

DOCUSIGN

INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: Boundtree Medical VENDOR # 1000003792

CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING FOR THE CONTRACTOR):

Jackie Likens Jackie.Likens@Boundtree.com

Print Name _____ E-Mail Address _____
TYPE OF CONTRACT: New Renewal Amendment Services Goods Consulting Construction Lease Other _____

SCOPE OF WORK: Provide medical supplies to EMS

CONTRACT AMT: \$375,000.00 CONTRACT TERM: 07/01/2025 - 06/30/2026 RFP/IFB/RFO#: IFB # 24-008

FUNDING SOURCE/TITLE: County _____ State _____ Federal _____ Title/Name of Grant Funds _____

UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES NO

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1	1001010000	4330200000	5200154200			0026	\$375,000.00		
2									
3									

RISK MANAGER Contract Requires Risk Management Review/Approval? YES ___ NO X

COUNTY ATTORNEY

Signature: _____ Date: _____

Contract Requires BOCC Approval? YES ___ NO X Date of BOCC Approval: 07/08/24

Reviewing Attorney: _____ Date: _____

REQUISITIONER DocuSigned by: _____ prior approval

PURCHASING MANAGER

DocuSign E-Signature: Megan Deaton Date: 8/27/2025 | 11:19 AM EDT

DocuSign E-Signature: Jonathan Hawley Date: 8/27/2025 | 11:13 AM EDT

Print Name/E-Mail: Megan Deaton / mdeaton@dconc.gov

DocuSign E-Signature

DEPARTMENT HEAD OR DESIGNEE

CHIEF FINANCIAL OFFICER

DocuSign E-Signature: Marc Ferguson Date: 8/27/2025 | 11:29 AM EDT

DocuSign E-Signature: Crystal Wright Date: 9/3/2025 | 8:21 AM EDT

Print Name/Title: Marc Ferguson / Business Operations Officer

DocuSign E-Signature

E-Mail Address: mrferguson@dconc.gov

COUNTY MANAGER

DocuSign E-Signature: Claudia O. Hager Date: 9/3/2025 | 2:15 PM EDT

Additional Comments/Instructions by Department:
Previous FR# 25-921
No quote provided - Bid process in FY2025

DocuSign E-Signature

CLERK TO THE BOARD

Date: _____

DocuSign E-Signature

FUNDS RESERVATION# 26-269

PRIORITY REQUEST

IS&T DEPT

Purchasing Comments: COMP

Date: _____



DocuSign E-Signature



Funds Reservation 2600000269

General Data			
Company code	DCNC	Document date	08/27/2025
		Posting date	08/27/2025
More Data			
Text	SERVICE CONTRACT RENEWAL 07/01/25 - 06/30/26		
Overall Amount	375,000.00 USD		
To Approve	0.00 USD		

Document item 001			
Text	PROVIDE MEDICAL SUPPLIES TO EMS		
Fund	1001010000	Funds center	4330200000
Cost Center	4330200000	G/L account	5200154200
Vendor	1000003792	Vendor Name	BOUND TREE MEDICAL
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	
Amount	375,000.00 USD		
Open amount	375,000.00 USD		
To approve	0.00 USD		


 PURCHASING OFFICER

 CHIEF FINANCIAL OFFICER



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/27/2024

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

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

PRODUCER Aon Risk Services Northeast, Inc. Columbus OH Office 8940 Lyra Drive Suite 250 Columbus OH 43240 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Sarnova, Inc., Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. Dublin OH 43016 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B: Travelers Property Cas Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: ProAssurance Specialty Insurance Company</td> <td>17400</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B: Travelers Property Cas Co of America	25674	INSURER C: ProAssurance Specialty Insurance Company	17400	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570109598133 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		Y	36073395	12/01/2024	12/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Excluded
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	7363-09-65	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB1X36498A24I3G	12/01/2024	12/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Products Liability			N240H380019 Claims Made	12/01/2024	12/01/2025	Aggregate Limit \$10,000,000 Agg Deductible \$150,000 Per Occ Comp/Op \$10,000,000

Certificate No : 570109598133

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

Re: # 101389
 Durham County EMS A Waiver of Subrogation is granted in favor of the certificate holder in accordance with the policy provisions of the General Liability, Automobile Liability, and workers Compensation policies.

CERTIFICATE HOLDER

CANCELLATION

Durham County EMS 201 East Main Street 7th Floor, Room 203 Durham NC 27701 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Sarnova, Inc., Bound Tree Medical, LLC	
POLICY NUMBER See Certificate Number: 570109598133			
CARRIER See Certificate Number: 570109598133	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
C	Products Liability			N240H380019 Claims Made	12/01/2024	12/01/2025	Per Occ Deductible	\$50,000

**NORTH CAROLINA
DURHAM COUNTY**

FIRST CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is made and entered into this 1st day of July, 2025 by and between the **COUNTY OF DURHAM** (hereinafter referred to as “County”) and **Boundtree Medical** (hereinafter referred to as “Contractor”).

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated December 1st, 2024 for the provision of Providing Medical Supplies (hereinafter the “Original Agreement”); and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement is hereby extended (or continues to be if no extension) through June 30th, 2026.

2. The compensation paid to Contractor shall be a total amount not to exceed \$375,000.00 This amendment is thus an additional \$375,000.00 in compensation to Contractor (\$0.00 if extension only).

3. CONTINGENT FUNDING/NON-APPROPRIATION. The Parties agree and acknowledge that any and all payments described herein are contingent upon prior budgetary approval by the Durham County Board of Commissioners (the Board) for the fiscal year during which services required by this contract are rendered. The Parties agree and acknowledge that if this contract is signed prior to budgetary approval being granted, that COUNTY may terminate the Contract if the requisite approval is not given, by giving CONTRACTOR notice of the non-approval and termination within 30 days of the Board’s decision. Termination of this contract under this provision shall not form the basis for any claim by either party.

4. NON-DISCRIMINATION IN EMPLOYMENT. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, sex, national origin or ancestry, martial or familial status, pregnancy, military status, religious belief or non-belief, disability, or any other protected category under local, state, or federal law. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts. **Failure to comply with this provision is a breach of this contract and grounds for terminating the contract for cause and without fault or liability to COUNTY.**

5. INDEMNIFICATION. To the fullest extent permitted by law, COUNTY hereby reserves the right to recover legal expenses including attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by COUNTY, if CONTRACTOR is found to be a proximate cause of damages or losses suffered by COUNTY, resulting from CONTRACTOR’s performance during the execution of this Contract. CONTRACTOR shall indemnify and save harmless the County of Durham, their respective officers, agents, servants and employees from and against all claims, losses, and damages arising out of CONTRACTOR’s performance under this Contract. CONTRACTOR acknowledges and agrees that this obligation is operative regardless of whether the claim arises from intentional or negligent acts of CONTRACTOR or CONTRACTOR’s agents, employees, subcontractors, vendors, or invited guests. CONTRACTOR also acknowledges and agrees that it is responsible to satisfy any claim for damage to, or theft of or from, COUNTY property, to the degree said theft, damage, or claim arises from or is otherwise related to CONTRACTOR’s performance under this contract. This indemnification shall survive the termination of this agreement.

6. INSURANCE. Cyber Liability: when applicable based on scope of work, policy must cover breach costs, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, network security, and loss at no less than \$1,000,000 per occurrence.

7. PUBLIC RECORDS. It is expressly understood that as a governmental entity, the COUNTY is subject to the North Carolina Public Records Act and information related to this contract may be requested pursuant to same. In response to any request for information which has been properly labeled as a Trade Secret or Confidential Information, the COUNTY will assert that those are exempt as a Trade Secret or Confidential Information under that Act. Proper labeling will include annotating the bottom of any written document (on the cover and each individual page containing such information) or e-mail with the following footer in at least 12-point bold face type **“Confidential Information”**. Any material labeled as Confidential Information constitutes a representation by CONTRACTOR that it has made a reasonable effort in good faith to determine that such material is, in fact, confidential as defined in N.C. Gen. Stat. § 132-1.2. The COUNTY has no duty or obligation to limit access to information which is not explicitly marked in accordance with this provision.

Should the requestor initiate legal action to compel production, the COUNTY shall notify CONTRACTOR of the action and offer it the opportunity to intervene and defend same. The COUNTY shall have no duty to defend the action and CONTRACTOR agrees to fully indemnify COUNTY for all costs related to such litigation. Should the COUNTY receive a subpoena or court order for the protected information, it will contact CONTRACTOR and afford it the opportunity to intervene in the action under the same terms and conditions as noted above.

8. SECURITY BACKGROUND CHECKS.

A. For Particular Facilities:

1. For County Facilities other than Youth Home or Sheriff Facilities: with the exception of the Security contractor security personnel who have completed a Private Protected Services Board (PPSB) background check, the COUNTY is responsible for requesting criminal history checks on all individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities.
2. Youth Home Facilities: Youth Home public safety classifications background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check falls under the requirements of the North Carolina Criminal Standards and, provided that the criminal history check is done nationwide.
3. Sheriff Facilities – Courthouse and Detention Center. The Sheriff’s Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center.

B. General Provisions.

A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

The Contractor will complete the background check process prior to commencing work at Durham County Government. The results of the check will be reviewed by CONTRACTOR’s County point of contact who will provide them to the Durham County Security Manager. The Human Resources Department will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Human Resources Department will consult the Legal Office, as needed, on any negative determinations. The Human Resources Department will notify the Contractor's County point of contact of the results of the review. Contractor can appeal a negative determination by the Human Resources Department to

the County Manager or the County Manager's designee for final disposition. Appeals need to be submitted in writing to the County point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information shall be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening may be necessary at specific COUNTY buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the COUNTY point of contact. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings disabled.

9. NOTICES. All notices which may be required to be sent to the COUNTY by this Contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM
COUNTY MANAGER
200 EAST MAIN STREET, 3RD FLOOR
DURHAM, NORTH CAROLINA 27701**

10. Paragraph 27, **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM** is redacted.

11. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

COUNTY OF DURHAM

CONTRACTOR

DocuSigned by:
By: Claudia O. Hager
2B24CE2253F7468...

DocuSigned by:
By: Corey Case
6C402FD8C9C2452...

Print Name/Title: Claudia O. Hager County Manager

Print Name/Title: Corey Case SVP Marketing

Date of Signature: 9/3/2025 | 2:15 PM EDT

Date of Signature: 9/2/2025 | 6:31 PM PDT

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:
Crystally Wright
60DF234621140A1
Crystally Wright, Durham County Chief Financial Officer

ATTACHED FOR REFERENCE

Boundtree Medical

Initial Contract

Date: 12/01/24



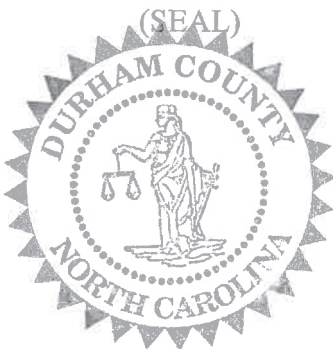
North Carolina
Durham County

CERTIFICATION

I, Macio Carlton, the duly appointed and qualified Deputy Clerk of the Durham County Board of County Commissioners, do hereby certify that the foregoing is a true and correct copy of:

The Board of County Commissioners authorized the County Manager to execute a contract with Boundtree Medical in the amount of \$375,000.00 for the purchase of OES-Emergency Medical Services medical supplies.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of Durham County, this 8th day of July 2024.



MACIO CARLTON

Deputy Clerk to the Board of County Commissioners

Airport (RDU). Funds from this grant will be used for costs related to final design for the expansion of Terminal 2.

Grant 3-37-0056-68-2024 is in the amount of \$12,000,0000, all of which is comprised entirely of discretionary funds.

Under the Airport Improvement Program, Durham County, Wake County, and the cities of Durham and Raleigh are also required by the FAA to accept grant offers from the agency.

Because the FAA must receive the fully executed agreement by August 31, 2024, the Airport Authority is requesting Durham County to consider accepting this grant offer as soon as possible.

Alignment with Strategic Plan: Goal 5 - Accountable, Efficient and Visionary Government.

Resource Persons: Ron Jewett, Vice President of Facilities Asset Management, Raleigh-Durham Airport Authority

County Manager's Recommendation: The County Manager recommends that the Board accept Federal Aviation Administration Grant Offer 3-37-0056-068-2024 in the amount of \$12,000,000 on behalf of Raleigh Durham Airport Authority.

Attachments:

[Grnt68Trsmtl Durham County 2024-06-03](#)

[FY 24 ATP Grant Agreement 3-37-0056-068-2024](#)

24-0362

Approval of Contract with Boundtree Medical in the Amount of \$375,000.00 to Purchase Emergency Medical Services Medical Supplies.

Agenda Text:

The BOCC is requested to authorize the County Manager to execute a contract with Boundtree Medical in the amount of \$375,000.00 for the purchase of OES-Emergency Medical Services Medical Supplies. Funding for the contract is in the current FY OES-Emergency Medical Services budget.

Historically, Durham County OES-Emergency Medical Services has purchased medical supplies through various vendors with no formal bid process having been completed. Due to the lack of formal bid process, OES-Emergency Medical Services has not had a contract with any medical supply companies which resulted in varying prices throughout the year.

To ensure continued improvement in efficiency and fiscal responsibility with medical supply purchasing, a formal bid process was conducted, and Boundtree Medical was the vendor that provided the best value to the County for bid sections 1 - Airway Management, 5 - IV Supplies, 6 - Miscellaneous Supplies, and 7 - Trauma Supplies with backup for section 2 - Monitor Supplies and Section 3 - CPAP and BVM. All bid documents are included in this action item.

Alignment with Strategic Plan: County's Strategic Goal 3: Safe Community and Goal 5: Accountable, Efficient, and Visionary Government.

Resource Persons: Marc Ferguson, OES Business Operations Supervisor

County Manager's Recommendation: The County Manager recommends that the BOCC authorize the County Manager to execute a contract with Boundtree Medical in the amount of \$375,000.00 for the purchase of OES-Emergency Medical Services medical supplies.

Attachments:

[AAF Supplemental Document -Boundtree](#)

[Attachement 1 Medical Supply Bid Spec Worksheet](#)

[Boundtree Bid Documents](#)

[Henry Schein Bid Documents - No awards](#)

[IFB 24-008 Proposal Tab Medical Supplies - Emergency Medical Svcs](#)

[IFB Purchase of Goods FY24 Formal Bid Medical Supplies](#)

[Life Assist Bid documents](#)

[Medline Bid Documents - no awards](#)

24-0363

Approval of contract with Life Assist in the Amount of \$162,500.00 to Purchase Emergency Medical Services Medical Supplies.

Agenda Text:

The BOCC is requested to authorize the County Manager to execute a contract with Life Assist for the purchase of OES- Emergency Medical Services Medical Supplies in the amount of \$ \$110,000.00. Funding for the contract is in the current FY OES-Emergency Medical Services budget.

Historically, Durham County OES-Emergency Medical Services has purchased medical supplies through various vendors with no formal bid process having been completed. Due to the lack of formal bid process, OES-Emergency Medical Services has not had a contract with any medical supply companies which resulted in varying prices throughout the year.

To ensure continued improvement in efficiency and fiscal responsibility with medical supply purchasing, a formal bid process was conducted, and Life Assist was the vendor that provided the best value to the County for Bid Section 2 - Monitor Supplies and Section 3 - CPAP and BVM with backup for sections 1, 5, 6, and 7. All bid documents are included in this action item.

Alignment with Strategic Plan: County's Strategic Goal 3: Safe Community and Goal 5: Accountable, Efficient, and Visionary Government.

Resource Persons: Marc Ferguson, OES Business Operations Supervisor

County Manager's Recommendation: The County Manager recommends that the BOCC authorize the County Manager to execute a contract with Life Assist in the Amount of \$162,500.00 for the purchase of OES-Emergency Medical Services

**NORTH CAROLINA
DURHAM COUNTY**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 1st day of December, 2024, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as “**COUNTY**”), and Boundtree Medical a Corporation, Limited Liability Company, Individual, or other Entity duly authorized to do business in the state of North Carolina, (hereinafter referred to as “**CONTRACTOR**”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** **CONTRACTOR** hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in “Attachment 1” (hereinafter collectively referred to as “**Services**”). Attachment 1 is hereby incorporated herein and made a part of this contract. In the case of a conflict between this base contract and any attachment, the terms of this base contract shall control. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

The **COUNTY** will perform on-going contract monitoring to ensure full compliance with the terms of this contract. **CONTRACTOR** agrees to cooperate with the **COUNTY** in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by **CONTRACTOR**.

