



AGENDA ITEM 2020-453

AGENDA CAPTION: Consider and act upon awarding a two-year contract with three, one-year extension options to Bound Tree Medical, LLC (Bound Tree) with an alternate contract to Life-Assist, Inc. (Life-Assist) to provide EMS Fire Dept Medical Supplies for the City of Midlothian effective January 1, 2021.

ITEM SUMMARY/BACKGROUND:

An Invitation to Bid was released for EMS Fire Dept Medical Supplies on October 29, 2020. This bid was advertised in the Midlothian Mirror and on the City website on October 29th and November 5th, 2020. Twenty-four bidders requested bid specifications directly from the City website and seven bids were received by the bid closing time on November 20, 2020 at 11:00 a.m., CST with Bound Tree and Life-Assist being the most advantageous of the seven bids received. Bound Tree was the overall lowest bid and Life-assist will serve as a secondary option in the event Bound Tree cannot supply the needed product.

SPECIAL CONSIDERATION: Due to our current COVID-19 situation, vendors are unable to provide annual pricing. They are requesting 30-day pricing review subject to manufacturer increases which will be substantiated with the EMS Battalion Chief and Purchasing Agent. They are also agreeable to price decrease consideration if applicable.

FINANCIAL IMPACT/FUNDING SOURCE:

These services will be on an as-needed basis throughout the year. Funding is available in 105-619-343. Contract will be two years with three one-year renewal extensions.

ATTACHMENTS:

1. Bid Tabulation
2. Contract – Bound Tree Medical, LLC
3. Contract – Life-Assist, Inc.

ALTERNATIVES:

Approve or Deny.

RECOMMENDATION:

Staff recommends approval as presented.

SUBMITTED BY and TO BE PRESENTED BY: Dale McCaskill, Fire Chief, for the December 8, 2020 City Council meeting.

A handwritten signature in black ink, appearing to read "Dale McCaskill", written over a horizontal line.

REVIEWED BY:

Ann M. Honza

Ann Honza, CPA, Finance Director

REVIEWED BY:

Mary McDonald

Mary McDonald, Deputy City Secretary

APPROVED BY:

Chris Dick

Chris Dick, City Manager

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

**Bound Tree***Your Partner In EMS*

5000 Tuttle Crossing Blvd.

Dublin, OH 43018

614.760.5000

www.boundtree.com

November 18, 2020

City of Midlothian
Purchasing Department
104 West Ave. E
Midlothian, TX, 76065

Dear Cheryl Allison,

Bound Tree Medical is pleased to offer the attached proposal for the City of Midlothian EMS Medical Supplies Bid. 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:

- Proposal Information & Pricing
- BTM Item Numbers & Descriptions
- BTM Pharmaceutical Advantage/ VAWD Certification
- BTM Price Increase Policy
- Disaster Program Information
- BTM University
- References
- Customer Service
- Distribution Center Information
- Return Policy
- Warranty Information
- Online Ordering Capabilities
- Sample COI
- W-9

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.

Greg Wolf, LP
Account Manager
817.658.4168
Greg.Wolf@boundtree.com

Addie Shough
Pricing Analyst, Bids & Contracts
800.533.0523 x 5352
Addie.Shough@boundtree.com



Purchasing Division

*Cheryl Allison
Purchasing Agent*

**ADDENDUM #2, November 13, 2020
BID NO. 2020-28**

EMS FIRE DEPT. MEDICAL SUPPLIES

1. ANNOUNCEMENT OF CHANGE TO BID OPENING DATE


- A. The bid opening has been extended to Friday, November 20, 2020 at 11:00 AM. No other exceptions to the bid opening have been made.

2. REMINDER AS STATED IN RFP

- A. All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.
- B. All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at cheryl.allison@midlothian.tx.us prior to Monday, November 16, 2020 at 11:00 AM.

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND
RETURNED WITH YOUR BID**

NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE

Signature 
Name Brian LaDuke
Title President, Emergency Preparedness
Tel. No. 800.533.0523



Purchasing Division

Cheryl Allison
Purchasing Agent

ADDENDUM #1, November 13, 2020
BID NO. 2020-28

EMS FIRE DEPT. MEDICAL SUPPLIES
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1. ATTACHMENT

- A. Usage Spreadsheet
- B. Revised List of Items for RFP Spreadsheet

2. CLARIFICATION

- A. Will you consider price adjustments after the 1st 12 months with documentation, during this time many of the manufacturers we are working with will not guarantee two-year pricing, and in fact are now changing pricing within less than a year. It has just become almost impossible to predict, so checking if this could be a consideration during these uncertain times. **These terms should be outlined on page 2 item #19 of the bid.**
- B. Also, during this time everyone is working remotely. Your bid requires signatures of our VP, will you allow an electronic signature? **Yes**
- C. Do you anticipate extending the bid due date? **Not at this time.**
- D. Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com/free? **No**
- E. Other than your own website, where was this bid posted? **The Midlothian News Mirror**
- F. Could the City provide estimated annual usage/quantities for the items being requested in the bid? **Attached is our usage report. This information is based on usage for Midlothian only and does not include usage by additional Cities which might utilize the cooperative agreement.**
- G. If there are bid terms and conditions Vendor may not be able to agree to, will the City allow Vendor to include clarifications or exceptions as part of its bid submission? **Clarifications and/or exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.**
- H. If there are insurance requirements that Vendor may not be able to agree to, will the City consider exceptions to insurance terms and conditions? **Insurance exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.**
- I. Could you clarify the meaning of the last sentence in Section 7 on Page 8 (Conditions of Bidding, Escalation/De-Escalation)? **"Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction." Vendor requests for price adjustments**

will be evaluated based on cost increases and cost reductions in supplies that the vendor may have experienced.

