



FORT BEND COUNTY

TERM CONTRACT FOR AIRWAY AND EKG MEDICAL SUPPLIES

BID # 16-033

DUE – DECEMBER 10, 2015 1:30PM CST

December 9, 2015

Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

Dear Cheryl:

Bound Tree Medical is pleased to offer the enclosed proposal for Fort Bend County. 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:

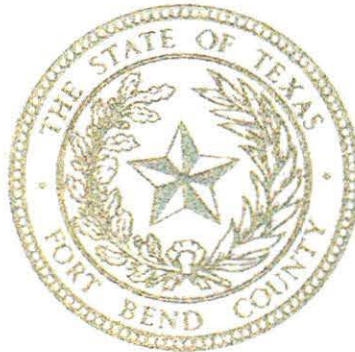
- Bid Specifications
- Bid Pricing Spreadsheet
- BTM Item Numbers and Descriptions
- Disaster Program Information
- BTM University
- References
- Customer Service
- Distribution Center Information
- Return Policy
- Warranty Information
- Online Ordering Capabilities
- Sample COI

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.

**Craig Gray**  
Account Manager  
832.385.8440  
[CGray@BoundTree.com](mailto:CGray@BoundTree.com)

**Tim Jamison**  
Pricing Analyst, Bids/Contracts  
800.533.0523 x5217  
[Tim.Jamison@boundtree.com](mailto:Tim.Jamison@boundtree.com)

*Fort Bend County, Texas  
Invitation for Bid*



*Term Contract for the Purchase of Airway and EKG Medical Supplies  
for Fort Bend County  
BID 16-033*

**SUBMIT BIDS TO:**

Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

**\*\*NOTE:**

All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.

**SUBMIT NO LATER THAN:**

Thursday, December 10, 2015  
1:30 PM (Central)

**LABEL ENVELOPE:**

BID 16-033  
MEDICAL SUPPLIES

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.***

***BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone. Results will be provided to bidder in writing after the Commissioners Court awards.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this bid.

Requests for information must be in writing and directed to:

Cheryl Krejci, CPPB  
Senior Buyer  
[cheryl.krejci@fortbendcountytexas.gov](mailto:cheryl.krejci@fortbendcountytexas.gov)



**1.0 GENERAL REQUIREMENTS:**

- 1.1 Read this entire bid document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.
- 1.5 Bid Returns: Bidders must return entire completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: [cheryl.krejci@fortbendcountytexas.gov](mailto:cheryl.krejci@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addendum issued will become part of the contract documents. Bidders must sign

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and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Thursday, December 3, 2015 at 10:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

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- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive

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any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.

- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place

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designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

## **2.0 TERMS & CONDITIONS:**

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address

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and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
  - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
  - 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
  - 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or

replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 **Termination:** The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 **Force Majeure:** Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 **Assignment-Delegation:** No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 **Waiver:** No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 **Modification:** A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 **Parol Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is

made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

### 3.0 SCOPE:

It is the intent of Fort Bend County to purchase medical supplies from one (1) or more vendors which meet or exceed the following specifications

### 4.0 TERM OF CONTRACT:

This contract is for the term **1 January 2016 through 30 September 2017**, renewable annually for four (4) years (through 30 September 2021) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of intent to terminate.

### 5.0 BID DOCUMENT COMPLETION:

**Fill out, initial each page, SIGN CONTRACT SHEET, and return ONE (1) complete bid document including completed copy of the Excel Bid Pricing Form to the Fort Bend County Purchasing Department. An authorized representative of the bidder MUST sign the contract sheet. ONE (1) electronic form, on CD or flash drive, of the Excel Bid Pricing Form must accompany the complete bid documents in the Excel file provided on Fort Bend County's website pertaining to this bid. The bid and electronic form must be in the same sealed envelope and marked with the appropriate bid number. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is NOT acceptable and may result in the disqualification of bid. If an error is made, vendor MUST draw a line through error and initial each change. All response, typed or written, information must be clear and legible.**

### 6.0 DELIVERY:

- 6.1 Delivery within seven (7) working days is required unless otherwise specified at time of order.

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- 6.2 Items ordered from this bid must be delivered to Fort Bend County EMS, 4332 Highway 36 South, Rosenberg, TX 77471, unless otherwise stated on purchase order.

**7.0 AWARD:**

This contract will be awarded to the lowest and best bid per section.

**8.0 SPECIFICATIONS AND PRICING:**

Vendors are to complete the Excel pricing spreadsheet available on Fort Bend County's website and return one (1) electronic bid pricing spreadsheet on CD or flash drive along with one (1) original hard copy of the entire completed bid document and the Excel pricing spreadsheet as stated herein.

- 8.1 Quantities listed are estimates only. Fort Bend County does not guarantee the quantities stated will be purchased.
- 8.2 No minimum orders, by quantity or dollar amount.
- 8.3 Substitutes are only allowed as stated on the bid pricing spreadsheet.
  - 8.3.1 If vendor is bidding a substitute for an item marked "Yes" on the bid pricing spreadsheet, the vendor is to include the substituted item's complete description in the blanks provided below the specified item.
- 8.4 Vendor must bid on all items in section for bid to be considered.
- 8.5 Vendor must provide prices as stated on bid pricing spreadsheet. Alterations to unit sizes are not permitted and are grounds for vendor disqualification.

**9.0 MODIFICATIONS:**

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

**10.0 REQUIRED FORMS:**

All vendors submitting are required to complete the attached and return with submission:

- 10.1 Vendor Form
- 10.2 W9 Form
- 10.3 Tax Form/Debt/Residence Certification
- 10.4 Contractor Acknowledgement of Stormwater Management Program

Initials of Bidder: BTM

CONTRACT SHEET  
B16-033

THE STATE OF TEXAS  
COUNTY OF FORT BEND

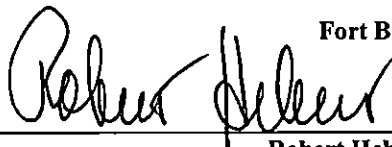
This memorandum of agreement made and entered into on the 15<sup>th</sup> day of December, 20 15,  
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by  
County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and  
Bound Tree Medical, LLC (hereinafter designated Contractor).  
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Airway and EKG Medical Supplies** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 15 day of December 20 15.

By:  Fort Bend County, Texas  
Robert Hebert, County Judge

By:   
Signature of Contractor

By: Shawn Saylor, Controller  
Printed Name and Title



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8642 or 341-8645

**Vendor Information**

Federal ID # or S.S #	<input type="text"/>	Dun and Bradstreet #	070556204
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization		
Legal Company Name	Bound Tree Medical, LLC	Year Business was Established	1978
Remittance Address	23537 Network Place		
City/State/Zip	Chicago, IL 60673		
Physical Address	5000 Tuttle Crossing Blvd		
City/State/Zip	Dublin, OH 43016		
County	Fort Bend County	Other:	Franklin
Phone/Fax Number	Phone: 800-533-0523	Fax:	877-311-2437
Contact Person	Craig Gray		
E-mail	CGray@boundtree.com		
Special Notes			
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise <b>Certification #</b> _____ <input type="checkbox"/> SBE-Small Business Enterprise <b>Certification #</b> _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business <b>Certification #</b> _____ <input type="checkbox"/> WBE-Women's Business Enterprise <b>Certification #</b> _____ <input type="checkbox"/> MBE-Minority Business Enterprise <b>Certification #</b> _____		
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input checked="" type="checkbox"/> >\$22,400,000		
NAICs codes (Please enter all that apply).			