- 2. EFFECTIVE DATE AND TERM OF CONTRACT.** The “effective date” of this Contract shall be the date first set forth above in the preamble to this Contract, irrespective of the date of execution by the parties. The first date written above is **December 1st, 2024**. All renewal or non-renewal periods or deadlines stated in this Contract, if any, shall be calculated based on the “effective date” indicated above.

The Term of this contract for services is from 12/01/2024 to 06/30/2025 unless sooner terminated as provided herein.

- 3. PAYMENT TO CONTRACTOR.**

3a. **CONTRACTOR** shall receive from **COUNTY** an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) as full compensation for the provision of **Services**. **COUNTY** agrees to pay **CONTRACTOR** at the rates specified for **Services** performed to the satisfaction of the **COUNTY**, in accordance with this contract, and Attachment 1. Unless otherwise specified, **CONTRACTOR** shall submit an itemized invoice to **COUNTY** by the end of the month during which **Services** are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to **COUNTY**. Payment will be processed promptly upon receipt and approval of the invoice by **COUNTY**.

3b. The Parties agree and acknowledge that any and all payments described herein are contingent upon prior budgetary approval by the Durham County Board of Commissioners (the Board) for the fiscal year during which services required by this contract are rendered. The Parties agree and acknowledge that if this contract is signed prior to budgetary approval being granted, that **COUNTY** may terminate the Contract if the requisite approval is not given, pursuant to Section 8.3 below.

- 4. INDEPENDENT CONTRACTOR.** **COUNTY** and **CONTRACTOR** agree that **CONTRACTOR** is an independent contractor and shall not represent itself as an agent or employee of **COUNTY** for any purpose in the performance of **CONTRACTOR**’s duties under this Contract. Accordingly, **CONTRACTOR** shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of **CONTRACTOR**’s activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 5. CONFIDENTIALITY, DATA SECURITY, TRAINING AND NON-DISCLOSURE.** CONTRACTOR acknowledges and agrees that, in the course of its engagement with COUNTY, CONTRACTOR or its licensors, subcontractors or suppliers in connection with the services to be rendered under this Contract may receive or have access to “confidential information” or “personal identifiable information”.

CONTRACTOR or its licensors, contractors or suppliers has obtained or may need to obtain confidential information from the COUNTY in connection with the provision of services to the COUNTY or the discussions of such a proposed relationship.

The COUNTY and CONTRACTOR desire to stipulate and agree that any disclosure of confidential information in connection with the provision of services or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

5.1 DEFINITIONS. As used in this Contract, the following terms shall have the meanings set forth below:

Confidential Information. The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, which falls within any of the following general categories:

- a. Trade Secrets. For purposes of this Contract, trade secrets consist of information of the COUNTY or CONTRACTOR or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- b. Highly Restricted Information. CONTRACTOR acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) CONTRACTOR will also comply with any more restrictive instructions or written policies that may be provided by the COUNTY from time to time to protect the confidentiality of Highly Restricted Information, as defined below:
 1. Information of the COUNTY or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
 2. Information relating to criminal investigations conducted by the COUNTY, and records of criminal intelligence information compiled by the COUNTY.
 3. Information contained in the COUNTY’s personnel files, as defined by NCGS §153A-98. This consists of all information gathered by the COUNTY about employees, except for that information which is a matter of public record under North Carolina law.
 4. Citizen or employee social security numbers collected by the COUNTY.

5. Computer security information of the COUNTY, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
6. Local tax records of the COUNTY that contained information about a taxpayer's income or receipts.
7. Any attorney/client privileged information disclosed by either party.
8. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
9. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
10. Protected Information (PHI), as defined in the Insurance Portability and Accountability Act (HIPAA), and any other information that is designated as confidential under federal or state law.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential information shall include information disclosed or revealed within one year prior to the date of this Contract.

Personal Identifiable Information. The term "Personal Identifiable Information" shall mean information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked to a specific individual.

5.2 RESTRICTIONS. CONTRACTOR shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- a. Not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the COUNTY in writing.
- b. Not directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or CONTRACTOR of the COUNTY or CONTRACTOR having a need to know such Confidential Information for purpose or performing work contemplated by this Contract between the COUNTY and CONTRACTOR, and who has executed a confidentiality agreement incorporating substantially the form of this Confidentiality and Non-Disclosure Agreement. CONTRACTOR shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the County's prior written consent.
- c. Not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written contracts between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- d. Not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- e. Use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.

- f. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, CONTRACTOR shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- g. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the COUNTY or destroyed upon satisfaction of the purpose of the disclosure of such information.
- h. Restrict employee access to Confidential Information to those employees having a need to know for purposes of their jobs.
- i. Take all reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.

5.3 EXCEPTIONS. The COUNTY agrees that CONTRACTOR shall have no obligation with respect to any Confidential Information that CONTRACTOR can establish was:

- a. Already known to CONTRACTOR prior to being disclosed by the COUNTY;
- b. Or becomes publicly known through no wrongful act of CONTRACTOR;
- c. Rightfully obtained by CONTRACTOR from a third party without similar restriction and without breach hereof;
- d. Used or disclosed by CONTRACTOR with the prior written authorization of the COUNTY;
- e. Disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, CONTRACTOR shall first give to the other party notice of such requirement or request;
- f. Disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued Subpoena, provided that CONTRACTOR shall take reasonable steps to obtain an agreement or protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.

5.4 REMEDIES. CONTRACTOR acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the COUNTY's proprietary interests therein. Accordingly, it is agreed that if CONTRACTOR breaches its obligations hereunder, the COUNTY shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

5.5 DATA SECURITY. The CONTRACTOR shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations and rules.

The CONTRACTOR shall report a suspected or confirmed security breach to the COUNTY Department within twenty-four (24) hours after the breach is first discovered, provided that the CONTRACTOR shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

If any applicable Federal, State, or local law, regulation, or rule requires the CONTRACTOR to give written notice of a security breach to affected persons, the CONTRACTOR shall bear the cost of the notice.

5.6 TRAINING AND NON-DISCLOSURE. Upon request by the COUNTY, CONTRACTOR agrees to ensure compliance and the security of “confidential information” and “personal identifiable information”, by having its employees, agents and subcontractors take online privacy and security awareness training provided by COUNTY, by way of an internet link or some other electronic method to be provided by COUNTY. CONTRACTOR, at the request of COUNTY, shall execute a non-disclosure agreement if, and when submitted by COUNTY.

5.7 PUBLIC RECORDS. It is expressly understood that as a governmental entity, the COUNTY is subject to the North Carolina Public Records Act and information related to this contract may be requested pursuant to same. In response to any request for information which has been properly labeled as a Trade Secret or Confidential Information, the COUNTY will assert that those are exempt as a Trade Secret or Confidential Information under that Act. Proper labeling will include annotating the bottom of any written document (on the cover and each individual page containing such information) or e-mail with the following footer in at least 12-point bold face type “**Confidential Information**”. Any material labeled as Confidential Information constitutes a representation by CONTRACTOR that it has made a reasonable effort in good faith to determine that such material is, in fact, confidential as defined in N.C. Gen. Stat. § 132-1.2. The COUNTY has no duty or obligation to limit access to information which is not explicitly marked in accordance with this provision.

Should the requestor initiate legal action to compel production, the COUNTY shall notify CONTRACTOR of the action and offer it the opportunity to intervene and defend same. The COUNTY shall have no duty to defend the action and CONTRACTOR agrees to fully indemnify COUNTY for all costs related to such litigation. Should the COUNTY receive a subpoena or court order for the protected information, it will contact CONTRACTOR and afford it the opportunity to intervene in the action under the same terms and conditions as noted above.

6. INDEMNIFICATION. To the fullest extent permitted by law, COUNTY hereby reserves the right to recover legal expenses including attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by COUNTY, if CONTRACTOR is found to be a proximate cause of damages or losses suffered by COUNTY, resulting from CONTRACTOR’S performance during the execution of this Contract.

7. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONTRACTOR’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “waiver of subrogation” this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR’S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR’S insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “additional insured” this contract shall govern.

7.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

7.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

7.3 Worker’s Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than **\$1,000,000** per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR’s liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY. COUNTY reserves the option to require additional or increased insurance coverages if, in the opinion of COUNTY, such coverage is necessary to properly manage the risk related to this contract. COUNTY shall give notice to CONTRACTOR of any such requirements prior to the execution of this contract, or within such reasonable time as COUNTY becomes aware of the need for such additional or increased coverages.

8. TERMINATION.

8.1 EVENT OF DEFAULT. Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the COUNTY may take one or more, or all of the following actions:

- a. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or
- b. Deduct any and all expenses incurred by the COUNTY for damages caused by the Contractor’s Event of Default; and/or
- c. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

8.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

8.3 CONTINGENT FUNDING/NON-APPROPRIATIONS. If, at any time after the execution of this Contract, the required funding for this contract is not approved by the Durham County Board of Commissioners, COUNTY may terminate this contract immediately. COUNTY shall notify CONTRACTOR of the non-approval and termination within 30 days of the Board's decision.

Termination of this Contract, under either section 8.1, 8.2, or 8.3 shall not form the basis of any claim for loss of anticipated profits by either party.

9. COUNTY NOT RESPONSIBLE FOR EXPENSES. COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing. CONTRACTOR shall provide the necessary labor, security, permits and safety measures required to provide Services hereunder.

10. EQUIPMENT. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

11. COMPLIANCE WITH LAWS. CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONTRACTOR may be declared ineligible for further COUNTY contracts.

12. HEALTH AND SAFETY. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

13. NON-DISCRIMINATION IN EMPLOYMENT. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, sex, sexual orientation, gender identity or expression, creed, national origin or ancestry, marital or familial status, pregnancy, military status, religious belief or non-belief, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, race sex, sexual orientation, gender identity or expression, creed, national origin or ancestry, marital or familial status, pregnancy, military status, religious belief or non-belief, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts. **CONTRACTOR certifies that CONTRACTOR shall abide by Durham County Ordinance Article I, Sections 15-1 through 15-85. Failure to abide by said Ordinance is a breach of this contract and grounds for terminating the contract for cause and without fault or liability to COUNTY.**

14. EMPLOYMENT ADVERTISING REQUIREMENTS. CONTRACTOR shall post local job openings, in connection with this contract, with the NC Works Web Site (instructions are located at: <https://www.ncworks.gov/vosnet/Privacy/RegistrationAgreement.aspx?t=emp&page=1>) throughout the term

of this Agreement; provided that the foregoing requirement does not limit CONTRACTOR'S ability to advertise and/or otherwise post job openings with other organizations or media outlets.

15. E-VERIFY. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONTRACTOR provides the services to the COUNTY utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

16. AFFORDABLE CARE ACT REQUIREMENTS (Applicable Only to Staffing Agencies). Beginning in 2015, employers with 100 or more full-time equivalent employees (50 or more beginning in 2016) must offer health insurance coverage that is affordable and provides "minimum value" to full-time employees and dependents as defined by the Patient Protection and Affordable Care Act or face penalties. Staffing companies under contract with Durham COUNTY are required to provide affordable minimum essential coverage as defined by the Patient Protection and Affordable Care Act and to indemnify Durham COUNTY against any 4980H penalties that result from their failure to provide the appropriate coverage. By signing this contract as a Staffing Company, CONTRACTOR shall comply with the aforementioned health insurance coverage requirements of the Affordable Care Act and indemnify the COUNTY against any associated 4980H penalties. Please complete Exhibit A and return with this contract.

17. SECURITY BACKGROUND CHECKS. The Contractor is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff's Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

The Contractor will send the results of the background checks, prior to commencing work at Durham County Government, to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office, as needed, on any negative determinations. The Security Manager will notify the Contractor's County point of contact of the results of the review. Contractor can appeal a negative determination by the Security Manager to the County Manager or the County Manager's designee for final disposition. Appeals need to be submitted in writing to the County point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information shall be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening may be necessary at specific COUNTY buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the COUNTY point of contact. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Contractor will provide the results of their background check to the

Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings disabled.

18. AUDIT RIGHTS. For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

19. DISPUTE RESOLUTION PROCEDURE. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between COUNTY and the CONTRACTOR, arising from this Agreement or the services and/or materials being provided by the CONTRACTOR, shall be sent to the Durham COUNTY Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the COUNTY Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or the County Manager's designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing of the decision within forty-five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing services and/or materials. The costs of mediation shall be divided equally between parties to the dispute.

The mediation session shall be private and shall be held in Durham COUNTY, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the COUNTY of Durham and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

20. EXISTENCE. CONTRACTOR warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

- 21. CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.
- 22. SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.
- 23. NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM
ATTN: PURCHASING DEPARTMENT
7TH FLOOR, 201 EAST MAIN STREET
DURHAM, NORTH CAROLINA 27701**

**CONTRACTOR
ATTN: BOUNDTREE MEDICAL
PO BOX 8023
DUBLIN, OHIO 43017**

- 24. HEADINGS, WAIVER.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary. An alleged waiver of a term of this Agreement by COUNTY, whether express or implied, on one occasion shall not be construed to operate as a waiver on other occasions or other provisions. If County fails to require strict performance of a term of this Agreement, fails to exercise a remedy for a breach of this Agreement, or fails to reject a payment during a breach of this Agreement, that failure does not constitute a waiver of that term or breach.
- 25. GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the COUNTY of Durham and the State of North Carolina.
- 26. REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS.** Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in Exhibit B – Federal Uniform Guidance Contract Provisions Certification.
- 27. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM.** It is the policy of the County to provide minorities and women-owned businesses equal opportunity to participate in all aspects of the County’s contracting programs, including but not limited to, the procurement of construction, goods and services consistent with law. The County has established an ordinance and implements an MWBE Program based on the ordinance, that promotes, increases and works towards eradicating the underutilization of minorities and women-owned businesses in the County’s contracting programs.
- 28. ENTIRE CONTRACT.** This contract, including Attachment 1, and if applicable Exhibit A and Exhibit B, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

COUNTY OF DURHAM

DocuSigned by:
Claudia O. Hager
2B24CE2253F7468...

Print Name/Title: Claudia O. Hager County Manager

Date of Signature: 2/10/2025 | 5:55 AM EST

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:
Crystally Wright
64D5F27463AF4D4...
Durham County Interim Chief Financial Officer

CONTRACTOR

DocuSigned by:
Rob Meriweather
4CFE5F2B09B749A...

Print Name/Title: Rob Meriweather President

Date of Signature: 1/31/2025 | 11:57 AM PST

ATTACHMENTS to follow



SCOPE OF SERVICES FORM

This Scope of Services is an integral part of this contract between the **County of Durham** (“County”), and Boundtree Medical (“Contractor”), which contract is dated December 1st, 2024. Contractor agrees to provide services and/or materials pursuant to the provisions set forth below.

I. **Background/Purpose:** To ensure continued improvement in efficiency and fiscal responsibility with medical supply purchasing, a formal bid process was conducted, and Boundtree Medical was the vendor that provided the best value to the County for bid sections 1 – Airway Management, 5 – IV Supplies, 6 – Miscellaneous Supplies, and 7 – Trauma Supplies with backup for section 2 – Monitor Supplies and Section 3 – CPAP and BVM.

II. **References:** *(Identify/attach additional documents relevant to this contract, i.e., quotes, proposals, etc.)*

The following documents are incorporated herein by reference to them:

See attached bid documents for awarded sections, items, and pricing

III. **Work/Requirements:** Boundtree to provide medical supplies as awarded in the bid sections to Durham County OES on an as needed, as ordered basis.

IV. **Schedules/Timelines:** Purchase medical supplies throughout the contract term.

V. **Transmittal/Delivery/Accessibility:** Boundtree to ship medical supplies to Durham County OES Warehouse as ordered by Durham County OES

VI. **Payment:** Net 30 upon receipt of items ordered and receipt of invoice.



Bound Tree

DURHAM COUNTY NORTH CAROLINA

MEDICAL SUPPLIES FOR DURHAM COUNTY EMERGENCY MEDICAL
SERVICES
(IFB NO. 24-008)

BID NO. 24-008
DUE - OCTOBER 19, 2023 2:00PM EST



5000 Tuttle Crossing Blvd.

Dublin, OH 43016

614.760.5000

www.boundtree.com

October 17, 2023

Durham County Emergency Medical Services
Durham County Purchasing Division of Finance
201 East Main Street
7th Floor, Room 703
Durham, NC 27701

Dear Purchasing Division:

Bound Tree Medical is pleased to offer the attached proposal for Durham County Medical Supplies for Emergency Medical Services Bid No. 24-008. Please review the following proposal for Bound Tree's competitive bid pricing. We want to emphasize our continued commitment to you to provide the most complete offering of products and services.

