



County of Fairfax, Virginia

NOTICE OF AWARD

Date of Award:

DEC 27 2019

CONTRACT TITLE: First Aid Supplies

SOLICITATION NUMBER: IFB 2000002832

CONTRACT TYPE: Requirement Contract (RQ)

CONTRACT NUMBER: See Below

NIGP CODE: 34532

CONTRACT PERIOD: One (1) Year from Date of Award

RENEWALS: Four (4) One-Year Options

SUPERSEDES CONTRACTS: 4400005124, 4400005125

DELIVERY: Stock Items: 5 calendar days After Receipt of Order (ARO)
Non-Stock Items: 10 calendar days ARO

TERMS: Net 30 Days

FOB: Destination

PRICES: See Attached Pricing Schedule

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

SUPPLIER CODE:
1000011594

CONTRACT NUMBER:
4400009563

Contract Contact: Christopher Fyffe
Telephone: 800-533-0523 ext. 5374
E-mail: christopher.fyffe@boundtree.com

Ordering Contact: Chris Bergeron, NREMT-P, BA
Telephone: 804-651-3633
E-mail: chris.bergeron@boundtree.com

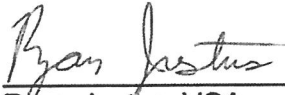
AWARDED: **Line Items 1 through 24, and 26 through 51**
(Line 25 – No Award)

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228

DPMM CONTACT: Guyler "Ryan" Justus, VCA, Contract Specialist I
Telephone: (703) 324-2719
Fax: (703) 324-3228
E-mail: guyler.justus@fairfaxcounty.gov

ORDERING INSTRUCTIONS:

Fairfax County Departments may enter into FOCUS (Fairfax County Unified Systems) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPMM and a purchase order will be executed.



Ryan Justus, VCA
Contract Specialist I

DISTRIBUTION:

DOF – Accounts Payable/e
FRD – Jason Stanley/e
FRD – Bruce Webb/e

Contract Specialist – Ryan Justus
ACS, Team 1 – Cynthia Parker
Supplier Diversity – Chris McGough/e

PRICING SCHEDULE

ITEM NO.	MANUFACTURER	PERCENTAGE (%) DISCOUNT	AWARDED TO:
1.	3M Healthcare	50.4 %	Bound Tree 4400009563
2.	Abbott	60 %	
3.	ADI Medical	39.9 %	
4.	Allied HealthCare	42 %	
5.	American Diagnostic Corp.	52.5 %	
6.	Ansell	40 %	
7.	Briggs Healthcare	36.75 %	
8.	Cardiac Science	44.1 %	
9.	Cardinal Health	44.1 %	
10.	Care Fusion	42 %	
11.	ConMed	47.25 %	
12.	Conterra	47.25 %	
13.	Curaplex (Incl. Evalve Med and Tri-Anim Health Services)	46 %	
14.	Dukal Corp.	44.1 %	
15.	Dynarex Corp.	47.25 %	
16.	Ecolab	39.9 %	
17.	H&H Associates	36.75 %	
18.	Hartwell	35 %	
19.	Hawkpacks	21 %	
20.	Healthmark	21 %	
21.	Honeywell	21 %	
22.	Intersurgical Inc.	36.75 %	
23.	JT Posey	18.9 %	
24.	Laerdal	10.5 %	
25.	Lightning Storm	NO AWARD	
26.	Medical Device International	45.15 %	Bound Tree 4400009563
27.	Medline Industries	47.25 %	
28.	Medsource Int.	36.75 %	
29.	Medtronic (Incl. Covidien, Kendall, and Nellcor)	36.75 %	
30.	Meret Oxygen Products	26.25 %	
31.	Metrex	21 %	
32.	Morrison Medical	50.4 %	
33.	Mylan	36.75 %	

