essence in the award of this Invitation for Bids. Delivery shall be no later than twenty-four (24) hours from receipt of delivery order for all items except IV's, which shall be no later than three (3) business days. Bids submitted which fail to meet this requirement shall be cause for rejection. It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

Seminole County reserves the right to order from a secondary vendor when supplies from awarded vendor are on backorder. Backorder status notification must be reported to the County within twenty-four (24) hours of original order.

**Continued failure to deliver items within the specified time frame may result in the cancellation of this agreement.**

**In the event of a product recall, the Provider must:**

1. IMMEDIATELY NOTIFY THE COUNTY BY TELEPHONE. Contact information (name, telephone number, and fax number) will be provided with each order placed. The Provider shall keep a record of the contact information in the event of a product recall, or other emergency.
2. The Provider must send a written notice of the recall to the County within 24 hours of recall. The Provider must send the written notice of the recall and details of pertinent shipments by first class mail, with envelope clearly marked "Urgent Product Recall" to Seminole County Fire Rescue, 150 Bush Boulevard, Sanford, Florida 32773.

The Provider must replace or issue a credit at the direction of the EMS/Fire Rescue representatives for all pharmaceuticals with an expiration date of less than 60 days as allowed by the pharmaceutical manufactures policy. Credits or replacements will be issued within 60 days of processing the return.

**The list of EMS pharmaceuticals included in this solicitation is not all inclusive and will be used for evaluation purposes.**

**TAX EXEMPTION NUMBER:**  
 FLORIDA SALES: 89-11-033995-53C  
 FEDERAL SALES/USE: 69-74-0013K

Board of County Commissioners  
 Seminole County, Florida  
**ORDER**

**ORDER NUMBER:** Exhibit "B"

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE  
 MUST REFERENCE THIS PURCHASE ORDER NUMBER.

Page 1

ORDER TYPE	OP
REVISION DATE	
REQ. NUMBER	
ANALYST	
VENDOR NUMBER	

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:  
**FISCAL SERVICES DEPARTMENT - PURCHASING AND  
 CONTRACTS DIVISION**  
 1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208  
 SANFORD FLORIDA 32771  
 PHONE: (407) 665-7116 / FAX: (407) 665-7956

CITY

COUNTY

DELIVERY

ITEM	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
					

REQUISITING  
 DEPT. NO.

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

**SUBMIT ALL INVOICES IN DUPLICATE TO:**  
 CLERK - B.C.C. FINANCE DIVISION  
 POST OFFICE BOX 8080  
 SANFORD, FL 32772-0869  
 Accts. Payable Inquiries - Phone (407) 665-7681

\_\_\_\_\_  
 PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE  
 for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

