

EMS



MEDICAL SUPPLIES

EMS: BOUNDTREE

TERM:	AWARD:		ERP:
1.1.16 TO 12.31.19	NOT TO EXCEED THE AVAILABILITY OF APPROPRIATED FUNDS		#356
RENEWAL TERM:	ORG:	OBJECT:	A yellow square icon with a black checkmark inside.
<input type="checkbox"/> - 1.1.20 TO 12.31.20	21065100	761000	
<input type="checkbox"/> - 1.1.21 TO 12.31.21			
REVIEWED BY: MATTIS D. NORDFJORD - COHL, STOKER & TOSKEY, PC			

DESTROY:

#2015-12-237

2028

12.14.15

RESOLUTION

NO: 2015-12-237

LIVINGSTON COUNTY

DATE: December 14, 2015

RESOLUTION AUTHORIZING CONTRACT WITH BOUNDTREE MEDICAL FOR MEDICAL SUPPLIES - EMS / FINANCE / FULL BOARD

WHEREAS, it has been determined that there is a need for the stocking of appropriate medical supplies in all EMS emergency vehicles within the EMS Department; and

WHEREAS, in compliance with the Livingston County Purchasing Policy, an RFP was sent out to cover a three year period with the option for two additional years; and

WHEREAS, after the review of the vendors, EMS recommends that a contract for medical supplies be awarded to Boundtree Medical, for a period from January 1 , 2016 through December 31, 2019 for an amount not to exceed the availability of appropriated funds; and

WHEREAS, two additional years can be awarded individually based on pricing and performance; and

WHEREAS, funding for same is available through the EMS Budget; and

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves said contract with Boundtree Medical for appropriate medical supplies for the period of January 1, 2016, through December 31, 2019, with two 1-Year Options to Renew, at a total annual county cost not to exceed available appropriated funding.

BE IT FURTHER RESOLVED that the Chairwoman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

#

MOVED: Commissioner Domas

SECONDED: Commissioner Williams

CARRIED: 9-0-0 Roll call vote: Ayes: Domas, VanHouten, Parker, Williams, Griffith, Dolan, Childs, Lawrence, Green; Nays: None; Absent: None



Memorandum

To: Livingston County Board of Commissioners
From: Jeffrey R. Boyd Director
Date: 11/25/2015
Re: Medical Supplies

Attached is a resolution requesting that a contract be issued for the purchase of medical supplies from Boundtree Medical. In cooperation with the purchasing department EMS completed an RFP process and evaluated multiple medical supply vendors. Boundtree Medical has the best pricing, is able to provide all of the products in the RFP, has a complete continuity of operations plan in the event of a disaster and provides a competitive discount for supplies not included in the RFP.

The contract will be for the period of January 1, 2016, through December 31, 2019, with Two 1-Year Options to Renew, at a total annual cost not to exceed available appropriated funding.

If you have any questions regarding this matter please contact me.

AGREEMENT FOR MEDICAL SUPPLY SERVICES

THIS AGREEMENT, effective January 1, 2016, is made and entered into by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **BOUNDTREE MEDICAL, LLC**, whose business address is 30600 Telegraph Road, Suite 2345, Birmingham Farms, MI 48025 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the County has a need for the stocking of appropriate medical supplies in all EMS emergency vehicles within the EMS Department; and

WHEREAS, the County has issued a REQUEST FOR PROPOSAL, RFP #LC-15-20 EMS MEDICAL SUPPLY SERVICE FOR ONE TIME USE DISPOSABLES (hereinafter referred to as the "RFP"); and

WHEREAS, the Contractor has submitted a proposal to the County to provide the Medical Supply Services the EMS Department requires; and

WHEREAS, the County accepts the Contractor's proposal subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, as follows:

1. **Scope of Work**. The Contractor shall keep medical supplies in stock and readily available for delivery upon request from the County. The Contractor shall have the ability to integrate with any inventory management software currently being used by the County and be able to accept an electronic order via email or an equivalent alternative means. Items not held in stock should be identified and expected delivery items noted by the Contractor.

2. **Delivery**. The Contractor shall comply with the following delivery methods:

- A. CORE ITEMS shall be delivered no more than 48 hours from the time the order is placed with the awarded vendor.
- B. All other items shall be delivered no more than five (5) business days from the time the order is placed with the vendor.
- C. ALL SHIPPING/DELIVERY COSTS OR PACKING FEES (INCLUDING THOSE TO MEET THE 48-HOUR TURNAROUND TIME REQUIREMENT) SHALL BE INCLUDED IN THE CONTRACT PRICE.
- D. All deliveries are FOB Destination. General delivery hours are as follows: Monday thru Friday 7:00 a.m. to 5:00 p.m., standard business days.

