

SUPPLY AGREEMENT NO. 2664

Medical Supplies for CCFD

THIS Medical Supplies for CCFD Supply Agreement ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Bound Tree Medical, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Medical Supplies for CCFD in response to Request for Bid No. **2664** ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Contractor's bid response are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope. Contractor will provide Medical Supplies for CCFD in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. "Goods," "products", and "supplies", as used in this Agreement, refer to and have the same meaning.
- **2. Term.** This Agreement is for three years. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- **3.** Compensation and Payment. This Agreement is for an amount not to exceed \$414,500.00, subject to approved extensions and changes. Payment will be made for goods delivered and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi Attn: Accounts Payable P.O. Box 9277 Corpus Christi, Texas 78469-9277

4. Contract Administrator. The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Patrick Garcia

Department: Fire Department

Phone: 361-826-8424

Email: PatrickGa@cctexas.com

- 5. Insurance. Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 6. Purchase Release Order. For multiple-release purchases of products to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of products to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and products will remain with the Contractor until such time as the products are delivered and accepted by the City.
- 7. Inspection and Acceptance. City may inspect all products supplied before acceptance. Any products that are delivered but not accepted by the City must be corrected or replaced immediately at no charge to the City. If immediate correction or replacement at no charge cannot be made by the Contractor, a replacement product may be bought by the City on the open market and any costs incurred, including additional costs over the item's bid price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. Warranty.

- (A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
- (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 9. Quality/Quantity Adjustments. Any quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator
- 10. Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor. Contractor will perform the work required by this Agreement as an independent contractor and will furnish such products in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- 12. Subcontractors. Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or in an attachment to this Agreement. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work.

- **13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- **14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- **15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- **16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi Attn: Patrick Garcia Title: Fire Captain

Address: 1501 Holly Road, Corpus Christi, Texas 78417

Phone: 361-826-8424

Email: PatrickGa@cctexas.com

IF TO CONTRACTOR:

Bound Tree Medical, LLC Attn: Rhiannon Greene Title: Vice President, MIS

Address: 5000 Tuttle Crossing Boulevard, Dublin, Ohio 43016

Phone: 1-800-533-0523

Email: submitbids@boundtree.com

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS

AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

- (A) The City Manager may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.
- (B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.
- 19. Owner's Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.
- **20. Limitation of Liability**. The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment. No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

- 22. Severability. Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence. In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
 - A. this Agreement (excluding attachments and exhibits);
 - B. its attachments:
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- **24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law. Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements. This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 27. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR
Signature:
Printed Name: Rhiannon Greene
Title: Senior Vice President, Pricing
Date: 6/9/2020
CITY OF CORPUS CHRISTI
Kim Baker
Director of Contracts and Procurement
Date:

Attached and Incorporated by Reference:

Attachment A: Scope of Work

Attachment B: Bid/Pricing Schedule
Attachment C: Insurance Requirements
Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB No. 2664

Exhibit 2: Contractor's Bid Response



ATTACHMENT A: SCOPE OF WORK

General Requirements/Background Information

The Contractor shall provide medical supplies for the Corpus Christi Fire Department (CCFD), EMS Division for a term of three-years.

Scope of Work

A. The Contractor shall provide the medical supplies as outlined below on an as needed basis:

(Nonconsecutive line item numbers reflected below, due to multiple Supplier awards)

Item	Description
1	#14 or #18 Fr. Catheter
2	#5 or #6 Fr. Catheter
3	#6 or #8 Fr. Catheter
6	100ml N/S Bag – per bag
7	15gtt Drip Set (maxi) (B. Braun or similar)
8	16g Jelco, ProtectIV Plus I.V. catheter, part #3062
10	18g Jelco, ProtectIV Plus I.V. catheter, part #3065
13	20g Jelco, ProtectIV Plus I.V. catheter
15	22g Jelco, ProtectIV Plus I.V. catheter, part #3060
16	24g Jelco, ProtectIV Plus I.V. catheter, part #3063
19	4x4 Trays (10 per tray)
24	Adult Traction Splint, Ferno SP444 (reusable)
28	Alcohol Bottle, 16 oz.
32	B/P Cuff, Adult (complete unit)
33	B/P Cuff, Infant (complete unit)
34	B/P Cuff, Pedi (complete unit)
35	B/P Cuff, Adult Large (complete unit)
36	B/P Cuff, Thigh (complete unit)
38	Band aids-Pediatric – 1 box (50 per box)
41	Blankets (cold weather) - disposable - 66" x90"
50	C-Collar adjustable, Pediatric, Laerdal
53	Cold Packs (6"x9")
64	ET Tube, 3.0 (Uncuffed, with stylet)
65	ET Tube, 3.5 (Uncuffed, with stylet)