**PLEASE NOTE:** W-9 needs to be attached in order to be entered into our system

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Bound Tree Medical, LLC</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>C</b> <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.) <b>5000 Tuttle Crossing Blvd</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Dublin, OH 43016</b>		
	7 List account number(s) here (optional)		

### 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number																					
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**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### 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 on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>12/9/2015</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### 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? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant.** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its Instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
  - I—A common trust fund as defined in section 584(a)
  - J—A bank as defined in section 581
  - K—A broker
  - L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
  - M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [irs.gov](http://irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>2</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>2</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.  
<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**Mandatory Form**



**Contractor Acknowledgement of Stormwater Management Program**

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

**Bound Tree Medical, LLC**

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

A handwritten signature in blue ink, appearing to read "S. P. Saylor", is written over a horizontal line.

Contractor Signature

**12/9/2015**

Date

**Shawn Saylor**

Printed Name

**Controller**

Title

**COUNTY PURCHASING AGENT**

Fort Bend County, Texas



Gilbert D. Jalomo, Jr., CPPB  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8645

December 8, 2015

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 16-033 – Term contract for Airway and EKG  
Medical Supplies

Amended Excel Pricing Form.1:

Vendors are to obtain the Amended Excel Pricing Form 1 from Fort Bend County's website and use while preparing their bid response.

\*\*\*\*\*

Immediately upon your receipt of this amendment, please fill out the following information and fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

Bound Tree Medical, LLC  
Company Name

[Signature]  
Signature of person receiving addendum

12/8/2015  
Date

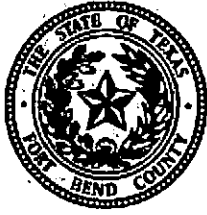
If you have any questions, please contact me.

Sincerely,

Cheryl Krejci, CPPB  
Senior Buyer



COUNTY PURCHASING AGENT  
Fort Bend County, Texas



Gilbert D. Jalomo, Jr., CPPB  
County Purchasing Agent

(281) 341-8640  
Fax (281) 341-8645

December 8, 2015

TO: All Prospective Bidders

RE: Addendum No. 2 – Fort Bend County Bid 16-033 – Term contract for Airway and EKG  
Medical Supplies

Amended Excel Pricing Form.2:

Vendors are to obtain the Amended Excel Pricing Form 2 from Fort Bend County's  
website and use while preparing their bid response.

\*\*\*\*\*  
Immediately upon your receipt of this amendment, please fill out the following information and  
fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

Bound Tree Medical, LLC  
Company Name

[Signature]  
Signature of person receiving addendum

12/9/15  
Date

If you have any questions, please contact me.

Sincerely,

[Signature]  
Cheryl Krejci, CPPB  
Senior Buyer



**Fort Bend County Specification Download Acknowledgment**



**Invitation for Bid  
Term Contract for Airway and EKG Medical Supplies  
BID 16-033**

**VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645.**

**Vendor Responsibilities:**

- Vendors are responsible to download and complete any addendums.  
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

Bound Tree Medical, LLC

Legal Name of Contracting Company

Tim Samison

Contact Person

5000 Tuttle Crossing Blvd Dublin, OH 43016

Complete Mailing Address

800-533-0523

Telephone Number

877-311-2437

Facsimile Number

Submit Bids @ boundtree.com

Email Address

[Signature]  
Signature

12/2/2015  
Date

Date/Time: Dec. 3. 2015 2:09PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
0448 Memory TX	912813418645	P. 1	OK	

Reason for error

1) Hang up or line fail	2) Busy
3) No answer	4) No facsimile connection
5) Exceeded max. E-mail size	6) Destination does not support IP-Fax

Fort Bend County Specification Download Acknowledgment



Invitation for Bid  
Term Contract for Airway and ERG Medical Supplies  
BID 16-033

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-343-8645.

Vendor Responsibilities:

- > Vendors are responsible to download and complete any addendums. (Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- > Vendors will submit responses in accordance with requirements stated on cover of document
- > Vendors may not submit responses via email or fax.

Bound Tree Medical, LLC  
Legal Name of Contacting Company

Tom Samson  
Contact Person

5000 Tuttle Crossing Blvd Dublin, OH 43016  
Complete Mailing Address

800-533-0523 Telephone Number      977-311-2437 Facsimile Number

Submit Bids @ boundtree.com  
Email Address

[Signature]      12/2/2015  
Signature      Date

**Term Contract for Airway and EKG Medical Supplies  
 BID 16-033  
 Bid Pricing Spreadsheet**

\*\*Amended 12.08.15, Amended 12.08.15 - Emergent Items Removed

Section 1: Airways	Manufacturer Name	Manufacturer Number	Substitutes are only allowed for each item stating: Yes below	Estimated Annual Quantity by Smallest Unit Available from Manufacturer		Bid Price per Smallest Unit Available from Manufacturer	Extended Pricing
40mm Berman (dual channel) Oral Airway	Asia-connection-taiwin	ME6504PK-5p	Yes	10	Each	\$ 0.1080	\$ 1.08
60mm Berman (dual channel) Oral Airway	Asia-connection-taiwin	ME6506BK-5P	Yes	10	Each	\$ 0.1080	\$ 1.08
80mm Berman (dual channel) Oral Airway	Asia-connection-taiwin	ME6508GN-5P	Yes	10	Each	\$ 0.1160	\$ 1.16
90mm Berman (dual channel) Oral Airway	Asia-connection-taiwin	ME6509YL-5P	Yes	100	Each	\$ 0.1160	\$ 11.60
100mm Berman (dual channel) Oral Airway	Asia-connection-taiwin	ME6510RD-5P	Yes	100	Each	\$ 0.1240	\$ 12.40
110mm Berman (dual channel) Oral Airway	Asia-connection-taiwin	ME6511ON-5P	Yes	10	Each	\$ 0.1240	\$ 1.24
Thomas E.T. Tube Holder Adult size	LAREDAL	600-10000	No	300	Each	\$ 2.6000	\$ 780.00
Thomas E.T. Tube Holder Pediatric size	LAREDAL	600-2000	No	20	Each	\$ 2.6000	\$ 52.00
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 2.5 Uncuffed	RUSCH	150025	Yes	10	Each	\$ 1.3800	\$ 13.80
Sheath over malleable wire reduces friction between the stylette and endotracheal tube. Sterile, Latex-free.	Asia-connection-Shanghai	ME6625.ST					
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 3.0 Uncuffed	RUSCH	506530	Yes	10	Each	\$ 1.3800	\$ 13.80
Sheath over malleable wire reduces friction between the stylette and endotracheal tube. Sterile, Latex-free.	Asia-connection-Shanghai	ME6630.ST					