PRICING SCHEDULE

ITEM NO.	MANUFACTURER	PERCENTAGE (%) DISCOUNT	AWARDED TO:
34.	Nasco International	31.5 %	Bound Tree 4400009563
35.	NeoTech	42 %	
36.	North American Rescue	37 %	
37.	Owens and Minor	18.9 %	
38.	Parent Production	46 %	
39.	Pelican Products	44.1 %	
40.	Persys	29.4 %	
41.	Simulaids	21 %	
42.	Philips	35 %	
43.	Phillips	35 %	
44.	Propak	36.75 %	
45.	Safetec	26.25 %	
46.	Stat Packs	28 %	
47.	Sun Med	45.15 %	
48.	Teleflex (Incl. Pyng, Rusch, Tory, and Wolf)	45.15 %	
49.	UCAP IT (software excluded)	10 %	
50.	Welch Allyn	42 %	
51.	Westmed	44.1 %	

Sample Listing of Local Public Bodies

REFERENCE THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended, a "blank" will signify a "NO" response:

<input type="checkbox"/>	Alexandria Public Schools, VA	<input type="checkbox"/>	Maryland-National Capital Park & Planning Commission
<input type="checkbox"/>	Alexandria Sanitation Authority	<input type="checkbox"/>	Maryland Department of Transportation
<input type="checkbox"/>	Alexandria, Virginia	<input type="checkbox"/>	Metropolitan Washington Airports Authority
<input type="checkbox"/>	Arlington County, Virginia	<input type="checkbox"/>	Metropolitan Washington Council of Governments
<input type="checkbox"/>	Arlington Public Schools, Virginia	<input type="checkbox"/>	Montgomery Community College
<input type="checkbox"/>	Bladensburg, Maryland	<input type="checkbox"/>	Montgomery County, Maryland
<input type="checkbox"/>	Bowie, Maryland	<input type="checkbox"/>	Montgomery County Public Schools, MD
<input type="checkbox"/>	Charles County Public Schools, MD	<input type="checkbox"/>	Northern Virginia Community College
<input type="checkbox"/>	College Park, Maryland	<input type="checkbox"/>	Omni Ride
<input type="checkbox"/>	Culpeper County, Virginia	<input type="checkbox"/>	Potomac & Rappahannock Trans. Commission
<input type="checkbox"/>	District of Columbia	<input type="checkbox"/>	Prince George's County, Maryland
<input type="checkbox"/>	District of Columbia Courts	<input type="checkbox"/>	Prince George's County Public Schools, MD
<input type="checkbox"/>	DC Water and Sewer Authority	<input type="checkbox"/>	Prince William County Public Schools, VA
<input type="checkbox"/>	District of Columbia Public Schools	<input type="checkbox"/>	Prince William County, Virginia
<input type="checkbox"/>	Fairfax County Water Authority	<input type="checkbox"/>	Prince William County Service Authority
<input type="checkbox"/>	Fairfax, Virginia (City)	<input type="checkbox"/>	Rockville, Maryland
<input type="checkbox"/>	Falls Church, Virginia	<input type="checkbox"/>	Spotsylvania County Schools, Virginia
<input type="checkbox"/>	Fauquier County, Virginia	<input type="checkbox"/>	Stafford County, Virginia
<input type="checkbox"/>	Fauquier County Schools, Virginia	<input type="checkbox"/>	Takoma Park, Maryland
<input type="checkbox"/>	Frederick City, Maryland	<input type="checkbox"/>	Upper Occoquan Sewage Authority
<input type="checkbox"/>	Frederick County Maryland	<input type="checkbox"/>	Vienna, Virginia
<input type="checkbox"/>	Gaithersburg, Maryland	<input type="checkbox"/>	Virginia Railway Express
<input type="checkbox"/>	Greenbelt, Maryland	<input type="checkbox"/>	Washington Metropolitan Area Transit Authority
<input type="checkbox"/>	Herndon, Virginia	<input type="checkbox"/>	Washington Suburban Sanitary Commission
<input type="checkbox"/>	Leesburg, Virginia	<input type="checkbox"/>	Winchester, Virginia
<input type="checkbox"/>	Loudoun County Sanitation Authority	<input type="checkbox"/>	Winchester Public Schools
<input type="checkbox"/>	Loudoun County, Public Schools, VA		
<input type="checkbox"/>	Loudoun County, Virginia		
<input type="checkbox"/>	Manassas, Virginia		
<input type="checkbox"/>	Manassas City Public Schools, Virginia		
<input type="checkbox"/>	Manassas Park, Virginia		

Complete and return this form with your bid. Contract award may not be made without it.