The proposal includes the following:

Bid Proposal

- Good Faith Letter
- Bid General Provisions & Specifications
- Signed Bid Document
- Proposal Information & Pricing
- Bound Tree Medical Item Numbers & Descriptions
- Bound Tree W-9

About Bound Tree Medical

- Customer References
- Bound Tree Distribution Network
- Customer Service Information
- Return & Warranty Information
- Online Ordering Capabilities
- Bound Tree Certificates of Insurance

Solutions and Services

- BTM Pharmaceutical Advantage & VAWD Certification
- Curaplex and Kitting
- Inventory Management
- EMS Advocacy
- Disaster Program Information
- Access to Continuing Education

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

Jackie Likens
Account Manager, North Carolina
919.728.4596
jackie.likens@boundtree.com

Dwight Lowry
Pricing Analyst, Bids & Contracts
614.760.5235
Dwight.Lowry@boundtree.com



October 17, 2023

Durham County Emergency Medical Services
Durham County Purchasing Division of Finance
201 East Main Street
7th Floor, Room 703
Durham, NC 27701

Dear Purchasing Division:

Subject: Good Faith Effort Waiver

In regard to the Durham County Emergency Medical Services – Bid Number 24-008, Bound Tree Medical is willing to engage in good faith conversations with MWBE and SDVOBS vendors for the purposes of subcontracting the bid award to such MWBE and SDVOBS entities.

While Bound Tree Medical has expended significant efforts in the past to solidifying a relationship with MWBE and SDVOBS, it has not been able to so for the following reasons:

1. There are a limited number of certified MWBE and SDVOBS who are currently engaged in wholesale distribution of medical devices; and
2. The resources made available by the County to identify and contact minority groups was not functional during this bid process. We did bring this to the county's attention. Bound Tree Medical, LLC. is willing to pursue relationships with minority groups through working with Durham County when resources become available.
3. Bound Tree Medical, LLC. does successfully utilize minority subcontractors in other regions and will continue to pursue this endeavor as willing and able sub-contractor are realized.

Jackie Likens
Account Manager, North Carolina
919.728.4596
jackie.likens@boundtree.com

Dwight Lowry
Pricing Analyst, Bids & Contracts
614.760.5235
Dwight.Lowry@boundtree.com

**DURHAM COUNTY
NORTH CAROLINA**



**INVITATION FOR BIDS
(IFB No. 24-008)**

**Medical Supplies for Durham County
Emergency Medical Services**

**Bid Opening Date:
October 19, 2023, at 2:00 P.M., Eastern Time**

**Medical Supplies for Durham County Emergency Medical Services
IFB No. 24-008**

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**Medical Supplies for Durham County Emergency Medical Services
IFB No. 24-008**

BID SCHEDULE
(Note: The below dates are subject to change)

Advertisement Date	September 21, 2023
Last Date for Questions	October 4, 2023, at 3:00 P.M., Eastern Time
Bid Opening Date	October 19, 2023, at 2:00 P.M., Eastern Time



LEGAL NOTICE

Medical Supplies for Durham County Emergency Medical Services IFB No. 24 - 008

Pursuant to North Carolina General Statutes 143-129, the County of Durham will accept sealed bids for Medical Supplies for Durham County Emergency Medical Services in the Durham County Purchasing Division of Finance, 201 East Main Street, 7th Floor, Room 703, Durham, North Carolina 27701, until 2:00 P.M. Eastern Time, on October 19, 2023, at which time they will be publicly opened and read. **Only sealed bids will be accepted. No bids will be accepted after the official time and date.**

An electronic copy of this Invitation for Bids (IFB) can be obtained from Durham County's eBid System located under Bid Opportunities at <https://www.dconc.gov/county-departments/departments-f-z/finance/bid-opportunities>. Bidders can download a copy of the solicitation and all addenda without registering in the system. However, in order to **automatically** receive email notifications of solicitations and addenda issued by the Purchasing Division, Proposers **MUST** register in the eBid system.

Proposals are encouraged and welcome from historically underutilized businesses (HUBs).

The County reserves the right to accept or reject, in whole or in part, such bids as appear in its judgment to be in the best interest of the County.

Publication Date: September 21, 2023

INSTRUCTIONS TO BIDDERS
Medical Supplies for Durham County Emergency Medical Services
IFB No. 24-008

1. Bids must be submitted on the enclosed Bid Form. In order for a bid to be considered it must be based on the terms, conditions and specifications contained herein. **One (1) original and two (2) copies of each bid shall be submitted to the Issuing Department.** Do not include sales tax in bid figures. The County pays sales tax and will add this to your bid figures separately when invoices are paid. All prices quoted are to include delivery to the delivery point, installation and set-up charges as necessary. Goods shall be set in place ready for the owner's use. All goods shall be new and of high quality. No remanufactured, refurbished or used goods will be accepted. Appropriate product information (e.g., brochures, catalog cuts, etc.) shall be included with the bid. The bidder shall sign the bid correctly and bids may be rejected if they show omissions, alterations of form, additions not called for, conditional bids or any irregularities of any kind.
2. Should a bidder find discrepancies in, or omissions from the documents, or should be in doubt as to their meaning, he/she should at once notify the County of Durham Purchasing Division, who will send written instructions or "Addendum" to all bidders. The County of Durham will not be responsible for any oral instructions. Acknowledgment of any Addendum received during the time of bidding shall be acknowledged on the Addendum Acknowledge Form. In closing of a contract, any Addendum issued shall become a part thereof.
3. Bids will be examined promptly after opening and an award will be made at the earliest possible date. The prices quoted must be held firm for ninety (90) days. Bids may be withdrawn by written notice of a request to withdraw the bid within seventy-two hours of the bid opening date, not including Saturdays, Sundays, or other days (such as holidays) on which the local government offices are closed. The award of the bid shall be made to the lowest, responsible, responsive bidder taking into consideration quality, performance, and time of delivery.
4. The materials/supplies/equipment furnished under any resulting contract shall be covered by the manufacturer's most favorable commercial warranty. Each bidder shall plainly set forth the warranty for the goods in the bid. Operations and maintenance manuals for each piece of equipment should also be provided as appropriate.
5. All purchases are subject to the availability of funds for this purpose.
6. The Contractor shall not represent itself to be an agent of Durham County.
7. The General Statutes of the State of North Carolina insofar as they apply to purchasing and competitive bidding, are made a part hereof.
8. It is agreed between the parties hereto that the place of this Contract, its status and forum, shall be Durham County, North Carolina.

9. For all the work being performed under this contract, the County of Durham has the right to inspect, examine, and make copies of any and all books, accounts, records and other writings relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the vendor/contractor must make the materials to be audited available within one (1) week of the request for them.
10. All bidders must complete and submit the Vendor Application/W-9 Form with their bid package. This information will be used to create or update the County's electronic bidder/vendor files if awarded contract.
11. The County reserves the right to increase or decrease the quantity specified under this contract.
12. All bids must be returned in a sealed envelope with reference made to the company submitting the bid on the exterior of the envelope to the Durham County Purchasing Division, Durham County, 201 East Main Street, 7th Floor, Durham, NC 27701. Also, please indicate the bid number on the envelope so that your bid can be handled appropriately when received in Purchasing.
13. All communications between the Purchasing Division and the prospective Bidders shall be in writing. E-mailed questions should be emailed to: purchasinggroup@dconc.gov. Any inquiries for information concerning the bid submission or procurement procedures shall be directed to Hilda W. Williams, Senior Procurement Specialist, Purchasing Division at (919) 560-0054. All questions concerning this IFB must reference the IFB number, section number and paragraph. All changes in specifications shall be in writing and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of bid(s).

The last date for receiving questions regarding this IFB is October 4, 2023, at 3:00 P.M., Eastern Time.

14. Trade secrets or similar proprietary data which the Bidder does not wish to disclose other than to personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows:

Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the Bid, which is to remain confidential, shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential.

15. Any reference to a particular product or brand name is intended to establish the quality level. Such language is not intended to restrict competition among bidders.
16. Proposers are required to make a good faith effort to include Minority and Women Business Enterprises (MWBES) as part of their Proposal to provide services to the County.

Durham County hereby establishes the following goals for the expenditure of funds with MWBE firms. Questions concerning MWBE should be directed to Rick Greene, Assistant Procurement Manager, at rgreene@dconc.gov or (919) 560-0059.

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE Availability % (Median Availability)
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
Overall MWBE Participation Goal =					25.0%

MWBE is a business that is at least 51% owned and controlled by minority group members or women. MWBE is bona fide only if the minority group or female ownership interests are real and continuing and not created solely to meet the MWBE requirement. In addition, the MWBE shall itself perform satisfactory work or service or provide supplies under the contract and not act as a conduit. The contractual relationship shall be bona fide owned and controlled as: (1) a sole proprietorship legitimately owned by an individual who is a minority group member or female; (2) a partnership or joint venture controlled by minorities and/or females; (3) a corporation or other entities controlled by minorities or females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities and/or females. These persons shall control the management and operations of the business on a day-to-day basis:

A person who is a citizen or lawful permanent resident of the United States and who is:

Black American”; a person having origins in any of the black racial groups of Africa;

“Asian American”; A person having origins in any of the original peoples of the Far East, Southeast Asia, Asia, Indian continent, or Pacific islands;

“Hispanic American”; a person of Spanish culture with origins in Mexico, Central or South America, or the Caribbean, regardless of race;

“Native American Indian tribe”; a federally recognized Indian tribe means an Indian tribe, or band, nation, rancheria, pueblo, colony, or other organized group or community, including any Alaska native village, which is recognized by the Secretary of the Interior on October 1, 1985 as having special rights and is recognized as eligible for service provided by the United States to Indians because of their status as Indians, a tribe that has a pending application for Federal recognition on October 1, 1985.

17. Bids shall be evaluated using the Total Bid. The Total Bid shall be the summation of the product of all the Items’ Unit Bid Prices by their Estimated Quantities. In the event of a math error, the Extended Totals and the Total Bid will be corrected based on the Unit Price

furnished in the Bid. Bids with math errors will be compared using the corrected Total Bid (i.e., the math must be correct before a bid is considered for award).

18. Bids shall be evaluated using the Total Bid. The Total Bid shall be the summation of the product of all the Items' Unit Bid Prices by their Estimated Quantities. In the event of a math error, the Extended Totals and the Total Bid will be corrected based on the Unit Price furnished in the Bid. Bids with math errors will be compared using the corrected Total Bid (i.e., the math must be correct before a bid is considered for award).

19. The County reserves the right to award the Bid by Sections.

20. **E-VERIFY:** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

21. **The following forms must be returned with your Bid:**

1. **One (1) original and Two (2) copies of the bid**
2. **Bid Proposal Form**
3. **Non-Collusion Affidavit (*Notarized*)**
4. **Vendor Application/W-9 Form**
5. **Compliance Affidavit (E-Verify) (*Notarized*)**
6. **MWBE Forms:**

Affidavit A – List of the Good Faith Efforts

DUE WITH BID

All Bidders are required to make good faith efforts and to demonstrate that they have made such efforts. Affidavit A is a tool for Bidders to use to show that they have made good faith efforts. Affidavit A is required to be submitted with your bid.

Affidavit B – Intent to Perform Contract with Own Workforce

DUE WITH BID

Affidavit B is required if your company has no opportunity to sub-contract and will complete all work with Bidder's own workforce. Even if utilizing your own workforce, Affidavit A is also required.

Affidavit C – Portion of Work to be Performed by Certified MWBE Businesses

DUE WITH BID

Bidders shall complete Affidavit C to identify the minority business that it will use on the project. Affidavit C is required to be submitted with your bid. Even if your company has MWBE participation, Affidavit A is also required.

Affidavit D – Good Faith Efforts

DUE 72 HOURS AFTER NOTIFICATION

Affidavit D is to be submitted **only** by the apparent lowest, responsible, responsive bidder within 72 hours after notification.

The apparent lowest, responsible, responsive Bidder shall file within 30 days after the award of the contract a list of all identified subcontractors that the Contractor (Bidder) will use on the project.

IMPORTANT MWBE INSTRUCTIONS: It is mandatory for all Bidders to demonstrate their good faith efforts in seeking MWBE participation and provide supporting documentation upon request. The MWBE supporting documentation and information is still required even if using your own workforce. MWBE Prime Contractors will also be required to document good faith efforts.

The above information must be provided as required. Failure to submit these MWBE documents may be grounds for rejection of the bid.

END OF INSTRUCTIONS TO BIDDERS

EQUAL EMPLOYMENT OPPORTUNITY

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

- e. The contractor will not discriminate against any employee or applicant for employment because of race, handicap, age, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, handicap, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the nondiscrimination clause.
- b. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to race, handicap, age, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the labor union or workers' representative of the contractor's commitments under the Equal Employment Opportunity section of this contract and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. In the event of the contractor's noncompliance with nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further County contracts.
- e. The contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Board of County Commissioners of the County of Durham, North Carolina so that such provisions will be binding such subcontractor or vendor.

REQUIREMENTS
Medical Supplies for Durham County Emergency Medical Services
IFB No. 24-008

NOTE: See Attachment 1 -Spreadsheets for Medical Supplies by Sections and specific products for theBid. EXCEL is required to access the spreadsheets.

Warehouse And Distribution requirements:

- Vendor must have multiple distribution centers throughout the country available to ship products in event main distribution center is unavailable.
- Vendor must be able to ship items in multiple units of measurement. Box, case, each, etc.
- Vendor must be able to provide high quality alternative options to items that are out of stock or discontinued.
- Vendor must have FDA certified, in-house kitting facility to provide custom kitting solutions as needed.
- All products must be delivered with at least a 12-month expiration date from date of receipt. Only exceptions will be pre-approved by Durham County EMS representative.

Electronic Access and Online Ordering Requirements:

- Vendor must offer online, secure ordering.
- Vendor's website must be able to provide historical reporting data.
- Vendor's website must provide real time availability.
- Vendor is highly preferred to be integrated with Operative IQ for ordering.

Sales Representative Requirements:

- Vendor must provide a local or regional sales representative familiar with EMS products.
- Vendor sales representative must be able to provide on site meetings quarterly, at minimum.
- Vendor must be able to provide training on all products offered.

General Requirements:

- Vendor must be able to ship products palletized when appropriate.
- Vendor must be able to provide free shipping on all products and orders.
- Vendor must quote and supply all items within the section(s) bid.
- Alternate products are not acceptable for this bid unless the stated product has been discontinued. **No substitutions will be accepted.**
- The vendor **must provide** a Business Continuity Plan or Disaster Recovery Plan explaining how services and products will continue in the event of natural or man-made disaster.



BID FORM

Medical Supplies for Durham County Emergency Medical Services IFB No. 24-008

In accordance with the attached Instructions to Bidders and Specifications, we submit the following bid to the County of Durham. **DELIVERY TO BE F. O. B. DESTINATION.**

See Attachment 1- Excel Spread Sheet

	Total Bid Price
Section 1 - Airway Management	\$ <u>108,853.54</u>
Section 2 - Monitor Supplies	\$ <u>126,167.86</u>
Section 3 - CPAP and DVM	\$ <u>NO BID</u>
Section 4 - EZ IO	\$ <u>NO BID</u>
Section 5 - IV	\$ <u>134,161.34</u>
Section 6 - IV Supplies	\$ <u>61,667.61</u>
Section 7 - Trauma Supplies	\$ <u>46,177.72</u>

DELIVERY POINT:
2330 Presidential Drive, Ste 114
Durham, NC 27703

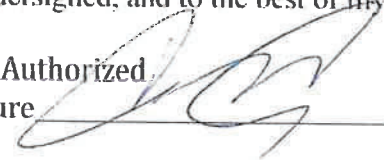
I certify that no one knows the contents of this bid outside the undersigned, and to the best of my knowledge all requirements have been complied with.

Date 10/17/2023

Bound Tree Medical, LLC.
Name of Company

5000 Tuttle Crossing Blvd.
Address
Dublin, OH 43016

Telephone No.: 800.533.0523
Fax No.: 877.311.2437

Authorized
Signature 
Corey Case
Print Name
Chief Marketing Officer
Title

ADDENDUM ACKNOWLEDGMENT
Medical Supplies for Durham County Emergency Medical Services
IFB No. 24-008

Receipt of the following Addendum is acknowledged:

Addendum No. 1 Date: 10/10/2023

Addendum No. 2 Date: 10/11/2023

Addendum No. _____ Date: _____

Signature:  Date: 10/17/2023

Printed Name Corey Case

Title Chief Marketing Officer

Name of Company Bound Tree Medical, LLC.

