



Master Agreement Purchase Order

200 S. Anaheim Blvd.
Purchasing, Suite 620
Anaheim, CA 92805-3820
Phone: 714-765-5110
Fax: 714-765-5288

MA #: 106-496290
Revision #: 1
Attachments: 3
Council Award: 9628 12.20.22

BOUND TREE MEDICAL LLC
P. O. BOX 8023
DUBLIN, OH 43017

Vendor ID Code #: VC0000001032
Master Agreement : 106-496290
Begin Date: 12/27/22
Expiration Date: 12/31/23
Supersedes MA: -
Renewal options: Yes
Total purchase Not to Exceed: \$254,099.90
Payment terms: NET 30 DAYS

Contact Name: CHRIS EVANS
Phone: 951-244-9179
Email: chris.evans@boundtree.com
FOB: Destination, Delivery Charges included in price

Authorized Departments:
FIRE

This agreement documents the general terms, conditions and pricing of the City's purchases of the goods and/or services described below. This Master Agreement does not authorize specific quantities or shipping dates; authorization to ship goods or deliver services will be made by issuing Delivery Order referencing this document. Shipping location, delivery date, items, quantities and prices will be confirmed on the Delivery Orders. All invoices must clearly indicate the relevant, authorizing Deliver Order # they pertain to.

COMMODITIES AND SERVICES COVERED BY THIS MASTER AGREEMENT:
Medical Supplies

Special notes:
*****All In Accordance with Bid 9628 Terms, Conditions and Specifications*****

ITEMS NOT LISTED ON THE PRICE SHEET ARE ALLOWED AS LONG AS THE ENTIRE ORDER DOES NOT EXCEED ANNUAL NTE. DELIVERY MUST BE MADE WITHIN FIVE DAYS OF ORDER PLACEMENT. NO BACK ORDERS ACCEPTED.

THIS IS THE BASE YEAR WITH UP TO FOUR ONE-YEAR RENEWAL OPTIONS, ALL IN ACCORDANCE WITH BID # 9628. APPROVED BY CITY COUNCIL ON DECEMBER 20, 2022

PRICE INCREASES ARE LIMITED TO THE INCREASE IN CPI FOR U.S. MEDICAL CARE, 1982-84=100 - CUUR0000SAM, CA CONSUMER PRICE INDEX (CPI) FOR ALL URBAN CONSUMERS.

Vendor is not required to collect or transmit the sales taxes on this transaction; Purchaser pays direct to State of California. Use Tax Direct Payment Exemption Certificate is attached.

Line #	CC	Description	Qty	U of M	Unit Price
1	47537	SAM IO Driver	0.00	EACH	\$140.0000
2	47537	SAM IO 15mm Needle Kit w/Extension, NeedleVise Block, 1/PK	0.00	EACH	\$63.7500
3	47537	SAM IO 25mm Needle Kit w/Extension, NeedleVise Block, 1/PK	0.00	EACH	\$63.7500
4	47537	SAM IO 45mm Needle Kit w/Extension, NeedleVise Block, 1/PK	0.00	EACH	\$63.7500
5	47537	SAM IO Field Storage Case	0.00	EACH	\$45.0000

Buyer's Signature:

CONTINUED ON NEXT PAGE
INSTRUCTIONS TO VENDORS

This Purchase Order subject to and governed by all Terms and Conditions printed at the end of this order.

