

AGREEMENT FOR EMERGENCY MEDICAL SUPPLY AND DELIVERY SERVICES

THIS AGREEMENT FOR EMERGENCY MEDICAL SUPPLY AND DELIVERY SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **HENRY SCHEIN, INC.** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 11-3136595) ("Vendor").

R E C I T A L S :

WHEREAS, on December 15, 2022, City issued an Invitation to Bid ("ITB") for vendors to provide emergency medical supplies to Ocala Fire Rescue on an as-needed basis, ITB No.: OFR/220860 (the "Solicitation"); and

WHEREAS, four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the three lowest vendors were selected to provide emergency medical supplies to Ocala Fire Rescue; and

WHEREAS, Henry Schein, Inc., was chosen as an intended awardee for the provision of providing emergency medical supplies to Ocala Fire Rescue on an as-needed basis (the "Services"); and

WHEREAS, Vendor certifies that Vendor is qualified and possesses the required licensure, skills, and experience to perform the work required for the Services.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

T E R M S O F A G R E E M E N T :

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the proposal submitted by Vendor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement, if any. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement.** The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-2)

Exhibit B: Price Proposal (B-1 through B-8)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A; then (2) Exhibit B.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A – Scope of Work** and the Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** The highest total compensation payable to Vendor under the Initial Term of this Agreement for the timely and satisfactory performance of the Services in compliance with the Contract Documents shall not exceed **ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000)** (the “Contract Sum”). The Contract Sum under this Agreement may only be adjusted by written amendment executed by both parties.
 - A. **Pricing:** Compensation shall be payable to Vendor based on the pricing set forth in **Exhibit B – Price Proposal** and may only be adjusted by written amendment executed by both parties.
 - B. **Renewal Pricing Increases.** Pricing shall remain firm and fixed during the Initial Term of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be approved by the City of Ocala. Vendor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions.
 - C. **Invoice Submission.** Vendor must invoice at least once a month. Invoices must be reviewed and agreed upon by the City of Ocala Project Manager. Review and approval shall not be unreasonably withheld, conditioned, or delayed. All invoices, reports, and other documentation submitted by Vendor shall include the City Contract Number, date, and assigned Invoice Number. Invoices, reports, and other documentation shall be submitted to the City Project Manager at: **Ocala Fire Rescue; Attn: Beth Antis, 505 NW Martin Luther King, Jr. Avenue Ocala, Florida 34475; E-Mail: bantis@ocalafl.org.**
 - D. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or

defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

E. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **MARCH 7, 2023** and continue through and including **MARCH 6, 2025**. This Agreement may be renewed for up to **TWO (2)** additional **ONE-YEAR (1-Year)** periods by written consent between City and Vendor. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes, pandemics, labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

- B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
- A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
- B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.
8. **TERMINATION, BREACH, AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to

Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (2) Vendor provides material that does not meet the specifications of the Agreement;
- (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or
- (4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

B. **Vendor's Opportunity to Cure Default.** City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default.** In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

- (1) City shall be entitled to terminate this Agreement without further notice;
- (2) City shall be entitled to hire another Vendor to complete the required work in accordance with the needs of City;
- (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
- (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; (ii) placing a claim against the Performance Bond; or (iii) any other remedy as provided by law

D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The

Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

9. **WARRANTY.** Vendor warrants that all materials, and equipment furnished under the agreement are new and of the type and quality in accordance with the Contract Documents. Vendor shall guarantee that the materials and equipment shall be free from any defects in workmanship for a period of not less than ONE (1) YEAR from the date of purchase or delivery. Vendor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) ONE (1) year from the date of installation; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized. If equipment purchased from the vendor is not found to be acceptable by the City, the vendor will provide an acceptable equivalent at no charge to the city. Vendor shall be responsible for all transportation costs incurred for defective equipment returns and replacements.
10. **PERFORMANCE EVALUATION.** At the end of the Agreement, City may evaluate Vendor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the Agreement term, for any reason, shall be subject to future bidding suspension for a period of ONE (1) year and bid debarment for a period of up to THREE (3) years for serious contract failures.
12. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:
 - A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement; and
 - B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor; and

- C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever and is in compliance with same; and
- D. Vendor possesses the capacity, professional experience, licensure, and skill necessary and required to perform the scope of work described herein.
- E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or Vendors under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an City or political subdivision of any other state or with the United States..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or Vendor under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

- A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- B. Vendor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.
- C. Vendor shall be responsible to see that the finished work complies accurately with the Agreement and the intent thereof.
- D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

- E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.
14. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
15. **RESPONSIBILITIES OF CITY.** The following provisions are the responsibilities of the City:
- A. City shall issue all communications to Vendor.
 - B. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work.**
 - C. City has the authority to stop work or to suspend any work.
16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
17. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities

performed by or on behalf of Vendor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**

19. **MISCELLANEOUS INSURANCE PROVISIONS.**

- A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.
- B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. Certificates of Insurance. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence**

of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org. Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- D. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
 - E. Notice of Cancellation of Insurance. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org
 - F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
 - G. Severability of Interests. Vendor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
20. **SAFETY/ENVIRONMENTAL**. Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety

Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
22. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
23. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or

injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

24. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an City relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.
25. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
28. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor shall:

- A. Keep and maintain public records required by the public City to perform the service.
- B. Upon request from the public City's custodian of public records, provide the public City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the public City.
- D. Upon completion of the contract, transfer, at no cost, to the public City all public records in possession of the Vendor or keep and maintain public records required by the public City to perform the service. If the Vendor transfers all public records to the public City upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public City, upon request from the public City's custodian of public records, in a format that is compatible with the information technology systems of the public City.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 29. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 30. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 31. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.dhs.gov>

verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

32. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
33. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
34. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
35. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons

during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

36. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
37. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Henry Schein, Inc.
Attention: Joanne Viggiano
PO Box 3227
Irmo, SC 29063
Phone: 800-851-0400 Ext. 3612
E-mail: biddept@Henryschein.com

If to City of Ocala:

Daphne Robinson, Esq. - Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.org

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, FL 34471
E-Mail: cityattorney@ocalafl.org
PH: 352-401-3972

38. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or

prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

39. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

40. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

41. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this

Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

42. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.
43. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
45. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
48. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
49. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement.

No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

50. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

James P. Hilty
City Council President

Approved as to form and legality:

HENRY SCHEIN, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Vice President or Higher)

BACKGROUND

Vendors will provide emergency medical services supplies for Ocala Fire Rescue on an as-needed basis. The Vendor shall furnish all materials and equipment within a reasonable time frame and on a continuous basis.

This Contract does not commit Ocala Fire Rescue to purchase minimum quantities of any items.

DELIVERY

1. Scheduling Orders are to be received within ten (10) business days from the guaranteed date of delivery/pick-up availability provided on each quote. There shall be a one percent (1%) penalty discount applied to the vendor's invoice for every ten (10) business days the delivery is late.
2. Supplies will be delivered or shipped to Ocala Fire Rescue Administration, 505 NW MLK Ave, Ocala, FL 34471 (Rear of building for deliveries).

Scheduling of all deliveries shall be coordinated through Beth Antis, **Ocala Fire Rescue (352) 629-8353**, email Bantis@ocalafl.org,

VENDOR RESPONSIBILITIES

1. At the request of the City, the Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Vendor must each be promptly notified by the other of any complaints received.
2. The employees of the Vendor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
3. Vendor will operate as an independent Contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
4. No smoking is allowed on City property or projects.
5. All company trucks must have a visible company name/logo on the outside of the vehicle.

SAFETY

1. The Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Vendor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Vendor's responsibility.

PRICING

1. Standard delivery costs must be included in the line pricing.
2. The quantities in Price Proposal are estimated based upon past annual usage and should not be construed as guaranteed minimums.
3. The resulting Contract does not commit Ocala Fire Rescue to purchase minimum quantities of any item.

4. The City will pay the Vendor only for the actual units that the Vendor provides, installs, or constructs.
5. Standard delivery costs must be included in line-item pricing.
6. 24-hour and 72-hour shipping costs must be provided separately (where indicated) on Exhibit B.