**COUNTY OF DURHAM
NON-COLLUSION AFFIDAVIT**

~~STATE OF NORTH CAROLINA~~ Ohio
~~COUNTY OF DURHAM~~ Franklin

Corey Case, being first duly sworn, deposes and says that:

1. He/She is the Chief Marketing Officer of Bound Tree Medical, LLC., the bidder that has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a **collusive** or **sham** bid;
4. Neither the said bidder nor any of its officers, partners, owners agents, representatives, employees, parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a **collusive** or **sham** bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price of any other bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Durham or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



Chief Marketing Officer

TITLE

Subscribed and sworn before me,
this Oct day of 17 2023.

Notary Public
My Commission Expires Never



MICHAEL P. COOKI
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

MWBE FORMS

(Affidavits A-D and Appendix E)

Affidavit A

ATTACH TO BID

State of North Carolina AFFIDAVIT A - List of the Good Faith Effort

COUNTY OF DURHAM

Affidavit of Bound Tree Medical, LLC.
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
(A minimum of 5 areas must be checked in order to have achieved a "good faith effort")

1-Contacted minority businesses that reasonably could have expected to submit a quote and that were known to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.

N/A 2-Made the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bids are due.

3-Broken down or combined elements of work into economically feasible units to facilitate minority participation.

4-Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority business.

N/A 5-Attended pre-bid meetings scheduled by the public owner.

6-Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.

7-Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.

- Ongoing service Bound Tree offers

8-Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the Bidder's suppliers in order to help minority businesses in establishing credit.

N/A 9-Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.

10-Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cashflow demands.

- Ongoing service Bound Tree offers
In accordance with GS 143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 10/17/2023 Name of Authorized Officer: Corey Case

Signature: 

Title: Chief Marketing Officer



Ohio
State of ~~North Carolina~~, County of Franklin
Subscribed and sworn to before me this 17 day of Oct 2023
MICHAEL P. COOKE
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

Affidavit B

ATTACH TO BID – IF YOU ARE NOT UTILIZING SUBCONTRACTORS

State of North Carolina AFFIDAVIT B - Intent to Perform Contract with Own Workforce

COUNTY OF DURHAM

Affidavit of Bound Tree Medical, LLC.
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for
IFB 24-008 Medical Supplies for Durham County
the Emergency Medical Services contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 10/17/2023

Name of Authorized Officer: Corey Case

Signature: *[Handwritten Signature]*

Title: Chiefe Marketing Officer



Ohio
State of ~~North Carolina~~, County of Franklin
Subscribed and sworn to before me this 17 day of Oct 2023
Notary Public
My commission expires NEVER
MICHAEL P. COOKE
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

****NOT APPLICABLE****

Affidavit C

ATTACH TO BID - IF YOU HAVE MWBE PARTICIPATION

State of North Carolina AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms

COUNTY OF DURHAM

Durham County Goals for MWBE Participation in the Procurement of Goods, Services and Construction

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE Availability % (Median Availability)
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
Overall MWBE Participation Goal =					25.0%

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

(Project Name)

Project ID No. _____ Amount of Bid \$ _____

I will expend a minimum of _____ % of the total dollar amount of the contract with minority businesses enterprises. Work will be subcontracted to the following firms listed below. Attach additional sheets if needed.

Firm Name (Street Address/Zip/Telephone)	*Minority Category	Work Description	Dollar Value	Percentage of Goal

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F)

Pursuant to GS 143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____
 Subscribed and sworn to before me this ____ day of _____ 20__
 Notary Public _____
 My commission expires _____

****NOT APPLICABLE****

Appendix E

APPENDIX E

MWBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

Firm Name	*Minority Category	Total Contract Amount	Amount Paid this Period	Total Payment Amount to date	Percentage of Work Completed	Scheduled Start Date	Scheduled End Date

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F)

Date: _____ Approved/Certified By: _____ Name _____

_____ Title

_____ Signature

THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT

AFFIDAVIT OF COMPLIANCE

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

**AFFIDAVIT OF COMPLIANCE
with N.C. E-Verify Statutes**

I, Corey Case (hereinafter the "Affiant"), being duly authorized by and on behalf of Bound Tree Medical, LLC. (hereinafter "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes; and
2. Contractor understands that an "Employer", as defined in NCGS§64-25(4), is required by law to use E-Verify to verify the work authorization of its employees through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.
3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (mark Yes or No)
 - a. YES _____
 - b. NO X
4. Contractor will ensure compliance with E-Verify to the extent applicable and will ensure compliance by any subcontractors subsequently hired by Contractor to perform work under Contractor's contract with Durham County.

This 17 day of October, 2023.

[Signature]
Signature of Affiant

Print or Type Name: Corey Case

State of Ohio

County of Franklin

Signed and sworn to (or affirmed) before me, this the 17

day of Oct, 2023

My Commission Expires: NEVER

[Signature]

Notary Public



MICHAEL P. COOKE
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

****NOT APPLICABLE****

NO BID REPLY FORM

TO: Durham County
Purchasing Division
201 East Main Street, 7th Floor, Room 703
Durham, NC. 27701

IFB NO. 24-008

BID TITLE: Medical Supplies for DCo Emergency
Medical Services

To assist us in obtaining good competition on our Invitation for bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return to this office. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

- 1. We do not wish to participate in the bid process.
- 2. We do not wish to bid under the terms and conditions of the Invitation for bid document. Our objections are:

- 3. We do not feel we can be competitive.
- 4. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- 5. We do not wish to sell to Durham County. Our objections are:

- 6. We do not sell the items/services on which bids are requested.
- 7. Other: _____

FIRM NAME

DATE

SIGNATURE

TELEPHONE

- We wish to remain on the Bidder's List.
- We wish to be deleted from the Bidder's List.

VENDOR APPLICATION FORM W/W9 FORM



VENDOR APPLICATION

IT IS CRITICAL TO THE COUNTY THAT YOU COMPLETE ALL DATA - PLEASE PRINT OR TYPE
(A W-9 FORM IS REQUIRED AND MUST BE SUBMITTED WITH THIS FORM)

1. Vendor Name: Bound Tree Medical, LLC.

Do you require a 1099? Yes No

2. Mailing address for payments:
23537 Network Place
Chicago, IL 60673

3. Mailing address for purchase orders, proposals and bids:
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

4. Contact Person Christopher Fyffe Phone #: 614.760.5235
Email: submitbids@boundtree.com Fax #: 877.311.2437

5. In what City and State is your firm licensed? Ohio

If licensed in NC, indicate County (for tax purposes) _____

Individual Partnership Corporation Governmental Agency Other X - LLC.

6. Is your firm a large business? Yes No

7. Is your firm a small business? Yes No

8. Is your firm 51 percent or more owned and operated by a woman? Yes No

If yes, with what governmental agencies are you certified? _____

9. Is your firm 51 percent or more owned and operated by a minority? Yes No

10. If yes, with what governmental agencies are you certified? _____

11. Identify appropriate minority group:
Black American Native American Hispanic Asian/Pacific Asian Indian

12. Is your firm incorporated? Yes No

13. Is your firm a not-for-profit concern? Yes No

14. Is your firm a handicapped business concern? Yes No

15. Give a brief description of goods or services your firm provides:
Distribution of Medical Supplies, Pharmaceuticals and
Custom Kitting.

Signature: [Handwritten Signature]

Title: Chief Marketing Officer

Print name: Corey Case

Date: 10/17/2023

If you have any questions concerning this form, email Durham County Purchasing Division at purchasinggroup@dconc.gov

DCo DEPARTMENT TO COMPLETE (Prior to Vendor Distribution)

If the below info. is not completed, return this form to the email address of the DCo departmental contact that sent this form to you.

Email to: _____
(Department Contact Email)

or Fax to: _____
(Department Contact Fax No.)

PURCHASING TO COMPLETE (when received from the department)

Listed as Debarred or Suspended Vendors?
<https://www.sam.gov> Yes No

<https://www.pandc.nc.gov/actions.asp> Yes No

Verified by: _____

Date: _____

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Bound Tree Medical LLC	
2 Business name/disregarded entity name, if different from above 	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 5000 Tuttle Crossing Blvd	Requester's name and address (optional)
6 City, state, and ZIP code Dublin, OH 43016	
7 List account number(s) here (optional) 	

See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
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or											
Employer identification number											
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3	1	-	1	7	3	9	4	8	7		

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Michael W Post</i>	Date ▶ <i>01/03/2023</i>
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

SAMPLE
STATE OF NORTH CAROLINA **PURCHASE OF GOODS CONTRACT**
COUNTY OF DURHAM

THIS CONTRACT, made and entered into this ___ day of _____, 202___, for the purchase of _____, by and between the **COUNTY OF DURHAM**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as **“PURCHASER”**, and _____, hereinafter referred to as **“SELLER”**.

1. TERMS.

- A. The Seller, in consideration of the sum of _____ (\$_____), hereby sells to Purchaser the goods and services at the times, in the manner, at the prices, and at the place(s), pursuant to the provisions and specifications as set forth herein. **No charges of any kind not appearing in this contract will be accepted or paid by Purchaser.** It is Purchaser's discretion to accept items shipped in excess of the quantity ordered and any over shipment may be returned at Seller's expense.
- B. The effective date of this Contract shall be the date first set forth above in the preamble to this Contract, irrespective of the date of execution by the parties. The first date written above is _____. All renewal or non-renewal periods or deadlines stated in this Contract, if any, shall be calculated based on the “effective date” indicated above.

The Term of this Purchase of Goods contract is from _____ to _____, unless sooner terminated as provided herein.

- C. Shipments received prior to delivery date without previous approval by Purchaser may be returned or stored at Seller's expense.
- D. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all crates, packages, packing slips, invoices, and correspondence shipped or mailed to Purchaser. All items will be accompanied by assembly instructions and operating and repair manuals, as applicable. Purchaser's count will be accepted as conclusive on all shipments not accompanied by a packing slip.
- E. The parts, material, and workmanship of all items are subject to inspection, testing and counting by Purchaser. Purchaser may reject for full credit or require prompt correction or replacement at Seller's expense, including the expense of unpacking, examining, repacking, storing and transporting of any item defective in material or workmanship or otherwise not in conformity with Bid No _____ (if applicable) or specifications provided by Purchaser. Goods will be delivered to the Purchaser in new condition and undamaged (unless otherwise specified by Purchaser).
- F. This order to Seller is not transferable or assignable without the written permission of Purchaser. Seller is an independent contractor and is not an agent or employee of Purchaser.
- G. Seller warrants that it is the sole owner of the described goods and that it has the unrestricted right to convey a clear title to the Purchaser free and clear of all encumbrances.

2. **CHANGE:** Purchaser reserves the right to change, modify and/or cancel this order upon issuance of a change order. If the Purchaser is not notified to the contrary in writing within 10 days after the issuance of the change order, the changed and/or modification and/or cancellation is considered accepted by the Seller.
3. **WARRANTY OF GOODS AND MATERIALS:** Seller expressly warrants that all goods, provided or used by the Seller will: conform to the drawings, specifications, samples or other descriptions furnished by the Purchaser or by the Seller; meet requirements detailed in the scope of work; be of good materials and workmanship and free from defect. This express warranty shall not be waived by reason of acceptance of the goods or payment made by the Purchaser. Seller also warrants that all items sold or furnished under this order have been produced, sold, delivered and furnished in compliance with all applicable laws and regulations.

THE SELLER WARRANTS THE MERCHANTABLE QUALITY OF THE GOODS SOLD HEREUNDER AND THAT SUCH GOODS ARE FIT FOR THE PURPOSES FOR WHICH THEY WERE PURCHASED. SUCH WARRANTIES ARE IN ADDITION TO ALL EXPRESS WARRANTIES AND WILL RUN TO THE BENEFIT OF THE PURCHASER. THE SELLER'S PERIOD OF WARRANTY WITH RESPECT TO EACH ITEM WILL BE AT LEAST AS LONG AS THAT OF THE MANUFACTURER OF SUCH ITEM, AND SELLER WILL HONOR SAME.

4. **INDEMNITY.** To the fullest extent permitted by law, PURCHASER hereby reserves the right to recover legal expenses including attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by PURCHASER, if SELLER is found to be a proximate cause of damages or losses suffered by PURCHASER, resulting from SELLER's performance during the execution of this Contract.
5. **INSURANCE.** Seller shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required of the Seller shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Purchaser. In the event Seller's Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. Seller shall advise the Purchaser of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. Seller's insurance shall be primary and any insurance or self-funded liability programs maintained by the Purchaser shall not contribute with respect to the Seller's insurance. Purchaser shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the Seller. In the event Seller's Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

5.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

5.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Worker's Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than \$1,000,000 per occurrence.

By requiring insurance herein, the Purchaser does not represent that coverage and limits will necessarily be adequate to protect Seller, and such coverage and limits shall not be deemed as a limitation on Seller's liability under the indemnities granted to the Purchaser in this Contract. Seller shall provide the Purchaser a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. Seller shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the Purchaser at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce the obligations of the Seller to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the Purchaser, which immunity is hereby reserved to the Purchaser.

6. **TERMINATION.** The Purchaser may, by written notice, terminate this contract in whole or in part, for failure of Seller to perform, including failure to deliver as and when specified. If so terminated, Seller shall be liable for all damages, including, without limitation, 1) the excess cost of re-procuring similar goods or services, 2) shipping charges for any items the Purchaser may at its option return to Seller, including items already delivered but for which Seller no longer has any use because of default, 3) amounts paid by Purchaser for any items it has received but returns to Seller, and 4) any other damages permitted by applicable law. Purchaser shall have the right to pursue any remedies provided by applicable laws.
7. **EXISTENCE.** Seller warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of ____ and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this Agreement.
8. **COMPLIANCE WITH LAWS.** Seller shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Occupational Safety and Health Administration, (iv) the Fair Labor Standards Act, and (v) the Wage and Hour Division. In the event Seller is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and Seller may be declared ineligible for further COUNTY contracts.
9. **E-VERIFY.** As a condition of payment for services and/or goods received under this agreement, Seller shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Seller provides the services and/or goods to the County utilizing a subcontractor, Seller shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Seller shall verify, by affidavit, compliance of the terms of this section upon request by the Purchaser.
10. **EMPLOYMENT ADVERTISING REQUIREMENTS.** Seller shall post local job openings, in connection with this contract, with the City of Durham's Office of Economic and Workforce Development, the North Carolina Department of Commerce-Division of

Employment Services (formerly ESC, Employment Security Commission) and with the Durham County Department of Social Services throughout term of this Agreement; provided that the foregoing requirement does not limit Seller's ability to advertise and/or otherwise post job openings with other organizations or media outlets.

- 11. SECURITY BACKGROUND CHECKS.** The Seller is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining County identification badges and allowed unescorted access to County facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff's Office will conduct background investigations for those employees of the Seller who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Seller employee from employment on a County contract unless explicitly mandated by law.

The Seller will send the results of the background checks, prior to commencing work at Durham County Government, to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office, as needed, on any negative determinations. The Security Manager will notify the Seller's County point of contact of the results of the review. A Seller can appeal a negative determination by the Security Manager to the County Manager or his designee for final disposition. Appeals need to be submitted in writing to the contract point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information shall be updated annually by the Seller, 90 days prior to the renewal or extension of the contract and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening may be necessary at specific county buildings. The Seller shall provide names of all individuals in the Contractor communications log and to the County Representative. This information will be reviewed annually.

For those Seller's employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Seller will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. A Seller can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Seller and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings restricted.

12. DISPUTE RESOLUTION PROCEDURE. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the Purchaser and the Seller, arising from this Agreement or the services and/or goods being provided by the Seller, shall be sent to the Durham County Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the County Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his designee, shall notify the Mediator who will conduct a mediation and notify the Seller in writing of the decision within forty five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing the services and/or goods. The costs of the mediation shall be divided equally between the parties to the dispute.

The mediation session shall be private and shall be held in Durham County, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or goods being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Durham and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

13. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM
PURCHASING DIVISION
201 EAST MAIN STREET
DURHAM, NORTH CAROLINA, 27701**

SELLER

14. CORPORATE AUTHORITY. By execution hereof, the person signing for Seller below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the Seller.

15. HEADINGS: The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

16. GOVERNING LAW. This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.

17. REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS. Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in **Exhibit B – Federal Uniform Guidance Contract Provisions Certification.**

18. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM. It is the policy of the County to provide minorities and women-owned businesses equal opportunity to participate in all aspects of the County's contracting programs, including but not limited to, the procurement of construction, goods and services consistent with law. The County has established an ordinance and implements an MWBE Program based on the ordinance, that promotes, increases, and works towards eradicating the underutilization of minorities and women-owned businesses in the County's contracting programs.

19. ENTIRE CONTRACT. This contract shall constitute the entire understanding between Purchaser and Seller and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Purchase of Goods Contract to be executed by their duly authorized officer or agent.

