

CO-OPERATIVE PURCHASE AGREEMENT NO. 5486

Medical Supplies for Fire Department EMS

THIS **Medical Supplies for Fire Department EMS Co-operative Purchase 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").

1. **Co-operative Agreement.** Contractor has agreed to provide Medical Supplies for Fire Department EMS in accordance with its agreement with Buyboard 704-23 (the "Co-operative Agreement"), which is incorporated by reference herein as if set out here in its entirety. In the event of a conflict between this Agreement and the Co-operative Agreement, this Agreement shall govern to the extent allowed by the Co-operative Agreement.
2. **Scope.** Contractor will provide Medical Supplies for Fire Department EMS in accordance with the attached Statement 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.
3. **Term.** The Term of this Agreement is one year beginning on the date provided in the Notice to Proceed from the City's Procurement Division. 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 in writing prior to the expiration of the original term or the then-current Option Period. 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.
4. **Compensation and Payment.** This Agreement is for an amount not to exceed \$400,000.00, subject to approved amendments and changes. All pricing must be in accordance with the attached Quote, 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.

Invoices must be mailed to the following address:

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

5. **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: Tracey Escalante
Fire Department
Address: 2406 Leopard St., Suite 300, Corpus Christi, Texas 78408
Phone: 361-826-3994
Fax: 361-826-4339

IF TO CONTRACTOR:

Bound Tree Medical, LLC
Attn: Corey Case
Title: Chief Marketing Officer
Address: 5000 Tuttle Crossing Blvd, Dublin, Ohio 430116
Phone: 800-533-0523
Fax: 877-311-2437

6. **Entire Agreement.** This Agreement, along with the Co-operative 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: Corey Case

Printed Name: Corey Case

Title: Chief Marketing Officer

Date: 12/18/2024

CITY OF CORPUS CHRISTI

Sergio Villasana
Director, Finance & Procurement

Date: _____

Authorized By
Council _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney Date

Attached and Incorporated by Reference:

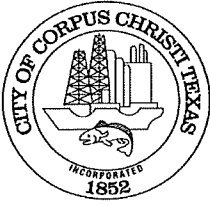
Attachment A: Scope of Work
Attachment B: Bid/Pricing Schedule

Incorporated by Reference Only:

Co-operative Agreement: Buyboard 704-23

ATTEST:

Rebecca Huerta
City Secretary



ATTACHMENT A: SCOPE OF WORK

1. General Requirements

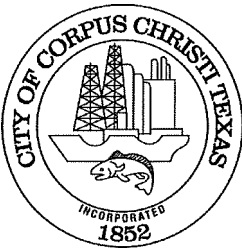
The Contractor shall provide medical supplies for the Corpus Christi Fire Department (CCFD), EMS Division as outlined in this Scope of Work.

2. Scope of Work

- A. The Contractor shall provide the medical supplies as outlined below on an as needed basis:
- B. The Contractor shall ship supplies with an expiration date of no less than one year.
- C. Any product found defective, unusable or inoperable to the condition, the Contractor shall arrange a return shipment.
- D. The Contractor shall deliver in-stock supplies within seven days.
- E. The Contractor shall provide a bill of sale upon delivery.
- F. The Contractor shall notify CCFD within 24 hours on any anticipated or upcoming supply chain shortages.
- G. The Contractor shall provide a quarterly report to the Contract Administrator detailing item number, description, and number of units purchased.

3. Delivery

- A. The Contractor shall deliver supplies to the CCFD Warehouse located at 1501 Holly Road, Corpus Christi, TX 78417.
- B. The Contractor shall deliver supplies Monday – Friday, between the hours of 8:00 am to 5:00 pm.
- C. All contract prices are F.O.B. destination, inside delivery to the City of Corpus Christi Facility, freight prepaid.



ATTACHMENT B: QUOTE/PRICING SCHEDULE

CITY OF CORPUS CHRISTI QUOTE FORM

1. In submitting this bid, Bidder certifies that:

- a. 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. Medical Supplies are reflected on BuyBoard Cooperative pricing.

2. FOB Destination, Freight Included, on the following:

ITEM	DESCRIPTION	Price Total for One-Year
1	As Needed - Emergency Medical Supplies	\$ 400,000.00
Buyboard 704-23 Catalog Pricing Total to Not Exceed for 1-YR.		\$ 400,000.00

COMPANY: Bound Tree Medical, LLC

NAME OF PERSON AUTHORIZED TO SIGN: **Corey Case**

ADDRESS: 5000 Tuttle Crossing Blvd

CITY / STATE/ZIP: Dublin, Ohio 430116

PHONE: 800-533-0523

EMAIL: **corey.case@sarnova.com**

FAX: 877-311-2437

DATE: **12/18/2024**

SIGNATURE: *Corey Case*

TITLE: **Chief Marketing Officer**

THE CITY RESERVES THE RIGHT TO REJECT OR CANCEL ANY OR ALL QUOTES. TO WAIVE ANY INFORMALITIES OR IRREGULARITIES IN THE QUOTES RECEIVED AND TO CANCEL OR POSTPONE THIS PROJECT UNTIL A LATER DATE.