Item	Description
66	ET Tube, 4.0 (Uncuffed, with stylet)
67	ET Tube, 6.0 (Cuffed, without stylet)
68	ET Tube, 7.0 (Cuffed, without stylet)
69	ET Tube, 7.5 (Cuffed, without stylet)
70	ET Tube, 8.0 (Cuffed, without stylet)
71	ET Tube, 8.5 (Cuffed, without stylet)
72	ET Tube, 9.0 (Cuffed, without stylet)
76	Fitted EMS Sheets 1 cs=50 per case, 30" width by 72" length, 4" poly-film
86	Hand Suction Refill for Ambu Res-Cue Pump
87	Hands Free CPR Pads (Zoll) - Adult - 12 per case
89	Head Block Tape (Duct tape)
90	Head Blocks
91	Hot Packs (5"x9")
95	Isolair Masks
98	KED Ferno SW101
99	Kerlix – 100 per case, sterile, 4.5″x4.1yd (11.4 cm X 3.7 m)

- B. The Contractor shall deliver supplies to the CCFD Warehouse located at 1501 Holly Road, Corpus Christi, TX 78417.
- C. The Contractor shall deliver supplies Monday Friday, 8:00 am to 5:00 pm.
- D. All contract prices are F.O.B. destination, inside delivery to the City of Corpus Christi Facility, freight prepaid.
- E. Supplies are a generic brand, unless specified. There will not be exceptions or alternates for specified branded supplies.
- F. The Contractor shall ship supplies with an expiration date of no less than one year.
- G. Any product found defective, unusable or inoperable to the condition, The Contractor shall arrange return shipment or shipping charge will be reimbursed from the invoice. Contractor must arrange for the return shipment of damaged products.
- H. The Contractor shall deliver in-stock supplies within five to seven days. No backorders will be accepted.
- I. The Contractor shall provide a bill of sale upon delivery.

J.	The Contractor shall provide a quarterly report to the Contract Administrator detailing item number, description, number of units purchased.					