Henry Schein Medical

ITB# OFR/220860 Emergency Medical Service Supplies

#	Description	Unit of Measure	Unit Price	Vendor Product#	Comments
1	12VDC battery for Laerdal suction unit	Each	\$123.19	4998747	
2	4" x 4" Non-Sterile Gauze	(Bag/200)	\$2.55	1408394	
3	4" x 4" Sterile Gauze - Single packed	(Box/25)	\$1.25	1408397	sold 100/bx \$5.00
4	ABD Pad	Bx/16	\$1.60	5701470	5x9 sold 25/bx \$2.50
5	Ace Wrap 2"	(Pack/10)	\$3.39	4995114	
6	Ace Wrap 3"	Each	\$0.47	4995113	sold 10/bx \$4.70
7	Ace Wrap 4"	(Pack/10)	\$5.90	4990665	
8	Actidose 50 MG, 240 ML	(Case/12)	\$323.40	1396684	sold each \$26.95
9	Adaptic 3" x 3"	(Box/50)	\$18.14	1568440	
10	Adenocard 6 mg/2 ml Prefilled Syringe	(Box/10)	\$24.46	1404750	Single dose vial
11	Albuterol .083% 2.5 mg/3 ml	(Box/30)	\$5.65	1194529	
12	Alcohol Preps	(Box/200)	\$1.18	5702219	
13	Ambubag Adult - AF 1000 Series Latex Free - 845211	(Box/10)	96.1	4993940	sold each \$9.61 Ambu 520211000
14	Ambubag Infant - 540212000	(Case 16)	191.04	4999928	sold each \$11.94
15	Ambubag Peds - AF 1000 Series Latex Free - 845221 Pediatric	(Each)	11.94	4996431	Ambu 530213000
16	Amiodarone HCl 150 MG (50mg/ml) Single Dose Vile	(Pack/25)	\$43.67	1380951	
17	Ammonia Inhalants .33 ml	(Box/10)	\$2.44	1422556	
18	Arm Board 18"	(Each)	\$1.77	Dick Medical 62318M50	
19	Arm Board 9"	(Each)	\$0.88	Dick Medical 62309M50	
20	Arm Board Infant - 3" inch	(Each)	\$0.85	Dick Medical 62306M50	
21	Arm Sling Adjustable - Large	(Each)	\$4.10	5550696	
22	Arm Sling Adjustable - Medium	(Each)	\$4.10	5555497	
23	Arm Sling Adjustable - Small	(Each)	\$4.19	1206045	
24	Aspirin 81 mg Bottles (Chewable)	(Each)	\$0.89	1381092	
25	Atropine 1 mg (.01 mg/ml) - Inj	(Each)	\$10.02	2580091	sold 10/bx \$100.20
26	Baby beanie, pink/blue stripe	Each	\$0.56	8300121	
27	backboard straps - 9' disposable with plastic buckles. No on impervious material	Each	\$1.63	7005166	
28	Bags Red Small 7 to 10 gallon	(Box 500)	\$54.05	9490778	
29	Bandage Triangular	(Box/12)	\$3.96	UnitedMed UM-0513301	sold each \$.33
30	Bandage, Olaes 4 inch	(Each)	\$11.23	1105076	
31	Bandage, Olaes 6 inch	(Each)	\$16.84	1105078	
32	Band-Aid 1"x 3"	(Box/100)	\$1.16	1126142	
33	Band-Aid 2"x 4"	(Box/100)	\$5.78	1669802	sold 50/bx \$2.89
34	Bite Sticks - Plastic	(Bag/10)	\$2.81	6675231	
35	Blade assembly,single use, pivoting, purple for 3M surgical clippers	(Each)	\$3.89	1392747	sold 50/bx \$ 194.50
36	Blast bandage	(Each)	\$8.94	7003790	

#	Description	Unit of Measure	Unit Price	Vendor Product#	Comments
37	Bulb Syringe	(Each)	\$0.93	7884757	
38	Bumetanide .25 mg/ml 10 ml	(Box/10)	\$46.00	1422985	
39	Burn Sheet	(Each)	\$1.35	Unitedmed UM-0513901	
40	C2 Morphine 10mg 1ml vial	Box/25	\$77.27	1338023	
41	5258463110 Calcium chloride 10% 100mg.ml ansyr syringe 10ml each	(Each)	\$12.38	1046889	sold 10/bx \$123.80
42	Cannula Nasal Infant	(Box/50)	\$1.40	4998042	
43	CAT Tourniquet	(Each)	\$22.66	4997780	
44	Catheter 14 GA - Braun Introcan Safety	(Box/50)	\$83.00	*5077712	
45	Catheter 16 GA - Braun Introcan Safety	(Box/50)	\$83.00	*5070660	
46	Catheter 18GA - Braun Introcan Safety	(Box/50)	\$83.00	*9866186	
47	Catheter 20 GA - Braun Introcan Safety	(Box/50)	\$83.00	*5070313	
48	Catheter 22 GA - Braun Introcan Safety	(Box/50)	\$83.00	*5075531	
49	Catheter 24 GA - Braun Introcan Safety	(Box/50)	\$83.00	*5070341	
50	Catheter IV Safelet Safety 20 gaugeX1-1/4"	Box 50	\$36.40	1264780	
51	Coban self adherant wrap tan 2"	(Each)	\$0.56	9004322	Henry Schein 9004322
52	Coban self adherant wrap tan 3"	(Each)	\$0.68	9004323	Henry Schein 9004323
53	CPAP Mask - built in nebulizer - Flow-Safe EZ Large Adult Mask with ports and EZflow Max Nebulizer Product No. 1057318	(Box/5)	\$290.40	7003324	
54	CPAP Mask - Large - Flow-Safe EZ Small Adult Mask with ports and EZflow Max Nebulizer Product No. 1057319	(Box/5)	\$290.40	7003325	
55	CPAP Mask - Small - Flow-Safe EZ Child Deluxe Mask with ports and EZflow Max Nebulizer Product No. 1057320	(Box/5)	\$290.40	7003326	
56	Cric Splitting needle kit - Cook-splitting needles for training	Each	\$0.00	NO BID- requested mfg# never	
57	Cook Cricothyrotomy Catheter Kit	(Each)	\$0.00	NO BID- requested mfg# never	
58	Curaplex extrication device w/case, green, for confined space patient immobilization and extrication	Each	\$38.90	UnitedMed UM-0911901	
59	Curaplex Halo Chest Seal	2 Pack	\$13.19	7000735	Hyfin 10-0037
60	Curaplex IV Extension set with removable sure-lock, needle-free connector, pinch clamp, rotating male luer-lock, 8 inch	(Each)	\$1.32	7022373	B Braun 352290, sold 100/cs \$132.00
61	Curaplex oxygen nasal cannula, Adult, conventional, clear, non-flared prongs, 7 ft tubing	Case	\$11.00	UnitedMed UM-0212502	
62	Cyanokit 5 gm Hydroxocobalamin kit, contains 1 IV Admin set and 1 transfer spike	(Each)	\$1,230.67	1423286	
63	Decompression needle 3.75 (needle emergency air release spear)	Each	\$8.24	4997721	
64	DEFIB/ECG pads Adult w/quik combo* for lifepack 15	(Each)	\$19.08	1127163	
65	DEFIB/ECG pads Pediatric w/quik combo *for lifepack 15	(Each)	\$19.08	1127165	
66	Dextrose 5% 100ml/D5W	(Pack/4)	\$8.95	1536504	
67	Dextrose 50% .25 GM (0.5 ml) Inj	Pack/10	\$18.77	1046862	sold 10/bx \$187.70
68	Diltiazem 100 mg ADV	(Box/10)	\$140.88	1088625	
69	Diphenhydramine 50 mg/ml - Inj	(Tray/25)	\$25.67	1048645	
70	Dopamine HCL in 5% Dextrose Inj 1600 mcg/ml	(Case/12)	\$320.00	9541035	
71	Ear Plugs	(Box/100)	\$29.18	3385037	
72	Electrodes Adult Medi Trac 600 (currently using Curaplex 480 pack in case)	Box 20	\$3.29	8738355	sold 30/pk \$4.94
73	Electrodes Pediatric Medi Trac	(30 pack)	\$5.35	5209749	
74	Emergency Tape, Pediatape, for pediatric patients measure length and estimate weight	(Each)	\$22.86	1228332	
75	Endotracheal 2.5 MM Rusch-uncuffed	(Box/10)	\$6.70	7020463	Sunmed 1-7330-25