Esther Robles (714) 765-4093 ERobles@anaheim.net



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Line #	CC	Description	Qty	U of M	Unit Price
6	47537	SpO2 Sensor, Finger, Reusable, Adult Masimo SET Rainbow sensor	0.00	EACH	\$535.0000
7	47537	Defibrillator pad, multifunction, leads in, 60 in. lead wire, Adult/Child, per pair.	0.00	PAIR	\$18.9900
8	47537	Defibrillator pad, multifunction, leads in, 60 in. lead wire, Pediatric/Infant, per pair.	0.00	PAIR	\$19.9900
9	47537	SoCal CPAP/Capnoline kit, includes O2 Max Trio BiTrac ED with Neb, Adult Medium, w/ 3-Set Valve w/ Variable Flow, Smart Capnoline Plus, Non-Intubated, Oral/Nasal, Adult Intermediate with O2 Connector, and Microstream ETCO Sampling DFU	0.00	EACH	\$59.0000
10	47537	BiTrac ED full face mask, with head strap, Adult-large, for use with disposable CPAP system.	0.00	EACH	\$21.0000
11	47537	IV Start Kit, includes Vein-gard dressing, alcohol prep pad, and latex tourniquet.	0.00	EACH	\$0.9500
12	47537	Curaplex IV Admin Set, 15 Drop, 89in, Roll Clamp, PP Y-site, Sr-Lk NeedleFree, Attach Ext Set, comes 50 to a case.	0.00	CASE	\$77.5000
13	47537	Curaplex IV Extension Set with Removable Sure-Lock, Needle-Free Connector, Pinch Clamp, Rotating Male Luer-Lock, 8in, comes 50 to a case.	0.00	CASE	\$50.0000
14	47537	Combat Hemostatic Gauze, QulkClot, z-fold, white, Individually packaged, 3in. X 4 yd.	0.00	EACH	\$35.0000
15	47537	Transport Chair, Up to 350 lb. capacity	0.00	EACH	\$12.9900
16	47537	Patient Transporter, woven, 1,800 lb. capacity, 14 handles.	0.00	EACH	\$13.9900
17	47537	Blanket, polyester, 40" x 80" individually packaged, gray, comes in a case of 10.	0.00	CASE	\$29.9900
18	47537	Blanket, fleece, 60" x 90"navy blue, comes in a case of 10.	0.00	CASE	\$38.0000
19	47537	Blood Pressure gauge, trigger style, with latex free cuff, Size 11-Adult, DuraShock DS66 Gold Series	0.00	EACH	\$185.0000
20	47537	Blood Pressure gauge, trigger style, with latex free cuff, Size 9-Child, DuraShock DS66 Gold Series	0.00	EACH	\$245.0000
21	47537	Suction Cup, for LUCAS 2 & 3 Device, package of 12	0.00	PACK	\$128.0000
22	47537	Microstream Smart CapnoLine Plus Oxygen, Adult/Intermediate CO2 oral/nasal Sampling set, with Oxygen tubing, disposable, 10/PK	0.00	PACK	\$90.0000
23	47537	MEDICAL SUPPLIES AS APPROVED BY CITY REPRESENTATIVE: IO SUPPLIES: 35% DISCOUNT MONITORING/DEFIBRILLATION SUPPLIES: 35% DISCOUNT MISCELLANEOUS SUPPLIES: 35% DISCOUNT	0.00		\$0.0000

Buyer's Signature:

CONTINUED ON NEXT PAGE
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Special notes:

This Master Agreement ("MA"), along with the City's Standard Terms and Conditions, documents the Items, prices and terms and conditions of the City's agreement with the supplier to provide the goods and/or services shown.

Quantities and/or dollars shown are estimates only. The City is under no obligation to purchase any or all of the Items or services shown on this Master Agreement.

The City shall be obligated only for the specific quantities of materials or services that are authorized by the issuance of a specific Delivery Order ("DO") referencing this Master Agreement. Delivery Orders will be issued by the requesting department and shall specify the delivery date, location and unique Delivery Order Number.

Prices shown are to remain firm for the first year of this Agreement, unless otherwise specified in the body of this Master Agreement.

The total purchase limit shown for this Master Agreement is inclusive of all taxes. Supplier is not authorized to accept orders, nor provide goods or services in excess of this amount.

All invoices are to be sent to Accounts Payable ONLY, and must reference the specific Delivery Order number applicable to the invoice.

This Master Agreement may be renewable, in accordance with the terms of the applicable bid and/or City Council award.

This order may be terminated by either party, without cause, upon a thirty (30) day written notice.