## Terms and Conditions

- 1. AGREEMENT.** This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Contractor to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This Purchase Order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this Purchase Order, shall reside in Seminole County, Florida.
- 2. DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the Buyer to cancel this Order holding the Seller accountable therefore, and may charge the Seller with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the Buyer in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the Buyer's right to cancel this Order with respect to subsequent deliveries.
- 3. WARRANTY.** Seller warrants all materials and services covered by this Order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Seller warrants to Buyer that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for Buyer's particular purpose. Seller further warrants that at the time the goods or services are accepted by Buyer, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) the Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended), (c) Fair Labor Standards Act, as amended, and (d) that the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.
- 4. MODIFICATIONS.** This Agreement can be modified or rescinded only in writing by the parties or their duly authorized agents.
- 5. TERMINATION.** The County may, by written notice to the Contractor, terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Contractor to fulfill Contractor's agreement obligations. Upon receipt of such notice, the Contractor shall discontinue all deliveries affected unless the notice directs otherwise. In such event, Buyer shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this Agreement. In no event shall Buyer be liable for incidental or consequential damages by reason of such termination.
- 6. INDEMNIFICATION.** Seller agrees to protect, indemnify, save, and hold harmless Buyer, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the Buyer or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Seller, breach of this Order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warranties. The remedies afforded to the COUNTY by this clause are cumulative with, and in no way effect any other legal remedy the COUNTY may have under this Agreement or at law.
- 7. INSURANCE.** Seller shall obtain and maintain in force adequate insurance as directed by the Buyer. Seller may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Seller shall furnish Buyer with a Certificate of Insurance for all service related purchase orders and other specialized services performed at seller's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Contractor shall notify the County in the event of cancellation, material change, or alteration related to the Contractor's Insurance Certificate. All policies shall name Seminole County as an additional insured.
- 8. INSPECTION.** All goods and services are subject to inspection and rejection by the Buyer at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the Buyer, at its option, may require the Seller, at the Seller's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any
- or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Seller's prompt inspection at the Seller's risk. Nothing contained herein shall relieve, in any way, the Seller from the obligation of testing, inspection, and quality control.
- 9. TAXES.** Seminole County Government is a non-profit operation and not subject to tax.
- 10. FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70 of the Florida Statutes, upon submission of proper invoice(s) to County Finance Department, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's purchase order number.
- 11. PAYMENT TERMS.** It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.
- 12. PRICE PROTECTION.** Seller warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Seller to any other customer for goods or services of comparable grade or quality during the term hereof. Seller agrees that any price reductions made in the goods or services covered by this Order, subsequent to its acceptance but prior to payment thereof, will be applicable to this Order.
- 13. PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Seller shall mark all containers with necessary lifting, handling, and shipping information, and also this Purchase Order Number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB Destination.
- 14. QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from Buyer. Excess quantities may be returned to Seller at Seller's expense.
- 15. ASSIGNMENT.** Seller may not assign, transfer, or subcontract this Order or any right or obligation hereunder without Buyer's written consent. Any purported assignment transfer or subcontract shall be null and void.
- 16. EQUAL OPPORTUNITY EMPLOYER.** The County is an Equal Employment Opportunity (EEO) employer, and as such requires all contractors or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the contractor or vendor. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the contractor or vendor shall comply with all new State and Federal EEO regulations.
- 17. RIGHT TO AUDIT RECORDS.** The County shall be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of the purchase order or any supplement to the purchase order. The Seller shall maintain such books and records for a period of three (3) years from the date of final payment under the purchase order unless the County otherwise authorizes a shorter period in writing.
- 18. FISCAL YEAR FUNDING APPROPRIATION.** Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County Commissioners.
- 19. FAILURE TO EXECUTE PURCHASE ORDER.** Failure of the successful bidder to accept the purchase order as specified may be cause for cancellation of the award. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible offeror, and such offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made; or the County may reject all the offers and re-bid. Contractors who default are subject to suspension and/or debarment.

**Part 4  
Price Submittal**

**IFB-601656-13/TLR - TERM CONTRACT FOR THE PURCHASE OF EMS  
PHARMACEUTICALS**

Name of Bidder: Bound Tree Medical, LLC

Mailing Address: PO Box 8023

Street Address: 5000 Tuttle Crossing Blvd

City/State/Zip: Dublin, Ohio 43016

Phone Number: ( 800 ) 533-0523 ext 5370 FAX Number: ( 877 ) 311-2437

E-Mail Address: valia.way@boundtree.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish EMS Pharmaceuticals all in strict conformity with Bid Documents for the amount hereinafter set forth and agreeable by the parties.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY.

Costs shall be inclusive of all direct and indirect costs including but not limited to, packaging, transporting, delivery, unloading, coordination and incidentals necessary for the delivery of EMS pharmaceuticals.

What is the company's method of delivery? For normal business days, emergency medications, holidays, etc.?