- J. Can the City please provide vendors with the most recent bid tabulation for awarded pricing and Unit of Measure for the items in the current bid? The City of Midlothian has utilized another City's contract in the past and does not have a bid tabulation to provide.
- K. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided. I only find one place for signature on P2, and didn't find any other provided space for signatures. For this RFP, P2 is the only required signature page.
- L. Stated in RFP- "REQUIREMENTS: Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. All unit pricing shall be specified on the attached pricing sheets. Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items, if applicable." Again, this talks about Exceptions to Bidder's Proposal which is not available. Also, I didn't find Total or Unit pricing column on the excel sheet. Where are we supposed to input pricing? The List of Items Spreadsheet has been amended and is attached. The only changes to the Spreadsheet where to include the word Price above the "Each", "per Box", & "per Case" columns to indicate where the pricing should be listed. There was a column included on this Spreadsheet for Vendors Comments to be utilized for exceptions. An additional area has been added to the bottom for Exceptions should it be necessary.
- M. Stated in RFP- "Signature: This bid must be signed by a company representative authorized to bind the offer contractually." Does it have to be signed in wet, or electronic/scanned signature also works? Electronic/Scanned Signature is fine.
- N. Need manufacturer item numbers for the items below marked as No Substitutions
Nebulizer, AeroEclipse II BAN, W/O ELBOW, breath actuated, SM volume, w/mouthpiece, tubing
Nebulizer, AeroEclipse II BAN, with ELBOW, breath actuated, SM volume, w/mouthpiece, tubing
The only information we have been given is
64594050 AeroEclipse Face Mask 58-65750 ea.
- O. Need to know if the Ohmeda and DISS fittings are male or female, manufacturer part#. Also, this item is repeated, line 69 and 423.
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut
This is male and not subject to a particular brand.
- P. Line number 122: Curaplex Stop the Bleed, Basic Kit Vacuum Sealed. This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. An alternative can be presented, but the requested Stop the Bleed kit is what is currently used in the city. This would maintain conformity.
- Q. Line number 123: Curaplex TOCS: Tactical Occlusive Chest Seal, 6 in x 6 in; 2/PK This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. No Substitutions was a typo. It says to the side or equivalent on the main line.
- R. Line number 141: Israeli Emergency Bandage, Green 8in. This item has been discontinued by the manufacturer and no substitutions allowed. Please remove this item from the bid. This can be substituted with the 6in.

- S. Line number 194: Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx. Can you supply the manufacturer name and part number? No part number available: Contact # for Fire Wipes at: (844) 947-3483
- T. Line number 271: Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent. Can you supply the manufacturer part number? It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.
- U. Line number 272: Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent. Can you supply the manufacturer part number? It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.
- V. Line number 326: Heparin pre-mixed 250 or 500cc bag. Need the strength (how many units of heparin)? 5000 units
- W. Line number 403: Certi Dose PALS Syringe Holder Kit 1/KT 4KT/BX. Can you supply the manufacturer part number?
For Certi-Dose line 403 see below.
Due to the nature of this product, orders must be made through:
Concordance Healthcare Solutions Purchasing
www.concordancehealthcare.com
Item: 278950
Call 800-473-2332 to set up an account if you are not a current Concordance customer.
Cardinal Health Purchasing
www.orderexpress.cardinalhealth.com
Item: 5513643
Call 800-926-3161 to set up an account if you are not a current Cardinal customer.
Bound Tree Purchasing
www.boundtree.com
Item: 0001-05
Email contactcustomerservice@boundtree.com to set up an account if you are not a current Boundtree customer.
McKesson Pharmaceutical
www.connect.mckesson.com
NDC # 71754-0001-05
Call 855-571-2100 to set up an account if you are not a current McKesson Pharmaceutical customer.
- X. Line number 432: Stop The Bleed Sticker Kit (10 Stickers/Kit). This item is an exclusive item. Please remove this item from the bid.
Will not remove from the bid. An alternative can be presented. The Stop the Bleed goes with our city kits.

ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID

NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE

Signature



Name Brian LaDuke

Title President, Emergency Preparedness

Tel. No. 800.533.0523



**CITY OF MIDLOTHIAN
INVITATION TO BID
BID# 2020-28 EMS Fire Dept.
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at
www.midlothian.tx.us
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

Bids will be received at the City of Midlothian, Purchasing Office, 104 W Avenue E, Midlothian, TX 76065 until 11:00 a.m. Wednesday, November 18, 2020.

No late bids will be considered.

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at cheryl.allison@midlothian.tx.us prior to Thursday, November 12, 2020 at 11:00 AM.

PUBLISHED: 10-29-20
11-05-20



BID TITLE: EMS FIRE DEPT. MEDICAL SUPPLIES
BID NUMBER: 2020-28 **PRE-BID MEETING: N/A**
BID OPENING DATE:

Wednesday, November 18, 2020 @ 11:00 AM
LATE BIDS WILL NOT BE CONSIDERED.

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT INCLUDE TAXES IN YOUR BID.** BIDDER GUARANTEES PRODUCT OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

Bidder Must Fill In & Sign

Name of Firm, Company

Bound Tree Medical, LLC

Agent's Name

Brian LaDuke

Agent's Title

President, Emergency Preparedness

Mailing Address

5000 Tuttle Crossing Blvd

City

Dublin

State

Ohio

Zip

43016

Telephone

800.533.0523

Fax No.

877.311.2437

Email address:

submitbids@boundtree.com


AUTHORIZED SIGNATURE

- All participating cities will provide a list of authorized persons and authorized delivery destinations.

The City of Midlothian is desirous of the following. Please specify if your firm can provide the following.

	YES	NO
(1) Ability to order from a template over the internet?	<u>x</u>	_____
(2) Secure on-line ordering?	<u>x</u>	_____
(3) Vendors web site offers real-time indicators of product availability.	<u>x</u>	_____
(4) Local sales representation within 100 miles?	<u>x</u>	_____
(5) Sales representative has an EMS background, clinical experience, and familiarity with pre-hospital medicine?	<u>x</u>	_____
(6) Sales representative is able to provide training for products offered?	<u>x</u>	_____
(7) Sales representative must be available for routine visits?	<u>x</u>	_____
(8) Ability to requisition to a central purchaser via internet?	<u>x</u>	_____
(9) Ability to track product usage and cost for each requisitioning agency?	<u>x</u>	_____
(10) Ability to ship to multiple delivery destinations?	<u>x</u>	_____
(11) Ability to deliver within 48 hours with no additional charges?	<u>x</u>	_____
(12) Ability to track up to 24 months of purchase history (monthly)?	<u>x</u>	_____
(13) Can additional cities purchase "off" this contract?	<u>x</u>	_____
(14) Ability to produce quarterly consumption reports?	<u>x</u>	_____
(15) Local warehouse (within 50 miles of Midlothian)?	<u>x</u>	_____
(16) Ability to pick up ordered supplies at a regional warehouse?	<u>x</u>	_____
(17) Multiple distribution centers through the country?	<u>x</u>	_____
(18) Please include your RUSH Order policy in your bid. <u>Included in response</u>		
(19) Escalation/De-Escalation price consideration would be requested on a <u>manufacturer</u> basis only.		