3. **Compensation and Billing**. The compensation which the County shall pay the Contractor for services to be performed under this Agreement shall be as set forth in the attached Exhibit A - CORE ITEMS PRICING PROPOSAL and the County receive 24% off the prices on supplies noted in the attached Exhibit B. The attached Exhibits A and B are incorporated by reference into this Agreement and made a part thereof.

The Contractor shall email invoices directly to the County stating the Date, Purchase Order Number, the total sum due, as well as such additional information as the County may require. The County shall process and pay the bills it receives in accordance with the County's procedure for payment of Accounts Payable.

4. Taxes and Payment Terms. The County is exempt from Federal Excise and State Sales Tax. The County's tax number has been provided to the Contractor. Payment terms are Net thirty (30) days upon receipt and acceptance. The Contractor shall pay all applicable taxes lawfully assessed in connection with its performance of this Agreement.

5. Compliance with the Law. The Contractor shall comply with all applicable Federal, State and local laws, rules, and local regulations, including, but not limited to, all applicable OSHA/MIOSHA requirements, the Americans with Disabilities Act, Federal and/or State licensing and/or certification requirements for services provided under this Contract.

6. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan, without regard to any choice of law rules that would apply the laws of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be in a Michigan Court whose jurisdiction and venue is established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

7. Nondiscrimination. The Contractor, its contractors and subcontractors, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this Section shall be regarded as a material breach of the contract.

8. Independent Contractor. It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants and agents of the Contractor shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County. The Contractor's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Contractor shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments.

9. Indemnification and Hold Harmless. The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the County and their elected and appointed officers, employees and agents from all claims, damages (including but not limited to direct, indirect, incidental, consequential, special and punitive damages), lawsuits, costs and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County and their elected and appointed officers, employees and agents may incur as a result of the acts, omissions or negligence of the

Contractor, its officers, employees, subcontractors, sub-subcontractors, or agents, which may arise out of this Agreement.

The Contractor's indemnification responsibilities shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County or its elected and appointed officers, employees, and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

10. Insurance. The Contractor, and its subcontractors if any, shall not commence work under this Agreement until they have obtained the insurance coverages required by this Section, and shall keep such insurance in force during the entire initial term of this Agreement and any subsequent renewal terms. All insurance coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan, and are acceptable to the County. The insurance requirements listed below shall not be interpreted or construed to limit the liability of the Contractor. All deductibles and SIR's shall be the responsibility of the Contractor. The insurance coverages which the Contractor shall procure and maintain shall include the following:

- A. **Workers' Compensation Insurance.** Workers' Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- B. **Commercial General Liability Insurance.** Commercial General Liability Insurance on an "occurrence basis" only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and aggregate. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper; (2) Contractual Liability; (3) Products and Completed Operations; (4) Independent Contractors coverage; and (5) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.
- C. **Motor Vehicle Liability.** Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence, combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.
- D. **Additional Insured.** The Commercial General Liability Insurance and Vehicle Liability Insurance as described above shall include the following as "Additional Insured"; Livingston County, and all Livingston County's elected and appointed officials, employees and volunteers, all boards, commissions and/or authorities and board members including employees and volunteers thereof. Said insurance shall be considered to be primary coverage to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds whether said other available coverage be primary, contributing or excess.
- E. **Cancellation Notice.** All insurance policies providing the insurance coverages required above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to Livingston County: ATTN: Purchasing, 304 E. Grand River Ave., Suite 204, Howell, MI 48843. If the Contractor's insurance companies refuse to make such an endorsement, the Contractor shall be responsible for providing the required notices.
- F. **Proof of Insurance.** The Contractor shall provide to the County at the time this Agreement is returned by it for execution, with Certificates of Insurance as well as the required endorsements, showing coverage for each of the policies mentioned above. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for the Additional Insureds and cancellation notice shall be acceptable. If so requested, certified copies of policies shall be furnished.
- G. If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to the persons identified in E. Cancellation Notice above, at least ten (10) days prior to the expiration date.

11. Waivers. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

12. Subcontracting or Assignment of Agreement or Contract Funds. The Contractor shall not subcontract or assign any part of this Agreement without the express written approval of the County Purchasing Agent. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of this Agreement. The Contractor shall not transfer or assign any contract funds or claims due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of this Agreement, in whole or in part, or the unauthorized transfer of assignment of any contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of this Agreement. All such persons shall be subject to the prior approval of the County.