**Term Contract for Airways and EKG Medical Supplies**  
**BID 16-033**  
**Bid Pricing Spreadsheet**

Section 1: Airways (cont'd)	Manufacturer Name	Manufacturer Number	Substitutes are only allowed for each item stating Yes.	Estimated Annual Quantity by Smallest Unit Available from Manufacturer		Bid Price per Smallest Unit Available from Manufacturer	Extended Pricing
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 4.0 Uncuffed	RUSCH	506540	Yes	10	Each	\$ 1.3800	\$ 13.80
Sheath over malleable wire reduces friction between the stylette and endotracheal tube. Sterile, Latex-free.	Asia-connection-Shanghai	ME6640.ST					
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 4.5 Uncuffed	RUSCH	150045	Yes	10	Each	\$ 1.3800	\$ 13.80
Sheath over malleable wire. reduces friction between the stylette and endotracheal tube. Sterile, Latex-free.	Asia-connection-Shanghai	ME6645.ST					
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 5.0 Uncuffed	RUSCH	150050	Yes	10	Each	\$ 1.3800	\$ 13.80
Sheath over malleable wire reduces friction between the stylette and endotracheal tube. Sterile, Latex-free.	Asia-connection-Shanghai	ME6650.ST					
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 5.5 Cuffed	RUSCH	170055	Yes	20	Each	\$ 1.4200	\$ 28.40
Sheath over malleable wire reduces friction between the stylette and endotracheal tube. Sterile, Latex-free.	Asia-connection-Shanghai	ME6755.ST					
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 6.0 Cuffed	RUSCH	504560	Yes	10	Each	\$ 1.4200	\$ 14.20
Sheath over malleable wire reduces friction between the stylette and endotracheal tube. Sterile, Latex-free.	Asia-connection-Shanghai	ME6760.ST					

**Term Contract for Airway and EKG Medical Supplies**  
**BID 16-033**  
**Bid Pricing Spreadsheet**

Section I: Airways (cont'd)	Manufacturer Name	Manufacturer Number	Substitutes are only allowed for each item stating Yes.	Estimated Annual Quantity by Smallest Unit Available from Manufacturer		Bid Price per Smallest Unit Available from Manufacturer	Extended Pricing
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 6.5 Cuffed	RUSCH	170065	Yes	20	Each	\$ 1.4200	\$ 28.40
Sheath over malleable wire reduces friction between the stylette and endotracheal tube. Sterile, Latex-free.	Asia-connection-Shanghai	ME6765.ST					
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 7.0 Cuffed	RUSCH	170070	Yes	200	Each	\$ 1.4200	\$ 284.00
Sheath over malleable wire reduces friction between the stylette and endotracheal tube. Sterile, Latex-free.	Asia-connection-Shanghai	ME6770.ST					
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 7.5 Cuffed	RUSCH	170075	Yes	150	Each	\$ 1.4200	\$ 213.00
Sheath over malleable wire reduces friction between the stylette and endotracheal tube. Sterile, Latex-free.	Asia-connection-Shanghai	ME6775.ST					
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 8.0 Cuffed	RUSCH	170080	Yes	20	Each	\$ 1.4200	\$ 28.40
Sheath over malleable wire reduces friction between the stylette and endotracheal tube. Sterile, Latex-free.	Asia-connection-Shanghai	ME6780.ST					
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 8.5 Cuffed	RUSCH	170085	Yes	10	Each	\$ 1.4200	\$ 14.20
Sheath over malleable wire reduces friction between the stylette and endotracheal tube. Sterile, Latex-free.	Asia-connection-Shanghai	ME6785.ST					

**Term Contract for Airways and EKG Medical Supplies**

**BID 16-033**

**Bid Pricing Spreadsheet**

Section I: Airways (cont'd)	Manufacturer Name	Manufacturer Number	Substitutes are only allowed for each item stating Yes.	Estimated Annual Quantity by Smallest Unit Available from Manufacturer		Bid Price per Smallest Unit Available from Manufacturer	Extended Pricing
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 9.0 Cuffed	RUSCH	170090	Yes	10	Each	\$ 1.4200	\$ 14.20
Sheath over malleable wire reduces friction between the stylette and endotracheal tube. Sterile, Latex-free.	Asia-connection-Shanghai	ME6790.ST					
20F Nasopharyngeal airways	MEDSTORM	51154	Yes	10	Each	\$ 1.3500	\$ 13.50
24F Nasopharyngeal airways	MEDSTORM	51156	Yes	10	Each	\$ 1.3500	\$ 13.50
26F Nasopharyngeal airways	MEDSTORM	51157	Yes	10	Each	\$ 1.3500	\$ 13.50
28F Nasopharyngeal airways	MEDSTORM	51158	Yes	10	Each	\$ 1.3500	\$ 13.50
30F Nasopharyngeal Airways	MEDSTORM	51159	Yes	40	Each	\$ 1.3500	\$ 54.00
36F Nasopharyngeal Airways	MEDSTORM	51162	Yes	20	Each	\$ 1.3500	\$ 27.00
1200cc Replacement/Disposable Suction Canister, for S-Scort "Ten" suction unit	Bemis	484410	No	200	Each	\$ 2.7900	\$ 558.00
8F whistle tip Suction Catheter	Asia-connection-taiwin	ME6808B	Yes	20	Each	\$ 0.1500	\$ 3.00
10F whistle tip Suction Catheter	Asia-connection-taiwin	ME6810B	Yes	50	Each	\$ 0.1500	\$ 7.50

**Term Contract for Airway and EKG Medical Supplies**  
**BID 16-033**  
**Bid Pricing Spreadsheet**

Section 1: Airways (cont'd)	Manufacturer Name	Manufacturer Number	Substitutes are only allowed for each item stating Yes.	Estimated Annual Quantity by Smallest Unit Available from Manufacturer		Bid Price per Smallest Unit Available from Manufacturer	Extended Pricing
18F whistle tip Suction Catheter	Asia-connection-taiwin	ME6818B	Yes	50	Each	\$ 0.1500	\$ 7.50
Yankaur Suction Tip w/Control	MEDSOURCE	MS-YK10	Yes	300	Each	\$ 0.4200	\$ 126.00
Yankaur "Big Yank" Suction Tip w/Control Vent, Sterile, 1 1/32" open tip, integral blister tube and canister connector pre-attached	CONMED	0034920U	No	200	Each	\$ 9.1700	\$ 1,834.00
Suction Tubing Non Conducting Vinyl 72" x 1/4" ID	ADI MEDICAL	66305	Yes	300	Each	\$ 0.7400	\$ 222.00
Infant Medium Concentration Oxygen Mask	RUSCH	396218	Yes	20	Each	\$ 0.8900	\$ 17.80
O2 Mask Pediatric Partial Non-Rebreather w/safety vent	HUDSON	1058	No	4	Case	\$ 51.0000	\$ 204.00
O2 Mask Adult Non-Rebreather w/o safety vent	HUDSON	1060	No	60	Case	\$ 52.5000	\$ 3,150.00
O2 Nasal Cannula Adult, 7ft	CURAPLEX	24003	Yes	60	Case	\$ 13.5000	\$ 810.00
O2 Supply Tubing 7ft	MEDSOURCE	MS-20007	Yes	1	Case	\$ 16.5000	\$ 16.50
Bougie-to-go ET Tube Introducer, Adult 15F x 60cm with Coude Tip	SUNMED	9-0212-82	Yes	100	Each	\$ 4.1800	\$ 418.00
Bougie ET Tube Introducer, Pediatric 10F x 70cm with Coude Tip	SUNMED	9-0211-70	Yes	25	Each	\$ 4.1800	\$ 104.50