Winning Vendor: Must provide one (1) yearly product review meeting. Meeting location and date will be decided upon between the City of Midlothian and the winning vendor.

BID SHEETS FOUND FOLLOWING SCOPE OF WORK

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

TERMS AND CONDITIONS

1. The City of Midlothian will accept sealed bids Monday through Friday, 8:00 a.m. – 5:00 p.m. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided with one (1) duplicate and one (1) electronic copy. No email copies will be accepted. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at least five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, **"EXCEPTIONS TO BIDDER'S PROPOSAL,"** must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

EMS FIRE DEPT.
MEDICAL SUPPLIES
BID NUMBER: 2020-28

SPECIFICATIONS (MINIMUM):

SCOPE: The City of Midlothian seeks competitive bids for Medical Supplies for the City of Midlothian Fire Department.

REQUIREMENTS: Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. **All unit pricing shall be specified on the attached pricing sheets.** Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items, if applicable.

GENERAL CONDITIONS: Sections must be filled out completely. The bid shall be awarded in whole or in part to the vendor(s) who provide(s) goods or services at the best value for the City.

QUANTITIES: Proposed quantities are and may be subject to additions and/or deletions. The quantities listed in the bid schedule will be considered an approximate and will be used for the comparison of bids. The City of Midlothian reserves the right to increase or decrease quantities for any item dependent on available funding during the entire term of this contract.

ACCEPTANCE AND NONCONFORMING STANDARDS: All deliveries shall be accepted subject to inspection, count, and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

EVALUATION CRITERIA: Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder or bidders who provides goods or services at the best value for the City of Midlothian. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of Midlothian.

AUDIT: Supplier shall provide the City of Midlothian a line item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

NON-FUNDING CLAUSE: The City of Midlothian's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Midlothian reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

TERM OF CONTRACT AND OPTION TO EXTEND: The contract shall be for an initial term of two (2) years beginning upon City Council approval or the assigned effective date. Three (1), one-year renewal periods will be available if both parties agree to contract renewal. Contract rates can be adjusted upward or downward as outlined in the Escalation/De-Escalation Clause of the bid.

CONTRACT TERMINATION: The City of Midlothian reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

INSURANCE AND BONDS: The Contractor is responsible for meeting the following minimum limits of insurance and bond coverage, or as outlined in the Scope of Work:

Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than

stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.
- (b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;
- (c) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

INDEMNITY AGREEMENT:

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

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 shall be used. All interpretations of

specifications shall be made on the basis of this statement.

ETHICS ACKNOWLEDGEMENT

Any vendor or contractor entering into this contract or agreement with the City of Midlothian, Texas expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of Midlothian which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of Midlothian for a period of three years.

ASSIGNMENT: The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of Midlothian.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or 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.

CERTIFICATE OF INTERESTED PARTIES: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

With regards to City of Midlothian purchases, a vendor that is awarded a contract or purchase that is greater than \$50,000 is required to electronically create a Form 1295 through the Texas Ethics Commission website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed and notarized copy of the form to the City. A contract, including City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

RIGHT OF ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

BID DELIVERY: The City of Midlothian Purchasing Department shall accept sealed bids Monday through Friday, 8:00 a.m. - 5:00 p.m. Bids must be received by the Purchasing Department before the specified hour and date of the opening. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2020-28 SPECIFICATIONS

INTENT

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS

The items included on the medical supplies' requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (2) years. The City of Midlothian reserves the right to renew this contract for (3) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the two-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 104 W. Ave E, Midlothian TX 76065.

A). 75 days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2020-28 CONDITIONS OF BIDDING

(Full compliance with the following conditions is necessary for consideration of this bid)

1. **Signature:** This bid must be signed by a company representative authorized to bind the offer contractually.
2. **Unit Prices and Extensions:** If there is a difference between unit price and their extension, the unit price will govern.
3. **Freight and Other Delivery Charges:** All bids will be F.O.B. delivery address, freight prepaid. Charges will not be added after the bid is opened. The City of Midlothian assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
4. **Acceptance:** The materials and/or services delivered under this bid/quote shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.
5. **Discount:** Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice (per conditions of contract).
6. **Payment:** net 30 days from acceptance of goods/services, receipt of original vendor invoice, and/or all other required documents required in the detailed specification of this bid/quote.
7. **Escalation/De-Escalation.** The bid will be awarded with escalation/de-escalation pricing, in which the vendor is required to give a 30-day written notice before price increases. Requested increases must be a factor beyond the control of the bidder. The increase shall not exceed the percentage increase passed on by the manufacturer, and proof of need for increase must be documented by manufacture's letter and forwarded to the Purchasing Agent. Any increase must be approved by the using department and the Purchasing Division before acceptance. *Price adjustments scheduled and allowed as agreed upon in RFP only. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.*
8. **Federal or State Taxes:** The city is exempt from taxes by Federal Excise Registration #A-312726 and State Permit #75-6000-609.
9. **Guarantees and Warranties:** Must be attached to the bid and may be considered in awarding the bid. Seller shall guarantee and warrant that the equipment or product offered will meet or exceed specification identified in the bid invitation and are suitable for and will perform in accordance with their intended purpose. The seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specification, the Seller shall upon written request from the City, promptly remove such equipment or product without further expense to the City at the City's request, the Vendor will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.
10. **Delivery or Contract Completion Time:** Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time

period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. Pharmaceutical Requirements:
 - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
 - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
 - c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.
18. Changes of Additions: No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.
19. Funding: Funds for payment have been provided through the requesting entity. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.