**\*\*Please see attach Bound Tree Medical fulfillment and delivery sheet.**

Minimum order value for delivery, if any: \$ N/A

If order does not meet minimum, delivery charges, if any: \$ N/A

**PRICE FORMS ARE POSTED AS A  
SEPARATE EXCEL FILE AND AS PART OF  
THE INVITATION FOR BID**

IFB-601656-13/TLR - Term Contract for the Purchase of EMS Pharmaceuticals

EXHIBIT C

**Controlled Medications:**

Item No.	Name of Medication	Unit	Qty	Unit Cost	Extended Cost	Manufacturer/Product ID
371123	Morphine 10mg/ml, 1ml Carpuject 10/box	box	300	\$18.04/bx	\$5,412.00	Hospira / BTM 1893-01
370178	Morphine Sulfate SDV 10mg/ml, 1ml 25/box	box	500	\$26.57/bx	\$13,285.00	West-Ward / BTM 6070-25
371104	Diazepam 10mg/2ml, 2ml Carpuject 10/box	box	300	\$95.00/bx	\$28,500.00	Hospira / BTM 371104
371113	Midazolam (Versed) 10mg/2ml, 2ml vial 10/box	box	200	\$11.00/bx	\$2,200.00	Hospira/BTM 371113
371100	Ativan (Lorazepam) 2mg/1ml vial 10/box	box	200	\$10.50/bx	\$2,100.00	Hospira/BTM 371100
					Sub-Total	51,497.00

**Haz Mat Medications:**

Item No.	Name of Medication	Unit	Qty	Unit Cost	Extended Cost	Manufacturer/Product ID
9501-25	Albuterol Inhalation 2.5 mg/ml Solution 0.083% Bottle (25/box)	box	31	\$3.95/bx	\$122.45	Nephron / BTM 9501-25
379494	Amyl Nitrate (12 ampules/box)	box	1 <sup>7.89</sup>	<del>\$275.00/bx</del>	<del>\$275.00</del> 7.89	Amerisource / BTM <del>0523-00</del> <sup>379494</sup>
0250-20	Atropine Sulfate 0.4 mg/ml, 20 ml MDV	each	10	<del>\$68.60/ty</del> 25.4	<del>\$686.00</del> 254.00	<del>West-Ward/BTM 6006-10</del> American Regent/BTM 052-80060
370101	Brethine 1 mg/ml Ampule	each	8	\$2.00/ea	\$16.00	West-Ward / BTM 9746-10ea
0182-10	Brevibloc (Esmolol) 100mg/ml, 10ml Vial	each	5	\$14.50/ea	\$72.50	American Bergen /BTM 0182-10
373311	Calcium Gluconate 10%, 10 ml Vial	each	20	\$3.20/ea	\$64.00	Fresenius/BTM 373311
0270-01	Cyanokit 5 G Hydroxocobalamin	each	10	\$788.00/ea	\$7,880.00	Meridian / BTM 0301-10
678-24	Metaproterenol Sulfate Inhalation Solution .4%, 2.5 ml UDV	each	2	\$19.63/ea	\$39.26	Capital / BTM # 0682-24
0301-10	Methylene Blue 1% 100mg/10ml Vial	each	20	\$8.25/ea	\$165.00	American Regent/BTM 0301-10
372131	Protopam Chloride 1g/20ml, 6/box	box	6	\$585.00/kt	\$3,510.00	Baxter / BTM 372131
377902 (DX)	Sodium Nitrate 300mg/10ml, Ampule (2/box)	box	20	\$98.72/ea	\$1,974.40	Hope** only sold in vial
0311-10	Sodium Nitrate 300mg/10ml Vial	each	20	\$98.72/ea	\$1,974.40	Hope/BTM 0311-10
375019	Sodium Thiosulfate 25%, 50 ml, Vial	each	3	\$21.50/ea	\$64.50	American Regent/BTM 375019
372121	Tetracaine 0.5% Ophthalmic Solution	each	62	\$8.50/ea	\$527.00	Capital / BTM # 372121
					Subtotal	\$17,370.51