**Term Contract for Airways and EKG Medical Supplies  
 BID 16-033  
 Bid Pricing Spreadsheet**

Section I: Airways (cont'd)	Manufacturer Name	Manufacturer Number	Substitutes are only allowed for each item stating Yes.	Estimated Annual Quantity by Smallest Unit Available from Manufacturer		Bid Price per Smallest Unit Available from Manufacturer	Extended Pricing
Scort Quickdraw Cannister w/short barbed tip	SSCOR	50007-107	No	10	Each	\$ 13.4200	\$ 134.20
O2 Nebulizer w/ Tubing and Mouthpiece	CURAPLEX	301-200	Yes	12	Case	\$ 32.5000	\$ 390.00
Disposable Humidifier	AIRLIFE	2006	Yes	10	Each	\$ 1.7200	\$ 17.20
AMBU Spur II Bag Valve Mask Adult (with mask)	AMBU	520211000B	No	400	Each	\$ 8.5000	\$ 3,400.00
AMBU Spur Bag Valve Mask Infant/Child (with Infant and Child masks)	AMBU	530215000	No	40	Each	\$ 12.6500	\$ 506.00
Oxygen Nut & Stem (Plastic)	SMITH MEDICAL	33-2600	Yes	10	Each	\$ 0.6400	\$ 6.40
Magill Forceps Adult sizes	ZULCO INTERNATIONAL	9-476	Yes	5	Each	\$ 3.3500	\$ 16.75
Magill Forceps Child sizes	SURGICAL DESIGN INC	297	Yes	5	Each	\$3.3000	\$ 16.50
Gastric Sump Tube, 48", 18F, Sterile	COVIDIEN	8888264986	Yes	30	Each	\$1.8500	\$ 55.50

**Term Contract for Airways and EKG Medical Supplies**

**BID 16-033**

**Bid Pricing Spreadsheet**

<b>Section 1: Airways (cont'd)</b>	<b>Manufacturer Name</b>	<b>Manufacturer Number</b>	<b>Substitutes are only allowed for each item stating Yes.</b>	<b>Estimated Annual Quantity by Smallest Unit Available from Manufacturer</b>		<b>Bid Price per Smallest Unit Available from Manufacturer</b>	<b>Extended Pricing</b>
Greenline/D Disposable Fiber Optic Laryngoscope Blades Macintosh 2	SURGIMED	5-5332-02	No	40	Each	\$3.5700	\$ 142.80
Greenline/D Disposable Fiber Optic Laryngoscope Blades Macintosh 3	VALUEMED	301-B3030	No	100	Each	\$3.4000	\$ 340.00
Greenline/D Disposable Fiber Optic Laryngoscope Blades Macintosh 4	SUNMED	5-5332-04	No	200	Each	\$3.5700	\$ 714.00
Greenline/D Disposable Fiber Optic Laryngoscope Blades Miller 0	SUNMED	5-5333-00	No	20	Each	\$3.5700	\$ 71.40
Greenline/D Disposable Fiber Optic Laryngoscope Blades Miller 1	SUNMED	5-5333-01	No	20	Each	\$3.5700	\$ 71.40
Greenline/D Disposable Fiber Optic Laryngoscope Blades Miller 2	SUNMED	5-5333-02	No	40	Each	\$3.5700	\$ 142.80
Greenline/D Disposable Fiber Optic Laryngoscope Blades Miller 3	SUNMED	5-5333-03	No	80	Each	\$3.5700	\$ 285.60
Greenline/D Disposable Fiber Optic Laryngoscope Blades Miller 4	SUNMED	5-5333-04	No	80	Each	\$3.5700	\$ 285.60
*Greenline/D Fiber Optic, 10/32" Halogen/Xenon Reflector Laryn Lamp for Medium Laryngoscope Handle	SUNMED	*5-0240-52	No	20	Each	\$9.4800	\$ 189.60
<b>TOTAL for Section 1:</b>							<b>\$ 15,953.91</b>

Term Contract for Airway and EKG Medical Supplies

BID 16-033

Bid Pricing Spreadsheet

Section 2: EKG	Manufacturer Name	Manufacturer Number	Substitutes are only allowed for each item stating Yes.	Estimated Annual Quantity by Smallest Unit Available from Manufacturer		Bid Price per Smallest Unit Available from Manufacturer	Extended Pricing
Recording Paper for Physio Control Life Pak 12, 4" wide	LEONARD LANG	12394	No	1000	Each	\$ 1.7760	\$ 1,776.00
Medicotest Blue Sensor Disposable Electrodes	AMBU	R-00 S/10	No	8000	Pack	\$ 2.7600	\$ 22,080.00
Self adhesive pregelled low impedance electrodes with direct connect to Physio Control Quick combo cables (pediatrics)	CONMED	3112-1730	No	20	Each	\$ 14.8900	\$ 297.80
Self adhesive pregelled low impedance electrodes with direct connect to Physio Control Quick combo cables (adult)	CONMED	3112-1731	No	250	Each	\$ 14.8900	\$ 3,722.50
<b>TOTAL for Section 2:</b>							<b>\$ 27,876.30</b>