20. Trade Secrets, Confidential information and the Texas Public Information Act: If you consider any portion of your bid to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions. The City of Midlothian will honor your notation of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your bid that you have marked as privileged or confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged or confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester. Marking your entire bid CONFIDENTIAL/PROPRIETARY will not necessarily make it, or any part thereof, exempt from the public disclosure requirement of the Texas Public Information Act.
21. HUBS: The City of Midlothian hereby notifies all bidders that in regard to any contract entered into pursuant to the invitation to Bid: Historically Underutilized Businesses (HUB'S) will be afforded equal opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. HUB(s) are defined as certified businesses that are at least 51% owned, operated, and controlled by qualifying groups which include: Asian Pacific Americans, Black-Americans, Hispanic Americans, Native Americans, and women.
22. Any contract made, or purchase order issued, as a result of this invitation to Bid, shall be governed under the laws of the State of Texas with performance and venue to be in Ellis County, Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, And Local laws, regulation, and executive orders to the extent that the same may be applicable.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- a) Have adequate financial resources required, or the ability to obtain such resources as required;
 - b) Be able to comply with the required or proposed delivery schedule;
 - c) Have a satisfactory record of performance;
 - d) Have a satisfactory record of integrity and ethics;
 - e) Be otherwise qualified and eligible to receive an award.
24. Bidders may request withdrawal of a sealed proposal prior to the bid opening time provided the request for withdrawal is submitted to the City Purchasing Agent in writing.
25. Changes in Specifications or Interpretations: If it becomes necessary for the City to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by and all bidders shall not rely upon any oral representations, clarifications, or changed made in the provided written specifications by City employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.
26. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.
27. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject he entire bid.

28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.

- 1.) Is your principle place of business in the State of Texas? YES _____ NO x
- 2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:
 - a.) In which state is your principle place of business located? Ohio
 - b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES _____ NO x
 - c.) If yes, what is that dollar increment or percentage? _____

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.
33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.
34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on

the bid price to any other participant. The city of Midlothian shall not be held responsible for any orders placed, deliveries made, or payment for materials ordered by these entities.

35. Termination for Default: The City of Midlothian reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to:

- a) Meet delivery schedules
- b) Perform in accordance with these specifications and/or
- c) Transfers, assigns or conveys any or all of its obligations or duties to another.
- d) Breach of contract or default authorizes the City to, among other things, award to another bidder, or purchases elsewhere.
- e) THE CITY OF MIDLOTHIAN RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BID SUBMITTED, AND TO WAIVE ANY TECHNICALITIES DEEMED TO BE IN THE BEST INTEREST OF THE CITY. THE UNDERSIGNED HERBY CERTIFIES THAT HE/SHE UNDERSTANDS THE SPECIFICATIONS, HAS READ THE DOUCMENT IN ITS ENTIRETY AND THAT THE BID PRICES CONTAINED IN THE BID HAVE BEEN CAREFULLY REVIEWED AND ARE SUBMITTED AS CORRECT AND FINAL. BIDDER FURTHER CERTIFIES AND AGREES TO FURNISH ANY OR ALL PRODUCT/SERVICES UPON WHICH PRICES ARE EXTENDED AT THE PRICE OFFERED, AND UPON CONDITIONS CONTAINED IN THE SPECIFICATIONS FO THE INVITATION FOR BID.

Bidders who are able to provide the following services will be looked favorably upon.

- 1. Vendor is able to provide and support a web-based inventory management system (Operative IQ) preferred to assist in the management of supplies and assets at an agreed upon cost. Vendor shall provide all licensing, on-site technical support, inclusive of training, in-servicing, report writing, refresher courses, and delivery training, to any and all personnel deemed necessary to ensure that the inventory management system is completed upon being awarded the bid. Vendor shall assist, in an on-going basis, with entering all equipment and supply data, report writing, and creating of checklists into the system for maximum functionality.
Yes x No
- 2. Is vendor an authorized distributor of controlled access pharmaceutical dispensers and lockers (UCaplt) manufactured by the U-Select-It-Corporation or a comparable device?
Yes x No
- 3. Vendor offers in-house kitting facilities, and is able to offer both standardized, and custom kitting solutions?
Yes x No
- 4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?
Yes x No
- 5. During an emergency (natural or man-made) situation, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?
Yes x No

Provide a copy of this program if available.

REFERENCES

Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.

Company Name: Medstar Ambulance

Address: 2900 Alta Mere Drive, Fort Worth, Texas 76116

Contact Person: Shaun Curtis, Logistics Manager

Telephone: (817) 923-3700

Email: scurtis@medstar911.org

Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: City of Columbus Fire Department

Address: 2028 Williams Road, Columbus, Ohio 43207

Contact Person: Rick Meadows

Telephone: (614) 221-3132

Email: _____

Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: New Orleans EMS

Address: 1300 Perdido Street, Ste 4W07, New Orleans, LA 70112

Contact Person: Carl Flores, Director of Logistics

Telephone: (504) 658-1552

Email: cflores@cityofno.com

Product Purchased by Reference: Supplies and pharmaceuticals

SUPPLIER INFORMATION FORM

COMPANY'S FULL BUSINESS NAME:	Bound Tree Medical, LLC
PHYSICAL ADDRESS:	5000 Tuttle Crossing Blvd
	Dublin, Ohio 43016
PHONE #:	800.533.0523
FAX #:	877.311.2437
CONTACT PERSON:	Greg Wolf, Account Manager
PHONE #:	817.658.4168
REMITTANCE ADDRESS:	Bound Tree Medical, LLC
	23537 Network Place
	Chicago, IL 60673-1235
	1-800-533-0523
PHONE #:	800.533.0523
FAX #:	877.311.2437
CONTACT PERSON:	Addie Shough, Bids
PHONE #:	614.760.5352
PAYMENT TERMS DISCOUNT:	0 Net / 30
COMPANY TAX ID#:	31-1739487

NOVEMBER 20, 2020
CITY OF MIDLOTHIAN

RE: **BID #2020-28 – EMS FIRE DEPT. MEDICAL SUPPLIES**

Life-Assist is pleased to present our proposal to the City of Midlothian in response to Bid Number: 2020-28 EMS Fire Dept. Medical Supplies. Please review the following proposal for Life-Assists competitive bid pricing. We want to emphasize our commitment to the City of Midlothian to provide the most complete offering of products and services. **Additionally, we offer a 2% credit for any inter-local department purchases on the City of Midlothian contract.**

