



**YEARLY CONTRACT for MARCER MEDICAL
SUPPLIES (PRE-HOSPITAL)
BID NO. 100**



This CONTRACT, by and between Mid-America Regional Council, hereinafter referred to as "MARC", and Medline Industries, Inc., hereinafter referred to as "Contractor" is effective this 1st day of July, 2021.

WITNESSETH:

WHEREAS, MARC does hereby accept, with modifications, if any, the bid of Medline Industries, Inc. The bid document and submittal by Contractor is made a part of this contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide medical supplies on an as-needed basis, as specified on Appendix Tab A-1 and Tab A-2 price sheet as a two-year initial contract period for Mid-America Regional Council Emergency Rescue (MARCER) Active Members, Associate Members and Program Participants. All sales will be made in accordance with the prices, terms and conditions of the invitation for bid and any subsequent term contract.

The contractor shall furnish to MARC:

- a) Payment of the **three percent** Administrative Fee, on a **quarterly** basis, to MARC, **based on gross sales for each quarter** excluding any shipping costs. The Contractor shall have no claim or right to all or any portion of the Administrative Fee. All payments shall be made payable to: Mid-America Regional Council, Attn: Finance Department, 600 Broadway Suite 200, Kansas City, Missouri 64105-1659. The bid number 100 and calendar quarter of sales must be referenced on each payment.
- b) A composite report of all contract purchases against any, and all orders issued against this contract. The report shall be compiled and submitted to: MARC, Attn: MARCER, 600 Broadway Suite 200, Kansas City MO 64105-1659. It is preferred the report be sent electronically. The report shall include, at a minimum:
 - 1) Ordering entity, entity's purchase order number (or order number), and date ordered, item descriptions, quantities ordered, units of measure, along with all unit and extended prices.
 - 2) The report shall be totaled for the accumulated dollar amount spent within the particular month period for each Participant.
 - 3) Preferred format of report is Excel spreadsheet and may be sent electronically to Katelyn Click / kclick@marc.org and Ginny Williams / gwilliams@marc.org.
 - 4) Payments of fees under this contract shall be due thirty (30) calendar days after the end of each quarter. Reports are due within thirty (30) calendar days following previous month closing.
 - Q1 January - March – due by April 30
 - Q2 April - June – due by July 31
 - Q3 July-September – due by Oct. 31
 - Q4 October – December – due by Jan. 31

2. CONTRACT TIME

Contract is effective from July 1, 2021 through June 30, 2023 with the option to renew in writing for three additional one-year renewal periods.

3. INVOICES

Invoices shall be prepared and submitted by regular mail or electronic mail, unless otherwise specified by the ordering entity. Invoices shall contain the following information: MARCER Bid 100, Participant's Purchase Order number (or order number), item number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. All invoices must reflect the same unit of measure and pricing as stated in the pricing section. Any invoices received with incorrect units of measure, may be corrected, and noted on the invoice "not per contract" and totals will be adjusted accordingly, at the discretion of the Participants. Invoices for and inquiries regarding payment shall be addressed to the ordering entity. Any delay in receiving invoices, or errors and omissions, on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges.

4. TERMINATION

This contract may be terminated by either party upon sixty (60) calendar days prior notice in writing to the other party. The MARC/KCRPC and Participants may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions of this contract. In the event of any termination of contract by the Contractor that is not due to the breach of this Contract by, or other fault of, MARC or any Participant, the Participants may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

5. CHANGES AND ADDITIONAL SERVICES

MARC may at any time, by written order, make changes or additions, within the general scope of this contract in or to specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify MARC in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days, or such other period as may be agreed upon in writing by the parties, after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

6. CONFLICTS OF INTEREST

The Contractor, by acceptance of any purchase orders resulting from this bid, certifies that to the best of their knowledge or belief, no elected or appointed official of any Participant is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

7. COMPLIANT WITH APPLICABLE LAWS

The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.

8. NOTICES

Any notice to any Contractor from MARC relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative.