**Term Contract for the Purchase of Airway and EKG Medical Supplies for Fort Bend County  
 BID 16-033**

**BTM Item Numbers and Descriptions**

Customer's Description	Item Number	BTM's Description	Vendor Name	Vendor Item #	U/M	Price
40mm Berman (dual channel) Oral Airway	12974	MEDSTORM - AIRWAY BERMAN 40MM PINK 5/PK	ASIA CONNECTION-TAIWAN	ME6504PK-5P (PK5)	PK	\$ 0.54
60mm Berman (dual channel) Oral Airway	12976	MEDSTORM - AIRWAY BERMAN 60MM BLACK 5/PK	ASIA CONNECTION-TAIWAN	ME6506BK-5P (PK5)	PK	\$ 0.54
80mm Berman (dual channel) Oral Airway	12978	MEDSTORM - AIRWAY BERMAN 80MM GREEN 5/PK	ASIA CONNECTION-TAIWAN	ME6508GN-5P (PK5)	PK	\$ 0.58
90mm Berman (dual channel) Oral Airway	12979	MEDSTORM - AIRWAY BERMAN 90MM YELLOW 5/PK	ASIA CONNECTION-TAIWAN	ME6509YL-5P (PK5)	PK	\$ 0.58
100mm Berman (dual channel) Oral Airway	12980	MEDSTORM - AIRWAY BERMAN 100MM RED 5/PK	ASIA CONNECTION-TAIWAN	ME6510RD-5P (PK5)	PK	\$ 0.62
110mm Berman (dual channel) Oral Airway	12981	MEDSTORM - AIRWAY BERMAN 110MM ORANGE 5/PK	ASIA CONNECTION-TAIWAN	ME6511ON-5P (PK5)	PK	\$ 0.62
Thomas E.T. Tube Holder Adult size	020500	ENDOTRACHEAL TUBE HOLDER ADULT THOMAS	LAERDAL MEDICAL CORP.	600-10000	EA	\$ 2.60
Thomas E.T. Tube Holder Pediatric size	020400	ENDOTRACHEAL TUBE HOLDER PEDIATRIC/CHILD THOMAS	LAERDAL MEDICAL CORP.	600-20000	EA	\$ 2.60
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 2.5 Uncuffed	38001	MEDSTORM - FLEXX SET 2.5 UNCUFFED 10EA/BX 10BX/CS	ASIA CONNECTION SHANGHAI	ME6625.ST	EA	\$ 1.38
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 3.0 Uncuffed	38002	MEDSTORM - FLEXX SET 3.0 UNCUFFED 10EA/BX 10BX/CS	ASIA CONNECTION SHANGHAI	ME6630.ST	EA	\$ 1.38
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 4.0 Uncuffed	2112-38004	MEDSTORM - FLEXX SET 4.0 UNCUFFED 10EA/BX 10BX/CS	ASIA CONNECTION SHANGHAI	ME6640.ST	EA	\$ 1.38
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 4.5 Uncuffed	38005	MEDSTORM - FLEXX SET 4.5 UNCUFFED 10EA/BX 10BX/CS	ASIA CONNECTION SHANGHAI	ME6645.ST	EA	\$ 1.38
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 5.0 Uncuffed	38006	MEDSTORM - FLEXX SET 5.0 UNCUFFED 10EA/BX 10BX/CS	ASIA CONNECTION SHANGHAI	ME6650.ST	EA	\$ 1.38
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 5.5 Cuffed	38012	MEDSTORM - FLEXX SET 5.5 CUFFED 10EA/BX 10BX/CS	ASIA CONNECTION SHANGHAI	ME6755.ST	EA	\$ 1.42
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 6.0 Cuffed	38013	MEDSTORM - FLEXX SET 6.0 CUFFED 10EA/BX 10BX/CS	ASIA CONNECTION SHANGHAI	ME6760.ST	EA	\$ 1.42
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 6.5 Cuffed	38014	MEDSTORM - FLEXX SET 6.5 CUFFED 10EA/BX 10BX/CS	ASIA CONNECTION SHANGHAI	ME6765.ST	EA	\$ 1.42
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 7.0 Cuffed	38015	MEDSTORM - FLEXX SET 7.0 CUFFED 10EA/BX 10BX/CS	ASIA CONNECTION SHANGHAI	ME6770.ST	EA	\$ 1.42

**Term Contract for the Purchase of Airway and EKG Medical Supplies for Fort Bend County  
 BID 16-033**

**BTM Item Numbers and Descriptions**

Customer's Description	Item Number	BTM's Description	Vendor Name	Vendor Item #	U/M	Price
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 7.5 Cuffed	38016	MEDSTORM - FLEXX SET 7.5 CUFFED 10EA/BX 10BX/CS	ASIA CONNECTION SHANGHAI	ME6775.ST	EA	\$ 1.42
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 8.0 Cuffed	38017	MEDSTORM - FLEXX SET 8.0 CUFFED 10EA/BX 10BX/CS	ASIA CONNECTION SHANGHAI	ME6780.ST	EA	\$ 1.42
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 8.5 Cuffed	38018	MEDSTORM - FLEXX SET 8.5 CUFFED 10EA/BX 10BX/CS	ASIA CONNECTION SHANGHAI	ME6785.ST	EA	\$ 1.42
Endotracheal Tube with Stylette with easy-to-read depth marks and low pressure inflatable cuffs, sterile, latex-free. 9.0 Cuffed	38020	MEDSTORM - FLEXX SET 9.0 CUFFED 10EA/BX 10BX/CS	ASIA CONNECTION SHANGHAI	ME6790.ST	EA	\$ 1.42
20F Nasopharyngeal airways	51154	MEDSTORM - NPA 20F LATEX FREE PVC 100EA/CS	Well Lead Trading Co. Ltd.	321050	EA	\$ 1.35
24F Nasopharyngeal airways	51156	MEDSTORM - NPA 24F LATEX FREE PVC 100EA/CS	Well Lead Trading Co. Ltd.	321060	EA	\$ 1.35
26F Nasopharyngeal airways	51157	MEDSTORM - NPA 26F LATEX FREE PVC 100EA/CS	Well Lead Trading Co. Ltd.	321065	EA	\$ 1.35
28F Nasopharyngeal airways	51158	MEDSTORM - NPA 28F LATEX FREE PVC 100EA/CS	Well Lead Trading Co. Ltd.	321070	EA	\$ 1.35
30F Nasopharyngeal Airways	51159	MEDSTORM - NPA 30F LATEX FREE PVC 100EA/CS	Well Lead Trading Co. Ltd.	321075	EA	\$ 1.35
36F Nasopharyngeal Airways	51162	MEDSTORM - NPA 36F LATEX FREE PVC 100EA/CS	Well Lead Trading Co. Ltd.	321090	EA	\$ 1.35
1200cc Replacement/Disposable Suction Canister, for S-Scort "Ten" suction unit	598041	SUCTION CANISTER DISPOSABLE RIGID GREEN TOP 1200cc 48/CS HI-FLOW	BEMIS MANUFACTURING COMPANY	484410	EA	\$ 2.79
8F whistle tip Suction Catheter	36091	MEDSTORM - SUCTION CATH 8 FR 50EA/CS	ASIA CONNECTION SHANGHAI	ME6808B	EA	\$ 0.15
10F whistle tip Suction Catheter	36092	MEDSTORM - SUCTION CATH 10 FR 50EA/CS	ASIA CONNECTION SHANGHAI	ME6810B	EA	\$ 0.15
18F whistle tip Suction Catheter	36096	MEDSTORM - SUCTION CATH 18 FR 50EA/CS	ASIA CONNECTION SHANGHAI	ME6818B	EA	\$ 0.15
Yankaur Suction Tip w/Control	533-MS-YK10EA	CURAPLEX Yankauer suction handle, bulb tip with control vent, sterile 50ea/cs	MEDSOURCE INTERNATIONAL	MS-YK10	EA	\$ 0.42
Yankaur "Big Yank" Suction Tip w/Control Vent, Sterile, 11/32" open tip, integral blister tube and canister connector pre-attached	218-0034920UEA	Suction system, Big Yank, with bulb tip, with control vent, 11/32 in. I.D. x 6 ft tubing 10ea/cs	CONMED CORPORATION	0034920U	EA	\$ 9.17
Suction Tubing Non Conducting Vinyl 7/2" x 1/4" ID	D4808	SUCTION TUBING ONLY 1/4 IN X 6 FT 50/CS	ADI MEDICAL	66305	EA	\$ 0.74
Infant Medium Concentration Oxygen Mask	416218	MASK MEDIUM CONCENTRATION INFANT 0-2 YEARS 50/BX 396218	TELEFLEX MEDICAL	396218	EA	\$ 0.89
O2 Mask Pediatric Partial Non-Rebreather w/safety vent	D6141	MASK PARTIAL NON REBREATHER PEDIATRIC 50/CS 1058	TELEFLEX MEDICAL	1058	EA	\$ 1.02
O2 Mask Adult Non-Rebreather w/o safety vent	D6144	MASK NON REBREATHER ADULT 50/CS 1060	TELEFLEX MEDICAL	1060	EA	\$ 1.05
O2 Nasal Cannula Adult, 7ft	301-107EA	Oxygen nasal cannula, adult, conventional style, clear non-flared prongs, 7 ft tubing, LF 50ea/cs	MEDSOURCE INTERNATIONAL	MS-24003	EA	\$ 0.27
O2 Supply Tubing 7ft	355-402-EEA	Oxygen tubing, smooth bore, No-Crush lumen, 7 ft, latex free 50ea/cs	MEDSOURCE INTERNATIONAL	MS-20007	EA	\$ 0.33
Bougie-to-go ET Tube Introducer, Adult 15F x 60cm with Coude Tip	2120-21282	ET Tube Introducer, Bougie-To-Go, Adult w/ Coude Tip, 15 FR, 60mm, 10/PK	SUN MED	9-0212-82	EA	\$ 4.18