The proposal includes the following:

- Bid Specifications & Signed Documents
- Proposal Pricing Sheet: *2020-28 List of Supplies*
- Life-Assist Experience & Expertise
 - About Life-Assist
 - Dedicated Midlothian Support Team
 - Business Reviews
 - Customer Experience Information
 - Ordering Information, Delivery & Distribution, RUSH Orders, Disaster Support Program, Returns, Warranty, Escalation/De-Escalation, References, Pharmaceuticals, and Compliance
- Added Value Offering
 - 2% credit on Inter-Local Purchases
 - Additional Discount off Catalog/Web Pricing
 - Tempus ALS, BD IO Power Drill, Lifeline ARM
- Inventory Management Solutions
- Alternate Item Documentation

We thank you for allowing Life-Assist the opportunity to provide all your EMS supply needs. If you require additional information, our contact information is below.

GERALD RAMIREZ

Account Manager
682.465.3710
gerald.ramirez@life-assist.com

BRETT ARCHER

Director of Sales
816.830.9334
brett.archer@life-assist.com

CHERISE AKERS

Contracts Manager
800.824.6016
quotes@life-assist.com



BID TITLE: EMS FIRE DEPT. MEDICAL SUPPLIES
BID NUMBER: 2020-28 **PRE-BID MEETING: N/A**
BID OPENING DATE:

Wednesday, November 18, 2020 @ 11:00 AM

LATE BIDS WILL NOT BE CONSIDERED.

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER **GUARANTEES** PRODUCT OFFERED SHALL **MEET OR EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

Bidder Must Fill In & Sign

Name of Firm, Company

Chris Nelson

Agent's Name

Contracts Assistant Manager

Agent's Title

11277 Sunrise Park Drive

Mailing Address

Rancho Cordova, CA. 95742

City

State

Zip

800-824-6016

Telephone

800-290-9794

Fax No.

800-290-9794

Email address:

quotes@life-assist.com

Chris Nelson

AUTHORIZED SIGNATURE

- All participating cities will provide a list of authorized persons and authorized delivery destinations.

The City of Midlothian is desirous of the following. Please specify if your firm can provide the following.

	YES	NO
(1) Ability to order from a template over the internet?	<u>X</u>	_____
(2) Secure on-line ordering?	<u>X</u>	_____
(3) Vendors web site offers real-time indicators of product availability.	<u>X</u>	_____
(4) Local sales representation within 100 miles?	<u>X</u>	_____
(5) Sales representative has an EMS background, clinical experience, and familiarity with pre-hospital medicine?	<u>X</u>	_____
(6) Sales representative is able to provide training for products offered?	<u>X</u>	_____
(7) Sales representative must be available for routine visits?	<u>X</u>	_____
(8) Ability to requisition to a central purchaser via internet?	<u>X</u>	_____
(9) Ability to track product usage and cost for each requisitioning agency?	<u>X</u>	_____
(10) Ability to ship to multiple delivery destinations?	<u>X</u>	_____
(11) Ability to deliver within 48 hours with no additional charges?	<u>X</u>	_____
(12) Ability to track up to 24 months of purchase history (monthly)?	<u>X</u>	_____
(13) Can additional cities purchase "off" this contract?	<u>X</u>	_____
(14) Ability to produce quarterly consumption reports?	<u>X</u>	_____
(15) Local warehouse (within 50 miles of Midlothian)?	_____	<u>X</u>
(16) Ability to pick up ordered supplies at a regional warehouse?	<u>X</u>	_____
(17) Multiple distribution centers through the country?	<u>X</u>	_____
(18) Please include your RUSH Order policy in your bid. _See Tab 3_____		
(19) Escalation/De-Escalation price consideration would be requested on a _See Tab 3_____ basis only.		

Winning Vendor: Must provide one (1) yearly product review meeting. Meeting location and date will be decided upon between the City of Midlothian and the winning vendor.

BID SHEETS FOUND FOLLOWING SCOPE OF WORK

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** Monday through Friday, 8:00 a.m. – 5:00 p.m. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided with one (1) duplicate and one (1) electronic copy. No email copies will be accepted. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at **least** five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

EMS FIRE DEPT.
MEDICAL SUPPLIES
BID NUMBER: 2020-28

SPECIFICATIONS (MINIMUM):

SCOPE: The City of Midlothian seeks competitive bids for Medical Supplies for the City of Midlothian Fire Department.

REQUIREMENTS: Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. **All unit pricing shall be specified on the attached pricing sheets.** Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items, if applicable.

GENERAL CONDITIONS: Sections must be filled out completely. The bid shall be awarded in whole or in part to the vendor(s) who provide(s) goods or services at the best value for the City.

QUANTITIES: Proposed quantities are and may be subject to additions and/or deletions. The quantities listed in the bid schedule will be considered an approximate and will be used for the comparison of bids. The City of Midlothian reserves the right to increase or decrease quantities for any item dependent on available funding during the entire term of this contract.

ACCEPTANCE AND NONCONFORMING STANDARDS: All deliveries shall be accepted subject to inspection, count, and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

EVALUATION CRITERIA: Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder or bidders who provides goods or services at the best value for the City of Midlothian. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of Midlothian.

AUDIT: Supplier shall provide the City of Midlothian a line item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

NON-FUNDING CLAUSE: The City of Midlothian's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of Midlothian reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

TERM OF CONTRACT AND OPTION TO EXTEND: The contract shall be for an initial term of two (2) years beginning upon City Council approval or the assigned effective date. Three (1), one-year renewal periods will be available if both parties agree to contract renewal. Contract rates can be adjusted upward or downward as outlined in the Escalation/De-Escalation Clause of the bid.

CONTRACT TERMINATION: The City of Midlothian reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

INSURANCE AND BONDS: The Contractor is responsible for meeting the following minimum limits of insurance and bond coverage, or as outlined in the Scope of Work:

Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than

stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.
- (b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;
- (c) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

INDEMNITY AGREEMENT:

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

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 shall be used. All interpretations of

specifications shall be made on the basis of this statement.

ETHICS ACKNOWLEDGEMENT

Any vendor or contractor entering into this contract or agreement with the City of Midlothian, Texas expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of Midlothian which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of Midlothian for a period of three years.