**CONTINUED ON NEXT PAGE
INSTRUCTIONS TO VENDORS**

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Buyer's Signature:

Esther Robles

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STANDARD TERMS & CONDITIONS

- 1. TERMS OF ORDER:** This order is limited to the terms herein unless expressly agreed in writing by the City's Purchasing Division.
- 2. ACCEPTANCE:** Seller's shipment of goods, commencement of any work, or performance of any services hereunder shall constitute acceptance by Seller of this order and all of its terms and conditions. No additional terms or conditions stated by Seller in acknowledging or otherwise accepting this order shall be binding upon the City unless specifically accepted in writing by Buyer. No oral agreements shall be binding unless confirmed by a written revision to this purchase order.
- 3. SELL OR ASSIGN:** The supplier shall not sell, assign, or transfer any obligations resulting from this order without the specific written consent of the City's Purchasing Division.
- 4. MATERIAL SAFETY DATA SHEETS:** Supplier shall submit Material Safety Data Sheets with all orders of hazardous substances.
- 5. COMPLIANCE WITH LAWS:** All goods and services provided shall comply with all current federal, state, and local laws relative thereto. Supplier further agrees to indemnify, defend, and hold the City harmless for any failure to so conform.
- 6. TAXES:** Unless otherwise indicated on the P.O., this order is subject to California Sales Tax, at the current Orange County tax rate. The City is exempt from Federal Excise Tax.
- 7. WARRANTY:** Supplier fully warrants all materials and equipment, including without limitation, any optional equipment purchased by the City under the terms of this order, against poor and inferior quality and workmanship of equipment, labor and materials, for one year after the date of final acceptance by the City, unless otherwise stated herein.
- 8. LAWS GOVERNING CONTRACT:** This order will be administered and interpreted under the laws of the State of California.
- 9. BUSINESS LICENSE:** Firms providing goods or services to the City of Anaheim must have a current City business license.
- 10. AUTHORIZED DISTRIBUTOR:** Vendor represents that vendor is an authorized distributor of the product ordered. The City reserves the right to cancel this order at any time if it is determined that the vendor is not an authorized distributor of the product ordered.
- 11. CANCELLATION:** Time is of the essence in the performance of this Purchase Order. The City reserves the right to cancel any portion of this order with respect to goods not delivered, or services not performed, on or before the required delivery date.
- 12. REJECTION OF MATERIALS/SERVICES:** All materials and services furnished shall be as specified and are subject to inspection and approval by the City. The City reserves the right to reject any material or service which does not comply with the specifications and/or terms of this order.
- 13. F. O. B. POINT:** All orders are to ship F. O. B. Destination, unless otherwise specified in the P.O.
- 14. TITLE:** Except as otherwise and expressly provided herein, title to and risk of loss on all items shipped by vendor or vendor's agent to the City shall pass to the City upon the City's inspection and acceptance of such items at the City's premises.
- 15. SHIPPING & HANDLING CHARGES:** Shipping, handling, packing, transportation, and any other fees or charges are not allowed unless specified otherwise herein.
- 16. PACKING SLIPS:** Packing slips specifying quantity, description and purchase order number must be included with each delivery.
- 17. INVOICES:** The purchase order number and department name must appear on all invoices, shipping papers, packages, and correspondence. Unless otherwise specified, the invoice shall contain the following information; purchase order number, item number, description of supplies or services, sizes, quantities, unit prices, extended totals, all applicable taxes, and freight and handling charges, where authorized.
- 18. PAYMENT:** Payment will be made only upon receipt of all materials, services, and invoices which are as specified and in accordance with the terms of this order, unless otherwise stated herein.
- 19. HOLD HARMLESS AND INDEMNIFICATION:** By acceptance of this purchase order, the vendor hereby agrees to indemnify, defend, and hold harmless the City (including its officers and employees) for/ from any and all claims or actions of any kind presented against the City arising out of vendor's (including vendor's employees, representatives, products, and subcontractors) performance under this agreement, excepting only such claims, costs, or liability which may arise out of sole negligence of the City.
- 20. INSURANCE:** Vendors who perform work on City property are required to provide acceptable proof of insurance prior to commencing work. Specific insurance requirements are contained within the body of the purchase order.
- 21. NEW MATERIALS:** Unless a bid specification calls for used, refurbished or recycled materials, all items or materials bid and supplied to the City are to be new, unused products.

Use Tax Direct Payment Exemption Certificate

I hereby certify that I hold use tax direct payment permit No. SR EA 24-069967 DP issued pursuant to California Sales and Use Tax Law Section 7051.3 and that I am authorized to report and pay directly to the State the applicable use tax with respect to the property described herein which I shall purchase from:

BOUND TREE MEDICAL LLC

(Name of Vendor)

In the event that I fail to timely report and pay the applicable tax to the State, I understand and agree that in addition to the tax liability, I will be liable for applicable interest and the amount due may be subject to penalties.