Bound Tree Medical, LLC

Vendor Name

4400009563

SPECIAL PROVISIONS**1. SCOPE:**

- 1.1. The purpose of this solicitation is to establish a term contract(s) for Medical, First Aid Supplies for the Fire and Rescue Department (FRD) of County of Fairfax, VA on "as needed" bases.

2. BIDDER QUALIFICATIONS:

- 2.1. The Fire and Rescue Department (FRD) Emergency Medical Services (EMS) requires a web-based online ordering system to place all orders for medical – first aid supplies. (refer to the Technical Specifications for more information on this requirement)
- 2.2. Bidders must submit all documents marked "required" on Bonfire through the Fairfax County Bonfire portal for their bid to be deemed responsive. **Bonfire will not allow bids to be submitted unless all required items are completed.**

3. 24-HOUR EMERGENCY NUMBER:

- 3.1. Fairfax County requires that the vendor have a 24-hour "on call" service for emergency situations, voicemail will not be accepted. In the event of a Mass Casualty Incident or other federal, state, or local designated disaster/emergency, this number must provide Fairfax County Fire and Rescue complete access to vendor resources and inventory at any given time during the disaster/emergency. This "on call" service is to be free of charge to the County.

4. PERIOD OF CONTRACT:

- 4.1. The period of this contract shall be one (1) year from date of award.
- 4.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's procurement department. The County reserves the right to renew the contract for four (4) additional one-year periods based on satisfactory contractor performance and if agreeable to all parties.
- 4.3. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this Invitation for Bid is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

5. PRE-BID CONFERENCE:

- 5.1. An optional pre-bid conference will be held on August 12th, 2019 at 10:00 A.M. in the Fairfax County Government Center, 12000 Government Center Parkway, Conference Center Room 7, Fairfax, Virginia. Attendees requiring special services are asked to provide their requirements to the Department of Procurement and Material Management ADA representative at (703) 324-3201 or TTY 711. Please allow two (2) working days in advance of the event to make the necessary arrangements.

Special Provisions

- 5.2. The purpose of the pre-bid conference is to give potential bidders an opportunity to ask questions and to obtain clarification about any aspect of this Invitation for Bid. Bidders may submit any questions pertaining to the IFB, in writing, prior to the pre-bid conference to the contract specialist through the Bonfire portal.
6. **BACKGROUND:**
- 6.1. This solicitation is to replace the previous contracts for Medical, First Aid Supplies for the Fire and Rescue Department (FRD).
- 6.2. To view the previous solicitation and awarded contracts, visit our contract register at <https://www.fairfaxcounty.gov/cregister/>, and search for "Medical, First Aid Supplies"
7. **PRICES AND PRICE ADJUSTMENT:**
- 7.1. All prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.
- 7.2. All percentage discounts provided in the Bid Table on Bonfire, and on the Pricing Schedule in the resulting contract, shall remain firm throughout the entire term of the contract.
8. **PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:**
- 8.1. Authorized individuals will place orders for specific quantities of items covered in the resultant contract, as requirements arise. Please refer to the paragraph entitled, METHOD OF ORDERING.
- 8.2. The quantities specified in this solicitation are estimates only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period. Waiver of ten percent (10%) limitation in paragraph 27, General Conditions and Instructions to Bidders, is acknowledged.
9. **DELIVERY/TIME OF PERFORMANCE:**
- 9.1. Fairfax County requires stock items to be delivered within five (5) calendar days after receipt of order (ARO) and non-stock items within ten (10) calendar days after receipt of order (ARO).
- 9.2. The place of delivery of items ordered under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries will be made to various locations in Fairfax County between the hours of 8:30 A.M. and 2:00 P.M. on regular County business days unless other arrangements have been made.
- 9.3. The County may pick up orders from the vendor when it is in the best interest of the County. In these instances, the Contractor shall release the materials only to the designated representatives of the County Agency authorized to place and pick up orders.
- 9.4. The County may authorize the contractor to expedite parts deliveries through air freight, UPS, transit bus or other method for speedy delivery of critical parts. This authorization will only be granted on an exception basis. The County will pay the cost of special shipping.