Purchaser: COUNTY OF DURHAM

Seller:

Print Name and Title: _____ Print Name and Title: _____

Date of Signature: _____ Date of Signature: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Crystally Wright, Interim Durham County Chief Financial Officer

Instructions

Please complete all cells in columns E and F

Alternate products will only be considered if product has been discontinued by manufacturer.

Must bid on all products in a section to be considered

Durham County EMS Medical Supply Bid Section 2 - Monitor Supplies							
Bid Item #	Product Description	Current Item #	UOM	Annual Usage Estimate	Part Number if different than Current	Unit Price	Total Price
1	Zoll Medical Multi-Function Defibrillator Pad, Leads In, Pediatric (Infant) < 10kg (22 lbs)	16380	CS	18		186.6	\$ 3,358.80
2	Ambu® BlueSensor SP, 50 Pouch	230500	CS	110		450	\$ 49,500.00
3	FlexiPort® Reusable Blood Pressure Cuff with 2 Tube Locking Connector, Size 9 Child, 15 to 21cm	2615-21309	EA	30		21.28	\$ 638.40
4	FlexiPort® Reusable Blood Pressure Cuff with 2 Tube Locking Connector, Size 10 Small Adult, 20 to 26cm	2615-21310	EA	25		22	\$ 550.00
5	FlexiPort® Reusable Blood Pressure Cuff with 2 Tube Locking Connector, Size 11 Adult, 25 to 34cm	2615-21311	EA	25		22.73	\$ 568.25
6	FlexiPort® Reusable Blood Pressure Cuff with 2 Tube Locking Connector, Adult Long, Size 11L	2615-21311L	EA	30		26.58	\$ 797.40
7	FlexiPort® Reusable Blood Pressure Cuff with 2 Tube Locking Connector, Size 12 Large Adult, 32 to 43cm	2615-21312	EA	45		25.82	\$ 1,161.90
8	FlexiPort® Reusable Blood Pressure Cuff with 2 Tube Locking Connector, Size 13 Thigh, 40 to 55cm	2615-21313	EA	8		39.64	\$ 317.12
9	Rainbow® Reusable DCI Spot-Check Sensor, 3ft Cable	2712-26963	EA	10		617.65	\$ 6,176.50
10	Stat-Pad® HVP Multi-function CPR Electrodes, Adult	2742-40289	PR	496		81.36	\$ 40,354.56
11	Rainbow RC-4 Compatible Cable, 4ft L	2743-02406	EA	10		96.97	\$ 969.70
12	Curaplex® ECG Chart Paper, Grid, X Series, 80mm	2745-90080	CS	15		171.75	\$ 2,576.25
13	Kendall™ Medi-Trace® 133 Series Foam Electrodes, Pediatric, 1-1/4in Diameter Size	54133	CS	5		148	\$ 740.00
14	FlexiPort® Reusable Blood Pressure Cuff with 2 Tube Locking Connector, Size 7 Infant, 9 to 13cm	662160	EA	15		20.55	\$ 308.25
15	FlexiPort® Reusable Blood Pressure Cuff with 2 Tube Locking Connector, Size 8 Small Child, 12 to 16cm	662161	EA	15		20.55	\$ 308.25
16	Rainbow® R20 Pediatric Adhesive Sensors for Patients 10-50kg, Box of 10	MA2222	BX	23		775.76	\$ 17,842.48
						\$	126,167.86

Durham County EMS Medical Supply Bid Section 3 - BVM & CPAP							
Bid Item #	Product Description	Current Item #	UOM	Annual Usage Estimate	Part Number if different than current	Unit Price	Total Price
1	Flow-Safe CPAP Lg Adult	10-57318	BX	75		NO BID	#VALUE!
2	Flow-Safe CPAP SM/MD	10-57319	BX	75		NO BID	#VALUE!
3	Small Adult CPR-2 Bag with LiteSaver Manometer	10-58502	BX	160		NO BID	#VALUE!

Durham County EMS Medical Supply Bid Section 4 - EZ IO

Bid Item #	Product Description	Current Item #	UOM	Annual Usage Estimate	Part Number if different than current	Unit Price	Total Price
1	EZ IO 25MM	9001-VC-005	BX	120		NO BID	#VALUE!
2	EZ IO 45MM	9079-VC-005	BX	60		NO BID	#VALUE!
3	EZ IO Drill	9058	BX	15		NO BID	#VALUE!
4	EZ IO Stabilizer	9066-VC-005	BX	80		NO BID	#VALUE!

5

5

Durham County EMS Medical Supply Bid Section 6 - Misc. Supplies							
Bid Item #	Product Description	Current Item #	UOM	annual Usage	Estimate		
					Part Number if different than current	Unit Price	Total Price
1	PDI Super Sani-Cloth Alcohol Disposable Wipes, Large, 6in x 6in	1061-17517	CS	45		77.4	\$ 3,483.00
2	Curaplex® Multi-Purpose Collection Bag with Hook	1071-17367	CS	8		408	\$ 3,264.00
3	Curaplex® Mylar Emergency Blanket, 52in x 82in, Silver	12945	CS	4		92	\$ 368.00
4	2-piece Economy Poly Strap with Plastic Side Release and Plastic Swivel Speed Clip Ends, 5ft L x 2in W, Orange	1394-OR	EA	280		4.68	\$ 1,310.40
5	Superset™ Double Swivel Catheter Mount, 22mm ID, Flip Top Cap	2422-20000	CS	4		153.75	\$ 615.00
6	G3 Breather Pack, Red	2522-00818	EA	6		230.31	\$ 1,381.86
7	G3 Vial Strand Holder, 4-Pack	2530-25018	EA	10		21.71	\$ 217.10
8	Curaplex® Obstetrical Kit, Sealed Standard	4440010	CS	3		267.05	\$ 801.15
9	Disposable Obstetrical Kit	F1652BAG	EA	35		7.28	\$ 254.80
10	Curaplex® Patient Transporter, 1800lb Capacity, 14 Handles	3246-12345	EA	1		12.57	\$ 12.57
11	TITAN II™, Black	3246-44110	CS	115		253.8	\$ 29,187.00
12	ACR Baby, w/ Straps, XS/Baby	3250-02010	EA	10		253.34	\$ 2,533.40
13	Ferno KangooFix Restraint System, Neonatal	3250-74906	EA	10		628.37	\$ 6,283.70
14	Prosplyg™ 760 Pocket Aneroid Sphygmomanometer, Size 12 Large Adult, 34 to 50cm, Black, Case	170761	EA	15		20.03	\$ 300.45
15	Prosplyg™ 760 Pocket Aneroid Sphygmomanometer, Size 11 Adult, 23 to 40cm, Navy Blue, Case	170765	EA	20		16.53	\$ 330.60
16	Disposable Probe Covers, For ThermoScan PRO 6000 Ear Thermometer *Non-Returnable*	2733-14605	CS	8		335	\$ 2,680.00
17	microdot® Xtra Hi/Lo Control Solutions	2762-12002	EA	50		12.13	\$ 606.50
18	microdot® Xtra Test Strip, 50 Count Bottle	2763-20050	EA	387		18.4	\$ 7,120.80
19	Curaplex® Safety Lancet, 21 Gauge, Green	2764-70721	CS	3		305.76	\$ 917.28
							\$ 61,667.61

Item List for Durham County EMS
Medical Supplies for Durham County Emergency Medical Services

Item #	Durham County EMS Vendor Item #	Durham County EMS Description	Durham County EMS Qty	Durham County EMS UOM	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Unit Price	Quantity	Total Price
1	020603	Nonrebreathing Oxygen Mask with Softseal Vent. 7R Tubing, Adult	26	50/CS	KLASKY NON-REBREATHING PAPER-LINER HIGH-CONCENTRATION MASK, 100% O2, ADULT 50/CS	MEDLINE INDUSTRIES, INC.	HUD1059	\$ 1.65	1/EA	\$ 42.45
2	023314	Rusch® Fixed Nasopharyngeal Airway, 14Fr	5	10/BX	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 14 FRENCH 10/BX RUSCH	Treflex	123314	\$ 3.26	1/EA	\$ 16.30
3	023316	Rusch® Fixed Nasopharyngeal Airway, 15mm x 16Fr	5	10/BX	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 16 FRENCH 10/BX RUSCH	Treflex	123316	\$ 3.26	1/EA	\$ 16.30
4	023318	Rusch® Fixed Nasopharyngeal Airway, 105mm x 18Fr	5	10/BX	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 18 FRENCH 10/BX RUSCH	Treflex	123318	\$ 3.26	1/EA	\$ 16.30
5	023320	Rusch® Fixed Nasopharyngeal Airway, 115mm x 20Fr	6	10/BX	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 20 FRENCH 10/BX RUSCH	Treflex	123320	\$ 3.26	1/EA	\$ 19.56
6	023322	Rusch® Fixed Nasopharyngeal Airway, 125mm x 22Fr	11	10/BX	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 22 FRENCH 10/BX RUSCH	Treflex	123322	\$ 3.26	1/EA	\$ 35.86
7	023322	Rusch® Fixed Nasopharyngeal Airway, 125mm x 22Fr	5	10/BX	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 22 FRENCH 10/BX RUSCH	Treflex	123322	\$ 3.26	1/EA	\$ 16.30
8	023324	Rusch® Fixed Nasopharyngeal Airway, 130mm x 24Fr	15	10/BX	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 24 FRENCH 10/BX RUSCH	Treflex	123324	\$ 3.26	1/EA	\$ 48.90
9	023326	Rusch® Fixed Nasopharyngeal Airway, 140mm x 26Fr	24	10/BX	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 26 FRENCH 10/BX RUSCH	Treflex	123326	\$ 3.26	1/EA	\$ 78.24
10	023326	Rusch® Fixed Nasopharyngeal Airway, 140mm x 26Fr	8	10/BX	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 26 FRENCH 10/BX RUSCH	Treflex	123326	\$ 3.26	1/EA	\$ 26.08
11	023328	Rusch® Fixed Nasopharyngeal Airway, 155mm x 28Fr	19	10/BX	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 28 FRENCH 10/BX RUSCH	Treflex	123328	\$ 3.26	1/EA	\$ 61.94
12	023328	Rusch® Fixed Nasopharyngeal Airway, 155mm x 28Fr	8	10/BX	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 28 FRENCH 10/BX RUSCH	Treflex	123328	\$ 3.26	1/EA	\$ 26.08
13	023330	Rusch® Fixed Nasopharyngeal Airway, 165mm x 30Fr	8	10/BX	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 30 FRENCH 10/BX RUSCH	Treflex	123330	\$ 3.26	1/EA	\$ 26.08
14	033322	Rusch® Fixed Nasopharyngeal Airway, 170mm x 32Fr	8	10/BX	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 32 FRENCH 10/BX RUSCH	Treflex	123332	\$ 3.26	1/EA	\$ 26.08
15	044-A500026SEA 11911	Amisur® Easy-User Bull Style, Ster. Sterile Rusch® Click Style All Brass Oxygen Regulator, CO2/BTV, 0 to 25 LPM, 3. Bar, Outlet, 2 JETS Outputs	2	50/CS	100% O2, ADULT 50/CS	AMISUR	A500026	\$ 3.00	1/EA	\$ 6.00
16	13-000-1	Polycharbonate Suction Catheter	2	10/PK	100% O2, ADULT 50/CS	INTERMEDICAL INC	A500026	\$ 3.00	1/EA	\$ 6.00
17	16284	Curajile® Click Style All Brass Oxygen Regulator, CO2/BTV, 0 to 25 LPM, 3. Bar, Outlet, 2 JETS Outputs	15	1/EA	Wrench, Metric 1/4 and 1/2 inch, polycarbonate, standard 30mm/1.5	TREX	WVR-1	\$ 1.09	1/EA	\$ 16.35
18	14384	Oxygen Regulator, CGA 870 Standard, 0 to 25Lpm, with Hose Barb and 2, DISS	15	1/EA	Curajile® Oxygen Regulator, All-Brass, 3 DISS, 1 Barb, CGA870	TECHNOLOGIES CO,	88508724-010	\$ 1.16	1/EA	\$ 17.40
19	17729	Smart Caprolin® Plus, Oral-Nasal, 6.5H O2 Tubing Female Connector, Adult/Intermediate, 100/box	68	100/BX	Smart Caprolin® Plus, Oral-Nasal, 6.5H O2 Tubing Female Connector, Adult/Intermediate, 100/box	MEDTRONIC (Covidien)	286MR-2BLV2	\$ 40.61	1/EA	\$ 609.15
20	2113-10290	Curajile® Select Endotracheal Tube with Stylet, 9mm Sira	2	10/BX	Curajile® Select Endotracheal Tube with Stylet, 9.0mm, Curved Endotracheal Tube w/Stylet, 28 Fr, 7.0mm, Radopaque Strip, 100/box 10/1/cs	MVA01000	2113-10290	\$ 7.43	1/EA	\$ 14.86
21	2113-36024	Curved Endotracheal Tube with Stylet, 24Fr, 6.0mm	6	10/BX	Curved Endotracheal Tube w/Stylet, 24 Fr, 6.0mm, Radopaque Strip, Curved, Murphy, 100/box	TREE	2113-10290	\$ 1.48	1/EA	\$ 8.88
22	2113-37028	Curved Endotracheal Tube with Stylet, 28Fr, 7.0mm	6	10/BX	Curved Endotracheal Tube w/Stylet, 28 Fr, 7.0mm, Radopaque Strip, Curved, Murphy, 100/box	SUN MED	1-2343-60	\$ 2.31	1/EA	\$ 13.86
23	2113-37530	Curved Endotracheal Tube with Stylet, 30Fr, 7.5mm	6	10/BX	Curved Endotracheal Tube w/Stylet, 30 Fr, 7.5mm, Radopaque Strip, Curved, Murphy, 100/box	SUN MED	1-2343-70	\$ 2.31	1/EA	\$ 13.86
24	2113-38534	Curved Endotracheal Tube with Stylet, 34Fr, 8.5mm	6	10/BX	Curved Endotracheal Tube w/Stylet, 34 Fr, 8.5mm, Radopaque Strip, Curved, Murphy, 100/box	SUN MED	1-2343-75	\$ 2.31	1/EA	\$ 13.86
25	2114-08201	Level® Supraglottic Airway, Size 1, Neonatal	6	10/CS	Level® Supraglottic Airway for Neonates (Size 1) 5-11 LBS (2-5 KG) 10EA/CS	SUN MED	1-7343-85	\$ 2.81	1/EA	\$ 16.86
26	2114-08202	Level® Supraglottic Airway, Size 2, Small Pediatric	4	10/CS	Level® Supraglottic Airway for Infants (Size 2) 11-25 LBS (5-11 KG) 10EA/CS	INCORPORATED	8201000	\$ 14.55	1/EA	\$ 58.20
27	2114-08215	Level® Supraglottic Airway, Size 3.5, Infant	9	10/CS	Level® Supraglottic Airway for Infants (Size 3.5) 11-25 LBS (5-11 KG) 10EA/CS	INCORPORATED	8202000	\$ 14.55	1/EA	\$ 130.95
28	2114-08225	Level® Supraglottic Airway, Size 2.5, Large Pediatric	6	10/CS	Level® Supraglottic Airway for Large Pediatrics (Size 2.5) 55-77 LBS (25-35 KG) 10EA/CS	INCORPORATED	8215000	\$ 14.55	1/EA	\$ 87.30
29	2114-87301	Level®02 Reus Pack, Size 3, Small Adult	29	6/CS	Level®02 Reus Pack, 3M Adult, incl size 3 1/2gel O2, Lube, Strip, for Pts 30-60 kg, 6ea/cs	INCORPORATED	8225000	\$ 14.55	1/EA	\$ 422.76
30	2114-87302	Level®02 Reus Pack, Size 4, Medium Adult	42	6/CS	Level®02 Reus Pack, MED Adult, incl size 4 1/2gel O2, Lube, Strip, for Pts 30-60 kg, 6ea/cs	INCORPORATED	8203040	\$ 24.24	1/EA	\$ 1018.48
31	2114-87303	Level®02 Reus Pack, Size 5, Large Adult	17	6/CS	Level®02 Reus Pack, LG Adult, incl size 5 1/2gel O2, Lube, Strip, for Pts 90 plus kg, 6ea/cs	INCORPORATED	8204040	\$ 24.24	1/EA	\$ 412.08
32	2114-87303	King Vision Video Laryngoscope Blade, Chamber, Plug, 18mm, w/White LED, Digital CMOS Camera, 10ea/cs	8	10/CS	King Vision Video Laryngoscope Blade, Chamber, Plug, 18mm, w/White LED, Digital CMOS Camera, 10ea/cs	INCORPORATED	8205040	\$ 24.24	1/EA	\$ 193.92
33	2170-20300	Curajile® DART, No Suction	22	25/CS	Curajile® DART, No Suction, Latex Free 1/EA 25EA/CS	AMRU	KVL03C	\$ 39.55	1/EA	\$ 870.10
34	2113-00002	Suction Catheter, SSCOR DuCanto Catheter* 17EA 50EA/CS	8	50/CS	Suction Catheter, SSCOR DuCanto Catheter 17EA 50EA/CS	TREE	200-00002C	\$ 3.99	1/EA	\$ 31.92
35	2113-00002	Vacuum Tube, for use with LCSU 4.800ml	41	1/EA	Vacuum Tube for use with LCSU 4.800ml	SSCOR, INC.	200-00002C	\$ 2.45	1/EA	\$ 100.05
36	2213-06688	AC/DC Adapter Charger with AC Plug, Kit	10	1/EA	AC/DC Adapter Charger with AC Plug, Kit	LAERAL MEDICAL CORP.	886106	\$ 12.73	1/EA	\$ 127.30
37	2213-92912	56mm Sump Tube, 12 Fr, 48 inch, 50ea/cs	200	5	56mm Sump Tube, 12 Fr, 48 inch, 50ea/cs	LAERAL MEDICAL CORPORATION	886111	\$ 167.73	1/EA	\$ 33546.00
38	2213-92912	56mm Sump Tube, 12 Fr, 48 inch, 50ea/cs	200	5	56mm Sump Tube, 12 Fr, 48 inch, 50ea/cs	CARDINAL HEALTH	888264929	\$ 2.21	1/EA	\$ 442.00