IN WITNESS WHEREOF, the parties hereto have signed this CONTRACT:

By: DocuSigned by:
David A Warm

David Warm, Executive Director
Mid-America Regional Council
600 Broadway Suite 200
Kansas City, Mo. 64105-1659
P. 816-474-4240 F. 816-421-7758

By: 

Chris Powers, VP of Government Sales
Medline Industries, Inc.
Three Lakes Drive
Northfield, Il., 60093
P. 800-633-5463 F. --
Email: govbids@medline.com
Fed. Tax ID 36-2596612

6/18/2021

Date:

5/24/2021

Date:

Distribution: Contractor / Bid file / Contract Database
Staff Contact: John Davis, MARCER jdavis@marc.org

5.0 PRICING and SUBMITTAL SECTION -

Bidders must complete this section, with the appendices, in their entirety and return by electronic mail. All pricing quoted shall EXCLUDE delivery and administrative fees. In case of discrepancy between a unit price and extended price, the unit price will prevail.

5.1	Complete and submit Pricing Appendix A (Tab A-1 and Tab A-2)		
5.2	Payment terms are Net 30. Does bidder offer discount for prompt (early) payment for payment made earlier than 30 days?	Yes	<input checked="" type="checkbox"/> No
	If yes, state terms:	Discount ____ %	Net ____ days
5.3	Do you accept government procurement cards (Visa, Mastercard) for payment?	<input checked="" type="checkbox"/> Yes	No
5.4	Do you offer an "off shelf" discount for similar products/services within scope of work? If discount is available, state percentage.	<input checked="" type="checkbox"/> Yes	No
	If yes, state discount off current standard price list:	Discount <u>20</u> %	
	If yes, provide website for current catalog price list:	Web: www.medline.com	
5.5	Delivery time: Non-emergency orders (24-48 hours after receipt of order preferred)	<input checked="" type="checkbox"/> Yes	No
5.6	Delivery time: Emergency orders (4-8 hours after receipt of order preferred, maximum of 12-hour turnaround).	Yes X	No
	State delivery cost:	\$ Order size and distance dependent	
	Emergency orders: " Will Call " basis – pick up to be available within 4 hours, after receipt of order.	Yes X	No
	State location for pick up for Will Call orders:	Location Dependent	
5.7	State any exceptions to time frames: None		
5.8	Delivery time: State hours and days for available delivery: Monday to Friday: _____ Saturday _____ Sunday _____	**Ambiguous. Delivery times are not guarantee-able. Delivery time windows are possible, if customer is on a ship schedule and is delivered to by Medtrans.	
5.9	State schedule of alternate delivery days for holidays: Not available.		

5.14 Complete the following contact information for emergency, ordering, purchase orders, and remittance:

	Emergency Contact: 24-hour	
Name:	Customer Service (Please review Disaster Plan for additional contacts)	
Phone:	800-633-5463	Mobile: 8 PM-8AM (24 HR Sat/Sun)- 563-543-0558
Fax:	N/A	
Email:	customerservice@medline.com	

	Ordering and Mailing of Purchase Orders	
Name:	Anne Heiar **There will be a local rep assigned to each account created belonging to the MARCER bid, the customer will reach out to assigned rep)	
Address:	Missouri Territory	
City, state, zip		
Phone:	563-581-8751	Fax: N/A
Email:	AHeiar@medline.com	

	Remittance (Invoice payments):	
Name:	Medline Industries	
Address:	Dept 1080, P.O Box 121080	
City, state, zip	Dallas, TX 75312-1080	
Phone:	800-633-5463	Fax: N/A
Email:		

	Technical Support:	
Name:	Customer Service **There will be a local rep assigned to each account created belonging to the MARCER bid, the customer will reach out to assigned rep)	
Phone:	800-633-5463	Mobile: N/A
Email:	customerservice@medline.com	
Web:	www.medline.com	

	Sales Reporting and Administrative Fees:	
Name:	Missy Denk	
Phone:	847-643-4928	Fax: N/A
Email:	mdenk@medline.com	