**Term Contract for the Purchase of Airway and EKG Medical Supplies for Fort Bend County**

**BID 16-033**

**BTM Item Numbers and Descriptions**

Customer's Description	Item Number	BTM's Description	Vendor Name	Vendor Item #	U/M	Price
Bougie ET Tube Introducer, Pediatric 10F x 70cm with Coude Tip	2120-17010	ET TUBE INTRODUCER PEDIATRIC 10 FR X 70 CM W/ COUDE TIP 10/BX	SUN MED	9-0211-70	EA	\$ 4.18
Sscort Quickdraw Cannister w/short barbed tip	2211-82017	CANISTER COLLECTION QUICKDRAW SUCTION (SHORT) BARBED TIP 20/CS	SSCOR, INC.	2488-20	EA	\$ 13.42
O2 Nebulizer w/ Tubing and Mouthpiece	301-200EA	CURAPLEX Nebulizer, small volume, hand held, with tee, mouthpiece, flextube, 7 ft tubing 50ea/cs	WESTMED, INC.	200	EA	\$ 0.65
Disposable Humidifier	020643	HUMIDIFIER DISPOSABLE 50/CS	CAREFUSION 303, INC.	002006	EA	\$ 1.72
AMBU Spur II Bag Valve Mask Adult (with mask)	520-211	BVM, SPUR II, ADULT W/ MEDIUM ADULT MASK, INDIVIDUALLY BOXED 12/CS	AMBU, INC.	520211000B	EA	\$ 8.50
AMBU Spur Bag Valve Mask Infant/Child (with Infant and Child masks)	2442-21512	BVM, SPUR II, Pediatric Bagged, Bag Reservoir, Infant and Toddler Facemasks, Medication Port 12ea/cs	AMBU, INC.	530215000	EA	\$ 12.65
Oxygen Nut & Stem (Plastic)	26-33-2600EA	O2 Connector, Barb, Nipple/Nut, Tapered, Plastic, Green 50ea/pk	SMITHS MEDICAL ASD, INC.	33-2600	EA	\$ 0.64
Magill Forceps Adult sizes	400008	FORCEPS MAGILL INTUBATING ADULT 9.75 IN 12EA/BX	ZULCO INTERNATIONAL	9-476	EA	\$ 3.35
Magill Forceps Child sizes	0128	forceps, Magill, child	SURGICAL DESIGN, INC	297	EA	\$ 3.30
Gastric Sump Tube, 48", 18F, Sterile	2231-98618	Salem Gastric Sump Tube, 18 Fr, 48 inch 50ea/cs	COVIDIEN	8888264986	EA	\$ 1.85
Greenline/D Disposable Fiber Optic Laryngoscope Blades Macintosh 2	025302	LARYNGOSCOPE BLADE DISP. FIBEROPTIC STAINLESS STEEL MAC 2 20/BX GREENLINE	SUN MED	5-5332-02	EA	\$ 3.57
Greenline/D Disposable Fiber Optic Laryngoscope Blades Macintosh 3	301-B3030EA	Laryngoscope blade, CURAPLEX, MAC 3, fiber optic, MED adult, 130mm, disposable 20ea/cs	SUN MED	8-3030	EA	\$ 3.40
Greenline/D Disposable Fiber Optic Laryngoscope Blades Macintosh 4	025304	LARYNGOSCOPE BLADE DISP. FIBEROPTIC STAINLESS STEEL MAC 4 20/BX GREENLINE	SUN MED	5-5332-04	EA	\$ 3.57
Greenline/D Disposable Fiber Optic Laryngoscope Blades Miller 0	025330	LARYNGOSCOPE BLADE DISP. FIBEROPTIC STAINLESS STEEL MILLER 0 20/BX GREENLINE	SUN MED	5-5333-00	EA	\$ 3.57
Greenline/D Disposable Fiber Optic Laryngoscope Blades Miller 1	025331	LARYNGOSCOPE BLADE DISP. FIBEROPTIC STAINLESS STEEL MILLER 1 20/BX GREENLINE	SUN MED	5-5333-01	EA	\$ 3.57
Greenline/D Disposable Fiber Optic Laryngoscope Blades Miller 2	025332	LARYNGOSCOPE BLADE DISP. FIBEROPTIC STAINLESS STEEL MILLER 2 20/BX GREENLINE	SUN MED	5-5333-02	EA	\$ 3.57
Greenline/D Disposable Fiber Optic Laryngoscope Blades Miller 3	025333	LARYNGOSCOPE BLADE DISP. FIBEROPTIC STAINLESS STEEL MILLER 3 20/BX GREENLINE	SUN MED	5-5333-03	EA	\$ 3.57
Greenline/D Disposable Fiber Optic Laryngoscope Blades Miller 4	025334	LARYNGOSCOPE BLADE DISP. FIBEROPTIC STAINLESS STEEL, MILLER 4 20/BX GREENLINE	SUN MED	5-5333-04	EA	\$ 3.57
Greenline/D Fiber Optic, 10/32" Halogen/Xenon Reflector Lamp for Medium Laryngoscope Handle	024052	LAMP FIBEROPTIC HALOGEN XENON REFLECTIVE FOR HANDLES - GREENLINE	SUN MED	5-0240-52	EA	\$ 9.48
Recording Paper for Physio Control Life Pak 12, 4" wide	492-12394PK	Paper, LP11, LP12 and LP15, Size 108 mm x 23 m roll, 5rolls/pk 20pk/cs, LifePak	LEONHARD LANG USA, INC.	12394	PK	\$ 8.88
Medicotest Blue Sensor Disposable Electrodes	230010	Electrodes, BlueSensor R, Adult, Foam 10/PK 50PK/BX 2BX/CS (100pk/cs)	AMBU, INC.	R-00-S/10	PK	\$ 2.76

**Term Contract for the Purchase of Airway and EKG Medical Supplies for Fort Bend County  
 BID 16-033**

**BTM Item Numbers and Descriptions**

Customer's Description	Item Number	BTM's Description	Vendor Name	Vendor Item #	U/M	Price
Self adhesive pregelled low impedance electrodes with direct connect to Physio Control Quick combo cables (pediatrics)	R17300	R2 MULTIFUNCTION DEFIB PADS, PEDI, RADIOTRANSLUCENT, QUIK-COMBO CONNECT, LP12, LP15 ONLY, 10PR/CS	CONMED CORPORATION	3112-1730	PR	\$ 14.89
Self adhesive pregelled low impedance electrodes with direct connect to Physio Control Quick combo cables (adult)	R29710	R2 MULTIFUNCTION DEFIB PADS, ADULT, RADIOTRANSLUCENT, PHYSIO DIRECT CONNECT QUIK-COMBO 10PR/CS	CONMED CORPORATION	3112-1731	PR	\$ 14.89

**UNANIMOUS WRITTEN CONSENT  
OF THE  
BOARD OF DIRECTORS OF SARNOVA, INC.**

The undersigned, being all of the directors of Sarnova, Inc., a Delaware corporation (the "Corporation"), hereby take, pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, the following actions by written consent and without a meeting, which actions shall have the same force and effect as if duly adopted at a meeting duly called and held on July 25, 2014, at which a quorum was present and acting throughout.