Description of property to be purchased: AS DESCRIBED ON MA 106-496290

Purchaser: CITY OF ANAHEIM

Date certificate given: 12.27.2022

Address: 200 S ANAHEIM BL, ANAHEIM, CA 92805

Signature and Title of Purchaser or Authorized Agent: Esther Robles

IMPORTANT NOTICE TO VENDORS

This exemption certificate when timely taken in good faith from a person who holds a use tax direct payment permit relieves a vendor from the requirement to collect and remit USE TAX on sales or leases of tangible personal property (other than leases of motor vehicles subject to the terms of Section 7205.1 of the Sales and Use Tax Law) to the person who issued the certificate. It does NOT relieve a vendor of any SALES TAX obligations. Generally, this certificate should be accepted only by out-of-state vendors or by lessors of tangible personal property other than motor vehicle lessors. Sellers can claim a deduction on their sales and use tax returns for any sales made under this certificate.

Vendors must retain a completed copy of this certificate in their files for a period of not less than four years to substantiate the exempt status of sales made under its authority.

This Exemption Certificate has been approved by the California State Board of Equalization.

Approved By: [Signature]

(Board of Equalization Representative)

Date: 2-27-98

Questions regarding this form should be directed to 1-800-400-7115, or write to the Board of Equalization, Audit Evaluation and Planning Section, MIC 40, P.O. Box 942879, Sacramento, CA 94279-0040.

THIS FORM MAY BE REPRODUCED

Bid Results

Bidder Details

Vendor Name Bound Tree Medical
Address 5000 Tuttle Crossing Blvd
Dublin, Ohio 43016
United States
Responsee Esther Robles
Responsee Title CPPB, Buyer II
Phone 714-765-4093
Email erobles@anaheim.net
Vendor Type
License #
CADIR

Bid Detail

Bid Format Electronic
Submitted 11/08/2022 2:07 PM (PST)
Delivery Method planetbids portal/City of Anaheim 4:19 PM EST
Bid Responsive Yes
Bid Status Submitted
Confirmation # 310070

Responsee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Non-Collusion Affidavit signed.pdf	Non-Collusion Affidavit signed.pdf	Non-Collusion Affidavit
Submission City of Anaheim Medical Supplies for First Responders RFB 9628 Signed.pdf	Submission City of Anaheim Medical Supplies for First Responders RFB 9628 Signed.pdf	Data Sheet/Specifications for Proposed Alternates
Client Reference Sheet City of Anaheim Medical Supplies for First Responders RFB 9628.pdf	Client Reference Sheet City of Anaheim Medical Supplies for First Responders RFB 9628.pdf	Client Reference Sheet