\* See attached e-mail dated 3/18/2013

Company Name:  
Bound Tree Medical, LLC

## IFB-601656-13/TLR - Term Contract for the Purchase of EMS Pharmaceuticals

## Non-Controlled Medications:

Item No.	Name of Medication	Unit	Qty	Unit Cost	Extended Cost	Manufacturer/Product ID
D250	Abbott Carpujet Holder	each	20	\$0.02/ea	\$0.40	Hospira/BTM D250
378180	Acetaminophen 120 mg suppositories (12/box)	box	13	\$2.30/bx	\$29.90	Capital/BTM 378180
371531	Acetaminophen 325 mg suppositories (12/box)	box	8	\$7.21/bx	\$57.68	Amerisource / BTM 371531
0651-04	Adenosine 12 mg (each)	each	70	\$30.65/ea	\$2,145.50	Sagent / BTM 0301-76
25021-301-02	Adenosine 6 mg (10/box)	each	50	\$14.10/ea	\$705.00	Sagent / BTM 0301-72
9501-25	Albuterol Inhalation Solution 0.083%, 2.5mg/3ml Bottle (25/box)	box	31	\$3.97/bx	\$123.07	Nephron / BTM 9501-25
0616-03	Amiodarone 150mg/3ml Vial	each	100	\$1.98/ea	\$198.00	Fresenius/BTM 0616-03
9875-10	Amiodarone 150 mg, 3 ml Vial (10/box)	each	100	\$2.78/ea	\$278.00	West-Ward/BTM 987510
375016	Aspirin, Baby, ASA, 81 mg Tablets, 36 tablets/Bottle	each	84	\$0.69/bt	\$57.96	Geri-Care/BTM # 911316
AB1630-10	Atropine Sulfate (0.1 mg/ml) 1 mg, 10 ml Ansyr PFS	each	350	\$4.00/ea	\$1,400.00	Hospira/BTM AB1630-10
371010	Calcium Chloride 1 gm/10 ml Ansyr Syringe	each	80	\$4.69/ea	\$375.20	Hospira/BTM 371010
377515	Dextrose 50% (500 mg/ml) 25 g/50 ml Ansyr Syringe	each	500	\$5.52/ea	\$2,760.00	Hospira/BTM 377515
0409-4350-03	Diltiazem 100 mg AddVantage Vial	each	40	\$8.85/ea	\$354.00	Hospira/BTM 0409-4350-03
0489-05S	Benadryl, Diphenhydramine (Liquid) 12.5mg/5ml, 5ml 100 UD	box	10	\$45.32/bx	\$453.20	Amerisource/BTM 0489-05S
0376-25	Benadryl, Diphenhydramine 50mg/ml 1ml Vial (25/box)	each	150	\$0.80/ea	\$120.00	West-Ward/BTM 0376-25
379104	Dopamine 400 mg/ml, 10 ml Vial (25/box)	each	150	\$1.02/ea	\$153.00	Hospira/BTM 379104
641142035	Epinephrine 1:1,000, 1 ml Ampule (25/box)	each	225	\$1.09/ea	\$245.25	Hopsira/BTM 0641142035
374921	Epinephrine 1:10,000 (0.1mg/ml) 1mg/10ml, Life Shield Syringe	each	260	\$3.07/ea	\$798.20	Hospira/BTM 374921
373316	Epinephrine 1:10,000 Luer Jet	each	140	\$2.43/ea	\$340.20	IMS/BTM 373316
517113001	Epinephrine 1:1000, 30ml MDV	each	40	\$6.06/ea	\$242.40	IMS/BTM 0517113001
5197-41	Famotidine 20mg/NACL 0.45%, 50 ml bag	bag	132	\$5.39/ea	\$711.48	Amerisource/BTM 5197-41
0424-10	Flumazenil (Romazicon) 0.5 mg, 5 ml Vial (10/box)	each	50	\$18.13/ea	\$906.50	Fresenius/BTM 0424-10
6102-10	Furosemide 100mg, 10ml Vial	each	125	\$0.82/ea	\$102.50	Hospira/BTM 6102-10