ASSIGNMENT: The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of Midlothian.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or 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.

CERTIFICATE OF INTERESTED PARTIES: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

With regards to City of Midlothian purchases, a vendor that is awarded a contract or purchase that is greater than \$50,000 is required to electronically create a Form 1295 through the Texas Ethics Commission website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed and notarized copy of the form to the City. A contract, including City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

RIGHT OF ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

BID DELIVERY: The City of Midlothian Purchasing Department shall accept **sealed** bids Monday through Friday, 8:00 a.m. - 5:00 p.m. Bids must be received by the Purchasing Department before the specified hour and date of the opening. Each bid **must be sealed** and should be placed in a properly identified envelope with bid number, time and date of bid opening.

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2020-28 SPECIFICATIONS

INTENT

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS

The items included on the medical supplies' requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (2) years. The City of Midlothian reserves the right to renew this contract for (3) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the two-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 104 W. Ave E, Midlothian TX 76065.

A). 75 days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2020-28 CONDITIONS OF BIDDING

(Full compliance with the following conditions is necessary for consideration of this bid)

1. Signature: This bid must be signed by a company representative authorized to bind the offer contractually.
2. Unit Prices and Extensions: If there is a difference between unit price and their extension, the unit price will govern.
3. Freight and Other Delivery Charges: All bids will be F.O.B. delivery address, freight prepaid. Charges will not be added after the bid is opened. The City of Midlothian assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
4. Acceptance: The materials and/or services delivered under this bid/quote shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.
5. Discount: Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice (per conditions of contract).
6. Payment: net 30 days from acceptance of goods/services, receipt of original vendor invoice, and/or all other required documents required in the detailed specification of this bid/quote.
7. Escalation/De-Escalation. The bid will be awarded with escalation/de-escalation pricing, in which the vendor is required to give a 30-day written notice before price increases. Requested increases must be a factor beyond the control of the bidder. The increase shall not exceed the percentage increase passed on by the manufacturer, and proof of need for increase must be documented by manufacture's letter and forwarded to the Purchasing Agent. Any increase must be approved by the using department and the Purchasing Division before acceptance. *Price adjustments scheduled and allowed as agreed upon in RFP only. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.*
8. Federal or State Taxes: The city is exempt from taxes by Federal Excise Registration #A-312726 and State Permit #75-6000-609.
9. Guarantees and Warranties: Must be attached to the bid and may be considered in awarding the bid. Seller shall guarantee and warrant that the equipment or product offered will meet or exceed specification identified in the bid invitation and are suitable for and will perform in accordance with their intended purpose. The seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specification, the Seller shall upon written request from the City, promptly remove such equipment or product without further expense to the City at the City's request, the Vendor will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.
10. Delivery or Contract Completion Time: Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time

period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. Pharmaceutical Requirements:
 - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
 - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
 - c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.
18. Changes of Additions: No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.
19. Funding: Funds for payment have been provided through the requesting entity. The State of Texas statues prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.

20. Trade Secrets, Confidential information and the Texas Public Information Act: If you consider any portion of your bid to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions. The City of Midlothian will honor your notation of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your bid that you have marked as privileged or confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged or confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester. Marking your entire bid CONFIDENTIAL/PROPRIETARY will not necessarily make it, or any part thereof, exempt from the public disclosure requirement of the Texas Public Information Act.
21. HUBS: The City of Midlothian hereby notifies all bidders that in regard to any contract entered into pursuant to the invitation to Bid: Historically Underutilized Businesses (HUB'S) will be afforded equal opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. HUB(s) are defined as certified businesses that are at least 51% owned, operated, and controlled by qualifying groups which include: Asian Pacific Americans, Black-Americans, Hispanic Americans, Native Americans, and women.
22. Any contract made, or purchase order issued, as a result of this invitation to Bid, shall be governed under the laws of the State of Texas with performance and venue to be in Ellis County, Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, And Local laws, regulation, and executive orders to the extent that the same may be applicable.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- a) Have adequate financial resources required, or the ability to obtain such resources as required;
 - b) Be able to comply with the required or proposed delivery schedule;
 - c) Have a satisfactory record of performance;
 - d) Have a satisfactory record of integrity and ethics;
 - e) Be otherwise qualified and eligible to receive an award.
24. Bidders may request withdrawal of a sealed proposal prior to the bid opening time provided the request for withdrawal is submitted to the City Purchasing Agent in writing.
25. Changes in Specifications or Interpretations: If it becomes necessary for the City to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by and all bidders shall not rely upon any oral representations, clarifications, or changed made in the provided written specifications by City employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.
26. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.
27. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject the entire bid.

28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.

- 1.) Is your principle place of business in the State of Texas? YES _____ NO X
- 2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:
- a.) In which state is your principle place of business located? California
- b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES _____ NO X
- c.) If yes, what is that dollar increment or percentage? _____

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.
33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.
34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on

the bid price to any other participant. The city of Midlothian shall not be held responsible for any orders placed, deliveries made, or payment for materials ordered by these entities.

35. Termination for Default: The City of Midlothian reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to:

- a) Meet delivery schedules
- b) Perform in accordance with these specifications and/or
- c) Transfers, assigns or conveys any or all of its obligations or duties to another.
- d) Breach of contract or default authorizes the City to, among other things, award to another bidder, or purchases elsewhere.
- e) THE CITY OF MIDLOTHIAN RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BID SUBMITTED, AND TO WAIVE ANY TECHNICALITIES DEEMED TO BE IN THE BEST INTEREST OF THE CITY. THE UNDERSIGNED HERBY CERTIFIES THAT HE/SHE UNDERSTANDS THE SPECIFICATIONS, HAS READ THE DOUCMENT IN ITS ENTIRETY AND THAT THE BID PRICES CONTAINED IN THE BID HAVE BEEN CAREFULLY REVIEWED AND ARE SUBMITTED AS CORRECT AND FINAL. BIDDER FURTHER CERTIFIES AND AGREES TO FURNISH ANY OR ALL PRODUCT/SERVICES UPON WHICH PRICES ARE EXTENDED AT THE PRICE OFFERED, AND UPON CONDITIONS CONTAINED IN THE SPECIFICATIONS FO THE INVITATION FOR BID.