Attachment B - Schedule of Pricing



CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT DEPARTMENT BID FORM

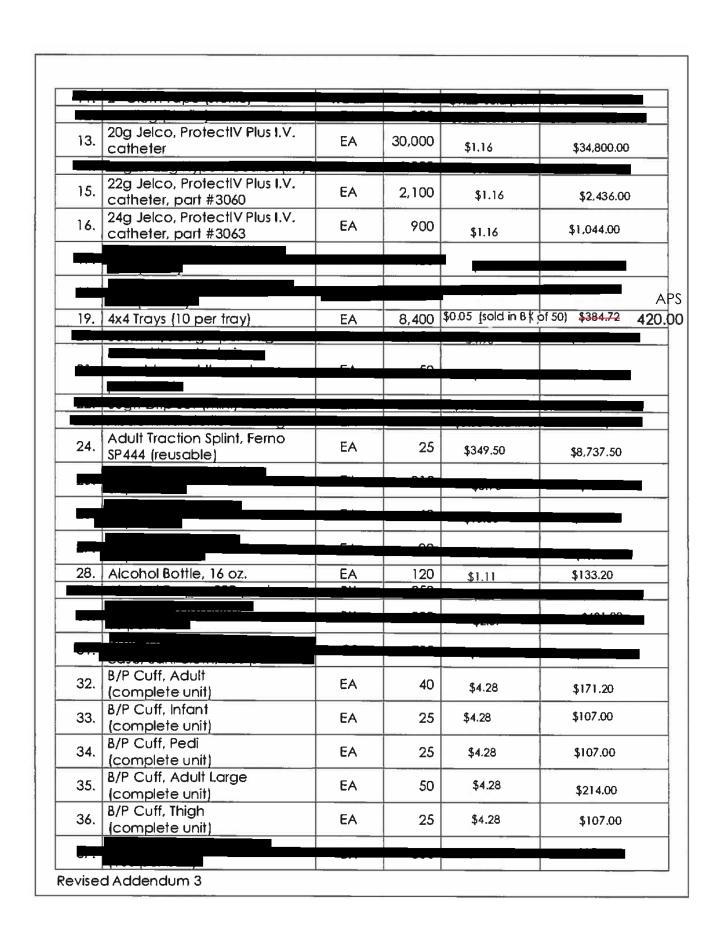
RFB No. 2664 Medical Supplies for CCFD

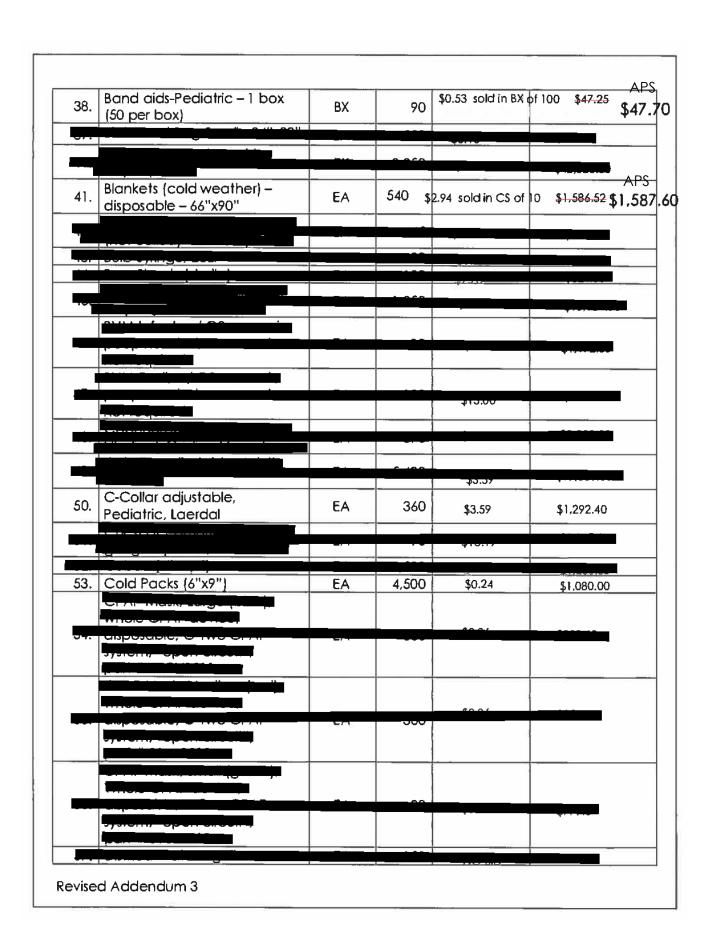
Date:	3/10/2020	
Dale.		
Bidder:	Bound Tree Medical	Authorized Signature:

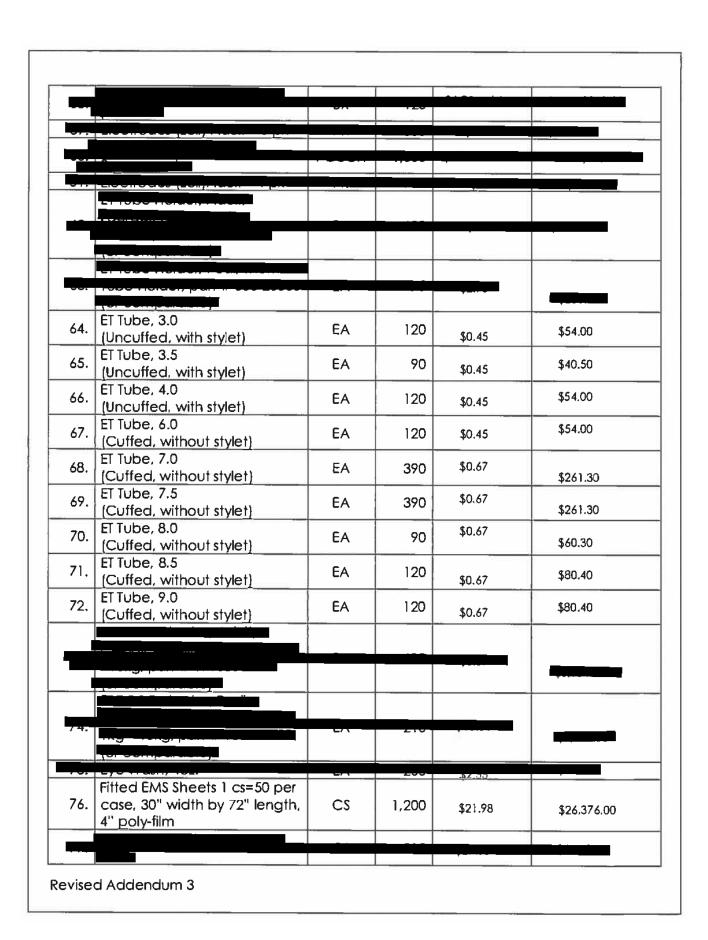
- 1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
- 2. Quote your best price for each item.
- 3. In submitting this bid, Bidder certifies that:
 - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