**WITNESSETH**

**WHEREAS**, the Board of Directors of the Corporation (the "Board") previously adopted a delegation of authority matrix ("Authority Matrix") on May 5, 2014, designating specific roles (based on job titles) within Sarnova, Inc. and each of its wholly owned subsidiaries that have signatory authority for certain actions and, as a result, have the authority to execute certain documents for the Corporation and its wholly owned subsidiaries;

**WHEREAS**, in conjunction with adopting the aforementioned Authority Matrix, the Board also identified specific individuals that possess signatory authority with respect to certain business areas despite the fact such individuals did not have a title specifically identified in the Authority Matrix;

**WHEREAS**, there have been subsequent changes in personnel for the Corporation and/or its wholly owned subsidiaries that warrant updating the list of specific individuals who are to have signatory authority on behalf of the Corporation and/or its wholly owned subsidiaries despite the fact such individuals do not have a title specifically identified in the Authority Matrix; and


**NOW, THEREFORE**, be it:

**RESOLVED**, that the following individuals have signatory authority as designated to "Company VP" on the Authority Matrix:

<u>Name</u>	<u>Title</u>	<u>Area of Authority</u>
Tom Metcalf	Executive Vice President	Bound Tree Medical, LLC and Tri-anim Health Services, Inc.
Darrell Hughes	General Counsel	All Companies
Shawn Saylor	Controller	All Companies
Matt Spencer	General Manager	DXE Medical, Inc.

<u>Name</u>	<u>Title</u>	<u>Area of Authority</u>
Mike Buerger	General Manager	Emergency Medical Products, Inc.
Rick Barber	General Manager	Bound Tree Medical, LLC and Tri-anim Health Services, Inc.
Rich Hardman	Director of Private Label Sourcing and Kitting	Bound Tree Medical, LLC
Tom Balliett	Director of Product Management	Bound Tree Medical, LLC

IN WITNESS WHEREOF, the undersigned have executed this written consent as of the date and year set forth above.

  
 \_\_\_\_\_  
 Matthew D. Walter

\_\_\_\_\_  
 Timothy A Dugan

\_\_\_\_\_  
 Kevin M. Swan

\_\_\_\_\_  
 Christopher R. Sweeney

<u>Name</u>	<u>Title</u>	<u>Area of Authority</u>
Mike Buerger	General Manager	Emergency Medical Products, Inc.
Rick Barber	General Manager	Bound Tree Medical, LLC and Tri-anim Health Services, Inc.
Rich Hardman	Director of Private Label Sourcing and Kitting	Bound Tree Medical, LLC
Tom Balliett	Director of Product Management	Bound Tree Medical, LLC

**IN WITNESS WHEREOF**, the undersigned have executed this written consent as of the date and year set forth above.

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Christopher R. Sweeney

<u>Name</u>	<u>Title</u>	<u>Area of Authority</u>
Mike Buerger	General Manager	Emergency Medical Products, Inc.
Rick Barber	General Manager	Bound Tree Medical, LLC and Tri-anim Health Services, Inc.
Rich Hardman	Director of Private Label Sourcing and Kitting	Bound Tree Medical, LLC
Tom Balliett	Director of Product Management	Bound Tree Medical, LLC

IN WITNESS WHEREOF, the undersigned have executed this written consent as of the date and year set forth above.

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Matthew D. Walter

  
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Kevin M. Swan

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Christopher R. Sweeney

## 24-Hour Disaster Support



800.863.0953

Bound Tree Disaster  
Support Hotline

Bound Tree Medical's Emergency Disaster Support Program is a valuable resource for agencies that encounter incidents that require immediate deployment of emergency medical supplies and equipment. This program enables users to call Bound Tree Medical's Disaster Support Hotline at 800-863-0953 to report major incidents and identify medical supply needs. Once reported, Bound Tree Medical personnel will take immediate measures to assist in relief efforts.

Bound Tree Medical can provide emergency assistance quickly due to its national presence and regional distribution centers which house thousands of emergency medical products. The company is focused on helping come to the aid of others in need, and can be a valuable contributor in disaster relief efforts.

**BoundTree**  
medical

800-533-0523 | [www.boundtree.com](http://www.boundtree.com)

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

### About Bound Tree Medical

Bound Tree Medical specializes in emergency medical equipment, supplies and product expertise for fire departments, military, government institutions and other EMS organizations that provide pre-hospital, emergency care. The company supports customers with a team of EMS-experienced account managers, customer service representatives and product specialists, backed by strong vendors and a national distribution network. From everyday disposable items to extensive capital equipment, Bound Tree offers thousands of quality products from leading manufacturers to help EMS providers save lives.

# Partners in EMS



## In-Service Training

Our EMS-experienced Account Managers can provide quality in-service training and support to you and your department. Since they live in your area, they understand state and local requirements and protocols.



## Advanced Online Tools

From free online continuing education courses at [www.BoundTreeUniversity.com](http://www.BoundTreeUniversity.com) to elaborate online ordering tools at [www.boundtree.com](http://www.boundtree.com), we are focused on the most cutting edge technology that will streamline your day-to-day operations.



## 24-Hour Disaster Support

Our Emergency Disaster Support Program can provide relief efforts to agencies that require immediate deployment of emergency medical supplies. To activate the program, call 800-863-0953 and identify your needs.



## Grants Support

Safety and patient care should never be compromised because of inadequate budgets. Our experienced grant writers can help you find funding opportunities for equipment, training, personnel and vehicles at [www.boundtreegrants.com](http://www.boundtreegrants.com).



## Passion and Perspective

At the heart of Bound Tree Medical is a team of employees who are passionate about EMS and the communities they serve. We have the experience required to meet your needs.



Bound Tree Medical is a specialty distributor of emergency medical equipment, supplies, pharmaceuticals and product expertise for fire departments, military, government institutions and other EMS organizations that provide pre-hospital, emergency care. We support our customers with our team of EMS-experienced product specialists, customer service representatives and local account managers, backed by strong vendors and a national distribution network.

From everyday disposable items to extensive capital equipment, we offer thousands of quality products from leading manufacturers to help our customers save lives. Our cutting-edge distribution model and five nationwide distribution centers allow us to provide prompt and accurate delivery anywhere in the United States. We are passionate about EMS and have developed specialty programs to demonstrate our dedication, including scholarships, grants support and disaster support. We strive to truly understand the needs and demands of EMS providers and deliver the products and services that address those needs.