#	Description	Unit of Measure	Unit Price	Vendor Product#	Comments
76	Endotracheal 3.0 MM Rusch-uncuffed	(Box/10)	\$6.70	7002133	Sunmed 1-7330-30
77	Endotracheal 4.0 MM Rusch-uncuffed	(Box/10)	\$6.70	8570018	Sunmed 1-7330-40
78	Endotracheal 5.0 MM Rusch-uncuffed	(Box/10)	\$6.70	8570020	Sunmed 1-7330-50
79	Endotracheal 5.5mm	(Box/10)	\$9.20	7002087	Sunmed 1-7333-55
80	Endotracheal 6.0 MM Rusch	(Box/10)	\$9.20	7002088	Sunmed 1-7333-60
81	Endotracheal 6.5 MM Rusch	(Box/10)	\$9.20	7002089	Sunmed 1-7333-65
82	Endotracheal 7.0 MM Rusch	(Box/10)	\$9.20	7002120	Sunmed 1-7333-70
83	Endotracheal 7.5MM Rusch	(Box/10)	\$9.20	7002121	Sunmed 1-7333-75
84	Endotracheal 8.0 MM Rusch	(Box/10)	\$9.20	7002122	Sunmed 1-7333-80
85	Endotracheal 8.5 MM Rusch	(Box/10)	\$9.20	7002124	Sunmed 1-7333-85
86	Endotracheal 9.0 MM Rusch	(Box/10)	\$9.20	7002125	Sunmed 1-7333-90
87	Endotracheal Tube Holder	(Box/10)	\$28.30	2202270	sold each \$2.83
88	Endotrol 6.0 MM	(Box/10)	\$0.00	No Bid- Discontinued	
89	Endotrol 7.0 MM	(Box/10)	\$0.00	No Bid- Discontinued	
90	Endotrol 8.0 MM	(Box/10)	\$0.00	No Bid- Discontinued	
91	Epinephrine 1:1,000 Inj - 1 ml ampule	(Box/25)	\$388.75	1289991	sold 10/bx \$155.50
92	Epinephrine 1:10,000 1 mg (0.1 mg/ml)	(Each)	\$11.79	1188806	sold 10/bx \$117.90
93	Uncuffed Endotrachael tube without stylette 2 mm size - No manufacturer requested	(Box/20)	\$22.60	4994999	sold each \$1.13
94	Uncuffed Endotrachael tube 2.5mm with stylette - No manufacturer requested	(Box/20)	\$44.00	4994854	sold each \$2.20
95	ETT Stylet Intubation Rusch 10fr	(Box/20)	\$42.20	7004499	Dynarex 36266
96	ETT Stylet Intubation Rusch 14fr	(Box/20)	\$42.20	7021879	Dynarex 36268
97	ETT Stylet Intubation Rusch 6fr	(Box/20)	\$42.20	1412404	Dynarex 36265
98	Adult Extrication Collar - Curaplex Adult Ref #3151-03161	Case/20	\$91.00	9851122	Ambu 000281000, sold each \$4.55
99	Pediatric Extrication Collar – Curaplex Mini Ref #3151-03163	Case/20	\$91.00	9856604	Ambu 000281106, sold each \$4.55
100	Eye Pad	(Box/50)	\$5.37	6226663	
101	Fentanyl - 100mcg/2 ml	(Each)	\$3.11	1046530	sold 10/bx \$31.10
102	Filtered Catheter - 18 gauge blunt filtered fill needle, for drawing up medications from a glass ampule - currently using Excel	Box 50	\$8.60	1127098	sold 100/bx \$17.20
103	Filterline-Microstream Advance Filter line set, Adult/Pediatric, 7 ft	Each	\$6.35	7003830	Salter 4MSF5-6-25
104	Foil Emergency Blanket - no manufacturer requested	(Each)	\$0.45	*9338389	
105	Glucagon for Injection (Synthetic) 1mg per vial	(Each)	\$225.32	1249546	
106	Glucometer Lancets - (True 2 Go)Truetest - No coding needed-21 gauge needle X 2.2mm safety orange	(Box/100)	\$4.75	9007980	
107	Glucometer Strips Box (True 2 Go)Truetest - True Metric Pro (Only) Coding needed	(Box/100)	\$26.16	5700327	sold 50/bx \$13.08
108	Glucometer Test Solution (True 2 Go)Truetest - No coding-must be True Metrix Pro compatible	(Case/6)	\$27.96	1254034, 1254035 and 1254036	sold each \$4.66
109	Glucometer True2go blood glucose meter set	(Box/1)	\$0.02	5700329	
110	Glucose - Oral 15 Gram	(Pack/3)	\$4.20	1246672	
111	Halo Chest seals	(Each)	\$9.63	4997719	Hyfin 10-0029
112	Hydrogen Peroxide - 16 oz bottles	(Case/12)	\$6.00	1127069	
113	Ice Packs (Current item purchased-Curaplex 1431-55000 Single use cold pack.	(Box/24)	\$15.57	1426403	
114	Infant/Child Reduced Energy Defibrillation Electrode Replacement	Each	\$88.77	9856621	