Bidders who are able to provide the following services will be looked favorably upon.

- 1. Vendor is able to provide and support a web-based inventory management system (Operative IQ) preferred to assist in the management of supplies and assets at an agreed upon cost. Vendor shall provide all licensing, on-site technical support, inclusive of training, in-servicing, report writing, refresher courses, and delivery training, to any and all personnel deemed necessary to ensure that the inventory management system is completed upon being awarded the bid. Vendor shall assist, in an on-going basis, with entering all equipment and supply data, report writing, and creating of checklists into the system for maximum functionality.
Yes X No
- 2. Is vendor an authorized distributor of controlled access pharmaceutical dispensers and lockers (UCaplt) manufactured by the U-Select-It-Corporation or a comparable device?
Yes X No
- 3. Vendor offers in-house kitting facilities, and is able to offer both standardized, and custom kitting solutions?
Yes X No
- 4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?
Yes X No
- 5. During an emergency (natural or man-made) situation, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?
Yes X No

Provide a copy of this program if available.

REFERENCES

Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.

Company Name: Houston Fire Department

Address: 1205 Dart Street, Houston, TX. 77007

Contact Person: Yul Pierce

Telephone: (713) 247-5083

Email: yul.pierce@houstontx.gov

Product Purchased by Reference: Medical Supplies and Pharmaceuticals

Company Name: City of Columbus Division of Fire

Address: 4252 Groves Road, Columbus, OH. 43232

Contact Person: Scott Ellis

Telephone: (614) 221-3132 ext. 75987

Email: seellis@columbus.gov

Product Purchased by Reference: EMS Supplies and Pharmaceuticals

Company Name: City of Tucson

Address: 255 W Alameda, Tucson, AZ. 85726

Contact Person: Joe Gulotta

Telephone: (520) 837-7017

Email: joe.gulotta@tucsonaz.gov

Product Purchased by Reference: ALS Supplies and Inventory Mgmt.

SUPPLIER INFORMATION FORM

COMPANY'S FULL BUSINESS NAME:	
	Life-Assist, Inc.
PHYSICAL ADDRESS:	
	11277 Sunrise Park Drive
	Rancho Cordova, CA. 95742
PHONE #:	800-824-6016
FAX #:	800-290-9794
CONTACT PERSON:	Chris Nelson
PHONE #:	800-824-6016 X175
REMITTANCE ADDRESS:	
	11277 Sunrise Park Drive
	Rancho Cordova, CA. 95742
PHONE #:	800-824-6016
FAX #:	800-290-9794
CONTACT PERSON:	Chris Nelson
PHONE #:	800-824-6016 X175
PAYMENT TERMS DISCOUNT:	NET 30 DAYS
COMPANY TAX ID#:	94-2440500



Cheryl Allison
Purchasing Agent

ADDENDUM #1, November 13, 2020
BID NO. 2020-28

EMS FIRE DEPT. MEDICAL SUPPLIES
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1. ATTACHMENT

- A. Usage Spreadsheet
- B. Revised List of Items for RFP Spreadsheet

2. CLARIFICATION

- A. Will you consider price adjustments after the 1st 12 months with documentation, during this time many of the manufacturers we are working with will not guarantee two-year pricing, and in fact are now changing pricing within less than a year. It has just become almost impossible to predict, so checking if this could be a consideration during these uncertain times. **These terms should be outlined on page 2 item #19 of the bid.**
- B. Also, during this time everyone is working remotely. Your bid requires signatures of our VP, will you allow an electronic signature? **Yes**
- C. Do you anticipate extending the bid due date? **Not at this time.**
- D. Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com/free? **No**
- E. Other than your own website, where was this bid posted? **The Midlothian News Mirror**
- F. Could the City provide estimated annual usage/quantities for the items being requested in the bid? **Attached is our usage report. This information is based on usage for Midlothian only and does not include usage by additional Cities which might utilize the cooperative agreement.**
- G. If there are bid terms and conditions Vendor may not be able to agree to, will the City allow Vendor to include clarifications or exceptions as part of its bid submission? **Clarifications and/or exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.**
- H. If there are insurance requirements that Vendor may not be able to agree to, will the City consider exceptions to insurance terms and conditions? **Insurance exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.**
- I. Could you clarify the meaning of the last sentence in Section 7 on Page 8 (Conditions of Bidding, Escalation/De-Escalation)? "Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction." **Vendor requests for price adjustments**

will be evaluated based on cost increases and cost reductions in supplies that the vendor may have experienced.

- J. Can the City please provide vendors with the most recent bid tabulation for awarded pricing and Unit of Measure for the items in the current bid? **The City of Midlothian has utilized another City's contract in the past and does not have a bid tabulation to provide.**
- K. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided. I only find one place for signature on P2, and didn't find any other provided space for signatures. **For this RFP, P2 is the only required signature page.**
- L. Stated in RFP- "REQUIREMENTS: Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. All unit pricing shall be specified on the attached pricing sheets. Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items, if applicable." Again, this talks about Exceptions to Bidder's Proposal which is not available. Also, I didn't find Total or Unit pricing column on the excel sheet. Where are we supposed to input pricing? **The List of Items Spreadsheet has been amended and is attached. The only changes to the Spreadsheet where to include the word Price above the "Each", "per Box", & "per Case" columns to indicate where the pricing should be listed. There was a column included on this Spreadsheet for Vendors Comments to be utilized for exceptions. An additional area has been added to the bottom for Exceptions should it be necessary.**
- M. Stated in RFP- "Signature: This bid must be signed by a company representative authorized to bind the offer contractually." Does it have to be signed in wet, or electronic/scanned signature also works? **Electronic/Scanned Signature is fine.**
- N. Need manufacturer item numbers for the items below marked as No Substitutions
Nebulizer, AeroEclipse II BAN, W/O ELBOW, breath actuated, SM volume, w/mouthpiece, tubing
Nebulizer, AeroEclipse II BAN, with ELBOW, breath actuated, SM volume, w/mouthpiece, tubing
**The only information we have been given is
64594050 AeroEclipse Face Mask 58-65750 ea.**
- O. Need to know if the Ohmeda and DISS fittings are male or female, manufacturer part#. Also, this item is repeated, line 69 and 423.
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut
This is male and not subject to a particular brand.
- P. Line number 122: Curaplex Stop the Bleed, Basic Kit Vacuum Sealed. This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. **An alternative can be presented, but the requested Stop the Bleed kit is what is currently used in the city. This would maintain conformity.**
- Q. Line number 123: Curaplex TOCS: Tactical Occlusive Chest Seal, 6 in x 6 in; 2/PK This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. **No Substitutions was a typo. It says to the side or equivalent on the main line.**
- R. Line number 141: Israeli Emergency Bandage, Green 8in. This item has been discontinued by the manufacturer and no substitutions allowed. Please remove this item from the bid. **This can be substituted with the 6in.**

