



PURCHASE ORDER

County of Spotsylvania

Procurement Division

8800 Courthouse Road (P.O. Box 215)

Spotsylvania, VA 22553

Ph. 540/507-7586 Fax 540/582-6304

PURSUANT TO
VIRGINIA CODE §2.2-4343.1,
SPOTSYLVANIA COUNTY DOES
NOT DISCRIMINATE AGAINST
FAITH-BASED ORGANIZATIONS

P.O. Number 19121

P.O. number must appear on all related correspondence, shipping papers, and invoices:

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

Ship To: Spotsylvania County Fire Co. 7
10501 Orange Plank Road
Spotsylvania, VA 22553

Attn: Chris Bergeron

Attn: Mike Grubb

P.O. DATE		SHIP VIA	F.O.B. POINT	TERMS
April 23, 2019			Destination	Net 30 Days
QTY	UNIT	ITEM NUMBER AND DESCRIPTION	UNIT PRICE	TOTAL
6	EA	ALS Vent pack to include but not limited -02 system vent E700 (1 vent) with vent tubing for adults and children. Bag (1 bag) and casing included along with training and vent set, on-board education, train the trainer. Warranty for 2 years on vent. PM sold separately.	\$6,824.78	\$40,948.68
13	EA	CME 121 IV Pump with charger to include carry case. IV tubing for patient administration. Drug library and 1 year warranty included in purchase along with online or call in support for each device.	\$6,099.98	\$79,299.74
		Contract documents consist of: 1. Spotsylvania County Purchase Order #19121 dated April 23, 2019, and Spotsylvania County Purchase Order General Terms and Conditions dated February 25, 2019; 2. Bound Tree Quotation # SCFREM-VKIT2019 dated March 11, 2019; 3. County of Fairfax Notice of Award Contract 4400005125 & Acceptance Agreement dated July 1, 2014; 4. Bound Tree Medical Proposal to IFB #2000001082 dated April 14, 2014; 5. Fairfax County IFB #2000001082 dated March 24, 2018.		
TOTAL				\$120,248.42

If there are any questions concerning this purchase order, please contact Ms. Donna Beasley – Spotsylvania County Procurement Department. Ph. 540/507-7586; Fax: 540/582-6304

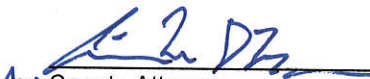
1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. Send all invoices to:
County of Spotsylvania FREM
P O. Box 818
Spotsylvania, VA 22553
6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

FOR OFFICIAL USE ONLY

Requisitioning Department: FREM

Requisitioner: Mike Grubb

County Administrator


County Attorney

This standard Purchase Order form has been previously APPROVED AS TO FORM by the Office of the Spotsylvania County Attorney for small purchases. Any deviations from the County's customary form must be reviewed and approved by the County Attorney.



SPOTSYLVANIA COUNTY PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. All prices unless otherwise specified are F.O.B. Destination with transportation charges prepaid.
2. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly received shall accompany invoice. All charges must be prepaid.
3. Deliveries against this order must be free of excise, transportation, or state sales taxes. State sales and use tax certificate of exemption form will be issued upon request.
4. Purchase Order number shall be shown by Contractor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
5. Invoice terms are Net 30 days.
6. The CONTRACTOR providing services to the County under this Purchase Order Agreement represents and warrants to the County that it is:
 - A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and where applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
 - B. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code § 2.2-4311.1;
 - C. Not requiring, and shall not require, any employee or subcontractor to sign an internal confidentiality agreement or statement prohibiting or otherwise restricting, or purporting to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a department or agency authorized to receive such information, or otherwise violate any federal and state laws and regulations protecting employees for reprisal against whistleblowing;
 - D. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured, the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth, the CONTRACTOR'S work performed shall be free of defects, and any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
 - E. Complying fully with the Virginia Conflict of Interest Act.
 - F. Authorized to transact business in the Commonwealth of Virginia, pursuant to Section 2.2-4311.2 of the Code of Virginia.
7. CONTRACTOR'S performing work for the County shall maintain at a minimum, the following insurance coverage, if the work is performed by any type of corporation, partnership, or licensed business. An Automobile liability policy may be under a personal policy for a sole proprietor.
MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:
 - A. Worker's Compensation – Statutory requirements and benefits
 - B. Employers Liability - \$100,000
 - C. Commercial General Liability - \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence. These coverages are to include Products/Completed Operations, Personal & Advertising Injury, and Independent Contractor's Liability
 - D. Automobile Liability \$1,000,000.
 - E. Professional Liability, if required, under Professional Services.The County, Board of Supervisors and employees, shall be named as additional insured on Auto and General liability Policies. The County reserves the right to require the Contractor to provide evidence of required insurance coverage.
8. During the performance of this Agreement, CONTRACTOR agrees that:
 - A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor that such Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and