#	Description	Unit of Measure	Unit Price	Vendor Product#	Comments
115	Intravenous (IV) start kit with latex tourniquet	(Each)	\$1.00	1277106	
116	Iodine Prep Pads	(Box/200)	\$7.44	2670098	sold 100/bx \$3.72
117	Ipratropium .02% (0.5 mg/2.5ml)	(Box/25)	\$4.64	1162118	
118	IV 10 Drop - Amsino	Each	\$1.40	7022312	B Braun 352630
119	IV 60 Drop - Amsino	(Box/50)	\$76.50	4996125	B Braun 352237
120	IV Extension set, Standard IV Extension set w/removable sure-lok needle free connector, pinch clamp, rotating male luer lock	Each	\$1.32	7022373	B Braun 352290, sold 100/cs \$132.00
121	IV Flush Normal Saline, 10ml prefilled syringe (100 in box, 4 boxes per case)	Case	\$0.00		
122	Kendrick Extrication Device and Individual pieces (non-sterile). Currently using Medsource-no length listed.	(Each)	\$38.90	UnitedMed UM-0911901	
123	Kerlix 6 ply Large 4-1/2"x4-1/8 yd Ref #6715 (sterile)	Each	\$0.75	8403994	Dukal 645
124	Kerlix gauze sterile 6 ply 4.5X4	(Each)	\$0.72	1131735	sold 100/cs \$72.00
125	Kerliz Gauze bandage roll, non-sterile, large, 4.5inX4.1 yard	Box	\$62.25	1084644	100/bx
126	King Airway device LTS-D Size 4	(Each)	\$30.00	7002657	
127	King Airway device LTS-D Size 5	(Each)	\$30.00	7002658	
128	Kling 2" Individually Wrapped	(Box/12)	\$2.29	2670033	
129	Kling 3" Individually Wrapped	(Box/12)	\$2.66	4990614	
130	Kling 4" Individually Wrapped	(Box/12)	\$2.89	8406322	sold 8bx/cs \$23.12
131	Labetalol HCl Inj 100 mg/20 ml MDV	(Each)	\$3.02	1406893	
132	Laerdal AC/DC Adaptor charger W/O power cord - 88611	Each	\$119.19	4998758	886112
133	Laerdal Compact suction unit LCSU 4 - 800ml	EA	\$527.03	4998735	
134	Laryngoscope Handle IU-Metal-Fiberoptic Greenline Re-usable LED	Each	\$28.37	4992393	
135	LCSU 4 power cord 12VDC	(Each)	\$52.81	4992197	
136	Lidocaine HCl Inj Syringe 100 mg (20 mg/ml)	(Pack/10)	\$78.43	1191697	
137	Lidocaine Jelly 2% 5 ml	(Box/10)	\$29.53	1223399	
138	Lifepak 15 paper - 60 rolls per case	Case	\$142.20	7006155	sold 5/bx \$11.85
139	LifeStar EC, Nitrile, White Exterior/blue interior, powder free, 12 in 100/bx 10/bx cs Large	Case	\$221.70	7002471	
140	LifeStar EC, Nitrile, White Exterior/blue interior, powder free, 12 in 100/bx 10/bx cs Medium	Case	\$221.70	7002470	
141	LifeStar EC, Nitrile, White Exterior/blue interior, powder free, 12 in 100/bx 10/bx cs Small	Case	\$221.70	7002469	
142	LifeStar EC, Nitrile, White Exterior/blue interior, powder free, 12 in 100/bx 10/bx cs Xtra Large	Case	\$221.70	7002472	
143	LifeStar EC, Nitrile, White Exterior/blue interior, powder free, 12 in 100/bx 10/bx cs XX Large	Case	\$221.70	7002473	
144	Mac 2 - Metal Fiber Optic Green Systems Handles - Disposable	(Box/10)	\$32.70	8579052	sold each \$3.27
145	Mac 3 - Metal Fiber Optic Green Systems Handles - Disposable	(Each)	\$3.27	8572059	
146	Mac 4 - Metal Fiber Optic Green Systems Handles - Disposable	(Each)	\$3.27	8571785	
147	Magil Forceps Adult	(Each)	\$4.50	7001188	
148	Magil Forceps Pediatric	(Each)	\$4.50	7001190	
149	Magnesium Sulfate Inj 50%(0.5 G/ml) 10 ml SDL	(Tray/25)	\$62.81	1314652	
150	Manual BP Cuff Adult	(Each)	\$5.24	7020308	
151	Manual BP Cuff Child	(Each)	\$5.06	7020309	
152	Manual BP Cuff Infant	(Each)	\$492.00	7020310	
153	Manual BP Cuff Large Adult - No manufacturer requested	(Each)	\$5.44	7020307	