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- 9.5. Should any order take longer than the stated delivery time, provided in 9.1, notification must be sent via call or email before the delivery window has expired. County personnel will decide whether to pursue other options to procure the item in an agreeable timeframe or not.
10. **BID ACCEPTANCE PERIOD:**
- 10.1. Any bid in response to this solicitation shall be valid for 90 days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
11. **QUOTATION LIMITATION:**
- 11.1. Bidders shall offer only ONE DISCOUNT for each manufacturer listed on the Bid Table in Bonfire. No alternatives will be accepted, unless requested by the County. If an "or equal" item is to be bid, the bidder must select the brand and model that meets or exceeds the specified item and submit their bid for that item. The submitted "or equal" manufacturer must be able to meet or exceed all items made by manufacturer listed.
12. **PRODUCT INFORMATION:**
- 12.1. If bidding an "or equal," the bidder is responsible for clearly and specifically identifying the manufacturer being offered and enclosing complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the County to determine if the products offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered non-responsive.
13. **INTERPRETATION OF BID:**
- 13.1. Any questions pertaining to this solicitation shall be directed to the procurement official through the Bonfire portal.
14. **SUBMISSION OF BIDS:**
- 14.1. Bids must be received electronically through Fairfax County's online Procurement Portal at: <https://fairfaxcounty.bonfirehub.com>, on or before the Submittal Deadline. Bids will only be accepted through the portal. Fairfax County will not accept bids submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this IFB. Bid submissions and registration are free of charge. Bidders can register for a free account at: <https://fairfaxcounty.bonfirehub.com>, which will be required when preparing a bid. Documents may be uploaded at any time during the open period. The official time used for receipt of bids/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com.
- 14.2. Each bidder must use the Bid Table functionality provided in the Bonfire portal to submit their bid. For each manufacturer on the Bid Table, bids must show a List Price for each item under that manufacturer, and a percentage discount applicable to all items from that manufacturer. Should a bidder enter more than one discount for a manufacturer, the highest discount will be applied for that manufacturer in its entirety. By executing the Cover Sheet, the bidder acknowledges they have read this solicitation, understand it, and agree to be bound by its terms and conditions.
- 14.3. If, at the time of the scheduled bid closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the bid closing will still proceed electronically through the Bonfire system.

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- 14.4. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Good Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.
- 14.5. Bidders are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. The last chance to submit questions to be addressed in addenda is 12:00 pm, five (5) business days before the due date of the solicitation. All addenda MUST be signed and submitted as stated on the addenda in Bonfire. Notice of addenda will be posted on eVA and the DPMM current solicitation webpage, and the Bonfire portal. It is the Bidder's responsibility to monitor the web page for the most current addenda at www.fairfaxcounty.gov/solicitation.
15. **CONTACT FOR ADMINISTRATION:**
- 15.1. In the event a contract is executed with your firm as a result of this solicitation please indicate the person(s) we may contact for prompt contract administration, in the space provided in Attachment A1.
16. **BID EVALUATION/CONTRACT AWARD:**
- 16.1. The County reserves the right to award the contract in the aggregate or by manufacturer, and/or to make a Primary and Secondary award, based on the best interest of the County
- 16.2. **Sample line items listed on the Bid Tab are for evaluation purposes only and do not indicate the items or quantities that the County may purchase on the resulting contract.**
- 16.3. Where basis of award is "discount from List", the Price List Sheets shall be the current Vendor's Retail Price Sheet. Each Bidder shall quote the percentage of discount from the Price List cited above. The percentage discount, bid by each bidder, must be a single percentage discount applicable to all items available through the manufacturer being bid on. The percentage discounts shall remain firm for the duration of the contract.
- 16.4. Each bidder shall submit login information to their web ordering portal (refer to the Technical Specifications regarding requirements for the web portal). The List Price given on the Bid Table and the Discounted Price calculated by Bonfire on the Bid Tab must match the pricing found in the Web Portal using the login information provided. If County staff cannot verify the item or pricing on the Web Portal the bid may be considered nonresponsive for that line and manufacturer.
- 16.5. The County would also like to receive Pricing and information about each bidder's custom kitting offerings. This information will not be evaluated to determine contract award. However, should a successful bidder offer custom kitting at a price agreeable to the County, the County may also award the successful bidder custom kitting. Custom kitting pricing/information should be submitted under Requested Information in Bonfire.