Company Name:  
Bound Tree Medical, LLC

## IFB-601656-13/TLR - Term Contract for the Purchase of EMS Pharmaceuticals

## Non-Controlled Medications:

379631	Furosemide 100mg, 10ml Ansyf Syringe	each	100	\$9.60/ea	\$960.00	Hospira/BTM 379631
3920-83	Geodon 20 mg PWVL 10/box	box	4	\$204.89/bx	\$819.56	Amerisource/BTM 3920-83
372050	Glucagen 1mg/ml, 1ml SDV	each	150	\$131.80/ea	\$19,770.00	Capital/BTM 372050
464631	Glucose, Insta-Glucose 31 gram tube (3/pkg)	each	240	\$3.48/ea	\$835.20	Valeant/BTM 464631
4201-25	Hydroxyzine (Vistaril) 25 mg/ml Vial	each	40	\$4.11/ea	\$164.40	Amerisource/BTM 4201-25
9801-30	Ipratropium Bromide Inh Sol. .02%, 2.5 ml UDV (30/box)	box	20	\$4.80/bx	\$96.00	Nephron / BTM 9801-30
3795-01	Ketorolac (Toradol) 30 mg/ml, 1 ml Vial	each	174	\$1.02/ea	\$177.48	Hospira/BTM 3795-01
74490301	Lidocaine HCL 2% (20 mg/ml) 100 mg/5 ml Ansyf Syringe	each	200	\$2.70/ea	\$540.00	Hospira/BTM 0074490301
7931-24	Lidocaine HCL in 5% Dextrose 2 gram 0.4%, 500 ml, IV Bag	each	50	\$5.80/ea	\$290.00	Hospira/BTM 7931-24
370711	Lidocaine HCL Jelly 2%, 100 mg/5 ml	each	50	\$4.82/ea	\$241.00	Akorn/BTM 370711
0064-10EA	Magnesium Sulfate 50%, 5g, 10 ml Vial	each	50	\$1.35/ea	\$67.50	Fresenius/BTM 0064-10ea
372168	Magnesium Sulfate 5g/10ml (25/box)	each	125	\$1.47/ea	\$183.75	Hospira/BTM 043-02168-02ea
0409-7101-67	NACL 0.9%, 100 ml, AddVantage Solution 5/pack	pack	12	\$8.01/pk	\$96.12	Hopira/BTM 0409-7101-67
373369	Naloxone (Narcan) HCL, 2mg/2ml, Luer Jet	each	240	\$15.00/ea	\$3,600.00	Naloxone/BTM 373369
135301	Neosynephrine Spray 1%, 15 ml Spray Bottle	each	62	\$4.07/ea	\$252.34	Capital/BTM 135301
374810	Nitroglycerin 5 mg/1 ml, 10 ml Vial (25/box)	each	75	\$6.71/ea	\$503.25	American/BTM 374810
75085084	Nitrolingual Spray 200 Metered Dose Aerosol	each	40	\$299.99/ea	\$11,999.60	Wilshire/BTM 0300-20
0410-08	Nitromist 400 mcg Spray 8.5 gm Bottle	each	66	\$205.00/ea	\$13,530.00	Akrimax/BTM 0410-08
4755-02	Ondansetron (Zofran) 4 mg, 2 ml Vial	each	20	\$0.60/ea	\$12.00	Hospira/BTM 4755-02
6078-25	Ondansetron (Zofran) 4 mg, 2 ml Vial, 25/box	each	150	\$0.65/ea	\$97.50	West-Ward/ BTM 6078-25
1120-12	Ondansetron (Zofran) 4 mg, 2 ml Prefilled Syringe Isecure	each	20	\$1.52/ea	\$30.40	Hopsira/BTM 1120-12
0240-64	Ondansetron, 4 mg ODT 30/Bottle	bottle	10	\$5.62/bt	\$56.20	Capital/BTM 0240-64
3157-83	Promethazine 25 mg/ml, 1 ml Ampule (25/box)	each	400	\$1.42/ea	\$568.00	West-Ward/BTM 3157-83
375901	Racpinephrine Inhalation Solution 2.25%, 0.5ml Unit Dose (30/box)	each	180	\$1.60/ea	\$288.00	Amerisource/BTM 375901