#	Description	Unit of Measure	Unit Price	Vendor Product#	Comments
154	Masimo Ambient light shield sensor	Each	\$1.70	7005325	sold 10/pk \$17.00
155	Masimo SET LNCS Adtx Adhesive Sensor, Disposable, Adult, Greater than 30kg* for lifepack 15	(Each)	\$11.78	1141911	sold 20/bx \$235.60
156	Masimo SET LNCS Pdtx Adhesive Sensor, Disposable, Pediatric, Between 10-50kg* for lifepack 15	(Each)	\$12.34	4996226	sold 20/bx \$246.80
157	Masimo Set M-LNCS Adtx Adhesive Sensor, Adult - 1860	Each	\$11.78	7002258	sold 20/bx \$235.60
158	Masimo Shield Ambient SP02 Rainbow Sensors disposable	10 pk	\$17.00	7005325	same as #166
159	Mask Face Shield	(Box/50)	\$30.46	1047321	sold 25/bx \$15.23
160	Mask NRBm Adult	(Box/50)	\$29.00	UnitedMed UM-0212702	
161	Mask NRBm Child	(Box/50)	\$29.00	UnitedMed UM-0212701	
162	Mask NRBm Infant	(Box/25)	\$35.50	4998044	sold each \$1.42
163	Meconium Aspirator	(Each)	\$5.85	1376689	
164	Medsource Advanced patient mover - MS-95202	(Each)	\$8.80	UnitedMed UM-0611602	
165	Medsource Instant Head immobilizer, Adult - MS-91010	Case 50	\$180.00	7000879	
166	Meret Airway bag - MERET Omni ProX BLS/ALS Total System (TS2 System Ready)	Each	\$256.66	7005608	Blue
167	Meret Intubation Roll (Meret Pro A Tac black)	Each	\$100.56	7004040	
168	Midazolam (VERSED) Class IV, 10mb, 2 ml vial	(Each)	\$1.75	1277906	sold 10/bx \$17.50
169	Miller 0 - Metal Fiber Optic Green Systems Handles - Disposable	(Each)	\$3.27	8575362	
170	Miller 1 - Metal Fiber Optic Green Systems Handles - Disposable	(Each)	\$3.27	8571425	
171	Miller 2 - Metal Fiber Optic Green Systems Handles - Disposable	(Each)	\$3.27	8575266	
172	Miller 3 - Metal Fiber Optic Green Systems Handles - Disposable	(Each)	\$3.27	8573605	
173	MLNCS disposable pediatric finger probes	boxes	\$235.67	4999268	
174	MLNCS finger probe - Master Medical Equipment 2712-25010	Each	\$112.22	4998777	
175	Mouthpiece Spirometer Virobac II (for BVM bags)	Case	\$51.90	2381348	40/cs
176	Multi Trauma Dressing	(Box 25)	\$17.75	7005968	sold each \$.71
177	Nail Polish Remover Pads	(Box/100)	\$5.19	1412429	
178	Naloxone Hydrochloride 1 mg/ml	(Pack/10)	\$182.60	1182155	
179	Narcotic box, clear top with lock, 7.25in L X 6.25in W X 1.125 H	Each	\$97.79	7002533	
180	Nasopharyngeal Airway 24 FR Airway Nasopharyngeal 24FR 8.5 mm Dynarex 4593	(Box/10)	\$17.20	UnmitedMed UM-0211327	
181	Nasogastric Tube 08 FR	(Box/10)	\$75.20	8903908	
182	Nasogastric Tube 12 FR	(Box/10)	\$21.00	8900566	sold each \$2.10
183	Nasogastric Tube 14 FR	(Box/10)	\$21.00	8900565	sold each \$2.10
184	Nasogastric Tube 16 FR	(Box/10)	\$20.70	8396143	sold each \$2.07
185	Nasopharyngeal Airway 12 FR	(Box/10)	\$17.20	UnitedMed UM-0211320	
186	Nasopharyngeal Airway 14 FR	(Box/10)	\$17.20	UnitedMed UM-0211321	
187	Nasopharyngeal Airway 16 FR	(Box/10)	\$17.20	UnitedMed UM-0211322	
188	Nasopharyngeal Airway 18 FR	(Box/10)	\$17.20	UnitedMed UM-0211323	
189	Nasopharyngeal Airway 20 FR	(Box/10)	\$17.20	UnitedMed UM-0211325	
190	Nasopharyngeal Airway 22 FR	(Box/10)	\$17.20	UnitedMed UM-0211326	
191	Nasopharyngeal Airway 26 FR	(Box/10)	\$17.20	UnitedMed UM-0211328	
192	Nasopharyngeal Airway 28 FR	(Box/10)	\$17.21	UnitedMed UM-0211329	