**BoundTree**  
medical

800-533-0523 | [www.boundtree.com](http://www.boundtree.com)



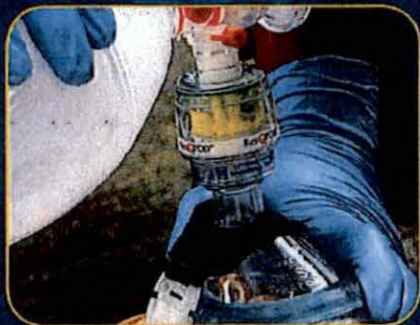
**BoundTree**  
UNIVERSITY

Visit [www.BoundTreeUniversity.com](http://www.BoundTreeUniversity.com)

Bound Tree University is dedicated to the education and interests of First Responders, EMTs and Paramedics. The website is a research and training tool that examines emergency medical services, products and care related to pressing issues within the industry. It features interactive tools and a wealth of EMS knowledge and literature, helping providers learn about, research and respond to the important situations they face each day.



**Learn** about new care techniques and refresh existing knowledge by taking continuing education courses online. All courses are free, interactive and fully accredited by the Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS).



**Research** the hottest topics in the industry by reviewing the products and services that support them. The Product Lab contains in-depth materials on key emergency medical products and protocols, including videos, white papers, manufacturer studies and product reviews.



**Respond** to calls with increased confidence and high-quality care by keeping up with EMS headlines across the nation. Bound Tree University compiles the latest news, articles and press releases from industry-leading organizations and professionals who are passionate about emergency medical services and the people that provide care.

**REFERENCES**

- 1) Jeff Myers, Chief  
San Francisco Fire Department  
1415 Evans Avenue  
San Francisco, CA 34124  
415-920-2914  
[jeff.myers@sfgov.org](mailto:jeff.myers@sfgov.org)
  
- 2) Duane Jones, Purchasing Agent / Flight Paramedic  
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6601 Pueblo Dr.  
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316-218-8029  
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- 3) Rick Meadows  
City of Columbus Fire Department  
2028 Williams Road  
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614-221-3132
  
- 4) Carl Flores, Director of Logistics  
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[cflores@cityofno.com](mailto:cflores@cityofno.com)
  
- 5) Jeff Wainwright  
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410-396-2718  
[jeffrey.wainwright@baltimorecity.gov](mailto:jeffrey.wainwright@baltimorecity.gov)



Making Precious Minutes Count...™

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](http://www.boundtree.com)
- 2) **Email:** Orders may be emailed to customer service at [customerservice@boundtree.com](mailto: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/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.

## Locations

Bound Tree Medical has strategically located regional offices and distribution centers that enable Quick and efficient delivery of information and products to better assist customers.



### Offices:

#### Bound Tree Medical Headquarters

Bound Tree Medical  
5000 Tuttle Crossing Blvd  
Dublin, OH 43016  
Phone: 800.533.0523  
Fax: 800.257.5713  
Web: [www.boundtree.com](http://www.boundtree.com)

#### Sarnova Headquarters

Sarnova, Inc  
5000 Tuttle Crossing Blvd  
Dublin, OH 43016  
Phone: 800.533.0523  
Fax: 800.257.5713  
Web: [www.sarnova.com](http://www.sarnova.com)

### Distribution Centers: Bound Tree Medical

#### Texas

221 E. Arkansas Lane Suite 145  
Arlington, TX 76010

#### Arizona

596 E. Germann Road Suite 104  
Gilbert, AZ 85297

#### Mississippi

481 Airport Industrial Drive Suite 101  
South Haven, MS 38671

#### California

2237 N. Plaza Drive  
Visalia, CA 93291

#### Florida

7320 Kingspointe Parkway Suite 580  
Orlando, FL 32819-6548

#### New York

620 Pierce Road  
Clifton Park, NY 12065

### Speciality Divisions:

Bound Tree Medical Federal Government Division  
5000 Tuttle Crossing Blvd  
Dublin, OH 43016  
Phone: 800.890.3092  
Fax: 800.971.7277  
Email: [fedserve@boundtree.com](mailto:fedserve@boundtree.com)  
Web: [www.boundtreefed.com](http://www.boundtreefed.com)

Bound Tree Medical Grants Division  
5000 Tuttle Crossing Blvd  
Dublin, OH 43016  
Phone: 800.282.7904  
Fax: 614.760.5010  
Web: [www.boundtreegrants.com](http://www.boundtreegrants.com)

## NON-WARRANTY PRODUCT RETURN POLICY

Prior to returning a product, please contact the Bound Tree Medical Customer Service Department at 800-533-0523 to obtain a return merchandise authorization (RMA) number. This will help us to 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.

All pharmaceuticals, items with expiration dates, and items that are subject to FDA tracking requirements are not returnable. Bound Tree Medical will only accept returns for pharmaceuticals if it was an error on our part. If so, please contact us within 7 calendar days of receipt of the product to obtain an RMA number. Items received without an RMA or after 15 calendar days will not receive credit.

If Bound Tree Medical makes an error in fulfilling or shipping your order, we will promptly rectify the mistake at no cost to you. If we have made an error and you wish to return the product(s) to us, notification must be received within 15 days of invoice. Following the initial error notification, please follow the return policy guidelines:

### Non-returnable Items Include:

1. Items that are special order items.
2. Items that are buy-to-order (BTO) items.
3. Items that have been marked or engraved.
4. Items returned with broken packaging or not in original packaging.
5. Customized items, any sterile product that has been opened or items determined by Bound Tree Medical not to be in resalable condition.
6. Product that is more than 60 days older than the invoice date.

### Return Policy Guidelines:

1. Items returned within 30 days of the invoice date will not be subject to a restocking fee.
2. Items returned 31 - 60 days than the invoice date will be subject to a 15% restocking fee.
3. Items older than 60 days from the invoice date will not be accepted in our warehouse and will be returned to the customer.
4. Please write the RMA number clearly on the package label.

5. Enclose a copy of the original invoice or packing list in the box.
6. Send the package freight prepaid.
7. Returns must be received by Bound Tree Medical within 30 days of issuance of RMA number.
8. Items received without a RMA number will not be eligible for credit.

## **RETURNS FOR PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Bound Tree Medical has experienced a significant surge in orders for personal protective equipment (PPE) due to the outbreak of Ebola and we are working closely with our suppliers to keep up with the increased demand. To further this effort and ensure that we do not over-allocate products based upon excess order quantities, PPE products will no longer be eligible for return. Additionally, all open PO's for PPE products will not be cancellable after placement. This policy update is effective October 22, 2014. We will revisit this update when the Ebola crisis has subsided and alert you to any additional changes.

As indicated on the Bound Tree return policy, all returns require an approved RMA number. Items received without an RMA will not receive credit. Please contact Customer Service at 800-533-0523 if you have questions or would like additional information.

## **RETURN FOR REPAIRS**

Items to be 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 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. Please save all boxes and packing material. All shipment errors must be reported immediately upon receipt to Bound Tree Medical Customer Service.



Making Precious Minutes Count...™

## **Bound Tree Medical 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 City of Virginia Beach.
- 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 or at catalog specific to City of Virginia Beach.
- 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.
- i. 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.
- j. 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.
- k. The purchase requisition process provides date and time stamps for all purchase requisition activities.
- l. Invoice history is posted on BoundTree.com for user access.