Item List for Durham County EMS
Medical Supplies for Durham County Emergency Medical Services

Item #	Durham County EMS Vendor Item	Durham County EMS Qty	Durham County EMS Unit	Item Description	Quantity	Manufacturer Name	Vendor Part #	Unit Price	Total Price
39	Oxygen Nasal Cannula, Curved, Non-Flare, Infant	10	50/CS	Oxygen Nasal Cannula, Infant, 7 ft, 3 channel, soft, disposable	10	SUN MED	1307	\$ 500	\$ 5,000.00
40	Double Swivel Elbow Oxygen Connector, 15M-22M/15F	2	120/CS	Double Swivel Elbow Oxygen Connector	2	INTERMEDICAL, INC.	1897000	\$ 240	\$ 480.00
41	Exel Surface, 1M, TR, Lock, Box of 100	3	1,000/CS	SYNQUE AM, TR W/LUER LOCK TIP 100/BX 100X/CS	3	EKEL INTERNATIONAL	26050	\$ 163.7	\$ 491.10
42	Curaplex* Nasal Cannula, Pediatric	1	50/CS	Curaplex Oxygen Nasal Cannula, Pediatric, Conventional, Green, 7 ft Tubing, 50ea/cs	1	CURAPLEX BY BOUND	30056	\$ 84.00	\$ 84.00
43	Curaplex* Nasal Cannula, Clear, Adult	20	50/CS	Curaplex Oxygen Nasal Cannula, Adult, Conventional, Clear, Non-Flare, 7 ft Tubing, 50ea/cs	20	CURAPLEX BY BOUND	30056	\$ 45.00	\$ 900.00
44	Curaplex* Suction Catheter, 8Fr	2	50/CS	Curaplex Suction Catheter, 8 Fr, Whistle Tip and Thumb Control	2	CURAPLEX BY BOUND	36091	\$ 100	\$ 200.00
45	Curaplex* Suction Catheter, 10Fr	2	50/CS	Curaplex Suction Catheter, 10 Fr, Whistle Tip and Thumb Control	2	CURAPLEX BY BOUND	36092	\$ 100	\$ 200.00
46	Curaplex* Suction Catheter, 12Fr	2	50/CS	Curaplex Suction Catheter, 12 Fr, Whistle Tip and Thumb Control	2	CURAPLEX BY BOUND	36093	\$ 100	\$ 200.00
47	Curaplex* Suction Catheter, 14Fr	2	50/CS	Curaplex Suction Catheter, 14 Fr, Whistle Tip and Thumb Control	2	CURAPLEX BY BOUND	36094	\$ 100	\$ 200.00
48	Curaplex* Suction Catheter, 18Fr	1	50/CS	Curaplex Suction Catheter, 18 Fr, Whistle Tip and Thumb Control	1	CURAPLEX BY BOUND	36096	\$ 50	\$ 50.00
49	Elongated Aerosol Mask without Tubing, Pediatric Smart Bag* MO with Cuffed Mask, Oxygen Reservoir and Tubing, Child	5	50/CS	MASK ELONGATED AEROSOL WITHOUT TUBING PEDIATRIC 50/CS Manual resuscitator 8MM, SMART BAG MO, child, with inflated cuffed facemask, disposable, 12 cs	5	O-TWO MEDICAL TECHNOLOGIES INC	HUD1085	\$ 250	\$ 1,250.00
50	Click Style Oxygen Dial Flowmeter, 0 to 15LPM, 1/8 NPT Female Inlet Connector	4	12/CS	Oxygen flowmeter, click style, 0-15 LPM, 1/8 NPT female inlet (no adapter)	4	PRECISION MEDICAL	O18M3211-MD-CS	\$ 48	\$ 192.00
51	Cuffed Endotracheal Tube, 3.0Fr, Size	15	1/EA	Endotracheal tube, 3.4 Fr, 8.5 mm, cuffed, Murphy, radiopaque strip, smooth tube tip, sterile, disp	15	SUN MED	7MFA1001	\$ 575.40	\$ 8,631.00
52	Cuffed Endotracheal Tube with Stylette, 26Fr, 6.5mm	6	10/BX	Endotracheal tube w/Stylette, 26 Fr, 6.5mm, Radiopaque Strip, Cuffed, Murphy, 10ea/bx	6	SUN MED	1-7343-85	\$ 60	\$ 360.00
53	Cuffed Endotracheal Tube with Stylette, 26Fr, 6.5mm	6	10/BX	Endotracheal tube w/Stylette, 26 Fr, 6.5mm, Radiopaque Strip, Cuffed, Murphy, 10ea/bx	6	SUN MED	1-7343-65	\$ 60	\$ 360.00
54	Cuffed Endotracheal Tube with Stylette, 36Fr, 9.0mm	8	10/BX	Endotracheal tube w/Stylette, 36 Fr, 9.0mm, Radiopaque Strip, Cuffed, Murphy, 10ea/bx	8	SUN MED	1-7343-90	\$ 80	\$ 640.00
55	Endotracheal Tube Introducer, Adult, 15Fr x 70cm, Coniote, 1/8	21	10/PK	ET TUBE INTRODUCER W/COUDE TIP 15FR X 70CM 1EA 10EA/PK	21	MEDLINE INDUSTRIES, INC.	9 02122-70	\$ 210	\$ 4,410.00
56	Elongated Aerosol Mask without Tubing, Adult	20	50/CS	MASK AEROSOL ELONGATED ADULT 50/CS	20	INC.	HUD1083	\$ 1,000	\$ 20,000.00
57	Rush* Cushion Face Mask Without Valve, Infant, Size 1	3	10/BX	CUSHION FACE MASK, NO VALVE, DISPOSABLE INFANT 30/BX	3	TELEFLEX LLC	1581000	\$ 90	\$ 270.00
58	Agility* Suction Tube, with Molded Connector, 1.4in x 6ft	8	50/CS	SUCTION TUBING 1/4 IN X 6 FT 50EA/CS	8	CARDINAL HEALTH	8888301606	\$ 400	\$ 3,200.00
59	Oxygen Regulator, 0 to 25lpm, Barb and 2 HISS Power Take-offs	20	1/EA	Oxygen Regulator, 0-25 Liter 2 HISS, Blue	20	MERET	AREG8725-82D-BU	\$ 20	\$ 400.00
60	Nonrebreathing Oxygen Mask with Safety Vent, 7R Tubing, Pediatric	3	50/CS	MASK PARTIAL NON REBREATHING PEDIATRIC 50/CS 1058	3	INC.	HUD1058	\$ 150	\$ 450.00
61	Suction Canister, Disposable, 800cc	33	24/CS	SUCTION CANISTER DISP 800CC 1/EA 24EA/CS	33	DYNAREX CORPORATION	92200	\$ 792	\$ 26,256.00
62	FilterLine* H Set CO2 Sampling Line, Disposable, Adult/Pediatric	58	25/BX	FILTERLINE H SET ADULT/PEDIATRIC AIRWAY ADAPTER 25EA/BX	58	MEDTRONIC (Covidien)	MVAH	\$ 1,450	\$ 84,100.00
63	Curaplex* Miller Laryngoscope Blade, Size 0	1	20/BX	Curaplex Select Laryngoscope Blade, Miller 0, LED, Disposable 20ea/bx	1	CURAPLEX BY BOUND	2145-13501	\$ 20	\$ 20.00
64	Curaplex* Miller Laryngoscope Blade, Size 1	1	20/BX	Curaplex Select Laryngoscope Blade, Miller 1, LED, Disposable 20ea/bx	1	CURAPLEX BY BOUND	2145-13502	\$ 20	\$ 20.00
65	Curaplex* Miller Laryngoscope Blade, Size 2	1	20/BX	Curaplex Select Laryngoscope Blade, Miller 2, LED, Disposable 20ea/bx	1	CURAPLEX BY BOUND	2145-13503	\$ 20	\$ 20.00
66	Curaplex* Miller Laryngoscope Blade, Size 3	1	20/BX	Curaplex Select Laryngoscope Blade, Miller 3, LED, Disposable 20ea/bx	1	CURAPLEX BY BOUND	2145-13504	\$ 20	\$ 20.00
67	Curaplex* Miller Laryngoscope Blade, Size 4	1	20/BX	Curaplex Select Laryngoscope Blade, Miller 4, LED, Disposable 20ea/bx	1	CURAPLEX BY BOUND	2145-13505	\$ 20	\$ 20.00
68	Zoll Medical Multi-Function Defibrillator Pad, Leads In, Pediatric (Infant) < 10kg (22 lbs)	18	10/CS	Curaplex Select Multi-Function Defibr Pad, Zoll Pediatric/Infant <10KG (22 LBS) 10ea/cs	18	FREE	6600202H	\$ 180	\$ 3,240.00
69	Ambu* BlueSensor SP, 50 Pouch	110	2000/C	Ambu BlueSensor SP, Medium Size, Pediatric/Adult, Foam 50/pk 20ea/bx 2ba/cs	110	AMBU	SP-00-S/50	\$ 4,400	\$ 484,000.00
70	FlexiPort* Reusable Blood Pressure Cuff with 2 Tube Locking Connector, Size 9 Child, 15 to 23cm	30	1/EA	BP Cuff, FlexiPort, Size 9 Child, Reusable, Two Tube Locking Connector	30	WEICH ALLY, INC.	REUSE09-2MH	\$ 30	\$ 900.00
71	FlexiPort* Reusable Blood Pressure Cuff with 2 Tube Locking Connector, Size 10 Small Adult, 20 to 28cm	25	1/EA	BP Cuff, FlexiPort, Size 10 Small Adult, Reusable, Two Tube Locking Connector	25	WEICH ALLY, INC.	REUSE10-2MQ	\$ 25	\$ 625.00
72	FlexiPort* Reusable Blood Pressure Cuff with 2 Tube Locking Connector, Size 11 Adult, 25 to 34cm	25	1/EA	BP Cuff, FlexiPort, Size 11 Adult, Reusable, Two Tube Locking Connector	25	WEICH ALLY, INC.	REUSE11-2MU	\$ 25	\$ 625.00
73	FlexiPort* Reusable Blood Pressure Cuff with 2 Tube Locking Connector, Adult Long, Size 11L	30	1/EA	BP Cuff, FlexiPort, Size 11L Adult Long, Reusable, Two Tube Locking Connector	30	WEICH ALLY, INC.	REUSE11L-2MQ	\$ 30	\$ 900.00
74	FlexiPort* Reusable Blood Pressure Cuff with 2 Tube Locking Connector, Size 12 Large Adult, 32 to 43cm	45	1/EA	BP Cuff, FlexiPort, Size 12 LG Adult, Reusable, Two Tube Locking Connector	45	WEICH ALLY, INC.	REUSE12-2MQ	\$ 45	\$ 1,575.00
75	FlexiPort* Reusable Blood Pressure Cuff with 2 Tube Locking Connector, Size 13 Thigh, 40 to 55cm	8	1/EA	BP Cuff, FlexiPort, Size 13 Thigh, Reusable, Two Tube Locking Connector	8	WEICH ALLY, INC.	REUSE13-2MQ	\$ 8	\$ 64.00
76	Rainbow* Reusable DCI Spot-Check Sensor, 3Fr Cable	10	1/EA	Maximo Rainbow DCI, Adult Reusable Sensor, 20 pin Connector, 3 Fr, 3m/CS, 3Fr/Max, 3m/2 Zoll CPR Stat Pad, HVP Multi-Function CPR Electrodes, for Zoll M, E, X, R Series, AED Plus/Pro 1/PK	10	MASIMO	2696	\$ 617.65	\$ 6,176.50
77	Stat Pad* HVP Multi-Function CPR Electrodes, Adult	496	1/PR	ZOLL MEDICAL CORP.	496	ZOLL MEDICAL CORP.	8900-0402	\$ 496	\$ 40,354.56

Item List for Durham County EMS
 Medical Supplies for Durham County Emergency Medical Services

