

EMERGENCY MEDICAL SUPPLIES AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of FEBRUARY, 2014, by and between the City of Farmington Hills, Oakland County, Michigan, on behalf of the SMEMS COOPERATIVE and the MITN Purchasing Cooperative, Party of the First Part, hereinafter called OWNER, and Party of the Second Part,

J & B MEDICAL SUPPLY hereinafter called the CONTRACTOR.

WITNESSETH, that the CONTRACTOR and the OWNER, for the consideration hereinafter named agree as follows:

ARTICLE I - THE WORK

It is agreed that the CONTRACTOR shall furnish all the labor & materials to deliver products shown and called for in the Request for Proposal titled:

FH-13-14-1773 Emergency Medical Supplies and Equipment

prepared by the City of Farmington Hills, Central Services Department, Oakland County, Michigan, acting as, and in these Contract Documents entitled, the Contract Manager, and shall do everything required by the Contract Documents.

ARTICLE II - THE TIME

It is agreed that the CONTRACTOR shall begin work under this Contract upon receipt of written notice to proceed and that the CONTRACTOR will fulfill all contract requirements for a period of three (3) years from date of contract award. It is further agreed that The City of Farmington Hills acting on behalf of the Southeast Michigan Emergency Medical Supplies Cooperative and MITN Purchasing Cooperative may opt to extend the pricing, terms and conditions of this contract for three (3) one year renewals after the contract completion date.

ARTICLE III-PRICING

The CONTRACTOR agrees that the CORE list prices submitted in their proposal shall remain firm and fixed for the entire contract and all extension periods. However, fluctuating market conditions may affect the ability of the CONTRACTOR to maintain the original proposal prices during the extension period. Therefore the CONTRACTOR may request a price adjustment based on verifiable changes in the market prior to the end of each contract period, to be valid for the upcoming contract extension period. If the request (s) is/are approved by the governing board, the adjusted prices shall be firm and fixed for the term of the new period.

It is further agreed that price adjustment requests will only be accepted on a yearly basis. All requests for price adjustments must be submitted in writing to the City of Farmington Hills Purchasing Department, with substantial documentation, including but not limited to, applicable market indexes for the product(s) affected, letters from the manufacturer/producer of the product(s) or any other documentation supporting a request for price adjustment. The Price adjustments shall not exceed the difference between the awarded vendors(s) previous & new cost.

The CONTRACTOR also agrees that all MLP discount's by Category & the remaining line MLP discount's listed in their proposal will remain firm for the entire length of the contract and all extension period's.

ARTICLE IV - OWNER'S RIGHT TO CANCEL

It is agreed that this contract may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating agency may cancel its participation upon 30 days written notice. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Purchasing Entity to indemnification by the CONTRACTOR, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to CONTRACTOR default may be immediate.

ARTICLE V - ASSIGNMENT OF CONTRACT

It is agreed that the CONTRACTOR shall not assign or transfer this Contract or sublet any part of the work embraced in it, except with the written consent of the OWNER to do so.

ARTICLE VI-GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the participating entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum shall be in the participating entity's State.

ARTICLE VII-NONDISCRIMINATION

The CONTRACTOR agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The CONTRACTOR further agrees to furnish information and reports to requesting agencies, upon request, for the purpose of determining compliance with these statutes. The CONTRACTOR agrees to comply with each individual agency's certification requirements, if any, as stated in the additional terms and conditions listed in the solicitation. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the agencies to insure that subcontractors and vendors are bound by this provision.

ARTICLE VIII- SEVERABILITY

If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

ARTICLE IX-FORCE MAJEURE

Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The City of Farmington Hills may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

ARTICLE X- CONFLICT OF INTEREST

The CONTRACTOR certifies that it has not offered or given any gift or compensation prohibited by the state laws of any agency participant or to any employee of participating agencies to secure favorable treatment with respect to being awarded this contract.

ARTICLE XI-INDEPENDENT CONTRACTOR

The CONTRACTOR shall be an independent CONTRACTOR, and as such shall have no authorization, express or implied to bind the City of Farmington Hills or the respective agencies to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the City of Farmington Hills or participating agencies, except as expressly set forth herein.

ARTICLE XII-NON-IRAN LINKED BUSINESSES

The CONTRACTOR certifies that it is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012, and will supply any further certifications or information submissions requested by the City of Farmington Hills or participating agency in this regard.

ARTICLE XIII - CONTRACT PRICING

And it is agreed that, in consideration of the faithful and entire performance by the CONTRACTOR of his obligations under this contract, the OWNER, shall pay to him, at the time and in the manner hereinafter stipulated, an amount as determined by the measured quantities and the respective unit prices herein named within thirty (30) days of receipt of the CONTRACTOR's invoices.

It is further agreed that volume estimates listed in the specification document are as such just estimates and that the OWNER will not be held responsible to meet any volume estimate listed to receive contract pricing. The person representing the CONTRACTOR who will submit written invoices for payment is designated as:

Kristy Hanley. The person representing the OWNER to whom invoices are to be submitted and questions regarding payment shall be designated by each entity after award.

ARTICLE XIV – INCENTIVE/REBATE PROGRAMS

It is agreed that if the following incentive/rebate programs will be considered part of this agreement:

Continuation of the EMS Education fund in an amount not to exceed \$2,500 per year for the cooperative board to use toward any EMS educational opportunities. The cumulative balance is not to exceed \$15,000.

CITY OF FARMINGTON HILLS
DEPARTMENT OF CENTRAL SERVICES
PURCHASING DIVISION
31555 ELEVEN MILE ROAD
FARMINGTON HILLS, MI 48336-1165
www.fhgov.com



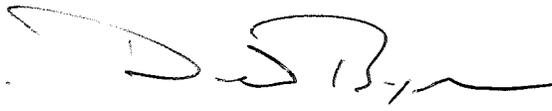
PHONE 248-871-2435
FAX 248-871-2431

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IN WITNESS WHEREOF, the parties have caused these presents to be signed personally or by their duly authorized officers or agents and their seals affixed and duly attested the day and year first written above for **EMERGENCY MEDICAL SUPPLIES AND EQUIPMENT**.

CITY OF FARMINGTON HILLS - MUNICIPALITY

WITNESSES

 1/29/14

BY: Steve Brock, City Manager/Date
Carly Hotchkiss
CARLY HOTCHKISS

 1/29/14

BY: Pam Smith, City Clerk/Date
Michelle Milko
Michelle Milko

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PHONE 248-871-2435
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CONTRACTOR

WITNESSES

[Signature] BY _____
CONTRACTOR/Date

[Signature] BY: James WaaK 1-15-14
CONTRACTOR/Date

CONTRACTOR's signature (s) must be notarized:

STATE OF MI

COUNTY OF Wayne

Subscribed and sworn to before me this 15th day of January 2014

Kathy Schaar
Notary Public

MI County Wayne

My Commission Expires: 11-16-19