Special Provisions**17. CONTRACT INSURANCE PROVISIONS**

17.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

17.2. The Contractor shall, during the continuance of all work under the contract provide the following:

a. Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subContractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work.

The General Liability insurance shall include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the contract.

c. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

d. Contractor agrees to maintain Contractors Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to insure against loss due to liability imposed upon an owner/Contractor for acts arising out of the operations of independent Contractors/subcontractors or out of an owner's/Contractor's supervisory activity.

e. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or sub-contractor's work under this contract, or

Special Provisions

2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
 - f. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - g. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
 - h. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
 - i. Hold-harmless and Indemnification: Article 57 of the General Conditions and Instructions to Bidders shall apply where DPSM form is used. If not, following paragraph shall be inserted:

"The Contractor hereby agrees to indemnify and hold harmless Fairfax County, Virginia, its officers, agents and all employees and volunteers, from any and all claims for bodily injury, and personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from errors, omissions, or negligent acts of the Contractor, his subcontractors and their agents and employees".
 - j. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
 - k. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
 - l. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- 17.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 17.4. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.

Special Provisions

- 17.5. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
 - 17.6. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
 - 17.7. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - 17.8. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Contract.
 - 17.9. The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
18. **METHOD OF ORDERING:**
- 18.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
 - 18.2. A Purchase Order (PO) may be issued to the Contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
 - 18.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently a MasterCard. Contractors are encouraged to accept this method of receiving orders.
 - 18.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
 - 18.5. Orders may be placed orally by authorized employees of the County identifying themselves with their name and a credit card order number. The Contractor may contact agency personnel listed on the Purchase Order to verify the authorization of the employee placing the call.
 - 18.6. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

Special Provisions**19. CATALOGS AND PRICE SHEETS:**

19.1. These awards are made on the basis of percentage discount. The successful bidder is responsible for making current catalogs and price lists available via the online web portal. Should the successful bidder provide any price lists or catalogs in print, the successful bidder's name and address shall appear on all catalogs and price lists. Where a price list shows more than one column of prices, the Contractor shall clearly mark the column, which represents the gross prices charged the County, and those prices must agree with the bidders original bid. Pricing sheets, both online and in print, are to be updated no more than once every 365 days.

20. CORRESPONDENCE:

20.1. All communications between the parties relating to material contractual issues shall be through the Contract Specialist and must be in writing to be deemed binding.

21. ADDITIONS/DELETIONS:

21.1. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

22. CANCELLATION OF ORDERS:

22.1. Purchases made under this contract are for readily available supplies. Time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this contract.

23. SALES/DELIVERY TICKETS:

23.1. Orders placed under this contract for delivery placed by PO, Procurement Card or for pick up by an authorized representative, shall be supported by the Contractor's Sales/Delivery Ticket. The Contractor's Sales/Delivery Ticket shall contain the following information:

1. Contractor's Name,
2. Purchase Order Number and Contract Number,
3. Date of Purchase,
4. Itemized list of supplies furnished,
5. Quantity, list price, discount and extension of each item, and total, in accordance with the Contract,
6. Name of authorized representative ordering the supplies,
7. Name of Fairfax County Agency receiving the supplies,
8. Name of facility or address of where supplies are being delivered.

23.2. In all instances, the Contractor will prepare a Sales/Delivery Ticket, whether delivery is made by the Contractor or pick up is made by a Fairfax County representative at the Contractor's place of business. The Contractor's Sales/Delivery Ticket will be signed, by the Fairfax County representative, with a copy being retained by the Contractor.

Special Provisions24. **INVOICING PROCEDURE:**

- 24.1. The Contractor shall submit a Summary Invoice once each month, listing the Sales/Delivery Ticket numbers covering deliveries made during the monthly billing period and submitted to the BILL TO address shown on the Purchase Order. The invoice must be accompanied by one copy of each signed Sales/Delivery Ticket.
- 24.2. The invoice shall contain the applicable Purchase Order number and the name of the Agency receiving the supplies. Payment will be made once each month.