13. Amendments to the Agreement. This Agreement may be amended only by the written mutual consent of the parties hereto.

14. Agreement Period and Options to Renew. This Agreement shall become effective and performance thereon shall commence on the **1st day of January, 2016**, and shall, unless renewed as set forth in this Section or terminated as set forth in Section 15, continue to the **31st day of December, 2019**, at which time it shall terminate. At any time prior to termination, the County at its discretion may renew this Agreement for up to **two (2) additional one-year periods**, on the same terms and conditions, subject to the availability of funds. The total term of this Agreement shall not exceed five (5) years.

15. Termination. The County may terminate this Agreement at any time, with a minimum of thirty (30) days prior written notice to the Contractor, in the event that the services of the Contractor are deemed to be unsatisfactory by the County, upon the Contractor's failure to perform any of the terms and conditions contained in this Agreement, or upon the lack of appropriated funding by the County.

Upon termination or expiration of this Agreement, the Contractor shall remove all of its property from the premises, and shall leave the premises as well as any County property, equipment or supplies left in good order and condition in all respects. Any property of the Contractor which is not removed at the termination or expiration of this Agreement shall become the sole property of the County.

16. Section Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

17. **Survival Clause.** All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including but not limited to retention of and access to records, confidentiality and indemnification provisions, shall extend beyond and survive the end of the term or termination of this Agreement.

18. **Complete Agreement.** This Agreement, and the attached Exhibits A and B, and any additional or supplementary documents incorporated herein by specific reference, contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

19. **Non-Beneficiary Contract.** This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

20. **Invalid/Unenforceable Provisions.** If any section, clause or provision of this Agreement is held to be invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that section, clause or provision shall be considered null and void and to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid, unenforceable section, clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

21. **Certification of Authority to Sign Agreement.** The people signing on behalf of the parties hereto certify by their signatures that they are authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

COUNTY OF LIVINGSTON

BY: *Kate Lawrence*
KATE LAWRENCE - CHAIRWOMAN
COUNTY BOARD OF COMMISSIONERS
Dated: 2/24/16

BOUNDTREE MEDICAL, LLC

BY: *Andy Barber*
(Signature)
Name: Andy Barber
(Print or Type)
Title: Manager, Bids & Contracts
(Print or Type)
Dated: 2/25/16

APPROVED AS TO FORM ONLY FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, PC
By: MATTIS D. NORDFJORD
On: January 29, 2016

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APPENDIX B - CORE ITEMS PRICING PROPOSAL

RFP-LC-15-20 - EMS Medical Supplies One Time Use Disposables

Please enter the extended price in the EXTENDED PRICE column and the TOTAL will auto-populate.

Other manufacturers can be substituted for the following items; however, the current manufacturer is preferred.

In the event an alternative is quoted, please provide the manufacturer and item number. Please note for all ** items where an alternative is quoted samples are required to be submitted.

DESCRIPTION	MANUFACTURER	PRODUCT #	ANNUAL QUANTITY	ALTERNATIVE MANUFACTURER	ALTERNATIVE PRODUCT #	UOM	EXTENDED PRICE	TOTAL
**L670 Bag Valve Mask (Adult)	ALLIED HEALTHCARE PRODUCTS INC	535700	213			EA	\$ 8.98	\$ 1,912.74
Heavy Duty Batteries, AA	ENERGIZER BATTERY CO.,INC	E9202	432			EA	\$ 0.25	\$ 108.00
Heavy Duty Batteries, C	ENERGIZER BATTERY CO.,INC	E9204	60			EA	\$ 0.58	\$ 34.80
Heavy Duty Batteries, D	ENERGIZER BATTERY CO.,INC	E9200	78			EA	\$ 0.28	\$ 21.84
**Combitube 37fr	COVIDIEN	218437	36			EA	\$ 42.75	\$ 1,539.00
**Combitube 41fr	COVIDIEN	218441	65			EA	\$ 42.75	\$ 2,778.75
**BioHoop Emesis Bags - 12 PER PACK	HARTWELL MEDICAL	440101	100			12/PK	\$ 18.93	\$ 1,893.00
**Smart Capnoline Plus CO2 Cannula, Adult	COVIDIEN	177653	875			EA	\$ 8.40	\$ 7,350.00
**Filterline Set CO2 Endotracheal tube	COVIDIEN	174620	400			EA	\$ 7.02	\$ 2,808.00
**FreeForm Gloves, Small - 100 PER BOX	MICROFLEX MEDICAL CORP.	297200	90			100/BX	\$ 8.64	\$ 777.60
**FreeForm Gloves, Medium - 100 PER BOX	MICROFLEX MEDICAL CORP.	297300	170			100/BX	\$ 8.64	\$ 1,468.80
**FreeForm Gloves, Large - 100 PER BOX	MICROFLEX MEDICAL CORP.	297400	160			100/BX	\$ 8.64	\$ 1,382.40
**FreeForm Gloves, X-Large - 100 PER BOX	MICROFLEX MEDICAL CORP.	297500	100			100/BX	\$ 8.64	\$ 864.00
**Oxygen Supply Tubing	CURAPLEX	87-300EA	450			EA	\$ 0.24	\$ 108.00
**Minimed Half Set Pump Tubing	CAREFUSION 303,INC.	28117E	250			EA	\$ 6.42	\$ 1,605.00
**Med System III Admin Set Pump Tubing	CAREFUSION 303, INC.	28034E	250			EA	\$ 7.12	\$ 1,780.00
**Suction Tubing	ADI MEDICAL	D4808	200			EA	\$ 0.64	\$ 128.00
**Hi-Flow Suction Canister	BEMIS MAUFACTURING CO.	598041	150			EA	\$ 2.85	\$ 427.50
**Suction Yankauer	BUSSE HOSPITAL DISPOSABLES	320025	115			EA	\$ 0.69	\$ 79.35
**Veni-Guard Dressing - 100 PER BOX	CONMED CORPORATION	354431	55			100/BX	\$ 42.00	\$ 2,310.00