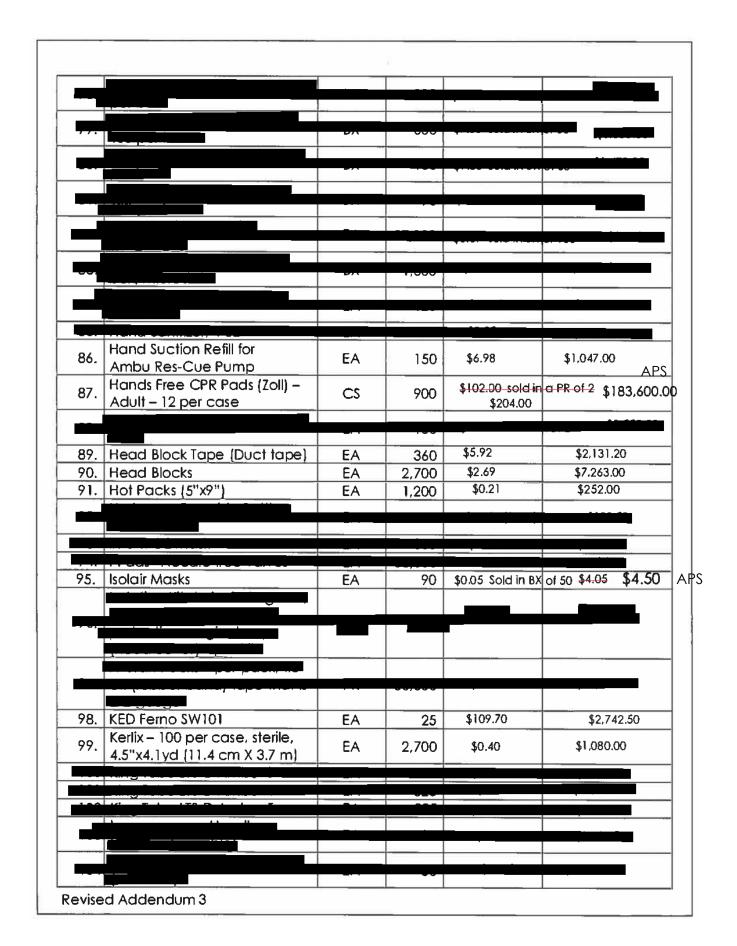
Item	Description	UNIT	QTY	Unit Price	Total Price
1.	#14 or #18 Fr. Catheter	EA	150	\$0.10	\$15.00
2.	#5 or #6 Fr. Catheter	EA	150	\$0.10	\$15.00
3.	#6 or #8 Fr. Catheter	EA	90	\$0.10	\$9.00
6.	100ml N/S Bag – per bag	EA	600	\$1.78	\$1,068.00
7.	15gtt Drip Set (maxi) (B. Braun or similar)	EA	11,700	\$0.86 (only sold per CS of 50)	\$10,038.60 \$10,062
8.	16g Jelco, ProtectIV Plus I.V. catheter, part #3062	EA	3,000	\$1.16	\$3,480.00
			-		
10.	18g Jelco, ProtectIV Plus I.V. catheter, part #3065	EA	27,000	\$1.16	\$31,320.00

Revised Addendum 3









Attachment C: Insurance and Bond Requirements

No insurance or bond is required for this service agreement; therefore, Section 5 Insurance; Bonds, subsection (A) and (B) are null and void.

Attachment D: Warranty Requirements

Product Warranty is not required for this service agreement; therefore, Section 8 Warranty, subsections (A) and (B) are null and void.