25. **EMERGENCY PURCHASES:**

- 25.1. Should the Contractor be unable to furnish the required item within the period of time specified in the contract the County reserves the right to make emergency purchases from other sources.

26. **ORDER OF PRECEDENCE:**

- 26.1. In the event of conflict, the Acceptance Agreement and the Special Provisions of this solicitation shall take precedence over the General Conditions and Instructions to Bidders or any other contract document.

27. **SUBCONTRACTING:**

- 27.1. If one or more subcontractors are required, the Contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.sbsd.virginia.gov>; local chambers of commerce and other business organizations.
- 27.2. Should a successful bidder utilize a third party, for any of the services awarded by this solicitation, it is the bidder's responsibility to ensure that the third party follows all the requirements listed herein and notify the County that a third party is being used.

28. **USE OF CONTRACT BY OTHER PUBLIC BODIES:**

- 28.1. Reference Paragraph 70, General Conditions and Instructions to Bidders, Cooperative Purchasing: Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your bid. (See Attachment A for sample listing).
- 28.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 28.3. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.

Special Provisions

- 28.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 28.5. Fairfax County shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.
29. **NEWS RELEASES BY VENDORS:**
- 29.1. As a matter of policy, the County does not endorse the products or services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.
30. **AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**
- 30.1. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 30.2. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government Contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
31. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**
- 31.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

TECHNICAL SPECIFICATIONS FOR WEB BASE ORDERING SYSTEM

The Fire and Rescue Department (FRD) Emergency Medical Services (EMS) ordering system must be fully web-based and completely separate and independent of Fairfax County Government Information Technology network systems. No software can be loaded on Fairfax County Government workstations or servers.

The bidder must provide an online ordering system that provides, but is not limited to, the following:

- a. A user-friendly online ordering system that allows a limited number of authorized users, approximately 70, to place orders.
- b. Specific products that the County can add to or remove from as desire to meet the department needs.
- c. The ability for users to gather information and prepare reports to include, but not limited to:
 - Track trends of specific locations/stations order history (i.e. a given fire rescue station) over a specific period of time.
 - Totals of a specific products use over selected period of time.
 - Product sales in ascending order.
 - Monthly, yearly, and/or quarterly expenditure reports by work location.
 - Exporting reports to another database.
 - Backorder
- d. Have an online catalog with clear description and photographs of merchandise that is provided by this contract.
- e. Clear description of how product is packaged and sold as (i.e. sold by the pack or sold by the roll).
- f. Have an "approval" process where designed FRD users sign on to review pending orders and then authorize for processing by vendor (multi-authorize level).
- g. Show the unit and total price for each order.
- h. Permit administrator to specify a given, limited number of FRD users with separate user IDs and passwords.
- i. Permit administrator to specify maximum quantities that can be ordered for a given item on a single order.
- j. The system will also provide time and dates of when merchandise was ordered, shipped and received by purchaser.
- k. The ability to retrieve invoice history (payment).

The above specifications are minimum requirements, bidder may submit additional options and they will be considered.

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homepage (/) > business (/business/) > doing business with us (/business/withcounty/) > contract register (./) > Contract List (ContractResultList.aspx?vendorName=bound&filterType=Contains) > Contract Details



Contract Details

Contract Information

Contract Name/Description: First Aid Supplies

Contract Number: 44000009563

Expiration Date: 12/26/2024

of Extensions: 0

Buyer Code: GIT

Buyer Name: Tanweer, Sehresh (mailto:dpmteam1@fairfaxcounty.gov)

Contract Documents

Contractor Contact: CHRISTOPHER FIFE 303-537-0523 EXT. 5374

Contractor Fax: _____

(/)

Corporate social responsibility(CSR) Accomplishment
(/procurement/responsible-and-sustainable-sourcing):



Awards

Main Address

12000 Government Center Pkwy

Fairfax, VA 22035

(<https://www.fairfaxcounty.gov/publicaffairs/awards/>)

Phone

703-FAIRFAX (tel:703-FAIRFAX)