#	Description	Unit of Measure	Unit Price	Vendor Product#	Comments
193	Nasopharyngeal Airway 30 FR	(Box/10)	\$17.20	UnitedMed UM-0211330	
194	Nebulizer (T-piece)	(Each)	\$0.58	UnitedMed UM-0212201	
195	Needle 18 GA - 1 1/2" 1.20 x 38 mm	(Box/100)	\$3.45	9004471	
196	Needle 22 GA - 1 1/2" 70 x 38 mm - No manufacturer requested- Hypodermic needle 22g X1-1.2" conventional 100 box	(Box/100)	\$1.55	1127101	
197	Needle 25 GA - 1 1/2" 0.5 x 1.58 mm	(Box/100)	\$3.34	9004472	
198	Needle Decompression 14Gx 3.25	(Each)	\$8.42	4997721	
199	Nitrolingual Pump Spray 2% 400 mcg per spray 90 doses	Each	\$154.20	1419747	60 doses
200	O2 Key	(Each)	\$0.93	4990566	
201	Obstetrics Kits	(Case/10)	\$53.50	7537874	
202	Oralpharyngeal Airway 100 MM Purple Adult	(Each)	\$0.25	1412441	RED
203	Oralpharyngeal Airway 40 MM Pink Neonatal	(Each)	\$0.21	8570640	
204	Oralpharyngeal Airway 50 MM Blue Infant	(Each)	\$0.21	8570650	
205	Oralpharyngeal Airway 60 MM Black Child	(Each)	\$0.21	8570660	
206	Oralpharyngeal Airway 70 MM White Adult	(Each)	\$0.21	8570670	
207	Oralpharyngeal Airway 80 MM Green Adult	(Each)	\$0.25	1412405	
208	Oralpharyngeal Airway 90 MM Yellow Adult	(Each)	\$0.25	1412437	
209	Oxygen Regulator with Tee	(Each)	\$27.50	1415203	
210	Oxygen Tubing	(Box/50)	\$18.50	4997781	
211	Pediatric Stethoscope	(Each)	\$4.61	9004813	
212	Pen Lights	(Each)	\$0.53	7020583	
213	Personal Protection Gown	(Each)	\$0.70	1016214	sold 50/cs \$35.00
214	Posey Restraints	(Each/Pr)	\$3.13	7004728	Dick Medical 501110
215	Posi-flush Syringe Saline - Prefilled NaCl 10ml Flush with luer lock	(Box/30)	\$16.27	9870317	
216	Pressure Infuser	(Each)	\$7.08	1229815	sold 5/bx \$ 35.40
217	Pro Splint Product (Complete Set) # AE-1800	(Each)	\$185.39	1148707	
218	Quikclot ACS sponge	(Each)	\$0.00	No Bid- Discontinued	
219	Regulator Oxygen - None specified current item-Medline HCS5415M 7.75X2.75X2.5" silver/green w/CGA 540 each	Each	\$27.50	1415203	repeat of #221
220	Regulator Oxygen Mini	Each	\$22.84	4997655	
221	Ring Cutter	(Each)	\$4.99	3782372	
222	Royal Blue Cervical Collar Bag	(Each)	\$26.12	4994693	
223	Sager Splint Bilateral	(Each)	\$730.37	2442877	
224	Scoop Stretcher - Aluminum	(Each)	\$538.45	7002784	
225	Sharps Box -5 QT. Kendall-model# 85131	(Each)	\$4.70	6666741	
226	Sharps Dart Needle Holder	(Each)	\$1.43	7004494	Dynarex 4630 Sharps Shaft
227	Smart CapnoLine Plus Cannula, Adult/Intermediate	Each	\$5.55	7003834	Salter 4MSF1-7-6-25
228	Smart CapnoLine Plus Cannula, Pediatric/Intermediate	Each	\$5.39	7021677	Salter 4MSF2-PED-7-6-25
229	Sodium Bicarb Inj 8/4% 50 meq (1meq/ml)	(Each)	\$22.10	1402632	sold 10/bx \$221.00
230	Sodium Chloride .9% 100 ml Adv	(Pack/5)	\$14.60	1049663	sold 50/cs \$146.00
231	Sodium Chloride 1000 Bag- Braun	(Box/12)	\$40.56	1002808	