Item #	Durham County EMS Vendor Item #	Durham County EMS Item Description	Durham County EMS Qty	Durham County EMS UOM	Brand Name	Brand Description	Vendor Name	Vendor Item #	Quantity Price #	Unit Price	Quantity	Unit Price	
118	82305916	SafesGlide™ Shielding Hypodermic Needle, 25 ga x 1 1/2 in	4	500/CS		Needle Hypodermic, SafesGlide, 25 ga x 1 1/2 in, with shielding mechanism, 500ea/cs (50/bx, 10bx/cs)	Becton Dickinson	305916	\$	0.28	1/EA	2000	\$ 560.00
119	82305917	SafesGlide™ Shielding Hypodermic Needle, 21 ga x 1 1/2 in	7	500/CS		Needle Hypodermic, SafesGlide, 21 ga x 1 1/2 in, with shielding mechanism, 500ea/cs (50/bx, 10bx/cs)	Becton Dickinson MED PLUS SERVICES USA	305917 PDI 065172	\$	0.28	1/EA	3500	\$ 980.00
120	1061-17517	PDI Super-Sani-Cloth Alcohol Disinfectant Wipes, Large, 6in x 6in	45	1920/CS		PDI SUPER-SANI CLOTH WIPES 6 IN X 6 IN - 160/TB 12/TB/CS	INTERNATIONAL - IMPORT		\$	6.45	160/1B	540	\$ 3,483.00
121	1071-17367	Curajile® Multi-Purpose Collection Bag, with Hook	8	180/CS		Curajile, Multi-Purpose, Collection Bag, with Hook 17 1/4 x 14 1/4 x 10 1/4	CURAPLEX BY BOUND TREE	1071-17367	\$	10.20	12/PK	320	\$ 3,264.00
122	12945	Curajile® Malar Emergency Blanket, 32in x 82in, Silver	4	200/CS		Curajile Blanket, Silver Malar Emergency, 32 in x 82 in, 200ea/cs (10ea/50pk)	12945	\$	0.46	1/EA	800	\$ 368.00	
123	1394-OR	2-piece Economy Poly Strap with Fabric-Side Release and Plastic Swivel Spaced Clin. End, 5/8 L x 2 in W, Orange	280	1/EA		Release, Plastic Swivel Spaced Clin	DICK MEDICAL SUPPLY	479520R	\$	4.68	1/EA	280	\$ 1,310.40
124	2422-20000	Sujata® Double Swivel Cervical Mount, 22mm ID, Flip Top Cap	4	75/CS		DD 15mm ID and Part 1 EA 75EA/CS	INTERMEDICAL INC	3520000	\$	2.05	1/EA	300	\$ 615.00
125	252-00818	63 Breather Pack, Red	6	1/EA		STATPACKS Vial Stand, 10 ea 5 Vials of Any Size, Vector Hook on Back, Red 4PK 1 ea Each	STATPACKS, INC.	635008RE	\$	230.31	1/EA	6	\$ 1,381.86
126	2530-25018	63 Vial Stand Holder, 4-Pack	10	4/EA		STATPACKS Vial Stand, 10 ea 5 Vials of Any Size, Vector Hook on Back, Red 4PK 1 ea Each	STATPACKS, INC.	631088VS	\$	21.71	4/EA	10	\$ 217.10
127	4440010	Curajile® Chest/Arrest Kit, 5-2665 Standard	3	35/CS		CURAPLEX BY BOUND	4440010	\$	7.63	1/EA	105	\$ 801.15	
128	F662BAG	Diysable Ocular Kit	31	1/EA		CUR KIT DISPOSABLE IN BAG 10 CS	DYNAREX CORPORATION	4902	\$	7.28	1/EA	45	\$ 254.80
129	3246-12345	Curajile® Patient Transporter, 1800lb Capacity, 14 Handles	1	1/EA		Curajile Patient Transporter, 1800 lb Capacity, 14 Handles, 10ea/cs x 80 inch SEA 5EA/CS	CURAPLEX BY BOUND TREE	3246-12345	\$	12.57	1/EA	1	\$ 12.57
130	3246-44110	TITAN™ Black	115	5/CS		ACR Baby - ACR XS Baby Including Straps	QUANTUM EMS SOLUTIONS	4470011	\$	50.76	1/EA	575	\$ 2,917.00
131	3250-20210	ACR Baby, w/ Straps, XS/Baby	10	1/EA		ACR Baby - ACR XS Baby Including Straps	QUANTUM EMS SOLUTIONS	4470011	\$	253.46	1/EA	10	\$ 2,534.60
132	325074906	Ferno Non-Dependent Restraint System, Neonatal	10	1/EA		Ferno Non-Dependent Restraint System	AMERICAN	0374906	\$	62.87	1/EA	10	\$ 628.70
133	170761	Prosphing™ 700 Pediatric Aneroid Sphygmomanometer, Size 12 Large Adult, 34 to 50mm, Black, Case	15	1/EA		Prosphing 700 Pediatric Aneroid Sphygmomanometer, Size 12 Large Adult, 34 to 50mm, Black, Case	DIAGNOSTIC CORP, AMERICAN	760-12X8K	\$	20.03	1/EA	15	\$ 300.45
134	170765	Prosphing™ 700 Pediatric Aneroid Sphygmomanometer, Size 11 Adult, 22 to 40cm, Navy Blue, Case	10	1/EA		Prosphing 700 Pediatric Aneroid Sphygmomanometer, Size 11 Adult, 22 to 40cm, Navy Blue, Case	DIAGNOSTIC CORP, AMERICAN	760-11AN	\$	16.53	1/EA	20	\$ 330.60
135	2731-14605	Disposable Probe Covers, For Thermocan PRO 6000 Ear Thermometer, Non-Reusable*	8	5000/CS		Disposable 200lb 12 5/8 x 5 1/2 x 5 1/2	WELCH ALLYN, INC., CAMBRIDGE SENSORS	06000-005	\$	13.40	200/BX	700	\$ 2,680.00
136	2761-12002	Interdot® Xtra Hill Control Solutions	50	1/EA		Mik rodot Xtra Hill Control Solutions	USA, LLC	120-02	\$	12.13	1/EA	50	\$ 606.50
137	2761-20050	Interdot® Xtra Test Strip, 50 Count Bottle	387	1/EA		Mik rodot Xtra Test Strips 50 count bot *Approved for Multipatient Use*	CAMBRIDGE SENSORS	200-50	\$	18.40	1/EA	387	\$ 7,120.80
138	2761-07071	Curajile® Safety Lancet, 21 Gauge, Green	3	4800/CS		Curajile Safety Lancet 21g 100/BX 4800/CS	USA, LLC	200-50	\$	6.37	100/BX	144	\$ 917.28
139	080110	Premium Cloth Adhesive Surgical Tape, 3in x 1in W	3	144/CS		TAPE ADHESIVE CLOTH 1 IN X 10 YARDS 12 BX 12BX/CS	TREE	512116-2764-7072	\$	8.94	12/BX	36	\$ 312.24
140	082128	Stretch Gauze Bandage Roll, 3in W x 4 1/2 L	14	96/CS		GAUZE STRETCH CONFORMING 3 IN NON-STERILE 12 1/2 BG 8BG/CS	DYNAREX CORPORATION	3103	\$	1.18	12/BG	112	\$ 132.16
141	083191P	Combine Pad, 5in L x 4in W	1	400/CS		Dressing, Abdominal, Combine Pad, Sterile, 5 in x 9 in 20/pk 20pk/cs	CORPORATION	3501	\$	2.31	20/PK	20	\$ 46.20
142	083402	Shear Strip Adhesive Bandage, Plastic, 1in x 3in	8	2400/CS		BANDAGE ADHESIVE 1 IN X 3 IN STERILE 100/BX 2400/CS	CORPORATION	3602	\$	1.37	100/BX	192	\$ 263.04
143	085810	Combline Abdominal Pad, 6in x 10in	3	320/CS		ABDOMINAL PADS STERILE 6 IN X 10 IN 20/TB 1670/CS COMBINE	DUKAL CORP	5810	\$	5.42	20/TB	48	\$ 260.16
144	087770	Dermacore™ Gauze Sponge, 2in x 2in	9	3000/CS		GAUZE SPONGE, DERMACORE, STERILE 6 PLY 2 IN X 2 IN 7/PK	CARDINAL HEALTH	441211	\$	1.79	100/BX	270	\$ 481.30
145	1110-14008	Curajile® Cloth Tape, 2 in x 10 yds	7	72/CS		Curajile Cloth (Silk) White Adhesive Tape, 10 yds, 2 inch 6/box, 12/bx/cs	CURAPLEX BY BOUND TREE	1841-14008	\$	8.15	6/BX	84	\$ 684.60
146	1110-14004	Curajile® Cloth Tape, 3 in x 10 yds	3	48/CS		Curajile Cloth (Silk) White Adhesive Tape, 10 yds, 3 inch 4/box, 12/bx/cs	CURAPLEX BY BOUND TREE	1841-14009	\$	8.15	4/BX	60	\$ 489.00
147	1121-36571	Curajile® Cohesive Elastic Bandage, 2in, Blue	6	216/CS		SEE NOTES* Curajile Cohesive Elastic Bandage, 2 in, Blue, Latex Free 564/box 6/bx/cs	CURAPLEX BY BOUND TREE	1131-36571	\$	14.48	36/BX	36	\$ 521.28
148	1121-36572	Curajile® Cohesive Elastic Bandage, 3in, Blue	3	144/CS		SEE NOTES* Curajile Cohesive Elastic Bandage, 3 in, Blue, Latex Free 244/box 6/bx/cs	CURAPLEX BY BOUND TREE	1131-36572	\$	14.48	48/BX	18	\$ 260.64
149	1214-135034	QuikClot Combat Hemostatic Gauze, Black, 3in x 4yd	200	1/EA		QuikClot Combat Gauze, LE 7xFold, 3 inch x 4 yds, Black Packaging, Tourniquet, SOF TOURNIQUET, Extremely Tourniquet, Black, 1.5 in Width	TELEFLEX TACTICAL MEDICAL SOLUTIONS LLC	350	\$	34.57	1/EA	200	\$ 6,914.00
150	1520-40009	SOF Extremely Tourniquet, Black	170	1/EA		Tourniquet, SOF TOURNIQUET, Extremely Tourniquet, Black, 1.5 in Width	TACTICAL MEDICAL SOLUTIONS LLC	84-0009	\$	21.25	1/EA	170	\$ 3,612.50
151	1520-40010	SOF™ extremely Tourniquet, Rescue Orange	10	1/EA		Tourniquet, SOF TOURNIQUET, Extremely Tourniquet, Rescue Orange, 1.5 in width	TACTICAL MEDICAL SOLUTIONS LLC	84-0010	\$	21.25	1/EA	50	\$ 1,062.50
152	1431-61000	Curajile® Cold Pack, Medium, 6.69in x 6.69in	14	150/CS		Curajile Cold Pack - 1.75 in x 1.75 in 5EA/CS	TEMPO MEDICAL	1431-77000	\$	0.52	1/EA	900	\$ 468.00
153	1431-67000	Curajile® Hot Pack, Large, 6.69in x 7.5in	10	150/CS		Curajile Hot Pack - Large 1 EA 5EA/CS *1/2ZMATT* (Gauze envelope back economy, 4 in x 4 in, 8 W, sterile) 2/PK, 50pk/bx, 12/bx/cs	TEMPO MEDICAL	1432-77000-T	\$	0.50	1/EA	500	\$ 250.00
154	276-8502PK	Gauze Sponge, 8 1/4 in x 4 in	7	1300/CS		Gauze sponge back economy, 4 in x 4 in, 8 W, sterile) 2/PK, 50pk/bx, 12/bx/cs	TEMPO MEDICAL	8502	\$	0.08	2/PK	4200	\$ 336.00
155	2811-01524	Curajile® Paraffinlic Shears 7.5in, Black	1	200/CS		Curajile EMS Shears, Black, 7.5in 1 EA 200EA/CS	CURAPLEX BY BOUND TREE	2811-01524	\$	0.74	1/EA	200	\$ 148.00

Item List for Durham County EMS
Medical Supplies for Durham County Emergency Medical Services

Line ID	Durham County EMS Vendor Item #	Durham County EMS Item Description	Durham County EMS Qty	Durham County EMS UOM	Item #	Item Description	Vendor Name	Vendor Item #	Unit Price	Quantity	Extended Price
156	3014-19528	Adults/Infant, Moldable, Rolled, Red, 4.25in x 36in	4	50/CS	3014-19528	Spine, Multicolor, 4.25 in x 36 in Rollers, Red/Charcoal, Moldable, 50/cs	COMPEX CORPORATION	3538	\$ 298.79	50/CS	\$ 795.10
157	3144-91010	Cervical* Instant Head Immobilizer, Adult	4	20/CS	3144-91010	Complete Head Immobilizer, Adult, Red/White and Cloth Straps, 100/cs	CURALEX BY BOUND FINE	RT-91010	\$ 3.70	1/EA	\$ 296.00
158	3151-03161	Cervical* Extrication Collar, Adult, 6 Settling	66	30/CS	3151-03161	Complete Extrication Collar, Adult, Single use, Adjustable, 6 Settling Straps	CURALEX BY BOUND FINE	472003000	\$ 3.99	1/EA	\$ 7,900.20
159	3151-03163	Cervical* Extrication Collar, Mini, 6 Settling	4	30/CS	3151-03163	Complete Extrication Collar, Mini, Single use, Adjustable, 6 Settling Straps	CURALEX BY BOUND FINE	472004000	\$ 3.99	1/EA	\$ 478.80
160	3159-0011	Artic* Sterile Water Solution For Irrigation, 500ml *Non-Reusable*	12	16/CS	3159001	STERILE WATER FOR IRRIGATION 500ML, 16EA/CS ABRAXON	B. BRAUN MEDICAL, INC	RS001-01	\$ 2.50	1/EA	\$ 480.00
161	607113	Sterile Water Solution For Irrigation, 500ml *Non-Reusable*	5	16/CS	607113	Sterile Water for Irrigation, 500ml Plastic Four Bottle, 16ea/cs	BAWTER HEALTHCARE-DIVIS	27113	\$ 3.01	1/EA	\$ 270.60
162	665565	SAM Peviv-Sling* Jj, Orange/Blue, Small	10	1/FA	665565	5000 Peviv-Sling, Jj, Small, 27x47 in Strap 2400/cs	SAMI MEDICAL	RS3000B-EN	\$ 63.04	1/EA	\$ 630.40
163	665567	SAM Peviv-Sling* Jj, Orange/Blue, Large	10	1/FA	665567	5000 Peviv-Sling, Jj, Large, 35-54 in Strap 2400/cs	SAMI MEDICAL	RS3000B-EN	\$ 63.04	1/EA	\$ 630.40
164	7018-962	Drapone* Silk-like Surgical Tape, 10rd L x 4in W	6	120/CS	7018-962	3M Tape, Surgical, Drape, 1 in x 10 Yrd, Adhesive, Latex Free, 12/box, 100/cs	3M	1538-1	\$ 8.83	12/BOX	\$ 529.80
165	12704	Large* Emergency Bandage, Green, 4in	3	100/CS	12704	BANDAGE EMERGENCY OLIVE DRAB 4 IN 100/CS ISRAELI BANDAGE AS for Nuclei Decompression, 24 ga x 3.25 in, w/Protective Coe, Orange Band/Tab	ParSis Medical NORTH AMERICAN	FCFL-01	\$ 7.22	1/EA	\$ 2,166.00
166	NARZ-0056	ABS* Needle Decompression Kit, 14 Gauge	100	1/FA	NARZ-0056	ANSELL HEALTHCARE Orange Band/Tab	ANSELL HEALTHCARE RESCUE PRODUCTS	ZZ-0056	\$ 9.04	1/EA	\$ 904.00
167	1015-29070	MICRO-TOUCH* Nitrile Exam Gloves, Royal Blue, Small	40	1000/CS	US220S	Gloves UltraSense 3M Nitrile Powder Free 100/box 15cm/7.5	ANSELL HEALTHCARE PRODUCTS LLC	US220-S	\$ 6.14	100/BX	\$ 2,456.00
168	1015-29080	MICRO-TOUCH* Nitrile Exam Gloves, Royal Blue, Medium	115	1000/CS	US220M	Gloves UltraSense MFD Nitrile Powder Free 100/box 18cm/7.5	ANSELL HEALTHCARE PRODUCTS LLC	US220-M	\$ 6.14	100/BX	\$ 7,061.00
169	1015-29090	MICRO-TOUCH* Nitrile Exam Gloves, Royal Blue, Large	65	1000/CS	US220L	Gloves UltraSense LG Nitrile Powder Free 100/box 18cm/7.5	ANSELL HEALTHCARE PRODUCTS LLC	US220-L	\$ 6.14	100/BX	\$ 3,991.00
170	1015-29100	MICRO-TOUCH* Nitrile Exam Gloves, Royal Blue, X-Large	10	1000/CS	US220XL	Gloves UltraSense XL Nitrile Powder Free 100/box 18cm/7.5	ANSELL HEALTHCARE PRODUCTS LLC	US220-XL	\$ 6.14	100/BX	\$ 614.00
171	1031-87559	ProDefense* Face Mask, Level 2, 3-Ply, Earloops, Blue	13	300/CS	1031-91422	Face Mask 3-Ply, Earloops, Blue ASTM Level II, 50/box, 6B/CS	CORPORATION/GRANA M MEDICAL	31422	\$ 6.88	50/BX	\$ 536.64
172	US220M	UltraSense* Exam Gloves, Blue, Medium	3	1000/CS	US220M	Gloves UltraSense MFD Nitrile Powder Free 100/box 18cm/7.5	ANSELL HEALTHCARE PRODUCTS LLC	US220-M	\$ 6.14	100/BX	\$ 184.20



Arizona State Board of Pharmacy

Physical Address: 1110 W. Washington St., Suite 260,
Phoenix, AZ 85007

Mailing Address: P.O. Box 18520, Phoenix, AZ 85005
(P): 602-771-2727 (F): 602-771-2749 www.azpharmacy.gov

CERTIFICATION OF ARIZONA STATE BOARD OF PHARMACY PERMIT FOR THE ENTITY LISTED BELOW :

This document is not a license/permit but serves as the primary source of verification.

Name : BOUND TREE MEDICAL, LLC
Address : 2911 S GREAT SW PARKWAY 200B GRAND
PRAIRIE TX 75052
License No : W003690
Permit Type : Wholesaler
Sub Type : Full Service
Date Issued : 09/08/2022
Expiration Date : 10/31/2023
Status : OPEN
Discipline : No



Kam Gandhi

Executive Director
Arizona State Board of Pharmacy

Date: 10/05/2022

- * Please contact this office immediately if any information on this license is incorrect.
- * This license must be displayed at the address licensed.
- * The license renewal application and fee are due every two years BEFORE the anniversary date. Please note that it is the responsibility of the license holder to remit the licensure fee before the expiration date, whether a payment notice is received or not. Failure to submit the renewal fee before the expiration date will result in a \$100.00 delinquency fee for each location and must be remitted before the license will be issued.
- * A license that is amended, including a change of name, ownership, legal entity, or a notification of a change in the location of a licensed place of business will require submission of new application and fee. Applications for these changes can be downloaded from our website at www.dshs.texas.gov.
- * Please submit written notice if you close or sell your business.
- * If you have any questions or desire additional information concerning the application process or this license, please contact the Drug and Device Business Filing and Verification Unit at (512) 834-6727. In order to serve you better, DSHS would like you to complete the short online survey at: <https://www.surveymonkey.com/r/RLUsurvey>. The information you provide will assist DSHS in its efforts to continually improve and become more responsive to the needs of its customers. Thank you in advance for your cooperation.