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
IO Supplies							\$28,428.0000		
1			SAM IO Driver	EACH	10	\$140.0000	\$1,400.0000	Yes	
2			SAM IO 15mm Needle Kit w/Extension, NeedleVise® Block, 1/PK	EACH	30	\$62.7500	\$1,912.5000	Yes	
3			SAM IO 25mm Needle Kit w/Extension, NeedleVise® Block 1/PK	EACH	300	\$62.7500	\$22,312.5000	Yes	
4			SAM IO 45mm Needle Kit w/Extension, NeedleVise® Block, 1/PK	EACH	40	\$62.7500	\$2,510.0000	Yes	
5			SAM IO Field Storage Case	EACH	10	\$48.0000	\$480.0000	Yes	
Monitoring/Defibrillation							\$36,102.3000		
6			SpO2 Sensor, Finger, Reusable, Adult Maestro SET Rainbow sensor	EACH	40	\$535.0000	\$21,400.0000	Yes	
7			Defibrillator pad, multifunction, leads in, 60 in. lead wire, Adult/Child, per pak.	PAIR	690	\$18.9900	\$13,103.1000	Yes	
8			Defibrillator pad, multifunction, leads in, 60 in. lead wire, Pediatric/Infant, per pak.	PAIR	80	\$19.9900	\$1,599.2000	Yes	
CPAP Supplies							\$8,340.0000		
9			SoCal CPAP/Dependline Kit, Includes O2 Max Trio B/Tnac ED with Neb, Adult Medium, w/ 3-Bal Valve w/ Variable Flow, Smart Caprolins Plus, Non-Inhalebit, Oral/Nozel, Adult Intermediate with O2 Connector, and Microstream ETCO2 Sampling DFU	EACH	120	\$69.0000	\$7,080.0000	Yes	
10			B/Tnac ED Full face mask, with head strap, Adult-large, for use with disposable CPAP system.	EACH	60	\$21.0000	\$1,260.0000	Yes	
Misc.							\$68,166.8000		
11			IV Start Kit, Includes Vein-guard dressing, alcohol prep pad, and latex tourniquet.	EACH	4000	\$0.9800	\$3,920.0000	Yes	
12			Cureplex® IV Admin Set, 18 Drop, 8/16, Roll Clamp, PP Y-site, 8r-Lk NeedleFree, Attach Ext Set, comes 60 to a case.	CS	75	\$77.5000	\$5,812.5000	Yes	
13			Cureplex® IV Extension Set with Removable Sure-Lock, Needle-Free Connector, Pinch Clamp, Rotating Male Luer-Lock, 8in, comes 60 to a case.	CS	60	\$60.0000	\$4,000.0000	Yes	
14			Combat Hemostatic Gauze, QuikClot, z-fold, white, Individually packaged, 3in. X 4 yd.	EACH	60	\$35.0000	\$1,780.0000	Yes	
15			Transport Chet; Up to 350 lb. capacity	EACH	140	\$12.9900	\$1,818.6000	Yes	
16			Patient Transporter woven, 1,800 lb. capacity, 14 handles.	EACH	680	\$13.9900	\$9,513.2000	Yes	
17			Blenior, polyester, 40" x 60" Individually packaged, gray, comes in a case of 10.	CASE	280	\$26.9900	\$7,557.2000	Yes	
18			Blenior, fleece, 60" x 90"navy blue, comes in a case of 10.	CASE	200	\$36.0000	\$7,200.0000	Yes	
19			Blood Pressure gauge, trigger style, with latex free cuff, Size 11-Adult, DuraShock™ D866 Gold Series	EA	20	\$106.0000	\$2,120.0000	Yes	
20			Blood Pressure gauge, trigger style, with latex free cuff, Size 9-Child, DuraShock™ D866 Gold Series	EA	18	\$245.0000	\$4,410.0000	Yes	
21			Buclon Cup, for LUCAS 2 & 3 Device, package of 12	PK	125	\$128.0000	\$16,000.0000	Yes	
Other							\$7,280.0000		
22			Microstream Smart CapnoLine Plus Oxygen, Adult/Intermediate O02 oral/nasal Sampling set, with Oxygen tubing, disposable, 10/PK	PK	80	\$90.0000	\$7,200.0000	Yes	
Discount: IO Supplies							\$6,500.0000		
23			IO SUPPLIER: PERCENT DISCOUNT OFF MSRP Enter the percent in the unit price column as a decimal figure: for a 10% discount, @B@r.10 = .9) & enter discount percentage in the comments column to the right.	USD	10000	\$0.6500	\$6,500.0000	Yes	35%
Discount: Monitoring/Defib. Supplies							\$9,780.0000		
24			MONITORING/DEFIBRILLATION SUPPLIES: PERCENT DISCOUNT OFF MSRP Enter the percent in the unit price column as a decimal figure: for a 10% discount, enter .90 (1-.10 = .9) & enter discount percentage in the comments column to the right.	USD	15000	\$0.6500	\$9,750.0000	Yes	35%
Discount: Misc. Supplies							\$13,000.0000		
25			MISCELLANEOUS SUPPLIES: PERCENT DISCOUNT OFF MSRP Enter the percent in the unit price column as a decimal figure: for a 10% discount, enter .90 (1-.10 = .9) & enter discount percentage in the comments column to the right.	USD	20000	\$0.6500	\$13,000.0000	Yes	35%

Line Item Subtotals

Section Title	Line Total
IO Supplies	\$28,425.0000
Monitoring/Defibrillation	\$36,102.3000
CPAP Supplies	\$8,340.0000
Misc.	\$65,166.8000
Other	\$7,200.0000
Discount: IO Supplies	\$6,500.0000
Discount: Monitoring/Defib. Supplies	\$9,780.0000
Discount: Misc. Supplies	\$13,000.0000
Grand Total	\$174,684.1000