Company Name:  
Bound Tree Medical, LLC

IFB-601656-13/TLR - Term Contract for the Purchase of EMS Pharmaceuticals

Non-Controlled Medications:

371634	Sodium Bicarbonate 7.5%, 50 ml Lifeshield Syringe	each	50	\$8.84/ea	\$442.00	Hospira/BTM 371634
376637	Sodium Bicarbonate 8.4% (1mEq/ml) 50mEq/ml, Life Shield Syringe	each	120	\$6.24/ea	\$748.80	Hopsira/BTM 376637
0047-22	Sclu-Medroi 125mg, 2ml Act-o-Vial (25/box)	each	225	\$6.35/ea	\$1,428.91	Capital/BTM 0047-22
372121	Tetracaine 0.5% Ophthalmic Solution	each	62	\$8.45/ea	\$523.90	Capital/BTM 372121
373020	Vasopressin 20U/ml (25/box)	each	75	\$3.21/ea	\$240.75	Fresenius/BTM 373020
74488710	Water Sterile 10ml SDV 25/box, 16bx/cs	each	50	\$0.80/ea	\$40.00	Hospira/BTM 0074488710
370512	Xopenex 0.63 mg 3 ml Sol 24UD	box	10	\$175.87/bx	\$1,758.70	Capital/BTM 370512
0515-30	Xopenex 1.25 mg/.5 ml VL UD 30's	box	4	\$206.71/bx	\$826.84	Capital/BTM 0515-30
358437	Sodium Chloride 0.9% 100 ml Singles 96ea/cs	each	100	\$1.26/ea	\$126.00	Baxter / BTM 358437
Subtotal					\$73,871.64	

Company Name:  
Bound Tree Medical, LLC



*Making Precious Minutes Count...™*

### **Fulfillment and Delivery**

Bound Tree Medical employs a state of the art demand planning system that reviews inventory levels, vendor lead times, minimum/maximum levels and unplanned spikes throughout the distribution network utilizing various methods to include telephone, fax, and web. With distribution centers strategically located across the United States and thousands of emergency medical supplies and equipment, Bound Tree Medical is positioned to deliver your order within 2 business days if received within our warehouse by that days order cut off time of 3pm.

Bound Tree Medical utilizes top of class transportation partners such as United Parcel Service and Federal Express in addition to multiple nationally recognized LTL carriers. These nationally recognize carriers have the ability to provide tracking and in some cases customer notification of shipment, exception and delivery of your order.

Bound Tree Medical has five state of the art warehouses throughout the United States. Bound Tree medical carries thousands of EMS supplies and related inventory to meet our customer's demands throughout the United States. Strategically located, our distribution centers in Southaven, Mississippi; Arlington, Texas; Gilbert, Arizona and Visalia, California allows us to reach more than 97% of the United States population in 2 UPS Ground transit days or better.

**Roberts, Tammy**

**From:** Way, Valia [Valia.Way@BoundTree.com]  
**Sent:** Monday, March 18, 2013 12:19 PM  
**To:** Roberts, Tammy  
**Subject:** Clarification for IFB 601656-13/TLR

**Importance:** High

Hi Tammy,

Per our phone conversation the corrections for the following items:

**Haz Mat Medications:**

Item No	Name of Medication	Unit	Qty	Unit Cost	Extended Cost	Manufacturer / Product ID
379494	Amyl Nitrate (12ampules/box)	Box	1	\$7.89/box	\$7.89	Amerisource/BTM 379494
0250-20	Atropine Sulfate**sold in each	Each	10	\$25.42/each	\$254.20	West-Ward/BTM 6006- 10

Best regards,

**Valia Way**  
 Bound Tree Medical | Sr Pricing Analyst, Bids and Contracts  
 5000 Tuttle Crossing, Dublin, Ohio 43016  
 Direct 800.533.0523 x 5370 | Fax 877.311.2437  
[Valia.Way@BoundTree.com](mailto:Valia.Way@BoundTree.com) | [www.boundtree.com](http://www.boundtree.com)

.....  
 Customer Service 800.533.0523|Fax 800.257.5713

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