BOUND TREE MEDICAL ATTN REGULATORY
 5000 TUTTLE CROSSING BLVD
 DUBLIN OH 43016



**TEXAS DEPARTMENT OF STATE HEALTH SERVICES
 REGULATORY LICENSING UNIT**

BOUND TREE MEDICAL LLC
 2911 S GREAT SW PKWY STE 200B
 GRAND PRAIRIE, TX 75052

Pursuant to Health and Safety Code Chapter 431 (Food Drug, Device, and Cosmetic Act) and Title 25 of the Texas Administrative Code, and in reliance on statements and representations made by licensee, the licensee shall be subject to all applicable rules, regulations and orders of the Texas Department of State Health Services now or hereafter in effect. The above licensee is authorized to engage in the following activities:

NONPRESCRIPTION DRUG DISTRIBUTOR & DEVICE DISTRIBUTOR

License # 1001949
 Expires February 15, 2024

NON-TRANSFERABLE

John [Signature]
 Commissioner

512757

Dwight Lowry

From: CDRH Registration and Listing <reglist@CDRH.FDA.GOV>
Sent: Wednesday, October 11, 2023 6:23 AM
To: Licensing
Subject: [EXTERNAL] Registration Number 3020460367: Successful 2024 Medical Device Establishment Registration
Attachments: Header.jpg; SignatureBlockLogo.png

This message originated from outside your organization. Use caution when clicking links or opening attachments.



Dear Michael Cooke:

This e-mail provides confirmation that the annual registration for the following medical device establishment has been successfully completed for 2024:

Registration Number: 3020460367
Owner Operator Number: 9003409
BOUND TREE MEDICAL, LLC
2911 S GREAT SW PARKWAY
SUITE 200B
Grand Prairie, TX 75052
UNITED STATES

If you do not see a registration number assigned to the establishment and your establishment previously had one, please send an email to reglist@cdrh.fda.gov and include the registration number you believe is assigned to your establishment. We will review and determine if a duplicate registration has been created for your establishment.

Your registration is valid until December 31, 2024. Registration for 2025 will be conducted between October 1 and December 31, 2024.

Please note that registering your device facility and listing your devices does not, in any way, constitute FDA approval of your facility or your devices.

Should you have any questions, please send an e-mail to the CDRH Registration and Listing Helpdesk at reglist@cdrh.fda.gov.

CDRH Registration and Listing Helpdesk
Imports & Registration and Listing Team
Division 2 Establishment Support
Office of Regulatory Programs
Office of Product Evaluation and Quality
Center for Devices and Radiological Health
U.S. Food and Drug Administration

Tel: 301-796-7400, Option 1

Email: reglist@cdrh.fda.gov



Dwight Lowry

From: cderdirect@fda.hhs.gov
Sent: Wednesday, October 12, 2022 2:16 PM
To: Licensing
Subject: WDD/3PL Reporting Submission Receipt for Bound Tree Medical, LLC

Michael Cooke,

Thank you for submitting WDD/3PL information using FDA CDER Direct portal. Your WDD/3PL submission has been successfully received for the following facility(ies):

REPORTER INFORMATION

Reporter Duns: 070556204
Reporter Name: Bound Tree Medical, LLC

CURRENT SPL INFORMATION

ROOT ID: ead9f016-2eea-e9f3-e053-2995a90a5ef6
SET ID: 093e16c3-572c-39e8-e054-00144ff88e88
Version Number: 13
Submission ID: cd2734591860.2843760915@direct

FACILITIES INFORMATION

FACILITY DUNS	FACILITY NAME	FACILITY ADDRESS
-	Bound Tree Medical, LLC	2243 North Plaza Drive, Visalia, CALIFORNIA (CA), 93291, United States (USA)
-	Bound Tree Medical, LLC	1605 ZEAGER ROAD, SUITE 101,, Elizabethtown, PENNSYLVANIA (PA), 17022, United States (USA)
-	BOUND TREE MEDICAL, LLC	2911 S GREAT SW PARKWAY #200, GRAND PRAIRIE, TEXAS (TX), 75052, United States (USA)
-	BOUND TREE MEDICAL, LLC	2619 IGNITION DR, STE #2, JACKSONVILLE, FLORIDA (FL), 32218, United States (USA)
-	BOUND TREE MEDICAL, LLC	1033 COLLINS RD, SUITE A, GREENWOOD, INDIANA (IN), 46143, United States (USA)
-	BOUND TREE MEDICAL, LLC	2911 S GREAT SW PARKWAY, SUITE 200B, GRAND PRAIRIE, TEXAS (TX), 75052, United States (USA)

Note: It may take up to 24 hours for the online database to reflect your submission.

If you have additional inquiries, feel free to contact us via email for further assistance.

Thank you.

CDER Direct Helpdesk Team

CDERdirect@fda.hhs.gov

REFERENCES

Bound Tree

National References

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



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



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



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



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



Barbara Tripp, Fire Chief
 City of Tampa Fire Department
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Your Electronic EMS

5000 Tuttle Crossing Blvd.

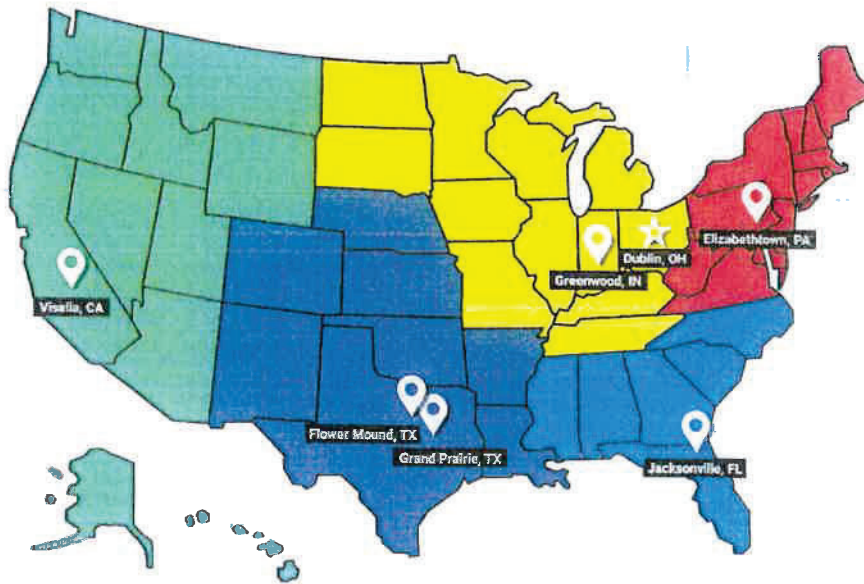
Dublin, OH 43016

614.760.5000

www.boundtree.com

Nationwide Distribution

For operational efficiency and faster disaster response, Bound Tree operates 5 distribution centers nationwide plus a dedicated kitting facility. 96% of all our customers can be reached using UPS Ground within 2 business days.



OFFICES

Bound Tree Medical
5000 Tuttle Crossing Blvd.
Dublin, OH 43016

DISTRIBUTION CENTERS

<p>Grand Prairie, TX Bound Tree Medical 2911 S. Great Southwest Parkway Suite 200 Grand Prairie, TX 75052</p>	<p>Flower Mound, TX Bound Tree Medical 1420 Lakeside Parkway Suite 105 Flower Mound, TX 75028</p>
<p>Elizabethtown, PA Bound Tree Medical 1605 Zeager Road Elizabethtown, PA 17022</p>	<p>Greenwood, IN Bound Tree Medical 1033 Collins Road, Suite A Greenwood, IN 46143</p>
<p>Visalia, CA Bound Tree Medical 2243 N. Plaza Drive Visalia, CA 93291</p>	<p>Jacksonville, FL Bound Tree Medical 2619 Ignition Drive, Suite 2 Jacksonville, FL 32218</p>



Bound Tree

Worldwide Patient EMS

6000 Tuttle Crossing Blvd.

Dublin, OH 43018

614 720.3000

www.boundtree.com

Customer Service

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

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

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

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

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

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

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

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

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

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



5000 Tuttle Crossing Blvd.

Dublin, OH 43016

811.760.5500

www.boundtree.com

Return Policy

Prior to returning a product, please contact Bound Tree's Customer Service Department at 800.533.0523 within 7 days of receiving the product to obtain a return merchandise authorization ("RMA") number. This will help us expedite your return and allow us to give you the proper credit. Once you have received your RMA number please follow the return policy guidelines below.

Subject to the guidelines below, Bound Tree will accept returns and rectify the error at no cost to you if: (i) you received expired product; or (ii) Bound Tree makes an error in fulfilling or shipping your order. In such case, you must notify us within 15 days of receiving the product.

Please follow the return policy guidelines below:

Non-returnable Items Include:

1. A product that is "buy to order."
2. A product that is "non-stock."
3. Items listed as "non-returnable."
4. Items that have been marked or engraved.
5. Items returned with broken packaging or not in original packaging.
6. Any sterile product that has been opened or items determined by Bound Tree not to be in resalable condition.
7. Product that is more than 60 days older than the shipment date.
8. Recertified equipment.
9. Pharmaceutical products.

Return Policy Guidelines:

1. Items returned within 45 days of the shipment date will not be subject to a restocking fee.
2. Items returned 46-60 days from the shipment date may be subject to a restocking fee.
3. Items older than 60 days from the shipment date will not be accepted in our warehouse and will be returned to the customer at customer's expense.
4. Please write the RMA number clearly on the package label.
5. Send the package freight prepaid. Please reference the RMA to locate the return address.
6. Returns must be received by Bound Tree within 15 days of issuance of RMA number.
7. Items received without an RMA number will not be eligible for credit.



5000 Table Crossing Blvd

Dublin, OH 43018

614.760.5000

www.boundtree.com

RETURN FOR REPAIRS

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

CLAIMS

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



Medical Division

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

614.760.5000

www.boundtree.com

Online Ordering Capabilities

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



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RE: Price Increase Policy

To Whom It May Concern:

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

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

Sincerely,

Christopher Fyffe

Christopher Fyffe
Manager, Bids & Contracts

YOUR TRUSTED PARTNER

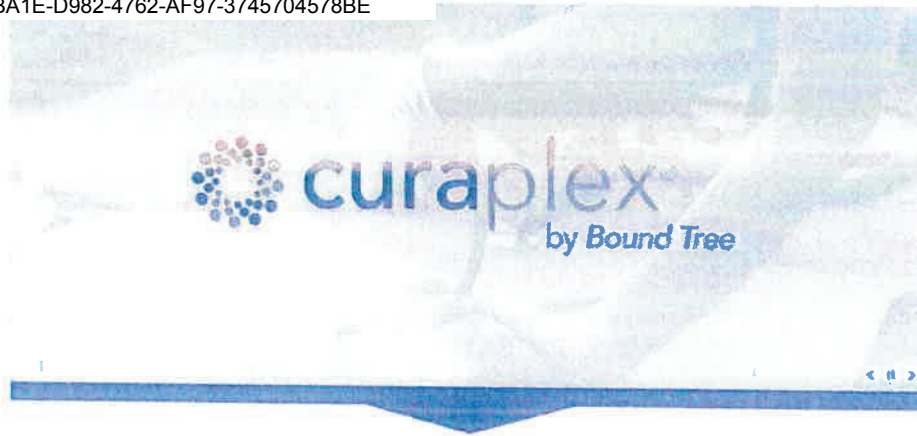
- ✓ FIND thousands of emergency products from leading manufacturers
- ✓ SHOP Class II & IV drugs, non-narcotic drugs and other pharmaceuticals
- ✓ GET the best value on the items you use most with Curaplex®
- ✓ SOLVE everyday challenges with pre-assembled Curaplex® Kits
- ✓ ACCESS 24/7 Emergency Disaster Support
- ✓ EARN Free CEUs at Bound Tree University
- ✓ ADVOCATING on your behalf to Congress, FEMA and HHS



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NAVIGATING EVERY DAY CARE

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



Thousands of Products



Significant Savings



Expert Account Managers



Continuous Quality Improvement



National Distribution



Innovative New Products

PRE-ASSEMBLED KITS
[learn more »](#)

SHOP MONTHLY DEALS
[see savings »](#)

NEW CATALOG
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Kitting Solutions »



Airway/Oxygen Delivery »



Diagnostics »



Infection Control »



Trauma/ Wound Care »



Instruments/ Personal Items »



IV/Drug Delivery »



Immobilization »



Monitoring/ Desfibrillation »



SHOP ALL CURAPLEX® PRODUCTS »

curaplex®

kitting advantage.

Curaplex® kits solve a variety of your everyday challenges.

Spend less time worrying about the details and more time focusing on patient care with Curaplex® pre-assembled kits. Our color-categorized kits were developed with input from EMTs, and are built using ISO-certified processes.



faster response

Grab a kit and go without hassle.



simplified ordering

Order one item, not multiple items.



consistent care

Ensure protocol adherence among your agency.



lower risk

Prevent cross-contamination with tamper-proof packaging.



superior quality

Guarantee quality with ISO 13485 certification.



easier tracking

Easily track Curaplex Kits with the Unique Device Identifier (UDI).

Inventory Management Solutions

09.21

Think you can't afford Inventory Management?

THINK AGAIN!

The EMS industry has faced numerous challenges during COVID-19, and supply chain uncertainty is no exception. Rush buying, stock outs, price volatility and changes in guidance require agencies to understand their inventory situation now more than ever.

Bound Tree Inventory Management Solutions from UCapIt, Operative IQ and ESO provide the visibility that is critical to EMS agencies. Improve workflow, take control and monitor trends in real time with Bound Tree Inventory Solutions.



Controlled Medical Supply

Think 24/7 supply officer at any given location! UCapIt provides the ability to restock units 24/7 and it has real-time usage and inventory tracking.



Operations Management Software

Operative IQ is a web-based operations management software that can streamline your operation, improve productivity and save money!



ESO Inventory

Spend less time getting ready and more time being ready. Take control of your EMS inventory with refreshingly simple software.



Ask your Bound Tree Account Manager for a demo today.

800.533.0523

[BOUNDTREE.COM/inventory-management-solutions](https://www.boundtree.com/inventory-management-solutions)

 **Bound Tree**



THE PHARMACEUTICAL ADVANTAGE

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

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

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



VAWD Certified State and Nationally Licensed

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

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

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



Compliant with DSCSA Requirements

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

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

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

Wholesaler Distributor licenses can be searched online:

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



Controlled Substance Ordering System (CSOS)

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

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

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



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



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

Nationwide stats and facts

- **Strategically located** to service 98% of our customers within two days.
- **Over 30,000** customers serviced.
- **State-of-the-art facilities** focused on quality, reducing carbon footprint and providing best-in-class service levels.
- **Over 1 million** packages shipped annually.
- **20 million lbs.** of medical supplies shipped in 2020 and 2021.
- **10 million lbs.** of PPE equipment shipped to help our medical professionals fight COVID 19.



BOUND TREE MEDICAL

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Dublin, OH 43016



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Fast facts

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

Operationally ready

- **Over 100 sales consultants** around the country, many are former paramedics and EMT's.
- **5 dedicated distribution centers** (CA, TX, FL, PA, IN) and 1 kitting facility in TX
- **100% operational facilities** throughout pandemic, following strict health & safety protocols.

Solutions that matter

- **Bound Tree's Curaplex® brand** is value-priced to help overcome budget constraints.
- **Curaplex® pre-assembled kits** provide safety, convenience and cost savings.
- **Inventory management solutions** like UCapt, Operative IQ and ESO help EMS Providers control costs.
- **500 scholarships** awarded to students wanting to become EMT's.

Sourcing & supply integrity

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

- **Dedicated Customer Care** staff highly responsive, answering calls in <1 min even during peak.
- **24/7 Live Operator Emergency Disaster Hotline** to provide support for emergency medical supplies during the pandemic and other natural disasters

- **Free cadaver labs** held across the country to provide hands-on clinical training.
- **No charge CEUs**, webinars, podcasts and other resources offered via Bound Tree University.
- **Leading provider of STOP THE BLEED® Kits** for emergency providers to act quickly to treat excessive bleeding and save lives.



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**YOUR PARTNER
IN EMS.**



Current situation.

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

Advocating for EMS.

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

How Congress can help.

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

TIM RUBERT

Vice President, Government Affairs

tim.rubert@boundtree.com



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WHEN DISASTER STRIKES, GET LIVE ASSISTANCE.

Get Help in Three Simple Steps



1. Call 800-863-0953
to speak to a live operator
anytime 24/7



2. Report a major incident
and your medical
supply needs




3. Receive vital medical
supplies from
Bound Tree personnel

If your agency is in need of emergency medical supplies and equipment, call us 24/7 to speak to a live operator for disaster support assistance. Our Emergency Disaster Support Program is here to help you in disasters such as hurricanes, tornadoes, fires, floods, blizzards, MCI's and more.

CALL 800-863-0953

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