#	Description	Unit of Measure	Unit Price	Vendor Product#	Comments
232	Sodium Chloride 1000 BT - Braun	(Box/12)	\$39.72	5075300	sold each \$3.31 or 16/cs
233	Sodium Chloride 500 Bag- Braun	(Box/24)	\$81.12	1004737	
234	Solumedrol	(Tray/25)	\$281.37	3820015	
235	Stair Chair - MS-90044	(Each)	\$157.65	UnitedMed UM-0611101	
236	Statpack G3 cell (small bag) - G31001BU	Each	\$82.73	7001716	
237	Statpack G3 cell Intravenous bag	Each	\$82.73	7001716	same as above
238	Sterile Water 1000 Btl - Braun	(Box/16)	\$49.44	5075000	
239	Littman Classic III Stethoscope	(Each)	\$97.10	1228518	
240	Littman Classic II Pediatric Stethoscope	(Each)	\$85.68	7778706	
241	Stopcock 4 way - Part # 118-2C6242	(Each)	\$0.61	1192317	B Braun 456020 sold 100/cs \$61.00
242	Stylette disposable adult large 7.0 to 10.0	(Each)	\$2.11	7004499	
243	Stylette disposable pediatric 2mm-3 1/2mm	(Each)	\$2.11	1412404	
244	Suction Big Sticks	(Each)	\$2.61	7002487	
245	Suction canister, 800 ML for LCSU 4	(Each)	\$2.76	6455651	
246	Suction Catheter 06 FR	(Each)	\$0.25	7004492	
247	Suction Catheter 08FR	(Each)	\$0.25	7021414	
248	Suction Catheter 10 FR	(Each)	\$0.25	7021415	
249	Suction Catheter 12 FR	(Each)	\$0.25	7021416	
250	Suction Catheter 14 FR	(Each)	\$0.25	7021417	
251	Suction Catheter 16 FR	(Each)	\$0.25	7021418	
252	Suction Tubing	(Each)	\$1.11	1412374	sold 50/cs \$55.50
253	Syringe 1 CC	(Box/100)	\$9.08	1386993	
254	Syringe 12 CC	(Box/80)	\$7.84	7005969	Dynarex 6990, 10cc, sold 100/bx \$9.80
255	Syringe 20 CC	(Box/50)	\$8.00	7005973	
256	Syringe 3 CC	(Box/100)	\$6.18	9004475	
257	Syringe 35 CC	(Box/3)	\$0.81	7005972	Dynarex 6992, 30cc, sold 50/bx \$13.50
258	Syringe 60 CC	(Box/25)	\$10.67	7005970	
259	Tape 1" Cloth	(Box/12)	\$8.26	4990655	
260	Tape 1" Transpore	(Box/12)	\$12.20	7777305	
261	Tape 1/2" Cloth	(Box/24)	\$10.18	1013025	
262	Tape 2" Cloth	(Box/6)	\$8.26	7005974	
263	Tape 2" Transpore	(Box/6)	\$12.20	7779422	
264	Temporal Scanner TAT-5000 Temporal artery thermometer infrared	(Each)	\$387.09	4915311	
265	Tetracaine Hydrochloride 0.5% 2 ml	(Box/12)	\$310.32	1384402	5ml sold each \$25.86
266	Thiamine Hydrochloride Ing 100 mg/ml 2 ml	(Tray/25)	\$152.23	1418474	
267	Tongue Blades Sterile	(Box/100)	\$6.36	1000238	
268	Trauma Shears	(Box/10)	\$5.60	UnitedMed UM-0141101	sold each \$.56
269	Triage Tags	(Pack/50)	\$40.65	4990468	
270	TRUE METRIX® Control Solution Level 1 R5H01-1	Each	\$4.66	1254034	

#	Description	Unit of Measure	Unit Price	Vendor Product#	Comments
271	TRUE METRIX® Control Solution Level 2 R5H01-2	Each	\$4.66	1254035	
272	True-Metrix Pro-Professional monitoring blood glucose system.	Each	\$0.02	5700329	
273	Vaseline Gauze 3"x18"	(Box/12)	\$8.89	1286079	
274	Window Punch, aluminum barrel, center 5/8 inch Dx5 inch L	(Each)	\$7.26	4990656	
275	Yankauer Suction Tip	Case	\$22.50	1412388	50/cs
276	Yellow Blankets - Rain Blankets	(Each)	\$1.68	7020582	
277	Zofran 4 mg/2 ml Inj Vial	(Tray/25)	\$11.25	1259100	
278	Shipping charge for 24 hour delivery	Flat Fee	\$0.00	Fee based on actual size/weight	
279	Shipping charge for 72 hour delivery	Flat Fee	\$0.00	Fee based on actual size/weight	

*Multiple vendors with low pricing.