- S. Line number 194: Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx. Can you supply the manufacturer name and part number? **No part number available: Contact # for Fire Wipes at: (844) 947-3483**
- T. Line number 271: Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent. Can you supply the manufacturer part number? **It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.**
- U. Line number 272: Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent. Can you supply the manufacturer part number? **It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.**
- V. Line number 326: Heparin pre-mixed 250 or 500cc bag. Need the strength (how many units of heparin)? **5000 units**
- W. Line number 403: Certa Dose PALS Syringe Holder Kit 1/KT 4KT/BX. Can you supply the manufacturer part number?
For Certi-Dose line 403 see below.
Due to the nature of this product, orders must be made through:
Concordance Healthcare Solutions Purchasing
www.concordancehealthcare.com
Item: 278950
Call 800-473-2332 to set up an account if you are not a current Concordance customer.
Cardinal Health Purchasing
www.orderexpress.cardinalhealth.com
Item: 5513643
Call 800-926-3161 to set up an account if you are not a current Cardinal customer.
Bound Tree Purchasing
www.boundtree.com
Item: 0001-05
Email contactcustomerservice@boundtree.com to set up an account if you are not a current Boundtree customer.
McKesson Pharmaceutical
www.connect.mckesson.com
NDC # 71754-0001-05
Call 855-571-2100 to set up an account if you are not a current McKesson Pharmaceutical customer.
- X. Line number 432: Stop The Bleed Sticker Kit (10 Stickers/Kit). This item is an exclusive item. Please remove this item from the bid.
Will not remove from the bid. An alternative can be presented. The Stop the Bleed goes with our city kits.

ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID

NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE

Life-Assist, Inc.
11277 Sunrise Park Drive
Rancho Cordova, CA. 95742

Signature Chris Nelson
Name Chris Nelson
Title Contracts Assistant Manager
Tel. No. 800-824-6016



Purchasing Division

*Cheryl Allison
Purchasing Agent*

**ADDENDUM #2, November 13, 2020
BID NO. 2020-28**

EMS FIRE DEPT. MEDICAL SUPPLIES

1. ANNOUNCEMENT OF CHANGE TO BID OPENING DATE

- A. The bid opening has been extended to Friday, November 20, 2020 at 11:00 AM. No other exceptions to the bid opening have been made.

2. REMINDER AS STATED IN RFP

- A. All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.
- B. All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at cheryl.allison@midlothian.tx.us prior to Monday, November 16, 2020 at 11:00 AM.

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND
RETURNED WITH YOUR BID**

NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE

Life-Assist, Inc.
11277 Sunrise Park Drive
Rancho Cordova, CA. 95742

Signature Chris Nelson

Name Chris Nelson

Title Contracts Assistant Manager

Tel. No. 800-824-6016



AGENDA ITEM 2020-454

AGENDA CAPTION: Consider and act upon a recommendation from Midlothian Economic Development to approve a Real Estate Purchase Option Agreement with Desert Willow Energy Storage, LLC for Lot 4 Block A of the Midlothian Business Park plat and immediate adjacent area.

ITEM SUMMARY/BACKGROUND: Midlothian Economic Development (“MED”) owns 34.319 acres southwest of Soap Creek, adjacent to VV Jones identified as Lot 4 Block A on the Midlothian Business Park plat. Of the 34.319 total acres, only approximately 12 acres is usable for future development because of floodplain and site features. The property has limited access from VV Jones, additional property is required to provide adequate access to Lot 4 Block A. The MED is working with the Andrews Barbara G Revocable Trust to acquire additional land that will be used for access to the site.

Desert Willow Energy Storage, LLC (“DWE”) seeks to acquire Lot 4 Block A, and some adjacent land from the Andrews Barbara G Revocable Trust from the MED through the proposed Real Estate Purchase Option Agreement (the “Agreement”). The property will be used for grid-scale battery storage. The process of developing this type of project is complex and may require significant time to complete. As such, DWE seeks a three-year option wherein DWE may close at any time. In consideration, the DWE will make option payments and will formalize the purchase at closing by paying market pricing.

As part of this project, the MED will also facilitate easements needed to extend infrastructure improvements that will create additional future development opportunities within the City of Midlothian along VV Jones Road.

SPECIAL CONSIDERATION: MED is a non-profit industrial development corporation duly established under the Development Corporation Act of 1979, as defined in Tex. Loc. Govt. Code Section 501.001 (the “Act”). The Act authorizes the MED to use its funds for projects related to the creation or retention of primary jobs.

FINANCIAL IMPACT/FUNDING SOURCE: Lot 4 Block A is currently owned by the MED and would be sold at market pricing. As part of the sale, the MED would acquire adjacent land from the Andrews Barbara G Revocable Trust that would provide improved access to the site. No City of Midlothian General Funds will be used in connection with the Agreement.

ATTACHMENTS: The MED Resolution and associated Agreement will be provided to Council prior to the consideration of this item.

ALTERNATIVES: Approve, deny, amend or table.

RECOMMENDATION: The MED Board of Directors will meet on December 8, 2020 at 4:00 p.m. to consider this item. The recommendation will be provided to the City Council prior to the consideration of this item.

SUBMITTED BY and TO BE PRESENTED BY: Kyle Kinatader, President/CEO of Midlothian Economic Development for the Tuesday, December 8, 2020 City Council Meeting



REVIEWED BY:



Mary McDonald, Deputy City Secretary

APPROVED BY:



Chris Dick, City Manager