- B. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each sub-CONTRACTOR or CONTRACTOR.
9. During the performance of this Agreement, the CONTRACTOR agrees to:
 - A. Provide a drug-free workplace for the CONTRACTOR'S employees; and comply with the Federal Drug Free Workplace Act.
 - B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - C. State in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR that the CONTRACTOR maintains a drug-free workplace; and
 - D. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each SUBCONTRACTOR or CONTRACTOR.
 - E. For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the CONTRACTOR, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
10. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses.
11. Pursuant to Section 2.2-4354 of the Code of Virginia, (1950, as amended), the CONTRACTOR covenants and agrees to:
 - A. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withhold all or part of the subcontractor's payment and the reason therefore;
 - B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
 - C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under the Agreement; and
 - D. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.
12. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by CONTRACTOR and/or its CONTRACTORS or employees, or anyone else for whom CONTRACTOR is or may be responsible. This section shall survive the termination of this Agreement.
13. Spotsylvania County reserves its rights of ownership to all material given to the Contractor by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this procurement.
14. Spotsylvania County shall have the right to terminate at Spotsylvania County's convenience, with or without cause, any contract resulting from this Purchase Order by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by Spotsylvania County.
15. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement. The Spotsylvania County Procurement Policy governing this Agreement may be accessed at:
<http://www.spotsylvania.va.us/content/20925/20963/21966/20995/23291/default.aspx>



5000 Tuttle Crossing Blvd
Dublin, OH 43016
Phone: 800-533-0523 Fax: 800-257-5713

Quotation

Date: 3/11/2019
Valid Until: 6/30/2019
Quotation #: SCFREEM-VKIT2019

Reference Contract: 4400005125

Account Name: Spotsylvania County Fire and EM
BILL TO: 10119 Deans Riding Lane

Account Number: 206671

SHIP TO:

SPOTSYLVANIA CO FIRE RESCUE AND EME
10501 ORANGE PLANK RD
SPOTSYLVANIA, VA 22553-4225

Contact Name: Mike Grubb/ Tim Ducheney

Phone No:

Account Manager

Chris Bergeron cbergeron@boundtree.com

Ship Method

PAID ON ORDER- DS

Payment Terms

Net 30

Item Number	BTM's Description	U/M	VENDOR	LISTED PRICE	PERCENTAGE OFF CATALOG	Price	Quantity	Extended Price
*ALSVENTKP	ALS VENT PACK TO INCLUDE BUT NOT LIMIT- 02 SYSTEM VENT E700 (1 vents) WITH VENT TUBING FOR ADULTS AND CHILDREN. BAG (1 bags) AND CASING INCLUDED ALONG WITH TRAINING AND VENT SET, ON-BOARD EDUCATION, TRAIN THE TRAINER. WARRANTY FOR 2 YEARS ON VENT- PM SOLD SEPERATLEY.	EA	CURAPLEX	\$ 11,766.87	42.00%	\$ 6,824.78	6	\$ 40,948.68
*SCFREMIIVSADMIN	CME 121 IV Pump with charger to include Carry Case IV tubing for patient Administration. Drug Librray and 1 year warranty included in purchase along with online or call in support for each device.	EA	CURAPLEX	\$ 10,517.21	42.00%	\$ 6,099.98	13	\$ 79,299.74

Merchandise Total:

\$ 120,248.42

Sales Tax will be applied to customers who are not tax exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

ITEMS ARE NOT ELIBILE FOR RETURN ONCE
PURCHASED