NO SUBSTITUTIONS, GENERIC, OR OTHER MANUFACTURER WILL BE ACCEPTED FOR THE FOLLOWING ITEMS.

DESCRIPTION	MANUFACTURER	PRODUCT #	ANNUAL QUANTITY	UOM	EXTENDED PRICE	TOTAL	BTM Notes
Comfort Plus Nasal Cannula, Adult - 50 PER CASE - No Sub	WESTMED, INC.	963-0197	32	50/CS	\$ 26.18	\$ 837.76	
Preconnect Electrode Pads, Adult- No sub	PHILIPS MEDICAL SYSTEMS HSG	2742-02198	220	EA	\$ 22.90	\$ 5,038.00	
Hi- Tack Foam MRx Electrodes (5pk) - No sub	PHILIPS MEDICAL SYSTEMS HSG	M2202A	7,000	EA	\$ 0.28	\$ 1,960.00	*Sold as Pack of 5
Blue Sensor Electrodes (12 lead) - 10 PER PACK - No sub	AMBU, INC.	230005	1,900	10/PK	\$ 1.90	\$ 3,610.00	
Contour Glucose Strips - 50 PER BOX - No Sub	BAYER HEALTHCARE DIABETEIES CARE	2763-09950	123	50/BX	\$ 15.75	\$ 1,937.25	
SPU Ventilator Circuit w/o peep - 10 PER CASE - No Sub	CAREFUSION 203	693-10822X10	30	10/CS	\$ 137.60	\$ 4,128.00	
Humid-Ventilator HME Filters- No Sub	TELEFLEX MEDICAL	36-19402EA	275	EA	\$ 3.58	\$ 984.50	

NON-CORE ITEMS - PERCENTAGE OFF OF LIST PRICE.

22% *Please see attached exclusion letter

To Whom It May Concern,

In response to your bid request, Bound Tree Medical is pleased to offer 24% off of the prices on supplies on www.boundtree.com. For product information and Bound Tree item numbers, please refer to the current Bound Tree Medical Emergency Medical Product Catalog.

In order to provide a percentage off list discount, it is necessary for Bound Tree to exclude certain product categories or manufacturer products. This is largely due to the cost variability of these items as a result of market demand and raw material costs.

Products excluded from the percentage off bid include the following:

Manufacturers Excluded		Product Categories Excluded
<i>Ferno</i>		<i>King Tubes (not kits) and Airways</i>
<i>Laerdal</i>		<i>King Vision</i>
<i>Philips Intellivue</i>		<i>Preventative Maintenance</i>
<i>Simulaids</i>		<i>Recertified Equipment</i>
<i>5.11 Tactical</i>		<i>Service Contracts</i>
<i>Thermal Angel</i>		Pharmaceuticals
<i>KingFisher Medical</i>		
<i>Z-Medica (QuikClot)</i>		
<i>SScor</i>		

We are pleased to provide you with a competitive bid for the emergency medical supplies and equipment that you are seeking. Please contact our Bids and Contracts Department at 800-533-0523 with any questions. Thank you.

Sincerely,

Kaitlynn Killilea

Kaitlynn Killilea
 Pricing Analyst, Bid & Contracts